



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Iannello, Treasurer

Cc: Joyce A. Tomaka, Chief Financial Officer
Russell J. Stoll, Chief Operating Officer

From: Terrence D. McCracken, Secretary to the Authority

Date: November 3, 2022

Subject: Professional Services Agreement with Masiello, Martucci and Associates
Government Relations and Lobbying Services
Project No.: 202200276

On September 5, 2022, a Request for Proposals (the “RFP”) was issued relating to Government Relations and Lobbying Services. The RFP was posted to the Erie County Water Authority’s (the “Authority”) website and issued to the following companies:

- Barclay Damon
- Brown and Weinraub
- Carreau Consulting
- Corning Place Communications
- Dickinson & Avella, PLLC
- E3communications, Inc.
- Featherstonhaugh, Wiley & Clyne, LLP
- Harter Secrest & Emery LLP
- Hinman Straub
- Malkin & Ross
- Manatt, Phelps & Phillips
- Masiello, Martucci and Associates
- Park Strategies
- Pitta Bishop Del Giorno LLC
- Statewide Public Affairs
- The Parkside Group
- Van Ness Feldman LLP

The Authority received proposals from Harter Secrest & Emery LLP, Hinman Straub and Masiello, Martucci and Associates (“MMA”). I reviewed the proposals along with a team of Authority personnel (the “Review Committee”). The Review Committee determined that MMA provided the proposal best suited to the Authority’s needs.

MMA has 17 years of experience in lobbying and government needs and has provided the Authority with these services for the past four (4) years. They have built a foundation for future state grant funding during the 2022 legislative session and were successful in passing legislation that was signed into law that raises the threshold for which the Authority must invite sealed bids or proposals for construction related projects and for equipment, materials and supplies.

Although MMA was not the lowest bidder, their rates remain the same as the current contract at \$60,000.00. As Secretary to the Authority and as the Division Head overseeing these services, I believe it is in the Authority’s best interest to continue working with MMA, therefore, I am recommending the approval of the professional services agreement with Masiello, Martucci and Associates.

There is a resolution on today’s agenda approving the execution of said agreement.
Thank you.

O&M Budget Information:

- Unit: 6030 Public Information
- Item No. 60 Special Services

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

Contract:	Project No.: 202200276
Project Description: Professional Services Agreement for Government Relations and Lobbying Services	

Item Description:

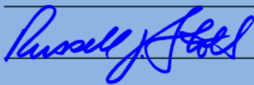


<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/>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

Action Requested:


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

Approvals Needed:

APPROVED AS TO CONTENT:

<input type="checkbox"/> Director of HR	_____	Date: _____
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 11/8/2022
<input type="checkbox"/> Executive Engineer	_____	Date: _____
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input type="checkbox"/> Comptroller	_____	Date: _____
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 11/08/2022
<input checked="" type="checkbox"/> Legal		Date: 11/8/22

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 11/8/22
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Remarks: _____

Resolution Date: _____	Item No: _____
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**PROFESSIONAL SERVICES AGREEMENT
FOR GOVERNMENT RELATIONS AND LOBBYING SERVICES**

This Agreement, effective as of November 17, 2022 (“Effective Date”), is 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 AND ASSOCIATES

438 Main Street, Suite 500
Buffalo, New York 14202

hereinafter referred to as the “Consultant.”

WHEREAS, the Authority desires to enter into an agreement with the Consultant to render professional lobbying and government relations services upon the terms and for the consideration set forth in this agreement; and

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

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Authority and Consultant agrees as follows:

ARTICLE 1 – QUALIFICATIONS OF CONSULTANT

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

1.02 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.

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

- A. 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.

- B. 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.

1.04 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.

1.05 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.

ARTICLE 2 - COMPLIANCE WITH THE PROVISIONS OF THE LOBBYING ACT, LAWS, REGULATIONS, AND POLICIES AND PROCEDURES

2.01 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.

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

2.03 The Authority and the Consultant understand that, in general, it is prohibited from giving gifts to public officials.

A. 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.

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

1. it is not reasonable to infer that the gift was intended to influence the Public Official; and
2. the gift could not reasonably be expected to influence the Public Official, in the performance of his or her official duties; and
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.

2.04 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.

