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

Contract: Project No.: 201900059
Project Description: Authorization to Solicit Request for Proposals
for Utility and Telecommunications Audit/Consulting Services

Item Description:
☐ Agreement ☐ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYS DOT 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:
☒ Department Head  Date: 4-5-19
☒ Risk Manager  Date: 4-7-19
☒ Director of Administration  Date: 4-8-19
☐ Executive Engineer

APPROVED AS TO FORM:
☒ Legal  Date: 4-9-19

APPROVED FOR BOARD RESOLUTION:
☒ Secretary to the Authority  Date: 4-9-19

Remarks:

Resolution Date:  Item No:  

I:\FORMS\Authorization Form.docx (blue) Rev.09/23/16
To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Utility and Telecommunications Billing Audit RFP

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

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

I am asking that this RFP be submitted to the Board of Commissioners for their consideration and approval of a resolution authorizing its issuance. I have included a "Blue Sheet" for inclusion on the April 18, 2019 Board meeting agenda.
To: Commissioners Schad, Carney and Jones  
From: Robert J. Lichtenthal, Jr., Deputy Director  
Richard Planavsky, Chief Business Office Manager  
Subject: Potential Utility Billing Audit  

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

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

ECWA Purchasing Policy and the Procedures and Guidelines outline the process to retain a firm to provide a professional service of this type, namely to do either a Request for Proposal (RFP) or use a State-approved list, created by a governmental unit or purchasing cooperative. The State also has approved the use of a “piggyback” contract. Piggyback guidelines are found in State Finance Law § 163 (10) (e). Staff believes the Authority is eligible to piggyback on a contract between Rockland County, New York (“Rockland”) and Troy and Banks of Buffalo, NY. In 2017 Troy and Banks announced that it had recouped more than $100,000 through an audit of Rockland telecommunications and
utility bills. The audit was implemented through Rockland’s Purchasing Department working with Troy and Banks. Troy and Banks was awarded the audit contract through a competitive Request for Proposals (RFP) process. The RFP was sent to companies specializing in telecommunication and utility bill audits. The contract is structured on a contingency basis so Rockland only pays if refunds are received. Rockland received refunds from Orange & Rockland Utilities, Verizon, and Verizon Wireless. Rockland continues to work with Troy and Banks in audits of the payments made by Rockland for the Gross Receipts Tax and water bills from Suez Water Company.

Before the Authority goes to the effort and expense of issuing an RFP I would like to have the Legal Department determine if the Authority can "piggyback" off of the Rockland contract to engage Troy and Banks to conduct a utility billing audit of the Authority's relevant accounts. If the Authority can piggyback, I would then like to present an agreement to the Board for its consideration. If "piggybacking" is not applicable, then staff will propose the issuance of an RFP for these services.
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Troy &amp; Bank</th>
<th>American Utility</th>
<th>TRI Utility</th>
<th>Utility Audit Solutions</th>
<th>Tri Stem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years in Business</td>
<td>20</td>
<td>28</td>
<td>30</td>
<td>27</td>
<td>40</td>
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<tr>
<td>Audit Utilities</td>
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<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<tr>
<td>Audit Telecommunication</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
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<td>YES</td>
</tr>
<tr>
<td>Work on Contingency</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Additional Fee if no Saving</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>
At the last Board meeting, Deputy Director Robert J. Lichtenthal placed on the agenda a Staff Memorandum regarding the Erie County Water Authority (the “Authority”) entering into a professional service agreement with “Troy & Banks of Buffalo.” According to the memorandum, Erie County and Rockland County had entered into professional service agreements with Troy & Banks to conduct a utility refund audit. Press releases obtained from the internet indicate Verizon and Verizon Wireless overbilled Erie County more than $900,000 and Rockland County more than $100,000, as discovered by audits conducted by Troy & Banks in 2017. According to the press release issued by Erie County, Troy & Banks collected 24% of the recovered amount.

