



ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

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

FROM: Jessica R. Brown, Comptroller *JRB*

DATE: October 7, 2024

SUBJECT: Professional Services Contract for Billing, Printing, and Mailing Services

On September 12, 2024, the Customer Service Department issued a request for proposal for bill printing and mailing services for 2025, 2026, and 2027, with two potential one-year extensions at mutually agreed upon terms. The RFP was posted on the Authority's website and sent to the following vendors:

- Sebis Direct
- Matrix Imaging
- Infosend
- Applied Business Systems
- BDS (Billing Document Specialists)
- OSG Billing Services
- Envelopes and Forms, Inc. dba SureBill
- PCI Group
- DOXIM
- The Master's Touch
- Cai Hong Enterprises Inc
- OneSource
- Runbeck Election Services

Seven companies submitted proposals, as listed below:

- Sebis Direct
- Matrix Imaging
- Envelopes and Forms, Inc. dba SureBill
- PCI Group
- DOXIM
- The Master's Touch
- Onesource

Responses were reviewed by the RFP committee, and it was agreed that the Authority should pursue a professional services contract with Envelopes and Forms, Inc. dba SureBill. This decision was based on their competitive pricing, ability to meet our strict deadlines, and track record. The Authority believes that SureBill will exceed our expectations and provide services in a timely and professional manner.

Attached is a professional services contract for the years ended December 31, 2025, 2026, and 2027, with optional extensions in 2028 and 2029.

Please consider approval of the contract at the October 17, 2024 Board Meeting.

O&M Budget Information

Unit 4020: Customer Service

Line Item No. 19: Payments to Contractors - Other

cc J. Tomaka

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

Contract: _____ **Project No.:** 202400244
Project Description: Service Agreement with Envelopes and Forms, Inc. dba SureBill
for Billing, Printing, and Mailing Services

Item Description:

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

Action Requested:

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

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|--------------------------|-------------------------|
| <input checked="" type="checkbox"/> Comptroller | <u>Jessica R. Borden</u> | Date: <u>10/8/2024</u> |
| <input checked="" type="checkbox"/> Chief Operating Officer | <u>[Signature]</u> | Date: <u>10/08/2024</u> |
| <input checked="" type="checkbox"/> Executive Engineer | <u>Lenaud F. Kovalek</u> | Date: <u>10/9/24</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u>Devonja Estes</u> | Date: <u>10/08/2024</u> |
| <input checked="" type="checkbox"/> Risk Manager | <u>Molly Op Musanna</u> | Date: <u>10/8/2024</u> |
| <input checked="" type="checkbox"/> Chief Financial Officer | <u>[Signature]</u> | Date: <u>10/08/2024</u> |
| <input checked="" type="checkbox"/> Legal | <u>Mark Carney</u> | Date: <u>10/08/2024</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--------------------|----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>[Signature]</u> | Date: <u>10/9/24</u> |
|--|--------------------|----------------------|

Remarks: Pending receipt of updated insurance certificates prior to the Board meeting-MJM

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

**SERVICE AGREEMENT
FOR BILLING, PRINTING AND MAILING SERVICES**

This Agreement, effective as of October 17, 2025 (“Effective Date”), by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350

Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

ENVELOPES AND FORMS, INC. dba SUREBILL

2505 Meadowbrook Parkway

Duluth, Georgia 30096

hereinafter referred to as “Consultant.”

WHEREAS, the Authority desires to enter into an agreement with the Consultant for billing, printing, and mailing services, upon the terms and for the consideration set forth in this Agreement; and

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

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

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Standard of Performance

A. ***Standard of Care:*** The Consultant shall perform its services under this Agreement in a manner consistent with the level of care and skill customarily exercised by other professionals with the same degree of knowledge and experience under similar circumstances. The Consultant will be responsible to the Authority for errors or omissions in the performance of services and for the failure to perform its services.

1.02 Compliance with Laws and Regulations, and Policies and Procedures

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

- B. The Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as Appendix A.
- C. The Consultant shall comply with the provisions set forth in State Finance Law §§ 139(j) and 139 (k). In response to the Authority's Request for Proposals, the Consultant submitted and signed Forms A, B, and C, copies of which are attached to, and incorporated in, this Agreement as Appendix A.
- D. By executing this Agreement, the Consultant affirms under penalties of perjury, that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.
- E. The Consultant shall comply with the provisions of the Human Rights Law (Executive Law §290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.
- F. The Consultant shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- G. The Authority shall provide the Consultant in writing any and all Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.
- H. If the Consultant, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority Property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Consultant's employees, representatives and engineers shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

1.03 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Consultant, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited

to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements, before entering any Authority property.