2.05 The Authority and the Consultant shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.

2.06 The Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the Laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as Appendix A.

2.07 The Consultant shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k of the Laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed Forms A, B, and C, copies of which are attached to, and incorporated in, this Agreement as Appendix A.

2.08 By executing this Agreement, the Consultant affirms under the penalties of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis for this Agreement.

2.09 The Consultant shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.

2.10 The Authority shall provide the Consultant in writing any and all Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements; and

2.11 If the Consultant, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority Property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Consultant's employees, representatives, and agents shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

2.12 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Consultant, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but

not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

ARTICLE 3 – SCOPE OF SERVICE

3.01 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 consulting with the Authority’s Board of Commissioners.

3.02 The Consultant, as outlined in the Request for Proposals for Government Relations and Lobbying Services issued on October 6, 2022 (hereinafter referred to as the “RFP”) and the proposal submitted by the Consultant on October 21, 2022 (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:

- A. Developing and implementing a proactive government relations strategy on behalf of the Authority.
- B. Providing strategic consultation and planning on Authority government relations strategies and matters.
- C. Communicating and representing the Authority's interests with state legislators, state agencies, the Executive Chamber, and local government officials.
- D. Advising and assisting the Authority on how to advance its agenda and interests before the state government.
- E. Monitoring, tracking, and researching legislation, regulations, and executive branch action or proposed actions that would be of significance to the Authority that are currently under consideration by the State Legislature or Governor's office.
- F. Providing the Authority with periodic updates, copies of relevant legislation, rules, orders and/or decisions and otherwise keeping the Authority informed of significant proposed governmental actions.
- G. Attending meetings with Commissioners to discuss potential opportunities and challenges, as requested by the Secretary to the Authority or Board of Commissioners.
- H. Preparing factual documents and briefing materials as may be advisable and preparing written and oral testimony to be delivered before one or more committees and subcommittees of the New York State Legislature, if required.
- I. Preparing lobbying registrations, as may be necessary, including without limitation, the New York State Joint Commission on Public Integrity.

J. Other government relations activities as requested by the Authority.

ARTICLE 4 – TERM

4.01 The services to be provided by the Consultant, as described herein, shall commence on January 1, 2023 and end on December 31, 2025 (“Term”), with an option to extend the Agreement for two additional, one-year terms 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.

ARTICLE 5 - PAYMENT OF PROFESSIONAL SERVICES

5.01 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.

5.02 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 travel expenses. Out of pocket expenses are billed at cost with no agency mark-up.

ARTICLE 6 – GENERAL PROVISIONS

6.01 **Subcontract and Assignments:** 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’s Executive Staff. 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.

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

6.03 **Right to Terminate:** The Authority reserves the right to terminate the Consultant’s services at any time, without cause, based on seven (7) 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.

6.04 Indemnification:

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

6.05 Insurance:

- A. 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 therefrom in the amounts indicated on Appendix B.
- B. The Consultant shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Consultant shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Consultant shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.
- E. The Consultant agrees to require all direct or indirect subcontractors to procure and maintain insurance in accordance with the insurance requirements set forth in Appendix B.

6.06 Confidential Information:

- A. 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, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed. The Consultant shall hold in confidence and not disclose to any person or any entity, any information related to the materials or work produced under this Agreement.

- B. 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 performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. The Consultant may provide such information to its subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- D. The terms of this section shall be binding during and after the expiration or termination of this Agreement.

6.07 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the 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.

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

6.09 Additional Conditions: 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.

6.10 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify

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

6.11 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee, or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the 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.
- B. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 6.
- C. 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.
- D. 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.

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

6.13 Gratuities: The Consultant shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The 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.