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

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

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1 I have checked the Secretary of State website for the entity known as “Troy & Banks of Buffalo.” There are two entities on the website, which may be the entities referenced in Mr. Lichtenthal’s memorandum: “Troy & Banks, Inc.” and “Troy & Banks Consultants, LLC.”
can “piggyback” off of the Rockland contract to engage Troy and Banks to conduct a utility bill audit of the Authority’s relevant accounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contact:
Richard Planavsky
Chief Business Office Manager
Telephone: 716-849-8495
Email: rplanavsky@ecwa.org
The Request for Proposal (RFP) for Utility and Telecommunication Audit/Consulting Services is being conducted pursuant to the newly enacted legislation, New York State Finance Law Sections 139j and k and the Erie County Water Authority’s Purchasing Guidelines, Policies and Procedures.
1. Introduction

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

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

2. Background

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

3. Scope of Services Required

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

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

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

For the Telecommunication Audit:

- Audit/analyze telecommunication billings.
- Perform a comprehensive analysis of local exchange carrier monthly basic service charges.
• Verify services and features contained on the customer service record for each location.
• Determine that accounts are being billed under the correct rate.
• Inventory lines, trunks, and circuits.

There shall be a phased approach:
• Phase I – Audit Set-up.
• Phase II – Detailed Audit.
• Phase III – Refund Claim Negotiations and Cost Savings Implementations.

The Authority will provide the awarded firm the following items:
• Copy of a summary account listing by vendor which will include account numbers and addresses in electronic format or one bill from each account.
• An executed Client Agreement and Letter of Authorization form(s).

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

4. Tasks and Deliverables

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

5. Proposal Requirements

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

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

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

6. Estimated Proposal Timetable

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

The consultant selected will be notified after the Authority’s Board of Commissioners has made an award of contract.
7. Submission of Proposal

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

Proposal for: Utility and Telecommunication Audit/Consulting Services

Submitted to: ERIE COUNTY WATER AUTHORITY

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

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

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

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

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

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

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

The Authority reserves the right to negotiate the terms and conditions of the contract with the selected Respondent.
The Authority reserves the right to request additional information from any and all Respondents to assist it in its evaluation process.

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

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

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

8. Evaluation/Selection Process

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

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

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

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

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

9. Terms and Conditions

- All proposals become the property of the Authority.
- The Authority shall have no financial responsibility for any costs assumed by the Proposer in submitting the RFP.
- Each proposal shall be prepared simply and economically, and should provide straightforward and concise responses that satisfy the requirements of the RFP.
• The Authority reserves the right to request additional information from any and all Proposers to assist in the evaluation process. It is the responsibility of the Proposer to inquire about and clarify any aspect of the RFP that is not understood.

10 Acceptance/Rejection

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

THE ISSUANCE OF THIS RFP CONSTITUTES ONLY AN INVITATION TO PRESENT PROPOSALS. THE AUTHORITY AND THE RFP REVIEW COMMITTEE RESERVE THE RIGHT TO DETERMINE, IN THEIR SOLE DISCRETION, WHETHER ANY ASPECT OF THE PROPOSAL SATISFACTORILY MEETS THE CRITERIA ESTABLISHED IN THE RFP. THE AUTHORITY AND THE RFP REVIEW COMMITTEE RESERVE THE RIGHT TO SEEK ADDITIONAL INFORMATION AND/OR CLARIFICATION FROM ANY RESPONDENT, THE RIGHT TO NEGOTIATE WITH ANY RESPONDENT SUBMITTING A RESPONSE, AND THE RIGHT TO REJECT ANY OR ALL RESPONSES, WITH OR WITHOUT CAUSE. IN THE EVENT THAT THE RFP IS WITHDRAWN BY THE AUTHORITY FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE FAILURE TO OCCUR OF ANY OF THOSE THINGS OR EVENTS SET FORTH HEREIN, THE AUTHORITY SHALL HAVE NO LIABILITY TO ANY RESPONDENT FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE RFP OR OTHERWISE.
The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

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

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

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

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

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

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

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

Instructions:

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

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

By: _______________________________ Date: _______________________________

Name: ________________________________

Title: ________________________________

Contractor Name: ________________________________

Contractor Address: ________________________________

__________________________________________________

__________________________________________________
FORM B

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

Instructions:

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

<table>
<thead>
<tr>
<th>Offerer Certification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.</td>
</tr>
</tbody>
</table>

By: __________________________ Date: __________________________

Name: __________________________

Title: __________________________

Contractor Name: __________________________

Contractor Address: __________________________
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.
Offerer’s Disclosure of Prior Non-Responsibility Determinations

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

__________________________________________________________________________

Address: ____________________________________________________________
__________________________________________________________________________

Name and Title of Person Submitting this Form: ________________________________
__________________________________________________________________________

Contract Procurement Number: _____________________________________________

Date: __________________________

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

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139–j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: ________________________________________________