1.04 Scope of Service

- A. The Consultant agrees and represents it will provide services relating to billing, printing and mailing services as set forth below. Specifications and examples of each document are included in Appendix B. The parties agree that documents may be modified over the term of the Agreement.

- B. ***Print and mail water bills:***
 - 1. Quarterly bills – after receipt of 12 or 13 transmitted .txt data files from the Authority, the Consultant shall print and mail approximately 56,500 water bills per month. The Consultant must provide mailing confirmation to the Authority and electronic .pdf copies of all bills shall be provided to the Authority.
 - 2. Monthly bills – after receipt of 5 transmitted .txt data files from the Authority, the Consultant shall print and mail approximately 2,175 water bills per month. The Consultant must provide mailing confirmation to the Authority and electronic .pdf copies of all bills shall be provided to the Authority.
 - 3. Annual bills – after receipt of 5 transmitted .txt data files from the Authority, the Consultant shall print and mail approximately 90 hydrant bills throughout the year – approximately 80 bills will be transmitted in January and February. The Consultant must provide mailing confirmation to the Authority and electronic .pdf copies of all bills shall be provided to the Authority.

- C. ***Print and mail collection notices:***
 - 1. Collection notice .txt data files are transmitted by the Authority weekly. The Consultant shall print and mail approximately 850 collection notices once each week. The Consultant must provide mailing confirmation to the Authority and electronic .pdf copies of all notices shall be provided to the Authority.

- D. ***Print and mail meter reading postcards:***
 - 1. After receipt of 12 or 13 transmitted .txt data files from the Authority each month, the Consultant shall print and mail approximately 25,000 meter reading postcards per month. The Consultant must provide mailing confirmation to the Authority and electronic .pdf copies of all postcards shall be provided to the Authority.

- E. ***Print and mail customer correspondence:***

1. From time to time, various customer correspondence may be transmitted for printing and mailing. Correspondence consists of standardized letters. The Consultant must provide mailing confirmation to the Authority and electronic .pdf copies of all correspondence shall be provided to the Authority.

F. ***Time is of the essence.*** Consultant agrees that all documents transmitted to the Consultant for printing shall be mailed within 3 business days of receipt of the Authority's .txt data file. Consultant further agrees to provide an electronic .pdf copy of a mailing to the Authority within 3 business days of receipt of the Authority's .txt data file. Consultant recognizes that failure to meet the mailing deadline of 3 business days will cause harm to the Authority's customers by not providing sufficient notice of their utility bill amount and due date. Accordingly, Consultant agrees that it shall credit the Authority 1/10th of the cost of the total mailing contained in the Authority .txt data file provided for each business day that a mailing is delayed beyond 3 business days. It shall be the duty of the Consultant to inform the Authority of any delay beyond 3 business days and failure to so inform the Authority shall be deemed a breach of this Agreement.

ARTICLE 2 – PAYMENT FOR SERVICES

2.01 The Consultant shall submit periodic invoices to the Authority, detailing the description of the services rendered to the Authority, in a form acceptable to the Authority's Chief Financial Officer and/or Comptroller.

2.02 The Consultant agrees to accept the following rates/fees for the services provided under this Agreement:

Billings	\$0.089/bill
1 page bill, 8.5" x 11", 24# white paper, micro perf, full color duplex printing #10 carrier envelope, white with double window, security tint #9 return envelope, white with security tint, single window Fold & insert utility bill PDF image of bill, properly indexed for access by Authority	
Additional Pages per envelope	\$0.035/page
Collection Notices	\$0.089/notice
1 page notice, 8.5" x 11", 24# white paper, micro perf, full color duplex printing #10 carrier envelope, white with double	

window, security tint #9 return envelope, white with security tint, single window Fold & insert utility notice PDF image of bill, properly indexed for access by Authority	
Additional Pages per envelope	\$0.035/page
Postcards	\$0.050/card
Per Specs provided – 2 color, double sided PDF image of bill, properly indexed for access by Authority	
Customer Letters (TBD)	\$0.07/letter
2 color letters, 8.5 x 11, one sided, #10 Single Window envelope and #9 CRE PDF image of bill, properly indexed for access by Authority	
Each Additional Page – Onsert	\$0.05/page
Insert added, printed in-line with bill	
Electronic Bills (email or text message)	\$0.05/bill
Initial Programming	No Charge
Additional Programming Charges	\$150/hour as needed