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

ARTICLE 7 – SEVERABILITY

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

ARTICLE 8 – TERMINATION

8.01 The Authority reserves the right to terminate this Agreement 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 accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

MASIELLO, MARTUCCI AND ASSOCIATES

By _____
Victor A. Martucci, Managing Partner

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 17th day of November 2022, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of November, in the year 2022, before me personally came Victor A. Martucci, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the Managing Partner 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

ERIE COUNTY WATER AUTHORITY

APPENDIX A

RESPONSE TO RFP REQUIRED FORMS

NON-COLLUSIVE BIDDING CERTIFICATION
as mandated by Public Authority Law § 2878

By submission of this bid or proposal, each bidder/respondent and each person signing on behalf of any bidder/respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/respondent or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and

(3) No attempt has been made or will be made by the bidder/respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE
(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

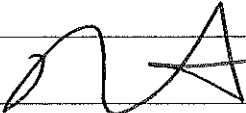
BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 21st day October, 2022

FIRM NAME Government Action Professionals, Inc. 216a Mariello, Martucci & Associates

ADDRESS 438 Main Street, Suite 500

Buffalo, New York ZIP 14202

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Victor A. Martucci

TITLE Managing Partner TELEPHONE No. 716-857-0768

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

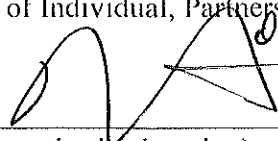
A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Government Action Professionals, Inc.
(Name of Individual, Partnership or Corporation)

By  _____
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

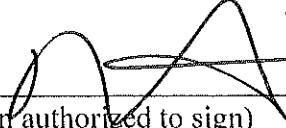
§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury,

head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Government Action Professionals, Inc.
(Name of Individual, Partnership or Corporation)
By  *Alba Masello, Martucci & Assoc*
(Person authorized to sign)

(SEAL)

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 Requirements 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.

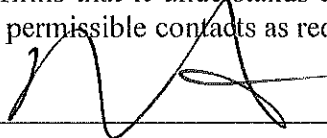
FORM A

**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: 10/21/2022

Name: Victor A. Mantucci

Title: MANAGING PARTNER

Contractor Name: Government Action Professionals, Inc. @/ola masiello, Mantucci Associates

Contractor Address: 438 MAIN Street, Suite 500

Buffalo, NY 14202

FORM B

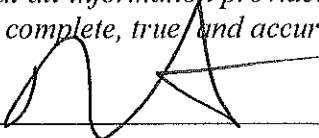
**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

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: 10/21/2022 _____

Name: Victor A. Martucci _____

Title: MANAGING Partner _____

Contractor Name: Government Action Professionals, Inc. d/b/a Masciello, Martucci & Associates _____

Contractor Address: 438 Main Street, Suite 500 _____

Buffalo, NY 14202 _____

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:

Government Action Professionals, Inc. & Blk Masietto, Martucci & Associates

Address: 438 Main Street, Suite 500

Buffalo, NY 14202

Name and Title of Person Submitting this Form: Victor A. Martucci, Managing Partner

Contract Procurement Number: 202200244

Date: 10/21/2022

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)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

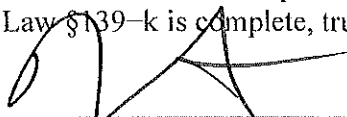
Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By:  Date: 10/21/2022
Signature

Name: Victor A. Mantucci

Title: MANAGING Partner

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(1).

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.

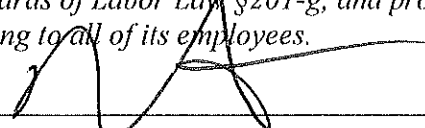
OFFERER'S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offerer.

Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, *et. seq.*
- Offerer complies with the provisions of Executive Law §290, *et. seq.*, including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.
- Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.

By:  Date: 10/21/2022

Name: Victor A. Mantucci

Title: MANAGING Partner

Offerer Name: Government Action Professionals, Inc. D/b/a Masiello, Mantucci & Associates

Offerer Address: 438 Main Street, Suite 500
Bozrah, NY 14202

ERIE COUNTY WATER AUTHORITY

APPENDIX B

INSURANCE REQUIREMENTS



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

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

<p>1a. Legal Name & Address of Insured (use street address only) GOVERNMENT ACTION PROFESSIONALS INC DBA MASIELLO, MARTUCCI CALABRESE & ASSOC</p> <p>438 MAIN ST STE 500 BUFFALO, NY 14202</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 202840537</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority ATTN: Risk Management 295 Main St Rm 350 Buffalo, NY 14203</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL601472</p> <p>3c. Policy effective period 01/01/2022 to 12/31/2023</p>


4. Policy provides the following benefits:

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

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

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

Date Signed 10/13/2022 By 
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

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

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

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

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

Telephone Number _____ Name and Title _____

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