Date of Finding of Non-Responsibility: ________________________________

Basis of Finding of Non-Responsibility: __________________________________
__________________________________________________________________________
__________________________________________________________________________

(Add additional pages as necessary)
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:
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
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   ____________________________________________________________________________
   ____________________________________________________________________________

   (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: ___________________________

Signature

Name: ___________________________

Title: ___________________________
CONTRACT TERMINATION PROVISION

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139–k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139–k and 139–j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. “Government Entity” and “procurement contract” are defined in State Finance Law §§ 139-j(1) and 139–k(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.
SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. “Bidder” has the same meaning as the term, “Offerer,” as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.

2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

(a) “By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law.”

3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

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

__________________________________________________________________________
(Name of Individual, Partnership or Corporation)

By ________________________________
(Person authorized to sign)

(SEAL)
ATTACHMENT B

PROPOSER CERTIFICATION
PROPOSER CERTIFICATION

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

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

I agree to abide by all conditions of this RFP.

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

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

________________________________________
NAME OF BUSINESS

BY:

________________________________________
SIGNATURE

________________________________________
NAME & TITLE, TYPED OR PRINTED

________________________________________
MAILING ADDRESS

________________________________________
CITY, STATE, ZIP CODE

(____) __________________________
TELEPHONE NUMBER
ATTACHMENT C

INSURANCE REQUIREMENTS
Erie County Water Authority Insurance Requirements for Professional Services

Project Number: 201900059

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

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

An X indicates insurance coverage is required.

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

  - X Per Policy

  - Per Project or Job

  - Per Location

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

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

___ $1,000,000 in the aggregate
___ $2,000,000 in the aggregate
___ $3,000,000 in the aggregate
___ $4,000,000 in the aggregate
___ $5,000,000 in the aggregate

___ Per Policy
___ Per Project or Job
___ Per Location

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

X $1,000,000 in the aggregate
___ $2,000,000 in the aggregate
___ $3,000,000 in the aggregate
___ $4,000,000 in the aggregate
___ $5,000,000 in the aggregate

X Per Policy
___ Per Project or Job
___ Per Location
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 AALFESI@ECWA.ORG, or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or if you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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: 
(AIG, No, Ext): 
FAX: 
E-MAIL: 
ADDRESS: 
PRODUCER 
CUSTOMER #:

INSURED

INSURER(S) AFFORDING COVERAGE 
NAIC 
# 

INOSER 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.

| INSURER | TYPE OF INSURANCE | ADD SUBS / 
| INSURED | | 
| WYO | PERIOD | 
| | LIMITS | 
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AUTOMOBILE LIABILITY

X ANY AUTO
X ALL OWNED AUTOS
SCHEDULED AUTOS
HIRED AUTOS
NON-OWNED AUTOS

X UMBRELLA LIAB
X EXCESS LIAB

DEDUCTIBLE 

RETENTION $ 10,000

SUBMIT proof of Workers Compensation and disability as per examples attached

Per Specific Agreement

Per Specific Agreement

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACRD 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.web.state.ny.us/content/ebiz/wc_db_exemptions/request/exemptionOverview.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@web.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.web.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:
### CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>1a. Legal Name &amp; Address of Insured (use street address only)</strong></td>
<td><strong>1b. Business Telephone Number of Insured</strong></td>
</tr>
<tr>
<td>Insured Name</td>
<td></td>
</tr>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</td>
<td><strong>1c. NYS Unemployment Insurance Employer Registration Number of Insured</strong></td>
</tr>
<tr>
<td><strong>1d. Federal Employer Identification Number of Insured or Social Security Number</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</strong></td>
<td><strong>3a. Name of Insurance Carrier</strong></td>
</tr>
<tr>
<td><strong>Holder Name</strong></td>
<td><strong>3b. Policy Number of entity listed in box &quot;1a&quot;</strong></td>
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<td><strong>3c. Policy effective period</strong></td>
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<td><strong>3d. The Proprietor, Partners or Executive Officers are</strong></td>
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<tr>
<td><strong>Will the carrier notify the certificate holder within 30 days of a policy being canceled for non-payment of premium or within 30 days if canceled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?</strong></td>
<td><strong>YES</strong></td>
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</table>

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

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

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

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

Approved by: William Lawley Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature]
(Signature)
(Date)

Title: Managing Partner

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

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

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

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

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

<table>
<thead>
<tr>
<th>In the Application of</th>
<th>Business Applying For:</th>
</tr>
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<tbody>
<tr>
<td>JOHN SMITH</td>
<td>BUILDING PERMIT</td>
</tr>
<tr>
<td>123 MAIN STREET</td>
<td></td>
</tr>
<tr>
<td>ALBANY, NY 12207</td>
<td></td>
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<tr>
<td>111-111-1111</td>
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<tr>
<td>Federal ID Number: XXXXXXX0759</td>
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</tbody>
</table>

From: CITY OF ALBANY, DEPT OF BUILDING AND CODES

The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.

Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.

The estimated dollar amount of project is $25,001 - $50,000

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 PLLP) 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 10 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 to 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.

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<th>SIGN HERE</th>
<th>Signature:</th>
<th>Date:</th>
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</table>

Exemption Certificate Number: 2008-00197

Received: October 2, 2008

NYS Workers' Compensation Board

CE-200 (Draft 06/02/08)
Compliance with Disability Benefits Law
(Pursuant to Section 230, subd. 8 of the Disability Benefits Law)

<table>
<thead>
<tr>
<th>Employer</th>
<th>Federal Employer Identification Number</th>
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<table>
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<tr>
<th>Address (Home or Main Office)</th>
<th>Location of Operation</th>
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Operations to begin 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-151 (10/6)

This agency employs & serves people with disabilities without discrimination.
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

<table>
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<tr>
<th>POLICYHOLDER</th>
<th>CERTIFICATE HOLDER</th>
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<th>POLICY NUMBER</th>
<th>CERTIFICATE NUMBER</th>
<th>PERIOD COVERED BY THIS CERTIFICATE</th>
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<tr>
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<td>01/01/2009 TO 05/01/2010</td>
<td>1/8/2009</td>
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-8 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 CONFERNS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

John Masetti
DIRECTOR, INSURANCE FUND UNDERWRITING

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

VALIDATION NUMBER: 107031806

U-28 3 0/CD23592-21/94
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) |
| 1b. Effective Date of Membership in the Group |
| 1c. The Proprietor, Partners or Executive Officers are included (Only check box if all partners/officers included) |
| 1d. Business Telephone Number of Business referenced in box “1a” |
| 1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box “1a” |
| 1f. Federal Employer Identification Number of Business referenced in box “1a” |
| 2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) |
| 3. Name and Address of Group Self-Insurer |

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

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

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

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

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

Certified by: ____________________________________________________________
(Signature) (Date)

Title: ________________________________________________________________

Telephone Number: ____________________________________________________

GSI-105.2 (2-02) WORKERS' COMPENSATION LAW
CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., &quot;Wrap-Up Policy&quot;)</td>
<td>1c. Federal Employer Identification Number of Insured or Social Security Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2a. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2b. Policy Number of Entity Listed in Box &quot;2a&quot;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3a. Name of Insurance Carrier</th>
</tr>
</thead>
</table>

ShelterPoint Life Insurance Company

<table>
<thead>
<tr>
<th>3b. Policy Effective Period</th>
<th>to</th>
</tr>
</thead>
</table>

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.

Data Signed ______________________________ By ______________________________

(Signature of insurance carrier's authorized representative or licensed insurance agent of that insurance carrier)

Telephone Number ______________________________ Name and Title ______________________________

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 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 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

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

Date Signed ______________________________ By ______________________________

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number ______________________________ Name and Title ______________________________

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

DB-120.1 (10-17)
Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.
FORM DB-155

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

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

COMPLIANCE WITH DISABILITY BENEFITS LAW-
(Pursuant To Section 226, subd. 8 of the Disability Benefits Law)

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>FEDERAL EMPLOYER IDENTIFICATION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS (HOME OR MAIN OFFICE)</th>
<th>LOCATION OF OPERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS TO BEGIN ON OR ABOUT:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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 [344]

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)

________________________________________________________________________

(Homeowner’s Name Printed)

Home Telephone Number ________________________________

Property Address that requires the building permit:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Sworn to before me this _______ day of

_____________, ____________.

(County Clerk or Notary Public)

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

BP-1 (12/08) NY-WCB
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-290),

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 job site) 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 job site) 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
AVISO DE CUMPLIMIENTO

WORKERS' COMPENSATION LAW
LEY DE COMPENSACION OBRERA

TO EMPLOYEES
A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.
INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFIRAN 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.
1. Su patrono esta cumpliendo la Ley de Compensacion Obrera cuando dispone esta comunicado concerniente a sus derechos como trabajador lesionado.