2.03 The Authority agrees to fund and maintain funding in a prepaid postage account for mailings made under this Agreement by providing Consultant, upon Consultant’s request and prior to Consultant's commencing performance of the services under this Agreement, with funds sufficient to cover the costs of six (6) week’s mailings in connection therewith. The Authority and Consultant will periodically review the prepaid postage account for adequacy based on actual production volumes and/or forecasts provided by the Authority. If production volumes are greater than originally anticipated, the Authority will, at Consultant's request, increase and maintain the account balance to the appropriate level. If production volumes are less than originally anticipated, the Consultant will decrease the account balance to the appropriate level through refunds to the Authority or set-offs of amounts owed by the Authority.

2.04 Upon receipt of a properly submitted invoice, the Authority will remit payment within 30 calendar days.

2.05 All prices are fixed for the first twelve (12) months of services provided under this Agreement. After January 1, 2026, Consultant may raise prices if paper costs rise more than 5% or the Consumer Price Index rises by more than 5%, compared to their level at the Effective Date of this Agreement. The parties agree that the basis for the Consumer Price Index will be the “12 Month Change Consumer Price Index – All Urban Consumers,” as published by the U.S. Bureau of Labor Statistics. Consultant will provide at least 60 days’ prior written notice of any increase in rates. Upon request, Consultant will provide documentation of paper price increases. Consultant agrees that there will not be more than one price increase in a twelve (12) month period.

ARTICLE 3 – GENERAL PROVISIONS

3.01 Subcontract and Assignments: The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority’s Executive Staff. At the time of the execution of this Agreement, the Consultant has advised the Authority of its intent to use the following subcontractors: _____. The Authority expressly consents to the use of such subcontractors. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

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

3.03 Right to Terminate: The Authority reserves the right to terminate the Consultant’s services at any time, without cause, based on thirty (30) days’ written notice. In the event either party materially fails in the performance of its obligations under this Agreement, or materially breaches the terms or conditions of this Agreement, the other party may, at its option, give written notice to the defaulting party of its intention to terminate this Agreement unless such breach or failure is remedied within thirty (30) business days of such notice. Any such notice must be submitted in writing. Failure to remedy such a breach within the thirty (30) day period shall make this Agreement terminable at the option of the non-breaching party upon ten (10) days written notice. Either party may terminate this Agreement effective immediately in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed for it or files or has filed against it a petition of bankruptcy. The Consultant may terminate this Agreement, with thirty (30) days prior written notification, if any charges remain unpaid for more than sixty (60) days after the invoice date. In the case of termination, the Authority will reimburse the Consultant for any inventory or stored supplies dedicated to the Authority’s production at Consultant’s facility. If termination by the Authority is within the first 12 months of this Agreement, the Authority will pay Consultant \$7,000. If termination by the Authority is within months 13 through 24 of the agreement, the Authority will pay Consultant \$3,500.

3.04 Indemnification:

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

3.05 Confidential Information:

- A. To assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.
- B. The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. All data and information in any format submitted or made available to the Consultant by the Authority or any other person on behalf of the Authority, unless otherwise publicly available, and all data and information, and other work developed by the Consultant under this Agreement, shall be utilized by the Consultant solely in connection with the performance of services under this Agreement only and shall not be made available by the Consultant to any other person.
- D. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its Authority-approved subcontractors for the purpose of performing

the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.

- E. The Authority and the Consultant both agree that neither party shall disclose, in whole or in part, by any means whatsoever, any Proprietary Information provided by the disclosing party to any third party without the express prior written consent of the disclosing party. The receiving party shall not alter, modify, decompile, disassemble, reverse engineer, or create derivative works from the disclosing party's Proprietary Information. The receiving party shall use Proprietary Information of the disclosing party only for the limited purpose of in relation to services provided under this Agreement and not for any other purpose. Proprietary Information shall include, but is not limited to, specifications, frameworks, outlines, designs, process information, technical data, marketing and business plans, customers/client names/data, product road maps, pricing, toolkits, software, and/or intellectual property that the disclosing party considers to be protected by applicable laws.
- F. The terms of this paragraph shall be binding during and following the termination of this Agreement.

3.06 Reliance on Data: In performance of the services, it is understood that the Authority and/or others may supply the Consultant with certain information and/or data, and that the Consultant will rely on such information. It is agreed that the accuracy of such information is not within the Consultant's control and they shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly part of the Scope of Services.

3.07 Insurance:

- A. The Consultant agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C-1.
- B. The Consultant agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Consultant agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Consultant agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority requires the name of the employee, the employee's phone number and email address.

- E. The Consultant agrees to require all direct or indirect subcontractors to procure and maintain insurance in accordance with the insurance requirements set forth in the Addendum Agreement attached as Appendix C-2.

3.08 Rights, Title and Interest to Specific Materials:

- A. All deliverables under this Agreement, whether produced by the Consultant alone or with others, and regardless of whether produced during regular working hours, shall be considered the property of the Authority. The Consultant shall, during and after the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all deliverables under this Agreement. All deliverables under this Agreement shall be and remain the property of the Authority whether registered or not.
- B. In performing work under this agreement, the Consultant may be granted access to the Authority's documents, data and other information. The Consultant understands and agrees that the use of such documentation, data and information shall be treated as confidential information.

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

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

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

3.12 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the

parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

3.13 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 1.
- C. Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

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

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

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

ARTICLE 4 – SEVERABILITY

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

ARTICLE 5 – DURATION

5.01 All services to be provided under this Agreement shall be provided over a 3-year period from January 1, 2025 through December 31, 2027 with 2 potential 1-year extensions at mutually agreed upon terms.

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

ERIE COUNTY WATER AUTHORITY

By: _____
Jerome D. Schad, Chairman

**ENVELOPES AND FORMS, INC.,
dba SUREBILL**

By: _____
S. Edward Deedy, Senior Account Manager

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 17th day of October, in the year 2024, before me personally came Jerome D. Schad to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chairman of the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners of said Authority.

Notary Public

STATE OF)
COUNTY OF) ss:

On the _____ day of _____, in the year 2024, before me personally came S. Edward Deedy, to me known, who, being by me duly sworn, did depose and say that he resides in _____, that he is the Senior Account Manager of the Corporation described in the above instrument; and that he signed his name thereto by order of said corporation.

Notary Public

Appendix A
Required Forms

NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

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

- (1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/respondent or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and
- (3) No attempt has been made or will be made by the bidder/respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law § 210.45)

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

Affirmed under penalty of perjury this 8th day October, 2024

FIRM NAME Envelopes and Forms, Inc. dba SureBill

ADDRESS 2505 Meadowbrook Pkwy

Duluth, GA ZIP 30096

AUTHORIZED SIGNATURE S. Edward Deedy

TYPED NAME OF AUTHORIZED SIGNATURE S. Edward Deedy

TITLE Sr. Account Manager TELEPHONE No. 770-623-5171

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

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

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

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

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

Envelopes and Forms, Inc. dba SureBill
(Name of Individual, Partnership or Corporation)

By *J. Edward Deady*
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

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

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

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

Envelopes and Forms, Inc. dba SureBill
(Name of Individual, Partnership or Corporation)

By S. Edward Deady
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

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

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

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

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

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

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

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

FORM A

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

Instructions:

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

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

By: S. Edward Deedy Date: 9/26/2024

Name: S. Edward Deedy

Title: Sr. Account Manager

Contractor Name: Envelopes and Forms, Inc. dba SureBill

Contractor Address: 2505 Meadowbrook Pkwy
Duluth, GA 30096

FORM B

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

Instructions:

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

Offerer Certification:

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

By: S. Edward Deedy Date: 9/26/2024

Name: S. Edward Deedy

Title: Sr. Account Manager

Contractor Name: Envelopes and Forms, Inc. dba Sure Bill

Contractor Address: 2505 Meadabrook Pkwy
Oakluth, GA 30096

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

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

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

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

Instructions:

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

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

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

Envelopes and Forms, Inc. aka SureBill

Address: 2505 meadowbrook Pkwy

Duluth, GA 30096

Name and Title of Person Submitting this Form: S. Edward Deedy

Sr. Account Manager

Contract Procurement Number: ECWA Project 202400152

Date: 9/27/2024

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

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

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: S. Edward Deedy Date: 9/26/2024
Signature