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.
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 notifiquelo inmediatamente.

3. You are entitled to obtain any necessary medical treatment and should do so immediately.
3. Usted tiene derecho a recibir cualquier tratamiento medico necesario relacionado con su lesion y debe hacerlo de inmediato.

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.
4. Para el tratamiento de cualquier lesion o enfermedad relacionada con el trabajo usted puede escoger cualquier medico, podiatra, kiropractico 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 debe obtener tratamiento inicial con un proveedor seleccionado por su patrono y su patrono debe proporcionarle un escrito que detalle sus derechos y obligaciones bajo las leyes que se establecen.

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.
5. Usted debe recoger copias de los formularios médicos de su caso en la Junta de Compensacion Obrera y en la compania de seguros de su patrono, que se indica en el final de esta forma.

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.
6. Usted puede estar habilitado para beneficios por tiempo perdido si su lesion relacionado con el trabajo no puede trabajar por mas de 7 dias, le obliga a trabajar a menores salarios o si resulta en una discapacidad permanente de alguna parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitacion si necesita ayuda para volver a trabajar.

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.
7. No pague a ningun proveedor medico directamente por sus servicios. Deben enviar sus facturas a su empleador. Si hay un disputa, el proveedor debe esperar hasta que la Junta decida el caso, antes de iniciar el proceso de pago de las facturas.

8. You are entitled to be represented by an attorney or licensed representative, but it is not required that you hire a representative do not pay them directly. Any fee will be set by the Board and will be deducted from your award.
8. Usted tiene derecho a ser representado por un abogado o representante licenciado, pero no es necesario que contrate a uno. No pague a ellos directamente. Cualquier comision se establecerá por la Junta y se deducira de su compensacion.

9. If you have difficulty in obtaining a claim form or are unable to fill it out because of any physical or mental condition, contact any office of the Workers' Compensation Board.
9. Si tiene dificultad en obtener el formulario de reclamaciones o no puede llenarlo debido a cualquier condicion fisica o mental, contacte con cualquier oficina de la Junta de Compensacion Obrera.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Merinda - (800) 700-0107

- Brooklyn, 11201 - 114 Livingston St. - Brooklyn - (800) 877-1573

- Binghamton, 13901 - State Office Bldg. - 44 Hawley St. - (800) 902-9504

- Buffalo, 14202 - 207 Mather Tower, 107 Delaware Ave. - (716) 211-0645

- Hauppauge, 11788 - 220 Robo Drive - Suite 100 - (631) 651-5394

- Hempstead, 11550 - 170 Fulton Avenue. - (516) 695-3630

- New York, 10027 - 215 W. 125th St., Manhattan - (800) 677-1373

- Peekskill, 10566 - 41 North Clinton St. - (914) 740-0502

- Queens, 11423 - 166 01st Ave., Jamaica - (718) 877-1373

- Rochester, 14614 - 130 Main Street West - (716) 211-0444

- Syracuse, 13203 - 335 James St. - (315) 452-2930

- STATE PRO MAIL ADDRESS

CLAIMS-RELATED MAIL MUST BE ADDRESSED TO:

NYC Box 2205 Binghamton, NY 13902-2205

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

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

Name of employer (Nombre del patrono)

(SAMPLE)

(En caso de Daño)

Policy No. (Firma No.)

C-1054-09

PRESIGNED BY CHAIR

S.T.F. (L.A. 30-09)

STATE OF NEW YORK

NOMEN OFICIAL DE NUEVA YORK

www.wcb.state.ny.us

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

Failure by an employer to post this notice in and about the employer's place or places of business may result in a $250 penalty for each violation.
STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

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 date of your injury, but no more than 26 weeks from the date of the claim.

3. Use one of the following claim forms:
   - If your disability begins during the first four weeks, use the WHITE claim form (Form DB-500), which you may obtain from your employer, or his or her insurance carrier, or the Workers' Compensation Board.
   - If your disability begins after the first four weeks, use the GREEN claim form (Form DB-300), which you may obtain from any Unemployment Insurance Office, your employer, or any office of the Workers' Compensation Board.

4. 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.