Name: S. Edward Deedy

Title: Sr. Account Manager

CONTRACT TERMINATION PROVISION

Instructions:

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

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

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

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**OFFERER'S STATEMENT REGARDING PREVENTION OF
UNLAWFUL DISCRIMINATORY PRACTICES**

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

Offerer Statement:

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

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

By: S. Edward Deedy Date: 9/26/2024

Name: S. Edward Deedy

Title: Sr. Account Manager

Offerer Name: Envelopes and Forms, Inc. dba SureBill

Offerer Address: 2505 Meadowbrook Pkwy

Duluth, GA 30096

Appendix B
Sample Documents

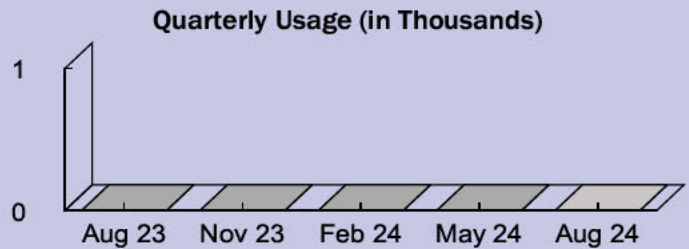
QUARTERLY STATEMENT

Account Number	
Billing Date	08/06/2024
Billing Period	05/07/2024 TO 08/06/2024 91 Days
Meter Number	
For Service at 380 GEORGE URBAN BLVD CHEEKTOWAGA NY	
Amount Due	\$69.48
Due Date	Sep 12, 2024
Meter Read Information	
Present	45,000 ECWA Rding
Previous	45,000 ECWA Rding
Gallon Usage	0
Summary	
Amount of Last Bill	\$142.19
Payments Received, Thank You!	\$142.19
Previous Balance Due	\$0.00
Current Water Charges	
Minimum Charge (Less Than or Equal to 9,000 Gallons)	\$41.76
Other Charges	
Infrastructure Invest Charge	\$27.72
Total Current Charges	\$69.48
Previous Balance Due	\$0.00
Total Amount Due	\$69.48
To avoid a 10% late charge on the current bill, payment must be received by Sep 27, 2024	

Contacting ECWA
 Office Hours M-F 8am to 5pm
 Office (716) 849-8444
 Fax (716) 849-8467
 Emergency Phone (716) 684-0900
www.ecwa.org

Please visit www.ecwa.org to enroll in ECWA Online.

Messages
 ECWA's 2023 Annual Water Quality Report is available on our website at www.ecwa.org
 If you are having trouble paying your bill, please contact our Customer Service at (716) 849-8444 to discuss a Deferred Payment Arrangement.



Usage:
 Customer Reading ECWA Reading Estimated Reading Calculated Reading

RETURN THIS PORTION WITH PAYMENT



Eric County Water Authority
 PO Box 5148
 Buffalo, NY 14240-5148

Phone: (716) 849-8444 Office Hours: M-F 8am To 5pm



ACCOUNT NUMBER	
[REDACTED]	
AMOUNT DUE	\$69.48
DUE DATE	Sep 12, 2024
AMOUNT ENCLOSED \$	[REDACTED]
For Service at	[REDACTED]

QAPROOFS

Source File

ECWA BILL_20240828_1.TXT

CHECK HERE IF ADDRESS OR TELEPHONE NUMBER HAS CHANGED.

Message: 75WWU_0001

A-01-WWS-FM-00001-1



2803



ERIC COUNTY WATER AUTHORITY
 PO BOX 5148
 BUFFALO NY 14240-5148



MOVING? Please call us at least 5 working days in advance.

BUSINESS HOURS: Monday-Friday 8:00 am – 5:00 pm

TELEPHONE NUMBERS:

Customer Service	849-8444	M-F 8:00 am - 5:00 pm
Meter Readings	849-8426	24 hours a day
After Hours Emergencies	684-0900	M-F 5:00 pm – 8:00am
		Sat & Sun 24 hours a day
Main Office	849-8484	M-F 8:00 am - 5:00 pm

PAYMENTS: Water bills may be paid by one of the following methods:

By Mail: Use enclosed payment envelope. Include the bottom portion of this notice with your check and please write your account number on the check.

By Phone: Credit/Debit card payments may be made by calling our toll free number 1-855-748-1076.

(A service fee will be charged by Paymentus.)

On-Line: Credit/Debit card or checking account payments may be made by going to our website <http://www.ecwa.org> . You can either make a one-time payment or sign up for ECWA Online and set up automatic payments. (A service fee will be charged by Paymentus only if paying by Credit/Debit card. Payments made through a checking account are FREE.)

In Person at:

WESTERN UNION	Various Locations	
ALDEN	Alden Pharmacy:	13203 Broadway
CHEEKTOWAGA	Tile Pharmacy:	1031 Cleveland Dr.

PAYMENT AGENCIES MAY ASSESS A FEE

PLEASE BRING THE ENTIRE NOTICE WHEN PAYING IN PERSON

The Authority's Tariff states the following:

Section 9.08 Any bill for water supplied or service rendered will be considered a proper charge unless protest is made to the Authority within fifteen (15) days after the mailing of a bill.

ANY AND ALL communications, correspondence or **payments concerning disputed debts** or past due accounts are to be sent directly to:

Customer Service Department
Erie County Water Authority 295 Main St Rm 350
Buffalo, NY 14203-2494

DELINQUENT CHARGE: 10% assessed unless payment is received within (15) days after the due date as specified on the bill.

ESTIMATED BILLING: If your bill has been estimated, mark down the current reading, as it appears on the meter, and call either 849-8426 for the automated system or 849-8444 for customer service.

METER READING: A meter reading card may be mailed to you approximately 2 - 3 days prior to the close of the billing cycle. Complete the reading card and either call in your meter reading at 849-8426 or go to our website at www.ecwa.org and enter it in the Customer Service, Account Access, Meter Reading section and follow the instructions. Both options are available 24 hours a day. If a meter reading is not received your bill will be estimated based on your prior consumption history.

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

USE ONLY FOR CHANGES OF MAILING ADDRESS OR TELEPHONE NUMBER.

If using the change of address/telephone form, please pay your bill by mail.

Not all agencies return this form to us.



PAYMENT REMINDER

Account Number	[REDACTED]
Date of Notice	09/04/2024
For Service at:	[REDACTED]
Amount Due	\$240.58
Due Date	Sep 19, 2024

WHY DID I GET THIS NOTICE?

Your account is past due.

WHAT IF I CANNOT PAY THIS AMOUNT?

Please call one of our customer service representatives at (716) 849-8444 to request a payment arrangement.

WHAT IF I DISPUTE THE AMOUNT OF MY BILL?

Promptly call one of our customer service representatives at (716) 849-8444 to discuss the basis of your dispute. Please be prepared to supply information and documentation if you have a payment dispute.

WHAT HAPPENS IF I DO NOT PAY MY BILL OR MAKE A PAYMENT ARRANGEMENT?

If you do not submit a payment or make a payment arrangement, your service could be subject to termination and your water service could be discontinued in accordance with the Erie County Water Authority Tariff (Section 2.31 Discontinuance of Water Service) and other applicable local and state laws and regulations. You can review the Tariff from our website at my.ecwa.org/pdf/ECWA_Tariff.pdf



RETURN THIS PORTION WITH PAYMENT



Erie County Water Authority
PO Box 5148
Buffalo, NY 14240-5148

Phone: (716) 849-8444 Office Hours: M-F 8am To 5pm



QAPROOFS

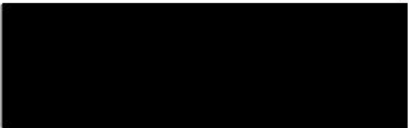
Source File

ECWA_COLL_20240904_1.TXT

CHECK HERE IF ADDRESS OR TELEPHONE NUMBER HAS CHANGED.

Message: 769X3

X1-FM-00001-1



2774



ERIE COUNTY WATER AUTHORITY
PO BOX 5148
BUFFALO NY 14240-5148

ACCOUNT NUMBER	
[REDACTED]	
AMOUNT DUE	\$240.58
DUE DATE	Sep 19, 2024
AMOUNT ENCLOSED \$	

For Service at [REDACTED]





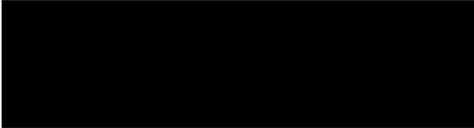
ERIE COUNTY WATER AUTHORITY
295 Main Street RM 350
Buffalo, NY 14203-2494

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
ECWA

Electronic Service Requested

IT'S TIME TO READ YOUR METER!