5. You are entitled to be treated by a physician, chiropractor, dentist, nurse-midwife, podiatrist, or psychologist of your choice. However, unless your employer's compensation, your medical bills will not be paid unless your employer or union provide for the payment of such bills under a Disability Benefits Plan.

6. 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 may sustain the injury or illness, following the instructions outlined above.

7. If you are out of work in excess of seven days, your employer must send you a Disability Benefits Statement of Rights (Form DB-271).

8. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES
Albany, 12241 - 100 Broadway-Noranda - (518) 474-0685
Binghamton, 13901 - State Office Bldg. - 44 Hawley St. 607-722-6735
Buffalo, 14201 - State Office Bldg. - 290 Main St. (716) 547-1727
Hempstead, 11550 - 115 Fulton Avenue - (516) 994-3808
Rochester, 14614 - 130 Main Street West - (716) 442-5743
Syracuse, 13202 - State Office Bldg. - 333 E. Water St. - (315) 428-3600

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

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

The benefits provided are (Los beneficios provistos son):

Statutory
(Estatutarios)
Under a Plan or Agreement
(Bajo un Plan o Convenio)
Class(es) of employees covered
(Clase(s) de empleados amparados)

ALL EMPLOYEES ELIGIBLE UNDER NY DBL

Name of employer (Nombre del Patrón)

By

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.
LA JUNTA DE COMPENSACIÓN OBREERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

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
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.
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.
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Troy &amp; Banks</th>
<th>American Utility</th>
<th>TRI Utility</th>
<th>Utility Audit Solutions</th>
<th>Tri Stem</th>
<th>Computel Consultants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years in Business</td>
<td>20</td>
<td>28</td>
<td>30</td>
<td>27</td>
<td>40</td>
<td>30</td>
</tr>
<tr>
<td>Audit Utilities</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Audit Telecommunications</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Work on Contingency</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>% on Past 6 years Refunds</td>
<td>24%</td>
<td>40%</td>
<td>50%</td>
<td>50%</td>
<td>49%</td>
<td>40%</td>
</tr>
<tr>
<td>Future Savings %</td>
<td>24%</td>
<td>40%</td>
<td>50%</td>
<td>50%</td>
<td>49%</td>
<td>0</td>
</tr>
<tr>
<td>Length of Future Savings</td>
<td>1 Year</td>
<td>5 years</td>
<td>2 years</td>
<td>3 years</td>
<td>1 year</td>
<td>N/A</td>
</tr>
<tr>
<td>Option to Purchase Services</td>
<td>Yes Piggyback</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>NO</td>
</tr>
<tr>
<td>Additional Fee if no Savings</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>NO</td>
</tr>
<tr>
<td>Name</td>
<td>Kevin Garry</td>
<td>Mike Lockhart</td>
<td>Lee Simonsen</td>
<td>Mark Basanda</td>
<td>Courtney Lopez</td>
<td>Michael Caton</td>
</tr>
<tr>
<td>Telephone</td>
<td>716-517-3966</td>
<td>212-245-1500 x 101</td>
<td>716-754-1752</td>
<td>864-244-2895</td>
<td>800-234-7937</td>
<td>800-724-9859</td>
</tr>
<tr>
<td>E-Mail Address</td>
<td>kevintroyandbanks.com</td>
<td><a href="mailto:m.lockhart@util.com">m.lockhart@util.com</a></td>
<td><a href="mailto:leesimonsen@kurrunt.com">leesimonsen@kurrunt.com</a></td>
<td><a href="mailto:mbasanda@utilityaudit2000.com">mbasanda@utilityaudit2000.com</a></td>
<td><a href="mailto:courtney.lopez@trisn.com">courtney.lopez@trisn.com</a></td>
<td><a href="mailto:michael.caton@computel.com">michael.caton@computel.com</a></td>
</tr>
<tr>
<td>Postal Address</td>
<td>2216 Kensington Avenue</td>
<td>1 Landmark Square Ste. 805</td>
<td>TRI Utility Cost Reductions</td>
<td>405 Gray Fox Square</td>
<td>685 N. Robinson Dr. Suite G</td>
<td>P.O. Box 55</td>
</tr>
<tr>
<td></td>
<td>Buffalo, NY 14222</td>
<td>Stamford, CT 06901</td>
<td>Wilmington DE 19802</td>
<td>Taylor SC 29687</td>
<td>Robinson TX 76706</td>
<td>Sanjiva NY 13882</td>
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