A-02-YVA-CM-00001-1



WATER METER READ CARD

Meter: [REDACTED]

Account: [REDACTED]

Service At: [REDACTED]

PLEASE COPY THE METER READING EXACTLY AS IT APPEARS, INCLUDING ALL ZEROS,

						0
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Do not mail card: See below

The Erie County Water Authority offers two convenient ways to provide us with your meter reading:

- You can phone in your meter reading by calling (716) 849-8426, or
- Online at <https://www.ecwa.org/customers/meter-readings/>

Providing your reading avoids estimated bills and controls meter reading costs.

*A-02-YVA-CM-00001-1



Erie County Water Authority
PO Box 5148
Buffalo, NY 14240-5148

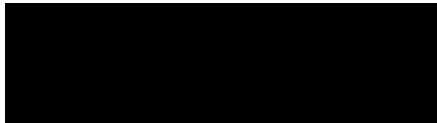
Phone: (716) 849-8444 Office Hours: M-F 8am To 5pm

09/03/2024

A-03-6HY-DM-00001-1



Service At:



Account Number:

Dear Customer:

We are writing you for the purpose of obtaining a current reading from the water meter. Our records indicate that the water billings at the above premises have been estimated for over one year.

The Erie County Water Authority makes every effort to obtain regular readings to allow us to provide our customers with the most accurate information when sending out water bills. It is advantageous to the customer to make sure regular readings are obtained in order to limit the possibility of over and under billing and to help identify any leaks that may have occurred between bills. Also, many people do not realize sewer tax bills are calculated based on water meter readings; over estimated bills may result in higher sewer tax bills.

Please take a few minutes to fill in the reading in the space indicated below and either call in your reading to our automated reading system at 849-8426 or go to our website at www.ecwa.org, sign up online, and enter the reading. For your convenience, these are both available 24 hours a day.

MY ACCOUNT NUMBER IS 

THE METER READING IS _____

If you are unable to supply us with a reading, please contact our Customer Service Department at 849-8444 to schedule an appointment for our personnel to read the meter.

Very truly yours,

ERIE COUNTY WATER AUTHORITY
Customer Service Department

Appendix C-1
Insurance Requirements

INSURANCE REQUIREMENTS FOR SERVICES AGREEMENT

BILLING, PRINTING, AND MAILING SERVICES

ECWA Project No. 202400152

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate

f. Professional Liability:

- \$2,000,000. Each Claim
- \$2,000,000. Aggregate

Cyber Liability:

- \$2,000,000. Each Claim
- \$2,000,000. Aggregate

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2024

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

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

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339 License#: 70726 ENVE&FO-01	CONTACT NAME: PHONE (A/C No. Ext): 678-424-6500 FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Scottsdale Insurance Co</td> <td>41297</td> </tr> <tr> <td>INSURER B : Republic Franklin Insurance</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Co	41297	INSURER B : Republic Franklin Insurance		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Envelopes & Forms, Inc. 2505 Meadowbrook Pkwy Duluth GA 30096-4638														

COVERAGES **CERTIFICATE NUMBER:** 1811503528 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5468500	8/18/2024	8/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Printers E&O \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5468499	8/18/2024	8/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	5477298	8/18/2024	8/18/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Personal & Adv Injury \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			AB674543001	3/13/2024	3/13/2025	Each Claim/Aggregate 5,000,000
A	Excess Cyber Liability			EKS3516509	3/13/2024	3/13/2025	Each Claim/Aggregate 5,000,000 Deductible 15,000

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

Errors and Omission coverage included in Package Policy per form 8-D-1365 Ed. 04-2007.
 Holder included as Additional Insureds on a Primary Non-Contributory basis under the General Liability Policy via form CG 2001 1219- Form Attached.
 Auto Policy includes Additional insured on a Primary non-contributory basis per form #CA 00 01 10 01.
 Auto policy includes Waiver of Subrogation for Additional Insureds per form #8-E-2419 Ed. 04-2017.
 Umbrella is a follow form per form 8-UMC-130 10 03.
 These forms are based on written contract with the insured.

Certificate Holder included as Additional Insured on a Primary Non-Contributory basis under the General Liability Policy via attached form CG 2001 1219

CERTIFICATE HOLDER <div style="text-align: center;">Approved/MJM</div> Erie County Water Authority 295 Main Street, Room 350 Buffalo NY 14203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Appendix C-2
Insurance Addendum Agreement

[THIS FORM IS INTENDED TO BE USED AS AN EXHIBIT OR ADDENDUM TO ANY SUBCONTRACT — IT SHOULD NOT BE USED BY ITSELF AS A SOLE CONTRACT DOCUMENT]

ADDENDUM AGREEMENT

This Addendum to the Agreement (“Addendum Agreement”) between [**Insert name of Upstream Vendor or Upstream Subcontractor**] (hereinafter referenced as “Vendor”) and [**Insert name of Downstream Subcontractor**] (hereinafter referenced as “Subcontractor”) is being entered into by the parties for any and all work done for, with, or on behalf of the **Erie County Water Authority** (hereinafter the “Authority”) under the Project No. _____ [**Insert Project Description**] with [**Insert name of Vendor**], a copy of which may be obtained from [**Insert name and Vendor information of the entity**].

In accordance with the terms and conditions of the Primary Project No. _____ entered into with the Erie County Water Authority, an **ACORD25-Certificate of Liability Insurance** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing the Authority as Certificate Holder and additional insured. You should share these requirements with your current insurance agent, broker or insurance company.

Insurance Requirements

Prior to the commencement of any work designated in any contract or agreement to which this Addendum Agreement is attached, and until at least the final completion and acceptance of the work under the contract or agreement to which this Addendum Agreement is attached, the Subcontractor, at its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the Authority certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Authority of the Subcontractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed after the issuance of the certificate of insurance required by this Addendum Agreement.

A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

Worker’s Compensation & Occupational Disease: Statutory

Employer’s Liability: \$1,000,000 bodily injury by accident or disease, except for work work/employers subject to the New York Worker’s Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners,

members of limited liability companies or executive officers of any corporate entity; and provide for a “Waiver of Subrogation” endorsement in favor of the Owner/Contractor.

Any Contractor/Subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy.

B. Commercial General Liability:

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury-	\$1,000,000.00
General Aggregate & Products/Completed Operations Aggregate-	\$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property-	\$100,000.00
Medical Payment (per-person)	\$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an “insured contract” as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.
2. A per project aggregate of \$ 2,000,000.00.
3. A “Waiver of Subrogation” Endorsement in favor of the Owner/Contractor.
4. The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.
5. The insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of A- or better, or otherwise specifically approved by the Owner.

The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for ongoing operations; and CG 2037 04 13 (or its equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

C. Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance covering the ownership, maintenance and use of

all Owned, Non-Owned and Hired Vehicles by the Subcontractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of \$1,000,000.00 per accident. The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a primary and non-contributory basis. A “Waiver of Subrogation” in favor of the Authority must be included.

D. Commercial Umbrella/Excess Liability Insurance:

Commercial Umbrella/Excess Liability Insurance with limits of \$5,000,000.00 per occurrence and a \$5,000,000.00 aggregate. The Authority, its officers, directors, partners, representatives, agents, and employees must be named as Additional Insureds on a be included.

E. Professional Liability:

- \$2,000,000 Each Claim
- \$2,000,000 Aggregate

F. Cyber Liability

- \$2,000,000 Each Claim
- \$2,000,000 Aggregate

WORKERS COMP IMMUNITY WAIVER:

In any and all claims against the Authority by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor (including any of the Subcontractor’s subcontractors) or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

HOLD HARMLESS / INDEMNIFICATION:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Authority and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents (hereinafter referenced as “Owner Indemnitees”) from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by Authority) arising out of or resulting from, or alleged to arise out of or result from, the Subcontractor’s work (including the work by any of the Subcontractor’s subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner Indemnitees.

MISCELLANEOUS:

If any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any prior written agreement entered between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties and approved in writing by the Authority. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby, and each provision of this Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Insert name of Upstream Vendor or
Upstream Subcontractor]

[Insert name of Downstream Subcontractor]

[Print Name and Title of Representative]

[Print Name and Title of Representative]

Date:

Date: