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**Regular Session of the
Niagara Falls Water Board
March 25, 2019 5:00 PM at
Michael C. O’Laughlin Municipal Water Plant**

1. Call to Order & Pledge of Allegiance

1. Roll Call:

Forster _____ Kimble _____ Larkin _____ Leffler _____ O’Callaghan _____

2. Letters and Communications

3. Approval of Minutes:

- 1. February 25, 2019**
- 2. March 7, 2019**

4. From the Executive Director

- 1. Shimadzu Service Agreement**

5. Personnel Items

- 1. Personnel Actions and Reports dated March 25, 2019**

6. Information Technology (IT) Dept.

7. Financial Reports

- 1. Audit Update**

8. Other Reports

- 1. O&M Report**
- 2. Safety**

9. Attorney/Legal

10. From the Chairman

11. Resolutions

2019-03-002 – REQUIRING REQUEST FOR PROPOSALS OR REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES AGREEMENTS

2019-03-003 – AUTHORIZING CONTRACTUAL ASSISTANCE – GRADE 4 LICENSE

- a. March 12, 2019 GHD Proposal

2019-03-004 – AWARD BID FOR REPLACEMENT OF VALVE AT WALNUT AVENUE AND SECOND STREET

- a. Bid Tabulation and Award Recommendation

2019-03-005 – AUTHORIZING TRANSFER OF CERTAIN AGING ACCOUNTS TO BAD DEBT

- a. List of Accounts and Balances

2019-03-006 – CLOUD BACKUP AND STORAGE SERVICES

- a. Cloud Backup and Storage Invoice

2019-03-007 – AUTHORIZING LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND GRANT APPLICATION

2019-03-008 -- ADOPTING PRIORITIES FOR FUNDING REQUESTS

- a. NFWB Priorities for Funding Requests

2019-03-009 – ACCEPTING ENGINEERING PROPOSAL FOR ENGINEERING ANALYSIS OF LASALLE SEWER FLOWS

2019-03-010 – ELECTION OF OFFICERS

2019-03-011 – FINANCE AND AUDIT COMMITTEE MEMBERSHIP AND MEETINGS

2019-03-012 – GOVERNANCE COMMITTEE MEMBERSHIP AND MEETINGS

2019-03-013 – AUTHORIZING SETTLEMENT OF CLAIM BY FRANCO TALLARICO

a. Notice of Claim

2019-03-014 – AUTHORIZING SHIMADZU SERVICE AGREEMENT

**2019-03-015 – ACCEPTING PROPOSAL FOR WATER AND
SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER**

**2019-03-016 – AUTHORIZING EMPLOYMENT CONTRACT WITH
JAMES PERRY**

a. Proposed Employment Agreement

**2019-03-017 – AUTHORIZING EMPLOYMENT CONTRACT WITH
PATRICK FAMA**

a. Proposed Employment Agreement

12. Unfinished Business

13. New Business & Additional Items for Discussion

14. Executive Session (if needed)

15. Adjournment of Meeting



**Regular Session of the
Niagara Falls Water Board
February 25, 2019 5:00 PM at
Michael C. O’Laughlin Municipal Water Plant**

1. Attendance and Preliminary Matters:

Chairman O’Callaghan called the meeting to order at 5:00 p.m.

a. Forster absent Kimble P Larkin P Leffler P
O’Callaghan P

b. Letters and Communications

There were no letters and communications to discuss at this time.

c. Public Comment (All speakers must register with the Chairperson prior to roll call and are limited to three minutes per person – total time for all speakers may not exceed one hour)

There were no public speakers.

d. Approval of Minutes from January 14, 2019

Motion by Ms. Leffler and seconded by Ms. Larkin to approve the meeting minutes

Forster absent Kimble Y Larkin Y Leffler Y O’Callaghan Y

Motion was carried 4-0

2. Executive Director

a. Online O&M Manual Status Update

Mr. Fama states the online O&M manual is approximately 90% complete and will be ready to report to the DEC on March 13, 2019.

b. Update on Kickoff Meeting – Seven WWTP Engineering Projects

Mr. O’Callaghan questions if all MWBE requirements are being met in regards to these ongoing projects at the wastewater treatment plant. Because MWBE utilization plan proposals were based on all five tasks being awarded, this is requiring some additional review in order to meet goals for work on the three tasks that were awarded.

c. Update on Revisions to Capital Improvement Plan

Ms. Walker and Mr. Williamson have been working together regarding the revisions to the capital improvement plan.

d. Generators at Lift Stations – Authorization for Bids

Mr. Fama states that there are currently 4 lift stations in total, 3 of which have no back up power. Clark Patterson Lee will be soliciting bids for the remaining 3 generators. Mr. O’Callaghan states that ideally he would like to see all necessary work completed at the same time.

e. Other Ongoing Project Updates

Mr. Fama states he has given instruction to hold off on the wastewater treatment plant laboratory renovation at this time, pending further review of needed improvements.

Mr. Fama explains that an additional study may be required with respect to the Beach Ave. water tank project, to make sure the water lines and plant capacity align with the project.

3. Director of Operations

a. Caulking Project – Authorization for Bids

The Board members agreed that bids should be solicited for this project, which will be based on the amount of work authorized, not a fixed-rate contract.

b. Chlorine Tank Removal Update

Mr. Drury states acid removal will need to take place before the removal of the tank. Mr. Meyers from Clark Patterson and Lee will be overseeing the contractors. Mr. Drury states, the weather has been a hindrance with this project, causing the delays.

4. Superintendent

a. Bollier Avenue Project Update

Mr. Wright states some members of the NFWB staff and the Environmental Facilities Corporation had a conference call on February 14, 2019. The City of Niagara Falls will be beginning the bid process. It was stated that the grant funds received for this project will be secure for four years.

b. Valves at 2nd and Walnut, Whirlpool and Ashland

Mr. Wright states he is looking for Board approval for moving forward with the necessary repairs to valves at the corners of Walnut Ave. and Second St., Whirlpool St. and Ashland Ave. Mr. Wright explains that the Niagara Falls City Engineering

Department is aware that there is no grant funding available for this project. The Board members agreed that it was necessary to solicit bids.

5. Engineering

a. Discussion of WWTP Project SCADA Implementation Plan

Mr. Williamson explains that GHD has put together a proposal for this work, in hopes to transitioning from our current software using GE to a Rockwell system that will be a more appropriate system for both the water treatment plant as well as the wastewater treatment plant. Jeff Gee from GHD spoke on behalf of the SCADA implementation and the analysis of the existing system. Mr. Gee explains the main issue is in regards to connectivity and with the transition to the Rockwell system, there will be a much easier interpretation for the operators. The Board directed Clark Patterson Lee to work with Mr. Fama and Mr. Williamson to develop a scope of work and to issue a RFP for the work, so that there will be competitive proposals.

b. LaSalle Flow Monitoring Discussion

A lengthy discussion was had regarding the proposal from GHD to complete flow metering and an engineering evaluation. John Kolaga, Esq., explained that the work is required under the LaSalle SSO Consent Order. The Board questioned why only one proposal, from GHD, had been received. The cost of this evaluation is more than double the cost of similar work in 2012. The scope of work has changed somewhat due to additional flow meters recommended by DEC, as well as implementation of a new method of analysis recommended by GHD. Ms. Kimble and Ms. Larkin requested the use of RFPs for all professional services agreements.

6. Personnel Items/Director of Administrative Services

a. Personnel Actions and Reports

Motion by Ms. Larkin and seconded by Ms. Leffler to approve the recommended personnel actions and report dated February 25, 2019.

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

b. Executive Director position description/recruitment

7. Information Technology (IT) Dept.

Mr. Perry states John Monell from Barron & Associates will be showcasing the Niagara Falls Water Board and the advancements that have been made in regards to three dimensional imagining at the SPAR 3-Dexpo and conference on May 21-23, 2019.

8. Financial Reports – Director of Financial Services

- a. CIP & feasibility study**
- b. Bank Account Balances**
- c. Treasury Investments**
- d. 2018 Audit & PARIS filings**
- e. Budget**
- f. Capital invoice/requisition tracking**

Ms. Walker reported that the 2018 Audit should be ready for discussion at the March meeting.

9. Reports

- a. Questions Regarding O&M Report for January (if any)**
- b. Safety**

Ms. Senia states there were no recordable injuries at this time.

10. General Counsel and Secretary

- a. Update on proposals received Water and Sewer Service Line Protection Program Provider**

Mr. Costello states the proposals for the water and sewer service line protection program provider were opened on February 22, 2019 at 2:00 p.m. Two proposals were received. A review committee will examine the proposals in detail and expects to report to the Board in March.

- b. 56th Street Water Tank – T-Mobile Request to expand lease space for generator.**

T-Mobile's contractor has advised that they do not have access to a generator meeting the requirements for supplying backup power to both T-Mobile's facilities and the water tank. A meeting with T-Mobile (not just its contractor) will be requested.

11. From the Chairman

- a. Lobbying for State/Federal Funds**

Mr. O'Callaghan states the time has come to begin seeking federal funding, also encourages reaching out to local politicians.

Ms. Kimble advised that the Water Board does not need a lobbying firm at this time. She will engage with her connections and work with Mr. Costello to develop letters to

elected officials. Ms. Larkin noted that all member of the Board are appointed by a political entity and have connections that should be approached regarding funding.

12. Resolutions

2019-02-001 – RESOLUTION OF LIEN FOR UNPAID CHARGES AT 5380 FRONTIER AVENUE

Motion by Ms. Larkin and seconded by Ms. Kimble to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O’Callaghan __Y__

Motion was carried 4-0

2019-02-002 – AUTHORIZING RATE CONSULTANT AND CONSULTING ENGINEER AGREEMENT

Motion by Ms. Larkin and seconded by Ms. Leffler to approve AECOM’s

January 21, 2019 proposal

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O’Callaghan __Y__

Motion was carried 4-0

2019-02-003 -- REVISING MOTOR VEHICLE USE POLICY TO ADDRESS USE OF PERSONAL VEHICLES ON WATER BOARD BUSINESS

a. Proposed Revised Motor Vehicle Use Policy

Motion by Ms. Kimble and seconded by Ms. Larkin to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O’Callaghan __N__

Motion was carried 3-1

2019-02-004 – APPROVING ZERO COST CHANGE ORDER FOR EMERGENCY REPAIR CONTRACT

a. City Engineering Memorandum Regarding Change Order

Motion by Ms. Kimble and seconded by Ms. Leffler to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O’Callaghan __Y__

Motion was carried 4-0

2019-02-005 -- LIFT STATION HOISTS AND TROLLEYS

a. Konecranes Proposal dated February 10, 2019

Motion by Ms. Leffler and seconded by Ms. Larkin to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O’Callaghan __Y__

Motion was carried 4-0

**2019-02-006 -- APPROVING EASEMENT AGREEMENT FOR
PROPERTY COMMONLY KNOWN AS 3622 HYDE PARK
BOULEVARD, NIAGARA FALLS, NEW YORK BETWEEN NIAGARA
FALLS BTS RETAIL, LLC, AND THE NIAGARA FALLS WATER
BOARD**

a. Draft Easement

a. Deed for Description of Grantor's Property

b. Legal Description of Easement

Motion by Ms. Kimble and seconded by Ms. Leffler to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

**2019-02-007 -- ACCEPTING ENGINEERING PROPOSAL BY GHD FOR
SEWER FLOW MONITORING AND ANALYSIS WITHIN LASALLE
SEWER SYSTEM**

a. GHD Proposal dated February 11, 2019

b. Flow Monitoring Plan Map

In addition to the points summarized above, Ms. Larkin stated that the proposal is for a lot of money and she would have preferred an RFP, but will vote for the proposal in order to move forward with what is required under the Consent Order. Ms. Leffler agreed that moving forward with the project without delay would be in the best interests of the Water Board's relationship with the DEC.

Motion by Ms. Leffler and seconded by Ms. Larkin to approve

Forster __absent__ Kimble __N__ Larkin __Y__ Leffler __Y__ O'Callaghan __N__

Motion was not carried 2-2

**2019-02-008 -- ACCEPTING PROPOSAL BY AECOM
TO PERFORM EFFLUENT DISINFECTION SYSTEM DESIGN
REQUIRED BY CONSENT ORDER**

a. AECOM February 1, 2019 Proposal

b. NYSDEC Conditional Approval Letter dated January 9, 2019

Motion by Ms. Leffler and seconded by Ms. Larkin to approve

Forster __absent__ Kimble __N__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 3-1

Walk-On Resolutions

Motion by Ms. Kimble and seconded by Ms. Larkin to walk-on resolutions 2019-02-009 and 2019-02-010.

2019-02-009 – AUTHORIZING SETTLEMENT AGREEMENT WITH KEVIN KRITZSCH

Motion by Ms. Kimble and seconded by Ms. Larkin to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

2019-02-010 – PROCUREMENT OF STANDARDIZED SUPERNATANT RETURN PUMP

Motion by Ms. Kimble and seconded by Ms. Leffler to approve

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

13. Unfinished Business

Mr. O'Callaghan questions the status of the GPS on the NFWB fleet.

Mr. Drury explains that the remaining vehicles that currently do not have GPS, will be installed on Thursday February 28, 2019.

14. New Business & Additional Items for Discussion

There was no new business to discuss at this time.

15. Executive Session

The board entered into executive session to discuss a matter in relation to a personnel matter regarding discipline of a particular individual.

Motion by Ms. Larkin and seconded by Ms. Leffler to enter into executive session at 7:33 p.m.

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

Motion by Ms. Leffler and seconded by Ms. Kimble to return to open session at 9:43 p.m.

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

Motion by Mr. O'Callaghan and seconded by Ms. Larkin to terminate the employment contract of the Director of Operations, for cause.

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

16. Adjournment of Meeting

Motion by Ms. Leffler and seconded by Ms. Kimble to adjourn at 10:29 p.m.

Forster __absent__ Kimble __Y__ Larkin __Y__ Leffler __Y__ O'Callaghan __Y__

Motion was carried 4-0

DRAFT



Special Meeting
Niagara Falls Water Board
March 7, 2019 1:00 PM at
Michael C. O’Laughlin Municipal Water Plant

1. **Call to Order & Roll Call:** *The meeting was called to order by Vice Chair Renae Kimble at 1:00 p.m.*

Forster *absent* Kimble *P* Larkin *P* Leffler *P* O’Callaghan *absent*

2. **Resolution**

**2019-03-001 – APPROVING PROPOSAL FOR LASALLE FLOW DATA
COLLECTION AND AUTHORIZING APPLICATION FOR GRANT
TO FUND ASSOCIATED ENGINEERING WORK**

a. TECHSMITH, Inc., February 27, 2019 Quote.

Acting Executive Director, Mr. Fama, explained that the resolution authorizes work by TECHSMITH, Inc., to install flow meters and gather the data required to complete the evaluation required by the Consent Order with NYSDEC. Then the engineering firm awarded the evaluation work will be responsible for evaluating the data collected.

Mr. Fama explains that he would like to see the process of awarding an engineering firm to take place as soon as possible, to make sure the TECHSMITH data is useful, and in order to comply with the Consent Order required evaluation.

Ms. Kimble states she would like to see all professional service agreements awarded through the request for proposal process, in order to obtain complete transparency and an even playing field for all contractors. Ms. Kimble states the two proposals that have already been received will become null and void in order to move forward with a request for proposal process.

Ms. Larkin questions the time the NFWB would have to obtain proposals for said work.

Mr. Williamson explains that the NFWB may be able to expedite the process, and it was decided that the proposals will be due at the NFWB on March 22, 2019 at 9:00 a.m.

Ms. Kimble states she would like to see Clark Patterson Lee verify the grant process for the Engineering Study Grant referenced in the Resolution. Mr. Jaros from Clark Patterson Lee states he will be providing the board members with up-to-date grant information at the March work session.

*Motion by Ms. Larkin and seconded by Ms. Leffler to approve
Forster absent Kimble Y Larkin Y Leffler Y
O'Callaghan absent
Motion was carried 3-0*

3. Adjournment

*Motion by Ms. Larkin and seconded by Ms. Leffler to adjourn at 1:30 p.m.
Forster absent Kimble Y Larkin Y Leffler Y
O'Callaghan absent*

DRAFT

**Niagara Falls Water Board
Personnel Actions and Report
Monday, March 25, 2019**

Recommended Moves by the Director of Administrative Services

I. PERSONNEL ACTIONS RECOMMEND TO HIRE				
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
1.1	Maintenance Worker 2 (MW 2)	WTP	\$ 14.47/hr	To fill for the janitorial and grounds worker (used to be 2 people - our request is to return to two people)
1.2	Maintenance Mechanic (CMM)	Maintenance / WWTP	\$ 20.90/ hr	Back fill for maintenance mechanic transferred to the WTP
1.3	Network Technician	IT Dept	20.81/hr	To meet the increased demands on the department
1.4	Guard	Part time position/Security	15 / hr	To replace the guard resigning

II. RECOMMENDED PROMOTION / MOVE / APPOINTMENT				
Line Item Number	Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
1.1	GMMC Specialist	Post for bidders/ if unfilled move to hire	Grade 9 (USW Unit 02)	6 mo. position expired: as directed by MCSB, full time records coordinator & supply / abolish part-time position. Replace within organized labor structure

IV. BOARD NOTIFICATION OF OTHER MOVEMENT (CBA BID, MCSB APPOINTMENT, LEGAL STATUS CHANGE)				
Name	Position & type of labor move	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION / AUTHORITY

V. OTHER ACTIVITY OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION				
V.1.	Guard	Part time position	\$15.00/hr	Turned in resignation

**REQUIRING REQUEST FOR PROPOSALS
OR REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES AGREEMENTS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) desires to ensure the prudent and economic use of ratepayer monies when securing professional services; and

WHEREAS, the Water Board’s procurement policy and procedures, last revised October 29, 2018, encourage but do not specifically require that a request for proposals (“RFP”) or request for qualifications (“RFQ”) precede the award of a professional services agreement; and

WHEREAS, the Water Board believes that requiring an RFP or RFQ prior to awarding any professional services agreements will promote competition, cost savings, and greater value for dollars spent;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that following new sections hereby are incorporated into the Water Board's Procurement Policy and Procedures, effective immediately:

5.8.3. Except as provided below, a formal RFP or where more appropriate a request for qualifications ("RFQ") shall be required prior to the award of any agreement for professional services requiring the expenditure of Water Board funds over \$10,001.

5.8.4. Where Water Board approval of a professional services agreement is requested without a prior RFP or RFQ, the proposed resolution for the award shall state (1) the reasons why a formal RFP or RFQ was not issued; (2) which firms informally were solicited for proposals; and (3) why the procurement should not be postponed to permit compliance with Section 5.8.3.

Water Board Personnel Responsible for Implementation of this Resolution:

All Staff Involved in Procurements of Professional Services

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

Not applicable; this resolution does not authorize the expenditure of funds.

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to Board

AUTHORIZING CONTRACTUAL ASSISTANCE – GRADE 4 LICENSE

WHEREAS, the Niagara Falls Water Board is required to contract with an individual or entity who possesses a New York State Department of Environmental Conservation (“NYSDEC”) Grade 4 Wastewater Operator Certification until such time as one of its employees secures a Grade 4 license; and

WHEREAS, the Water Board has agreed with NYSDEC to contract for the services of a Grade 4 Certification holder for a minimum of 20 hours per week; and

WHEREAS, Kenneth Maving, an employee of GHD, possesses such a Certification, is acceptable to the NYSDEC, and satisfactorily has been performing the duties required of a Grade 4 Certificate holder at a rate of \$140 per hour, which is billed by GHD; and

WHEREAS, the Water Board is providing training, tutoring, and other resources in order to facilitate the acquisition of a Grade 4 Certification by one of its employees as soon as possible; and

WHEREAS, it is not known precisely how long it will take for a Water Board employee to obtain a Grade 4 Certification, and in the meantime sufficient funds must be appropriated to pay for Mr. Maving’s services, separate and apart from the other professional engineering and consulting projects with which GHD is involved for the Water Board;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that consistent with GHD's March 12, 2019 proposal, the Acting Executive Director hereby is authorized to expend funds not to exceed \$75,000 for Kenneth Maving to act on a contractual basis as the Water Board's Grade 4 licensee for a minimum of 20 hours per week for 26 weeks, commencing April 1, 2019; and

IT IS FURTHER RESOLVED, that Mr. Maving's services shall be terminated when a Water Board employee secures New York State Department of Environmental Conservation Grade 4 Wastewater Operator Certification.

Water Board Personnel Responsible for Implementation of this Resolution:
Acting Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to Board



March 12, 2019

Reference No. 11145878

Mr. Patrick Fama
Acting Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

**Re: Niagara Falls Water Board Wastewater Treatment Plant
Licensed Grade 4 Operator Assistance**

Dear Mr. Fama:

GHD Consulting Services Inc. (GHD) is pleased to submit this proposal to the Niagara Falls Water Board (NFWB) for continuing to provide a Licensed Grade 4 Operator at the wastewater treatment plant (WWTP). GHD has been providing this service to the NFWB since the former chief operator retired, leaving the facility without a Grade 4 license, the grade necessary to be in responsible charge of WWTP operations. The NFWB is currently providing training for the operators, but the time necessary for them to obtain a Grade 4 license makes this a long-term solution.

In the interim, the NFWB needs to have a properly licensed individual overseeing operations at the WWTP and certify its performance. GHD has been providing Mr. Kenneth Maving, a licensed Grade 4A operator, to serve in this role.

1. Scope of Services

Specific items of work include:

- Reviewing daily operating reports and supporting information prepared by the operations staff
- Attending semi-weekly staff coordination meetings onsite
- Conferring with Timothy Lockhart, who the NFWB has retained for operator tutoring
- Conferring with Dr. John Goeddert, AECOM, who the NFWB has retained for process control assistance
- Providing shift supervisors and operators with guidance to diagnose and resolve process and system problems
- Assisting with communication and coordination between operations and multiple ongoing construction projects
- Representing the facility with the New York State Department of Environmental Conservation (NYSDEC) during inquiries and inspections



- Compiling operational data and comments for the required monthly operating report, including signing the report prior to submission to the NYSDEC and the Niagara County Health Department

We understand that Douglas Williamson, P.E. currently serves as the chief operator's backup for electronically signing and submitting the monthly discharge monitoring reports (DMR) to the NYSDEC and the United States Environmental Protection Agency (USEPA). We trust that this practice will continue until the first of the shift operation supervisors attains the proper licensing.

2. Schedule and Fee

GHD proposes to furnish the above scope of services by Mr. Kenneth Maving at 20 hours per week minimum, for 26 weeks (commencing April 1, 2019) at a rate of \$140 per hour, plus expenses for a total not-to-exceed fee of \$75,000. Invoices will be issued monthly. Direct expenses will be invoiced at cost plus 5 percent. Invoices will be due within 30 days from receipt.

Thank you for the opportunity to submit this proposal. We look forward to continuing our assistance to the Niagara Falls Water Board. If you have any questions, please contact us at your convenience.

Sincerely,

GHD

A handwritten signature in blue ink that reads "Robert P. Lannon Jr." with a stylized flourish at the end.

Robert P. Lannon Jr., PE

Vice President

RPL/las/2

cc: Sean Costello, Esq. - NFWB
Rick Henry, PE – CPL
Casey Cowan, PE – GHD
Mr. Kenneth F. Maving – GHD
Filing: Corr

**AWARD BID FOR REPLACEMENT OF VALVE
AT WALNUT AVENUE AND SECOND STREET**

WHEREAS, Niagara Falls Water Board (“Water Board”) staff have identified a valve on a water transmission main near the corner of Walnut Avenue and Second Street (“the valve”) that appears to evidence corrosion and decay that may result in the valve failing to operate properly when required; and

WHEREAS, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared specifications and solicited bids for the replacement of the valve; and

WHEREAS, the bids received have been reviewed and tabulated; and

WHEREAS, City Engineering and Water Board staff recommend awarding the bid to 4th Generation Construction Co., Inc., as the lowest responsible bidder with a total base bid item price of \$45,900;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Acting Executive Director hereby is authorized to contract with 4th Generation Construction Co., Inc., for replacement of the water transmission main valve near the corner of Walnut Avenue and Second Street, for a total amount not to exceed the bid of \$45,900.

Water Board Personnel Responsible for Implementation of this Resolution:
Acting Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O’Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O’Callaghan, Chairperson

Sean W. Costello, Secretary to Board



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302 0069

ENGINEERING DEPARTMENT

March 11, 2019

Niagara Falls Water Board

Mayor Michael C. O'Laughlin
Niagara Falls Water Treatment Facility
5815 Buffalo Avenue
Niagara Falls, New York 14304

Attention: Mr. Patrick Fama
Executive Director

Mr. Fama:

Attached to this brief letter please find the standard City of Niagara Falls Bid Security Information and the Bid Tabulation Summary Sheet(s) for the following project:

VALVE REPLACEMENT PROJECT
(1) Walnut Avenue & Second Street
(2) Whirlpool Street & Ashland Avenue

Arithmetical and typographical errors (if any) have been corrected and the entire package is offered for your review, information and reference. The verified, successful and responsible low bidder for this project is:

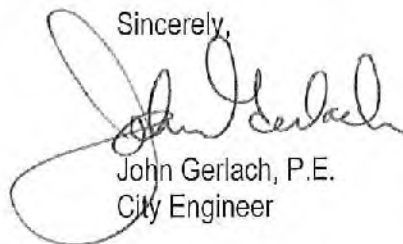
4th Generation Construction Co., Inc.
5650 Simmons Avenue
Niagara Falls, New York 14304

at the total base bid item price of: **\$ 45,900.00**

The City of Niagara Falls Engineering Department recommends award of this contract to the above-referenced firm as indicated without prejudice or further qualification.

Please contact me at your convenience if questions arise or additional clarification is deemed necessary.

Sincerely,



John Gerlach, P.E.
City Engineer

attachments (2)

cc: file

20" VALVE REPLACEMENT PROJECT

BID SECURITY - 5%

TIME: 2:00P.M.

[illegible]

(1) Walnut Avenue and Second Street - (2) Whirlpool Street and Ashland Avenue

BID OPENING: MARCH 11, 2019, 2:00PM

SHEET 01 OF 01

BID SECURITY: 5%		4TH GENERATION CONSTRUCTION, INC.										MARK CERRONE INC.			PINTO CONSTRUCTION SERVICES			SHEET 01 OF 01	
#	BID ITEM	QTY.	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT		
1A	NEW 20" WATER VALVE ASSEMBLY (Walnut Avenue & Second Street)	1	EA.	38,000.00	38,000.00	42,700.00	42,700.00	62,272.00	62,272.00										
1B	NEW 20" WATER VALVE ASSEMBLY (Whirlpool Street & Ashland Avenue)	N.I.C.	EA.																
2	ABANDON EXISTING VAULT(S)	1	EA.	1,000.00	1,000.00	6,360.00	6,360.00	1,500.00	1,500.00										
3	SUBBASE COURSE - TYPE 2 STONE (12" Compacted Thickness)	5	S.Y.	60.00	300.00	30.00	150.00	0.00	0.00										
4	37.5 HMA BASE COURSE - TF9, 60 SERIES (4" Compacted Thickness)	5	S.Y.	60.00	300.00	44.00	220.00	0.00	0.00										
5	19 HMA BINDER COURSE - TF9, 60 SERIES (2" Compacted Thickness)	5	S.Y.	60.00	300.00	42.00	210.00	0.00	0.00										
6	TOPSOIL & SEEDING (4" Min. Depth)	25	S.F.	40.00	1,000.00	10.40	260.00	1.00	25.00										
7	GRANITE CURB RESETTING	20	L.F.	20.00	400.00	23.25	465.00	0.00	0.00										
8	MAINTENANCE & PROTECTION OF TRAFFIC	1	L.S	3,000.00	3,000.00	12,500.00	12,500.00	500.00	500.00										
9	MOBILIZATION	1	L.S	1,600.00	1,600.00	2,000.00	2,000.00	1,200.00	1,200.00										
				\$45,900.00				\$64,865.00				\$65,497.00							
				1				2				3							

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-005

TRANSFER OF UNCOLLECTABLE ACCOUNTS TO BAD DEBT

WHEREAS, most Niagara Falls Water Board water and sewer use charges incurred for service to a particular property become a lien on real property and are transferred to the City tax roll if unpaid; and

WHEREAS, the Water Board bills for certain other charges that do not attach to a property and are not transferred to taxes if unpaid, with such as bills for contractor use of fire hydrant water, and accounts created to recover for damage to Water Board fire hydrants; and

WHEREAS, the Financial Department and Legal Department have reviewed certain unpaid bills and determined that they are not feasible to collect and should be written off of the Water Board's books as bad debt; and

WHEREAS, writing off these uncollectable accounts as bad debt is consistent with sound accounting practices;

NOW THEREFORE BE IT

RESOLVED, that Director of Financial Services hereby is authorized to write off as bad or uncollectable debt the accounts and sums reflected on the list attached hereto as Exhibit A.

Water Board Personnel Responsible for Implementation of this Resolution:
Director of Financial Services.

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
This resolution does not call for the expenditure of funds.

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to Board

REQUESTED APPROVAL FOR BAD DEBT ACCOUNT WRITE-OFF (Updated March 19, 2019)

<u>Name</u>	<u>Account Number</u>	<u>Amount Due</u>	<u>Reason for Debt</u>	<u>Notes</u>	
Allan Donnan	NRHYD0005-001	\$4,433.74	Hitting/damaging hydrant	Canadian address resulted in jurisdiction issue that would have made pursuit of debt too costly to justify effort; statute of limitations has run on this 2012 incident.	
Ashlee Clause	NRHYD0001-001	\$4,404.13	Hitting/damaging hydrant	DA's office attempted to recover payment in connection with criminal prosecution; unsuccessful. Damage to hydrant occurred on 5/3/11; tort cause of action for property damage has a 3 year statute of limitations.	
Brandon Payne	NRHYD0006-001	\$4,433.74	Hitting/damaging hydrant	Outside statute of limitations; no insurance recovery.	
City of Niagara Falls Dept. of Public Works	NRHYD0002-001	\$4,304.60	Hitting/damaging hydrant	Claim date was in 2010; outside of both notice of claim and statute of limitations to sue for recovery.	
Danielle Starks	NRHYD0004-001	\$4,433.74	Hitting/damaging hydrant	Record search indicates debtor is deceased as of October 30, 2013; statute of limitations has expired.	
James Starks	NRHYD0003-001	\$4,404.13	Hitting/damaging hydrant	Damage to hydrant occurred on 10/14/2010 per the invoice, and a tort cause of action for property damage has a 3 year statute of limitations.	
JGB Excavating Inc.	HM19-002	\$785.51	Water/hydrant use	Could not locate debtor; statute of limitations has expired on recovery of 2012 bill.	
Man O'Trees Inc.	HM25-002	\$1,739.86	Water/hydrant use	Man O Trees closed its operations in 2012/2013. No assets were located on review by legal counsel in 2016, and claim is outside statute of limitations.	
	HM51-002	\$7,844.08	Water/hydrant use		
Marquis Jackson	NRHYD0007-001	\$129.14	Hitting/damaging hydrant	Over \$4,300 was recovered; remaining debt of \$129.14 is neither efficient nor possible to recover because of statute of limitations on 2014 incident.	
Yarussi Construction Inc.	HM57-006 HMR26-001	\$4274.83 2,408.36	Water/hydrant use	Company has gone out of business. No viable means of collection.	
Paul Gallo	HM30-004	\$3,003.31	Water/hydrant use	Statute of limitations has expired to recover on these 2010 bills.	
	HM31-001	\$2,730.27	Water/hydrant use		
	HM8-003	\$728.85	Water/hydrant use		
	HM51-001	\$2,177.91	Water/hydrant use		
Stephen Lester	NRHYD0008-001	\$4,699.76	Hitting/damaging hydrant	Statute of limitations has expired on 2014 claim; asset search indicated no assets worth pursuing when reviewed by counsel in 2016.	
Sue/Perior Concrete & Paving Inc.	HM3-005	\$4,611.32	Water/hydrant use	Statute of limitations has expired on 2012 claim; business (apparently linked to Man-O-Trees) appears to have liquidated.	

REQUESTED APPROVAL FOR BAD DEBT ACCOUNT WRITE-OFF (Updated March 19, 2019)

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-006

CLOUD BACKUP AND STORAGE SERVICES

WHEREAS, the Niagara Falls Water Board utilizes Barracuda backup servers and cloud storage to preserve and protect critical data; and

WHEREAS, the Water Board has received an invoice in the total amount of \$24,743.70 for renewal of these services, including protection of its physical servers with one-day replacement, technical support, and updates; and

WHEREAS, the IT Department requests that the Board authorize funds to pay for said cloud storage and other services;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes payment to Networking Technologies, A Division of Reabah, Inc., the sum of \$24,743.70 for one year of cloud backup storage, software updates, and server replacement protection.

Water Board Personnel Responsible for Implementation of this Resolution:
Director of Administrative Services

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to Board

Networking Technologies
3910 Caughey Road
Suite 207
Erie, PA 16506
(814) 836-0000



Date	Invoice
01/09/2019	I214284
Account	
Niagara Falls Water Board	

Bill To:
Niagara Falls Water Board Attn: Carl Hubler 5815 Buffalo Ave Niagara Falls, NY 14304

Ship To
Niagara Falls Water Board Attn: Carl Hubler 5815 Buffalo Ave Niagara Falls, NY 14304

Terms	Due Date	PO Number	Reference	Tax ID
Net 30 Days	02/08/2019	Email Approval	Order #5438	56-2371487
Quote #006635 1YR Renewal for 690 & 790 Appliance Serial #: BAR-BS-958999, BAR-BS-947831				

Product Details	Quantity	Price	Amount
Billable Product Details			
Barracuda Backup Server 790 1 Year Unlimited Cloud Storage Serial #: BAR-BS-958999	1.00	8,248.95	8,248.95
Barracuda Energize Updates - 1 Year Service - 24 x 7 - Technical	1.00	2,968.95	2,968.95
Barracuda Instant Replacement - 1 Year - Service - 24 x 7 x 1 Business Day - Exchange	1.00	3,628.95	3,628.95
1 Year Barracuda Backup Server Unlimited Cloud Storage; BAR-BS-947831	1.00	5,498.95	5,498.95
Barracuda Energize Updates - 1 Year - 24 x 7 - Technical - Electronic Service	1.00	1,978.95	1,978.95
Barracuda Instant Replacement - 1 Year - 24 x 7 x 1 Business Day - Exchange - Electronic and Physical Service	1.00	2,418.95	2,418.95
Total Product Details:			24,743.70
Make checks payable to Networking Technologies A Division of Reabah, Inc.	Invoice Subtotal:	24,743.70	
	Sales Tax:	0.00	
	Invoice Total:	24,743.70	
	Payments:	0.00	
	Credits:	0.00	
	Balance Due:	24,743.70	

Thank you for your business!

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-007

**AUTHORIZING LOCAL GOVERNMENT RECORDS
MANAGEMENT IMPROVEMENT FUND GRANT APPLICATION**

WHEREAS, funds are available through the Local Government Records Management Improvement Fund (LGRMIF) grants program to assist entities like the Niagara Falls Water Board to improve records management; and

WHEREAS, the Water Board has identified a need to improve its records management; and

WHEREAS, the Water Board's grants consultant has recommended that the Water Board seek a LGRMIF grant jointly with the City of Niagara Falls in order to maximize the potential LGRMIF assistance; and

WHEREAS, the Water Board is desires to prepare and submit a complete grant application package for the next round of LGRMIF grants;

NOW THEREFORE BE IT

RESOLVED, that the Water Board hereby authorizes Clark Patterson Lee to work with Water Board staff to explore a joint LGRMIF grant submission with the City of Niagara Falls, or if such a joint application is not feasible, to prepare an application for an LGRMIF grant solely on behalf of the Water Board; and

IT IS FURTHER RESOLVED, that the Executive Director hereby is authorized to execute on behalf of the Water Board such documents as may be required to submit a complete LGRMIF grant application.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-008

ADOPTING PRIORITIES FOR FUNDING REQUESTS

WHEREAS, the Niagara Falls Water Board (“Water Board”) continues aggressively to pursue funding from external sources that will enable it to make vitally needed investments in its infrastructure without requiring dramatic rate increases that would be unaffordable for City residents and businesses; and

WHEREAS, the Water Board has developed a one-page explanation of its largest capital funding needs; and

WHEREAS, the Water Board desires to be consistent in its requests for funding, and to provide for Board members, staff, and consultants a brief and simple document to use when soliciting funds;

NOW THEREFORE BE IT

RESOLVED, that the Water Board hereby adopts the attached “Capital Funding Needs” summary sheet as its priorities for funding requests and encourages all interested parties to seek funding opportunities to meet these capital needs.

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O’Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O’Callaghan, Chairperson

Sean W. Costello, Secretary to Board

Niagara Falls Water Board (NFWB) Wastewater Treatment Plant (WWTP) Capital Funding Needs

Short Term (2019 to 2022)

- \$27 million in capital improvements to stabilize existing WWTP are underway.
- NYSDEC has agreed to provide \$20 million in funding to the NFWB in the form of 50-/50 matching grant
 - \$13.5 million will be used for the \$27 million in identified projects
 - \$6.5 million will be allocated to future work such as wet weather flow reduction, outfall relocation, WWTP conversion, or other projects related to the WWTP.
- These capital improvements will not eliminate the turbidity (cloudiness) or color of the effluent discharged to the Lower Niagara River at the base of the Rainbow Bridge.

WWTP Effluent



Outfall in Lower Niagara River



Longer Term (Beyond 2022)

- Address the cloudy discolored effluent.
- Outfall relocation is ~ \$110 million project and will only move the problem to an area where it will be less apparent.
- Conversion of the plant to a biological treatment system will eliminate the turbid effluent.
 - Treatability studies are being performed and cost estimates are being prepared. Report is due to NYSDEC October 31, 2019.
 - Capital cost will likely be in \$100 to \$200 million range.
 - This amount far exceeds the NFWB's funding capacity and will require significant grant funding.
 - Additional low cost power allocation from NYPA will help to keep operating costs down.
- If the NYSDEC insists on achieving improved wet weather capture to reduce or eliminate sanitary and combined sewer overflows (SSOs & CSOs); significant additional funding will be necessary. At this time CSO estimates range from \$270 million to \$1 billion. No SSO estimates are available, but are also expected to be large.
 - LaSalle SSO report to be updated in near future which will further define anticipated improvement costs.
 - Per DEC request, a preliminary CSO reduction study was performed for several alternate options, each requiring significant funds to implement.

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-009

**ACCEPTING ENGINEERING PROPOSAL FOR
ENGINEERING ANALYSIS OF LASALLE SEWER FLOWS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) pursuant to Order on Consent R9-20080528-32 requires evaluations of the effectiveness of required sewer rehabilitation every five years; and

WHEREAS, the NYSDEC has made certain recommendations to improve the required data analysis; and

WHEREAS, the Water Board sought a competitive proposal for an engineering firm to perform the required evaluation work by: (1) preparing a request for proposals (“RFP”); (2) advertising the RFP in the Niagara Gazette; (3) publishing the RFP on its procurement page; and (4) distributing the RFP to 16 engineering firms; and

WHEREAS, the proposals received were opened on March 22, 2019, and after review staff recommend that the Water Board accept the proposal of _____ dated _____ to perform the engineering, evaluation, and reporting for the required flow metering that meets the NYSDEC’s approval, for a total cost not to exceed \$_____;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby accepts the proposal of _____ dated _____ to perform the engineering, evaluation, and reporting for the required flow metering that meets the NYSDEC’s approval, for a total cost not to exceed \$_____;

Water Board Personnel Responsible for Implementation of this Resolution:
Acting Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Line Item WW-17

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O’Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O’Callaghan, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-010

ELECTION OF OFFICERS

WHEREAS, Article VII, Section 1 of the Niagara Falls Water Board By-Laws states: “The Officers of the Board shall consist of a Chair, Vice-Chair, and a Treasurer, who shall be Members of the Board and a Secretary, who need not be a Member of the Board. Such officers shall be appointed by the Members of the Board and shall serve in such capacities at the pleasure of the Board,” and

WHEREAS, the By-Laws further provide for the Board’s annual meeting to be held in March; and

WHEREAS, the following individuals have been nominated to the following offices:

Chairperson:
Vice-Chairperson:
Treasurer:
Secretary:

WHEREAS, nominations having been duly made and closed;

NOW THEREFORE BE IT

RESOLVED, that the following individuals are hereby elected and appointed as officers:

Chairperson:
Vice-Chairperson:
Treasurer:
Secretary:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O’Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O’Callaghan, Chairperson

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-011

FINANCE AND AUDIT COMMITTEE MEMBERSHIP AND MEETINGS

WHEREAS, the Niagara Falls Water Board has a Finance and Audit Committee; and

WHEREAS, the Chairperson opened the floor for nominations, and
_____ was nominated as Chairperson of the Finance and Audit Committee;
and

WHEREAS, the Chairperson of the Water Board recommends that the Finance and Audit Committee be a committee of the whole, comprised of each member of the Niagara Falls Water Board, with the Executive Director and Director of Financial Services serving as ex-officio members of the Committee;

NOW THEREFORE BE IT

RESOLVED, that

- (1) _____ hereby is appointed Chairperson of the Finance and Audit Committee;
- (2) Until the Water Board's next organizational meeting, the Finance and Audit Committee shall be a committee of the whole, whose membership will be each member of the Niagara Falls Water Board, with the Executive Director and Director of Financial Services serving as ex-officio members of the Committee;
- (3) Meetings of the Finance and Audit Committee will be called by that Committee's Chairperson, with said meetings:
 - a. Held in compliance with the Open Meetings Law, including proper public notice;
 - b. Conducted pursuant to agendas, and recorded with minutes, both of which shall be posted to the Water Board's website; and
 - c. When possible, conducted before or after work sessions or other meetings of the Water Board, to avoid a multiplicity of meetings for Board members.

* CONTINUED ON NEXT PAGE *

- (4) The Chairperson of the Finance and Audit Committee also shall be tasked with scheduling regular meetings with Water Board staff for the coordination of information and execution of Finance and Audit Committee objectives, to be referred to as Finance Team Meetings. The Chairperson will be responsible to report to the Finance and Audit Committee appropriate information from Finance Team Meetings.

Water Board Personnel Responsible for Implementation of this Resolution:

Director of Financial Services

Chairperson, Audit and Finance Committee

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

Not applicable.

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to the Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-012

GOVERNANCE COMMITTEE MEMBERSHIP AND MEETINGS

WHEREAS, the Niagara Falls Water Board has a Governance Committee that it seeks to strengthen by clarifying the membership of that committee and establishing basic procedures for its meetings; and

WHEREAS, the Chairperson opened the floor for nominations, and
_____ was nominated as Chairperson of the Governance Committee; and

WHEREAS, the Chairperson of the Water Board recommends that the Governance Committee be a committee of the whole, comprised of each member of the Niagara Falls Water Board, with the Executive Director and General Counsel and Secretary serving as ex-officio members of the Committee;

NOW THEREFORE BE IT

RESOLVED, that

- (1) _____ hereby is appointed Chairperson of the Governance Committee;
- (2) Until the Water Board's next annual meeting, the Governance Committee shall be a committee of the whole, whose membership will be each member of the Niagara Falls Water Board, with the Executive Director and General Counsel and Secretary serving as ex-officio members of the Committee;
- (3) Meetings of the Governance Committee will be called by that Committee's Chairperson, with said meetings:
 - a. Held in compliance with the Open Meetings Law, including proper public notice;
 - b. Conducted pursuant to agendas, and recorded with minutes, both of which shall be posted to the Water Board's website; and
 - c. When possible, conducted before or after work sessions or other meetings of the Water Board, to avoid a multiplicity of meetings for Board members.

* CONTINUED ON NEXT PAGE *

- (4) The Chairperson of the Governance Committee also shall be tasked with scheduling regular meetings with Water Board staff for the coordination of information and execution of Governance Committee objectives, to be referred to as Governance Team Meetings. The Chairperson will be responsible to report to the Governance Committee meeting appropriate information from Governance Team Meetings.

Water Board Personnel Responsible for Implementation of this Resolution:

General Counsel and Secretary
Chairperson, Governance Committee

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

Not applicable.

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to the Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-013

AUTHORIZING SETTLEMENT OF CLAIM BY FRANCO TALLARICO

WHEREAS, on or about February 25, 2019, Franco Tallarico filed a notice of claim against the Niagara Falls Water Board seeking damages resulting from an alleged failure of the Water Board's sewer main; and

WHEREAS, the Water Board has defenses to the claim, but a portion of the amount claimed was for work that benefited the Water Board's sewer main, and the Water Board's General Counsel recommends that the matter be compromised and settled for \$4,000 to buy the Water Board's peace and to avoid the expense and uncertainty of litigation;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay the sum of \$4,000 to Franco Tallarico, as settlement in full of the Notice of Claim filed on or about February 25, 2019, on the condition that the claimant execute a general release acknowledging that no party admits fault for the underlying incident.

Water Board Personnel Responsible for Implementation of this Resolution:
General Counsel

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to the Board



NIAGARA FALLS WATER BOARD

5815 Buffalo Avenue
Niagara Falls, NY 14304

FEB 25 2019

WATER BOARD

NOTICE OF CLAIM FORM FOR PERSONAL INJURY, DAMAGE TO PROPERTY OR LOSS OF PROPERTY

in person

NOTE: NO NOTICE OF CLAIM WILL BE ACCEPTED IF FILED LATER THAN 90 DAYS FROM THE DATE OF LOSS. YOUR CLAIM MUST PROVIDE VALID PROOF OF ALLEGED DAMAGES AND PROOF OF THE VALUE OF ANY PROPERTY ALLEGEDLY DAMAGED.

UNDER NEW YORK LAW, ANY PERSON WHO PRESENTS A FALSE OR FRAUDULENT CLAIM TO A LOCAL GOVERNMENT FOR PAYMENT IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES INCLUDING RECOVERY OF THREE TIMES THE AMOUNT OF DAMAGES SUSTAINED BY SUCH LOCAL GOVERNMENT.

CLAIM INVESTIGATION BY THE NIAGARA FALLS WATER BOARD WILL TAKE BETWEEN 6 TO 8 WEEKS

1. Name of Claimant: FRANCO TALLARICO
2. Address of Claimant: NIAGARA FALLS, N.Y. 14305
3. Claimant's telephone number: 716
4. Owner of damaged or lost property: FRANCO TALLARICO
5. Owner's address: NIAGARA FALLS, N.Y. 14305
6. Owner's telephone number: _____
7. Date of Loss: 1-11-2019
8. Time when loss occurred: 10:10 (AM) PM
9. Exact location of loss(i.e. house address, nearest cross street): 532-23rd STREET

10. Police report number (if any) NA

11. Describe how loss occurred: Sanitary sewer backed
up in basement flooded furnace and
the water heater and plumbers were
not able to get sewer running

12. List all items of property damage ascertained to date (attach two original

estimates of repair or replacement and all paid original

receipts): Receipts from La Salle Contracting
are enclosed

Claim must be notarized

THE UNDERSIGNED DECLARES, UNDER PENALTIES OF PERJURY, THAT
HE/SHE IS THE CLAIMANT, THAT HE/SHE HAS READ THE FOREGOING
NOTICE OF CLAIM, THAT TO THE BEST OF HIS/HER KNOWLEDGE THE
INFORMATION CONTAINED HEREINABOVE IS TRUE AND CORRECT.

Francis Gallarico
Signature of Claimant

Sworn to, before me this 27th

day of February, 20 22

Sharon Anne Fuller
Notary Public/ Commissioner of Deeds

Sharon Anne Fuller
Notary Public, State of New York
No. 01FU6014615
Qualified in Niagara County
Commission Expires Oct 19 2023

LASALLE CONTRACTING CORP.
1207 MILITARY ROAD
NIAGARA FALLS, NEW YORK 14304
#716-255-0554
lasallecontco@aol.com

January 21, 2019

Mr. Franco Tallarico

Niagara Falls, New York 14305

#930-3949

REF: 532-23rd. Street

INVOICE #12119-1

1-11-2019: Ran roto rooter , camera and hi-pressure machine thru the sanitary sewer;
found sanitary sewer broken at the city main:

Plumber Foreman:	4 hours at \$79.50	\$ 318.00
Plumber Helper:	4 hours at \$59.50	\$ 238.00
Truck & roto rooter:	4 hours at \$22.50	\$ 90.00
Hi-pressure & camera rental:		\$ 250.00

1-14-2019:

Excavated to repair sanitary sewer in the roadway. After excavation we found the city 10" sanitary sewer main was broken causing the house lateral to collapse because of the broken main and wye connection which we believe was caused by a large water break in the past year or so on the city main. Excavation was 12 to 13 feet

Statement of charges for work done on 1-14-2019 :

Hoe ran & operation:	2 hours at \$190.00	\$ 380.00
Large backhoe & operator:	7 hours at \$140.00	\$ 980.00
Dump truck & driver:	9 hours at \$ 65.00	\$ 585.00
Utility truck & tools:	9 hours at \$ 22.50	\$ 202.50
Plumber Foreman:	9 hours at \$ 79.50	\$ 715.50
Laborer:	9 hours at \$ 59.50	\$ 535.50

After excavation we found it necessary to replace a section of 10" sewer main with 2 wye connection. We notified the Owner, City of Niagara Falls Inspector, Water Department personal on Tuesday 1-15-2019.

1-16-2018:

Excavated 20 feet of 10" sanitary sewer broken tile, replaced 10 feet with two new wyes connected with a P.V.C. schedule 3500 pipe and fittings. Excavation was 12 to 14 feet deep:

Hoe ram & operator:	2 hours at \$190.00	\$ 380.00
Large backhoe & operator:	10 hours at \$140.00	\$1,400.00
Dump truck & operator:	10 hours at \$ 65.00	\$ 650.00
Plumber Foreman:	10 hours at \$ 79.50	\$ 795.00
Laborer:	10 hours at \$ 59.50	\$ 595.00
Utility truck & tools:	10 hours at \$ 22.50	\$ 225.00
Pipe & fittings:	(slip enclosed)	\$1,064.88
Permit & filing fees:		\$ 190.00
Stone:	42 ton at \$ 21.00	\$ 882.00
Rental and delivery of steel plates		\$ 320.00
Concrete:	10 bags at \$ 4.20	\$ 42.00

Work to be done to replace concrete and black-top when the weather permits.

Pour concrete:		
Forman:	4 hours at \$79.50	\$ 318.00
Laborer:	4 hours at \$59.50	\$ 238.00
Truck & tools:	4 hours at \$22.50	\$ 90.00
Concrete:	3 yards at \$179.50	\$ 538.50

Black-top:	\$ 950.00
------------	-----------

Total owed: \$12,972.88

Terms: Due upon receipt

Thank you,

John Gross
President

LOCK CITY SUPPLY INC.
650 WEST AVENUE
P.O. BOX 401
LOCKPORT NY 14095

Phone 716-625-8666 Fax 716-434-0296

15:32 01/14/19 PE

ORDER# -80-REV
122881 -00-000

S
O T
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D

CASH

532-23rd St.

S JONATHAN GROSS
H T
I O
P

TUES.
A.M.

el

Fax 716-434-0296

RDER ATE	CUSTOMER NUMBER	CUSTOMER P/O NUMBER	TERMS CODE	TAX CODE/%	SHIP VIA	SALES PERSON	JOB ID/NAME
1/14/19	0000423		Net Due	NI 8.000%		House Account	JONATHAN GROSS

N#	Q-ORD	Q-SHP	B-LDC	PRODUCT	UOM	UNIT-PRICE	DISC%	EXTENSION
----	-------	-------	-------	---------	-----	------------	-------	-----------

1)	2	2		FC0575 10" 1002-1010SR CLAY X PVC/CI FERNCO COUPLING WITH SHEAR RING	EA	81.7650		\$163.53
----	---	---	--	---	----	---------	--	----------

2)	1	1		IP2545 10 X 6 PVC RT WYE	EA	191.9658		\$191.97
----	---	---	--	-----------------------------	----	----------	--	----------

=====

Sub-Total	355.50
Tax	28.44
Order Total ...	383.94

** WEIGHT SUMMARY **

586.94

FERNCO.....	12
RT FITTING.....	13

Shog Singh 9400

P. VISA

1064.88

TOT: 3

BDLS WGHT BAGS PIECES CRATES PKGS CTNS LNTH

PICKED BY _____ CHKD BY _____ PACKED BY _____ DATE SHIP 1/15/19 RCVD IN GOOD COND X _____

RANCH 01 P A C K I N G S L I P / S A L E S O R D E R PAGE 1/2 (PE)

LOCK CITY SUPPLY INC.
650 WEST AVENUE
P.O. BOX 481
LOCKPORT NY 14095

Phone 716-625-8665 Fax 716-434-0296

11:45 01/16/19 PE

ORDER# -80-REV
122917 -00-000

S CASH S JONATHAN GROSS
O T H T
L O I O
B P

e1 Fax 716-434-0296

ORDER DATE	CUSTOMER NUMBER	CUSTOMER P/O NUMBER	TERMS CODE	TAX CODE/%	SHIP VIA	SALES PERSON	JOB ID/NAME
1/16/19	0000423		Net Due	NI 8.000%		House Account	JONATHAN GROSS

N#	Q-ORD	Q-SHP	B-LOC	PRODUCT	UOM	UNIT-PRICE	DISC%	EXTENSION
1)	1	<u>1</u>		IP2545 10 X 6 PVC RT WYE	EA	191.9658		\$191.97
2)	4	<u>4</u>		IP2860 6 PVC RT G X G 45 ELBOW	EA	24.1566		\$96.63
3)	2	<u>2</u>		IP2955 6 PVC RT G X G 22.5 ELBOW	EA	23.4352		\$46.87
4)	2	<u>2</u>		IP3005 6 PVC RT SP X G 22.5 ELBOW	EA	22.2300		\$44.46
5)	2	<u>2</u>		FC0575 10" 1002-1010SR CLAY X PVC/CI FERNCO COUPLING WITH SHEAR RING	EA	81.7650		\$163.53

=====

Sub-Total	543.46
Tax	43.48
Order Total ...	586.94

*** WEIGHT SUMMARY ***

RT FITTING.....	29
FERNCO.....	12

Handwritten signature/initials

[CONTINUED]

1-16-19

PICK TICKET



PRINT



Plumbing, Heating, Cooling, Refrigeration and Electrical Distributors

LASALLE CONTRACTING

SHIP TO:

CASH ACCOUNT

2104 NIAGARA ST

NIAGARA FALLS, NY 14303

C A S H O N D E L I V E R Y

INSTRUCTIONS:

(716) 255-0554 /

99995339

BILL TO: LASALLE CONTRACTING

CASH ACCOUNT

2104 NIAGARA ST

NIAGARA FALLS, NY 14303

ORDER TYPE	CUSTOMER P.O. NUMBER	TERMS	OUTSIDE SALES REP.	INSIDE SALES REP.
50	2104 ST	CASH	179	Bjd

ORDER NUMBER	11229575-00	PAGE	1
DATES			
ORDER	01/16/19	REQUEST	01/16/19
SHIP POINT			
Irr SUPPLY (11) NIAGARA FALLS			
SHIP VIA			

LN	BIN LOCATION	PRODUCT	ORDERED	BACK ORD.	SHIPPED	DESCRIPTION	UNIT PRICE	U/M	AMOUNT
1		CASH ON CREDIT ONLY... NO check req. not CR/05/005/G03 mismt0266arc	File 4.00	0.00	4.00	MRO2 66ARC FLEX SEAL CPL 6"CLAY-6"CI/PL MISSION	66.460	each	265.04

Handwritten signature/initials

Handwritten signature/initials

Handwritten signature/initials

QTY SHIPPED: 4	WEIGHT: 0.0	CUBE: 0.0
FREIGHT/ADD ONS		
TAX AMOUNT		21.26
TOTAL		287.10

Last Page

PCK BY: *Handwritten initials*

QTY SHIPPED: 4

WEIGHT: 0.0

CUBE: 0.0

PRICES EFFECTIVE AT TIME OF SHIPMENT. ALL RETURNED GOODS MUST BE ACCOMPANIED BY A COPY OF THE ORIGINAL INVOICE. MUST BE AUTHORIZED AND A 25% HANDLING CHARGE WILL APPLY. DEFECTIVE MATERIAL WILL BE REPLACED OR CREDITED SUBJECT TO MANUFACTURER'S WARRANTIES. THERE ARE NO IMPLIED WARRANTIES. WARRANTIES COVERING PRODUCTS ARE THOSE OF THE MANUFACTURER AND ARE LIMITED TO REPLACEMENT OR REPAIR OF PRODUCTS FOUND TO BE DEFECTIVE UPON INSPECTION BY THE MANUFACTURER. NO CHARGES FOR LABOR, FREIGHT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WILL BE HONORED. A SERVICE CHARGE OF 2% PER MONTH (24% PER YEAR) WILL BE ADDED TO ALL PAST DUE BALANCES, IN THE EVENT THIS SALE IS PLACED WITH AN ATTORNEY FOR COLLECTION, THERE SHALL ALSO BE DUE AND OWING ALL COLLECTION COSTS INCURRED, INCLUDING ATTORNEY'S FEES OF 25% OF THE AMOUNT DUE.

RECEIVED BY: _____

SIGNATURE: _____



Irr Supply Branch #11
8890 PORTER ROAD
NIAGARA FALLS New York 14304
7162979400

Customer information

Street: 6945 tawny dr nia falls n
Zip code: 14304

Cardholder Signature

[Empty box for Cardholder Signature]

GROSS JOHN

Transaction information

RepeatSale
Date: 01/16/2019 1:17 PM
Merchant ID: 12724648
Terminal ID: 00000001
Invoice No.: 11229575
Amount: \$287.10
Card Number: *****3002
Response Msg: Approved
Auth Code: 147720
Auth Mode: Issuer
Processed as: AMEX
Entry Method: Manual
Trace No.: 901618419520
Reference No.: 1511353776
Match AVS: Match Y
Match ZIP: Match Y
Match CVV: Not Present
Client ID: lasalle contr
Token ID: NK5JDNWX|12724482
User ID: branch11

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).
Merchant / Customer Copy

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-014

AUTHORIZING SHIMADZU SERVICE AGREEMENT

WHEREAS, various instruments at the Water Treatment Plant laboratory were manufactured by Shimadzu Scientific Instruments, Inc.; and

WHEREAS, the Water Board desires to purchase a service agreement and warranty to maintain this costly equipment in good working order; and

WHEREAS, Shimadzu offers a manufacturer's three-year service agreement at a 20% discount, and will permit payment for the service agreement in annual installments;

NOW THEREFORE BE IT

RESOLVED, that the Executive Director hereby is authorized to enter into a three-year service agreement with Shimadzu Scientific Instruments, Inc., for a total price of \$74,740.80, to be paid in annual installments of \$24,913.60 per year.

Water Board Personnel Responsible for Implementation of this Resolution:
Executive Director

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to the Board

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.
 62 Forest Street
 Suite 110
 MARLBOROUGH, MA 01752
 Phone: 508-573-3440 Fax: 800-590-0797

SA NUMBER 0000079172
 Customer Number B0000024
 Type Quote

Location of Equipment

NIAGARA FALLS WATER BOARD
 5815 BUFFALO AVE
 WATER TREATMENT PLANT
 NIAGARA FALLS, NY 14304-3832

Contact: PATRICK FAMA
Phone: 716-283-9770

Billing Address

B0000024

Niagara Falls Water Board
 5815 BUFFALO AVE
 WATER TREATMENT PLANT
 NIAGARA FALLS, NY 14304-3832

<u>Model</u>	<u>Serial Number</u>	<u>Coverage Plan</u>	<u>Coverage Price</u>
GC-2010 PLUS AF 115V	C11804906008	EXTENDED WARRANTY PLUS	\$4,821.00
AOC-20I, WITH POWER SUPPLY, GC-2010	C11314917006	EXTENDED WARRANTY PLUS	\$1,578.00
AOC-20I, WITH POWER SUPPLY, GC-2010	C11314917031	EXTENDED WARRANTY PLUS	\$1,578.00
AOC-20S, GC-17/GC-2010/GC-2014,	C11514908008	EXTENDED WARRANTY PLUS	\$1,176.00
SPL FOR GC-2010 PLUS, 115V		EXTENDED WARRANTY PLUS	\$2,508.00
ECD-2010 WITH NI 63.		EXTENDED WARRANTY PLUS	\$5,559.00
GCMS-QP2010 S W/O Rotary Pump	O20384950332	EXTENDED WARRANTY PLUS	\$17,550.00
AOC-20I, WITH POWER SUPPLY, GC-2010	C11314917391	EXTENDED WARRANTY PLUS	\$1,578.00
AOC-20S, GC-17/GC-2010/GC-2014,	C11514908093	EXTENDED WARRANTY PLUS	\$1,176.00
TOC-LCPH	H54214900323	EXTENDED WARRANTY PLUS	\$10,692.00
ASI-L for 9 or 40 mL Vials (Requires 9 or 40 mL rack)	H57114900277	EXTENDED WARRANTY PLUS	\$2,835.00
ICPMS-2030 Mass Spectrometer	B42245400075	EXTENDED WARRANTY PLUS	\$38,136.00
AS-10 Autosampler	B46445400181	EXTENDED WARRANTY PLUS	\$1,947.00
Cooling Water Circulator for ICPE-9800, ICPMS-2030		EXTENDED WARRANTY PLUS	\$1,392.00
CONTRACT TRAVEL		Travel Zone A (0-100 miles)	\$720.00
		SUBTOTAL:	\$93,246.00
		DISCOUNT:	\$18,505.20
		TOTAL PRICE:	\$74,740.80

RENEWAL:
 THREE YEAR EXTENDED WARRANTY PLUS PM AGREEMENT. INCLUDES 1 PM EACH YEAR..
 20% Discount Extended.
 Payment terms Annual at \$24,913.60 per year.
 Contact: Patrick Fama / 716-283-9770 / pfama@nfwb.org

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.
62 Forest Street
Suite 110
MARLBOROUGH, MA 01752
Phone: 508-573-3440 Fax: 800-590-0797

SA NUMBER 0000079172
Customer Number B0000024
Type Quote

PRICES WILL REMAIN IN EFFECT FOR 30 DAYS FROM THE QUOTATION DATE

REGION**EFFECTIVE DATES****Purchase Order:**

25NAT

3/19/2019 - 3/18/2022

SHIMADZU SCIENTIFIC INSTRUMENTS, INC.**CUSTOMER**

SUBMITTED BY: _____

APPROVED BY: _____

DATE SUBMITTED: _____

TITLE: _____

AUTHORIZED BY: _____

DATE APPROVED _____

DATE AUTHORIZED: _____

NOTE: Please sign and return this quote
with hard copy of the Purchase Order for processing.

The description of the terms & conditions are provided on the
attached sheets. Through signature and/or purchase order, buyer
agrees to comply with these terms & conditions

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-015

**ACCEPTING PROPOSAL FOR WATER AND
SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER**

WHEREAS, the Niagara Falls Water Board (“Water Board”) issued a request for proposals (“RFP”) seeking a provider for water and sewer service line protection (“WSSLP”) services; and

WHEREAS, the Water Board’s primary objectives for the WSSLP program are to:

1. Provide ratepayers with affordable protection against the significant, unexpected costs of repairing or replacing leaking water service lines, and repairing or replacing broken and leaking sanitary sewer service lines and clearing blockages;
2. Minimize the impacts to homeowners, neighbors, the public water and sewer system and the environment from broken/improperly functioning water and sanitary sewer service lines;
3. Ensure that timely, high-quality plumbing services that conform to City codes are provided to covered customers;
4. Educate ratepayers as to their responsibility regarding service line maintenance;
5. Provide support for the Water Board’s efforts to inspect sewer mains and sewer laterals, in order to identify sources of infiltration and damaged sewer lateral connections before basement backups and other negative consequences occur;
6. Accelerate the replacement of lead and galvanized water service lines with more suitable materials; and

WHEREAS, the Water Board sought competitive proposals by: (1) preparing a request for proposals (“RFP”); (2) advertising the RFP in the Niagara Gazette; (3) publishing the RFP on its procurement page; and (4) distributing the RFP to three companies identified as providing WSSLP services; and

WHEREAS, the proposals received were opened on February 22, 2019, and after review staff recommends that the Water Board select the proposal of Utility Service Partners Private Label, Inc., a HomeServ Company, as the proposal that offers the most coverage at the lowest price to Water Board ratepayers;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby accepts the proposal of Utility Service Partners Private Label, Inc., to provide water and sewer service line protection services; and

IT IS FURTHER RESOLVED, that upon negotiation of a contract with Utility Service Partners Private Label, Inc., containing terms no less favorable to the Water Board than proposed, the Executive Director hereby is authorized to execute that contract.

Water Board Personnel Responsible for Implementation of this Resolution:
General Counsel

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
No expenditure of Water Board funds is required.

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

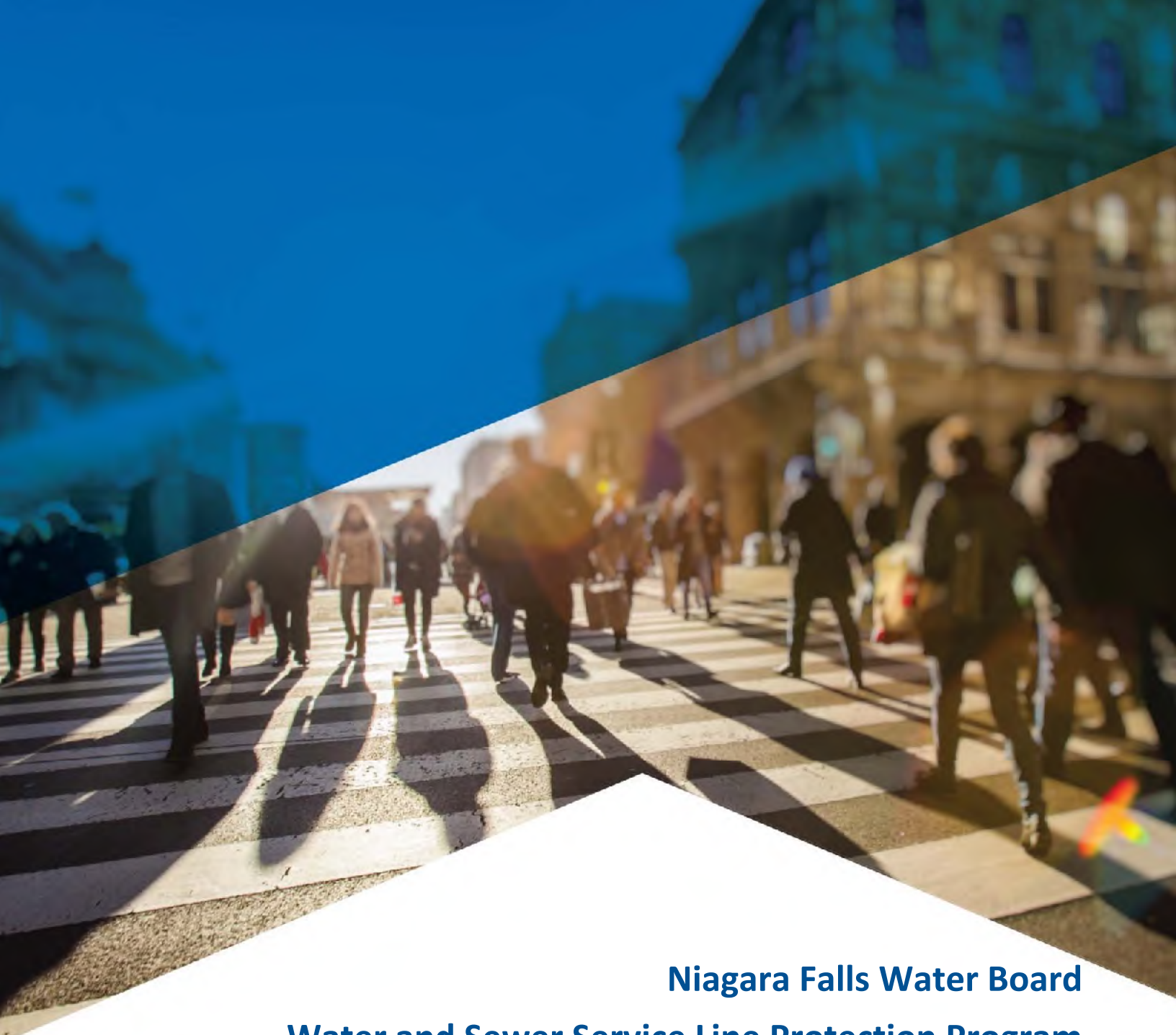
	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O'Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to Board



Niagara Falls Water Board
Water and Sewer Service Line Protection Program
RFP No. 2019-01

Utility Service Partners Private Label, Inc., a HomeServe Company
601 Merritt 7, 6th Floor, Norwalk, CT, 06851

February 22, 2019
Mike Chambers
724.678.6075
MChambers@UtilitySP.net



NLC Service Line
Warranty Program

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Executive Summary

We are pleased to present our qualifications for the Niagara Falls Water Board Water and Sewer Service Line Program (WSSLP). Our proposed solution achieves all Water Board goals.

The only program endorsed by the National League of Cities

The National League of Cities (NLC) Service Line Warranty Program (SLWP), administered by Utility Service Partners, Inc., a HomeServe company, was conceived in partnership with the NLC to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for service line repairs. The only one of its kind endorsed by the National League of Cities, our program will provide exemplary service that reflects positively on the Niagara Falls Water Board and:

- Provide ratepayers with optional affordable protection against the unexpected and costly repairs and replacements of water and sewer lines
- Minimize the impacts to homeowners, neighbors, the public water and sewer system and the environment from broken/improperly functioning water and sewer lines
- Ensure timely, high-quality plumbing services that conform to City codes
- Educate ratepayers as to their responsibility regarding service line maintenance
- Support Water Board's efforts to identify and rectify damaged sewer lateral connections before negative consequences occur
- Accelerate the replacement of lead and galvanized water service lines with more suitable materials

The Service Line Warranties Program of Canada is *the only program endorsed by the Association of Municipalities of Ontario/Local Authority Services*, with over 50 participating cities and utilities in Ontario.

Unmatched experience

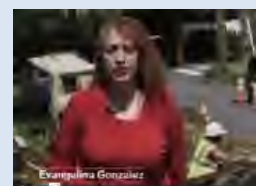
We have been offering water and sewer line repair service programs in North America since 2003 and, based on our experience, we don't anticipate any significant program challenges. We have found that clearly communicating lead times, deliverables and needed approvals to our partners results in a timely, strong and productive relationship.

We currently operate programs with over 600 municipalities, utilities and association partners, servicing over 1.6 million active water line policies and over 940,000 active sewer line policies. In the past three years, we have performed over 355,000 water- and sewer-related repairs, saving homeowners over \$192 million in repair costs.

Presence in New York State

We have 175,000 customers in New York State. In the last three years we have performed over 37,000 jobs, saving customers over \$15 million. Visit the link below to see a recent pro-bono job in Yonkers, NY for a homeowner who was denied coverage from another service provider. The video features comments from the homeowner, one of our New York contractors and our Regional Operations Manager, Mary Michell. Additional video testimonials are available in the Reference Section.

www.utilitysp.net/yonkers



Protection for all citizens

Our products and services provide an option for 100% of Niagara Falls homeowners, ensuring that water loss associated with service line failures is minimized and that your residents are prepared and protected.

Additionally, the program stimulates the local economy and supports M/WBE and SDVOB goals by using fully vetted local contractors to complete repairs.

What Differentiates Us

Our overall approach to the successful completion of the scope of services outlined in this RFP is to provide flawless execution throughout all phases of the customer journey so your allocation of internal resources is minimal. Our solution is designed to be completely user-friendly. Simple enrollments, flexible payment options, quick and easy claims and professional and courteous customer interactions at every level of the organization result in exceptional customer satisfaction ratings.

Our partners have selected the NLC SLWP over other providers as they value quality coverage and superior customer service over a lower price that limits coverage, has restrictive terms and conditions, or cuts corners in repairs or customer service in order to save money. Additionally, unlike many other providers:

- Our service plans have the fewest exclusions in the industry and easy-to-understand Terms & Conditions.
- Our plans are underwritten by A.M. Best A-rated national insurance providers. We do not self-insure as our competitors do. We believe you and your customers deserve long-term assurance.
- There are no pre-inspections required before purchasing a plan.
- We never subject customers to deductibles, service call fees or paperwork to fill out at the completion of a job.
- The words “repair or replace” are in all of our product Terms & Conditions. Some other providers offer repair services only. Please refer to Appendix E for a Terms & Conditions comparison.
- We offer live operators 24 hours a day, 365 days a year to answer claims calls. Other providers have an answering service after 10pm.
- Our repairs/replacements are guaranteed for one year for parts and workmanship.
- We have industry-leading quality control measures to ensure an exceptional customer experience.
- Our locally based, fully licensed and vetted contractor network is closely supervised by Regional Operations Managers who ensure all work is performed to our high standards and is compliant with all local codes, regulations and permit requirements.

Proposal Scope and Requirements

A. Program Minimum Technical Requirements

The scope of repairs to be covered by provider's WSSLP program. At a minimum, the price for WSSLP program must include:

- a. Coverage for broken, clogged, tuberculated, leaking, and frozen water and sewer service lines;
- b. For covered events, all labor and materials to repair or replace the ratepayer's water or sewer service line;
- c. Complete replacement of any lead or galvanized water service lines that require repair;
- d. The cost of obtaining all necessary permits from the City of Niagara Falls;
- e. Traffic control, safety, and site restoration to pre-excavation conditions (including pavement, sidewalk, and curb restoration to City standards).

The National League of Cities Service Line Warranty Program ("NLC SLWP") plans exceed the requirements of the Water Board. Per RFP requirements we will be offering *Exterior Water Service Line* and *Exterior Sewer Service Line* plans to Niagara Falls homeowners. These plans include:

- Coverage for broken, clogged, tuberculated, leaking, and frozen water and sewer service lines
- For covered events, all labor and materials to repair or replace the ratepayer's water or sewer service line
- Complete replacement of any lead or galvanized water service lines that require repair
- The cost of obtaining all necessary permits from the City of Niagara Falls
- Traffic control, safety, and site restoration to pre-excavation conditions, including pavement, sidewalk, and curb restoration to City standards
- One-year warranty on all labor and materials for covered repairs, regardless of whether the residential customer continues to maintain an account after the repair or replacement has occurred, or in the event that there is a change in property ownership.

In addition, our plans include:

- No deductible, call-out fee or pre-inspection required
- Unlimited calls and unlimited coverage with no lifetime cap

Per RFP requirements:

- Water Board ratepayers within the City of Niagara Falls with water meters one inch or smaller in diameter will be included in the program.
- All work will be performed to applicable rules, laws, ordinances, and regulations of the State of New York, County of Niagara, City of Niagara Falls, and Niagara Falls Water Board.
- The Sewer Service Line plan will include repairs to sewer laterals where customers have been notified by the Water Board of a defect in their sewer lateral, even if the customer is not yet experiencing problems as a result of the defect.

- Limitations: Homeowner must have purchased a plan prior to receiving the notification of defect and claim is subject to a 30-day waiting period after enrollment.

Waiting Period/On-Demand Repairs:

After enrollment, there is a 30-day waiting period before a claim may be filed. Repairs/replacements related to notification by the Water Board of a defect in their sewer lateral will be subject to the standard 30-day waiting period before a claim may be filed.

To offer protection to all Niagara homeowners, our On-Demand Repair Service will be available to those without a plan who experience a repair emergency. These homeowners will have access to our network of vetted and local contractors as well as affordable pricing based on our pre-negotiated rates.

Sample Customer Terms and Conditions:

Please see Appendix F for sample customer Terms and Conditions.

Value Added Programs:

Should the following products be of interest to the Water Board, we can discuss including them in your program.

Product / Service	Description
Interior Plumbing and Drainage	Coverage would include unblocking, repairing or replacing interior water service and drainage pipe materials, valves and other plumbing-related material.
Non-residential	We could work with the Water Board to develop an offer for small businesses and light commercial customers.
Grinder Pumps and Clean-Outs	Should these services be of interest to the Water Board, we could offer coverage for grinder pumps and clean-outs.
Water Heater	Coverage would include repair or replacement of most major parts of tank-based and electric, natural gas and propane water heaters or replacement of the unit.
Leak Detection	Most people don't realize that a leaking toilet will waste as much as 57,000 gallons of water in one year's time. As a value-added feature to our existing service plans, we could develop a stand-alone water conservation enhancement for the Water Board at a minimal cost. For example, as part of every claim repair to a water service line, we could offer an in-home leak detection test to the homeowner that would include, among other measures, replacing the toilet flapper valves within the home.

Product / Service	Description
LeakBot	<p>LeakBot, HomeServe Labs' flagship product was developed over a 2-year period and launched publicly in June 2016. A smart water leak alarm for the home, LeakBot solves a real problem for both homeowners and insurers by being able to spot hidden water leaks before they become a problem, reducing the impact of water damage in the home.</p> <ul style="list-style-type: none"> • Attaches directly to pipe to monitor water usage • Easily installed by customer – no plumber needed • Uses Thermic-Flo technology to detect small leaks before they become a big problem • Alerts are sent to the homeowner's smartphone if a leak is detected <p>For more information visit https://www.leakbot.io/.</p> <p>We can discuss offering this product as a value add to Water Board customers.</p>
Premium Restoration	<p>For an additional monthly fee, we can provide supplementary professional restoration work associated with a covered repair. Includes replacement of shrubs and trees that are under 6 feet tall, laying of sod or mulch and resetting of decorative pavers and bricks for walkways, sidewalks, driveways, walls and patios.</p>



We also offer a full suite of gas and electric products outlined below. All programs are serviced by our existing contractor network.

Product / Service	Description
Exterior Electric Wiring	Covers the emergency breakdown costs for repair or replacement of the overhead or underground exterior electrical wiring components.
Interior Electric Wiring	Covers the emergency breakdown repair costs of faulty outlets or GFCI, switches, wiring or rewiring circuit to breakers, individual breakers, breaker panel or fuse boxes and junction boxes.
Heating and Cooling System Coverage	Covers emergency breakdown repair of your home heating and cooling systems.

Product / Service	Description
Gas Line	Coverage includes the emergency breakdown repair costs of the natural gas supply lines inside and outside the home.
Gas Line Inspection	Enhanced gas line coverage to include annual comprehensive maintenance inspection to the gas line, ventilation systems and application connects.

B. Financial Terms

Exterior Water Service Line and *Exterior Sewer Service Line* plans have unlimited annual and per-occurrence coverage, and unlimited number of claims.

Please see below for per month pricing. Program customers will be billed directly. Charges will not appear on the ratepayer's bill.

Product	Mo. Payment	Total Annual Coverage	Annual Service Calls/ Per Call Coverage
Water Service Line	\$3.99*	Unlimited	Unlimited calls Unlimited per call
Sewer/Septic Line	\$6.99*	Unlimited	Unlimited calls Unlimited per call

*Homeowners will receive a 10% multi-product discount.

As previously stated, there are no deductibles and no service fees associated with the program. After enrollment, there is a 30-day waiting period before a claim may be filed. On-Demand repair service will be available to ratepayers who require repairs but are not current WSSLP subscribers. These homeowners will have access to our network of vetted and local contractors as well as affordable pricing based on our pre-negotiated rates.

The Water Board will receive:

- 10% commission based on policy sales
- \$20,000 start-up fee
- \$10,000 per year in pro-bono repair funds for disadvantaged residents

Per RFP requirements, the program will not seek reimbursements from the Water Board for any repair costs that are incurred, except for costs incurred because of the Water Board's active negligence.

C. Plumbers

Identify the plumbers, duly licensed by the City of Niagara Falls, that provider proposes will perform the physical service work, and briefly describe the qualifications (e.g. personnel, equipment, years in business, Better Business Bureau rating, etc.) of these plumbers.

Physical service work will be performed by plumbers licensed by the City of Niagara Falls. We currently work with the contractor listed below and should we be awarded your business our recruitment efforts will include reaching out to additional local qualified contractors and M/WBE and SDVOB businesses in your area. We will also welcome your suggestions. .

The Plumber

77 Oriskany Drive, Suite C
Tonawanda, NY 14150

- Licensed in four counties, including Niagara
- In business 15 years
- 9 plumbing / two office staff
- Specializing in all plumbing aspects and HVAC

We anticipate that the approximate dollar value of work performed over the initial two year contract will exceed \$200,000. We would allocate 20-40% of that work to New York State Certified M/WBE and SDVOB contractors pending successful recruitment and vetting.

	Year 1	Year 2	Total
Total Service Contracts	3,458	4,368	4,368
Total Claims Spend	\$100,330	\$131,610	\$231,940

Describe the vetting process for provider's plumbing contractors or subcontractors, and how provider will oversee their performance.

We have a 4-person team dedicated to identifying contractors in our partners' service territories. The program uses trade association directories, government registries of Certified Minority, Veteran and Woman-owned Business Enterprises, and with the Water Board's input, if desired. Our Regional Operations Managers recruit new contractors through a comprehensive vetting process, which includes, but is not limited to:

- Comprehensive assessment for competence, quality, and customer service skills
- Evidence of the appropriate trade qualifications to provide a service within the communities served
- Evidence of licensing (including county and state licensing), bonding and liability, and workers compensation and motor vehicle insurance
- Certification by the contractor that their employees are legally able to work in the US
- Drug screening and state background checks (performed by Plus One Solutions, Inc. – details below)
- References from previous jobs they have completed for residential customers

We partner with PlusOne Solutions, Inc., an industry leader specializing in Field Service organizations to manage our background, drug screen, license and insurance compliance program.

- Contractors are required to have valid and active licensing, bonding and liability, workers compensation and motor vehicle insurance.

- Our relationship with PlusOne ensures compliance when the contractor joins the network as well as on-going monitoring processes to ensure all license and insurance requirements do not lapse.
- PlusOne is notified by the insurance agency if any of the required policies are cancelled.
- PlusOne has internal tracking mechanisms to monitor expiration dates for trade and business license.
- Background checks and drug screens are renewed on a two-year cycle.

PlusOne Service Overview:

License & Certificate Validation and Monitoring

- Trade license certification
- Business Accreditation / Licensing
- Certificate of Insurance

Background Checks

- Social Security Trace and Address Locator (including listing of aliases)
- Unlimited County Criminal Search
- Enhanced nationwide Criminal Database Search
- Motor Vehicle Search
- Professional License Verification
- Civil Criminal Search
- Secondary Sex Offender Search
- Federal Court Search
- Office of Foreign Asset Control Search (OFAC)
- Drug Screening

Contractors who are accepted into the network must sign an agreement with the Program that stipulates performance standards, code of conduct and more.

- We employ and assign Regional Operations Managers to various regions of the country to ensure all work is performed to our high standards and is compliant with all local codes, regulations and permit requirements. All Regional Operations Managers have proven experience in construction or home contractor management.
- Regional Operations Managers are very active in the field and selectively conduct on-site audits to ensure the quality and performance of contractors.
- We track and measure our contractor's performance very closely to ensure customer satisfaction. Contractors receive a monthly score card by their Regional Operations Manager which highlights all aspects of their performance and includes customer satisfaction scores, compliance status, numerous performance metrics and cost data. Please see Appendix G for our Contractor Scorecard.
- The Regional Operations Manager will typically meet with their contractors each quarter to review the results of the score card but may meet more frequently if there is an issue that needs to be resolved or if the contractor has any questions on their performance.

Mary Michell will serve as the Water Board's Regional Operations Manager. Mary brings robust field service technician, supervisory and management experience from the construction and trade services industry.

- Mary acquired, maintained and held the NY low voltage trade license, allowing CCTV, card access, fire and burglar alarm system installation work to be performed under her license for Brink's Home Security & ADT.
- She spent several years as the top performing operations manager in the technical trade industry overseeing and managing multiple departments and diverse groups successfully.
- Mary also has extensive experience in customer service and call center operations.
- Mary holds an AAS in Electronic Engineering, and has a wealth of practical experience and certifications including; NBFAA, Pipe bending, lift certification, decision driving instructor, OSHA safety training, leadership & labor relations certification and is well versed in local, state and national residential code and regulations.

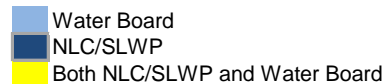
D. Marketing

Proposals must include a detailed proposed marketing plan and timeline from the date of contract execution, with clear descriptions of the actions to be requested of the Water Board. Examples of proposed marketing materials for the first year of the program should be included, but acceptance of a proposal shall not constitute approval of the materials by the Water Board. Formal approval by a designated Water Board representative shall be obtained prior to any marketing material being distributed and prior to each and any use of the Water Board's logo by provider.

The following is a sample implementation timeline for the initial rollout of the program, which generally takes approximately eight weeks. As you can see below, the vast majority items (in dark blue) are handled by us. The items in light blue would be handled by the Water Board. The goal of our implementation schedule, and for our partnerships in general, is to minimize your allocation of internal resources wherever possible. Our recommended best practice is to have one designated point person from the Water Board who can interface with our designated account management contact.

SAMPLE IMPLEMENTATION SCHEDULE			WEEKS						
CATEGORY	TASK	RESPONSIBILITY	1	2	3	4	5	6	7
Marketing	Contract signing/kick-off	Collaboration	■						
	Deliver detailed project plan	NLC/SLWP	■						
	Create mail pack designs	NLC/SLWP	■	■					
	Approval of mail pack designs	Collaboration			■	■			
	Provide customer mailing data *	Partner			■				
Communications	Cleansing of marketing data	NLC/SLWP				■			
	Production and Mailing	NLC/SLWP					■	■	■
	PR plan prepared	Collaboration		■					
	Press release sent to partner	NLC/SLWP			■				
	Press release approval	Partner				■			
Repair Management	Press release/conference	NLC/SLWP						■	
	Contractor recruitment	NLC/SLWP		■	■	■	■	■	■
	Site visits	NLC/SLWP				■			
	Drug screening	NLC/SLWP					■	■	■
	Background checks	NLC/SLWP					■	■	■
Customer Service Training	Repair network training	NLC/SLWP							■
	Telephony setup	NLC/SLWP		■					
	Script development	NLC/SLWP		■	■				
	Script approval	Partner				■			
	Training materials development	Collaboration					■	■	
	Training classes	Collaboration							■

* If applicable



Marketing Plan

We use a variety of communication media to offer repair service plans to homeowners, including direct mail, sales through service (e.g., as part of a call to customer service), online advertising and associated web landing pages, e-mail and other print media like bill inserts and flyers. The predominant form is direct mail, primarily because it allows prospective customers to learn more about our services and make a decision to join or not join at their leisure. Many homeowners will learn about the service through direct mail and then go online to learn more and sign up.

Year 1 – Prior to the launch of our multi-channel, educational marketing, we execute comprehensive communications about the partnership to various stakeholders to minimize confusion and optimize understanding and acceptance of the program. The main activities are as follows:

- *Press release* – creates awareness and gains coverage in local media
- *Blogs and articles* – to raise awareness in utility publications and social media about the program and initiatives related to recruiting M/WBE and SDVOB enterprises
- *Utility Customer Service Rep/staff training* – provides tools to address customer inquiries

- *BBB notification* – to build awareness with local consumer organization to assist them in responding to inquiries
- *Notify local government officials* – at utility discretion, community outreach can mitigate questions later.

As we have with other utility partners, we will be happy to have a Senior Executive attend a formal kick-off event when the program is announced. This will be a great opportunity to officially announce the relationship with Utility Service Partners and to reinforce the key messages about the availability of new, affordable and high-value service line protection plans from a trusted provider, and the potential of significant funding for important community assistance initiatives.

Year 2 - of the marketing plan continues the multi-channel program initiated in year one, but can be adjusted based on initial response. Our extensive marketing infrastructure enables us to be highly flexible to quickly change a marketing strategy or alter a mailing piece to optimize results. We have a deep understanding of the importance of brand stewardship and every aspect of our program, from the marketing materials to the execution of campaigns and delivery of service, is designed to enhance your brand.

Marketing Timeline

Our Account Management Team provides a rolling marketing calendar and proposed marketing creative for partner consideration and approval. This will enable the Water Board to review, internally-vet, modify and approve marketing materials before they ever reach a customer. We take our cue from each partner on the level of involvement they require to satisfy internal needs and requirements.

Sample Marketing Timeline

Sales Channel	Initial Offer	Cross Sell*	Campaign Windows (set every two to three months)			
			Window 1	Window 2	Window 3	Window 4
Direct Mail	✓		Water	Water	Sewer	Water
Direct Mail		✓		Sewer	Water	Sewer
Bill Insert	✓	✓	Recommended	Recommended	Recommended	Recommended
Digital (Search, Banner, Sites)	✓	✓	Recommended	Recommended	Recommended	Recommended
Call Center Transfers	✓	✓	Recommended	Recommended	Recommended	Recommended
Indirect Channels	✓	✓	Recommended	Recommended	Recommended	Recommended

* to subset of customers who are participating in a lead repair program

Please see below for a sample marketing piece.

- The digital space allows us to be more flexible and offer multiple products with more information to customers than is possible with a traditional mail piece.
- We can also develop custom content to help the Water Board to promote the partnership on social media.

Please see below for samples of some of our multi-channel marketing efforts.



Provider shall cover all costs of producing and distributing marketing materials, including incremental increases in postage cost for materials included as bill inserts.

We handle all phases of program operations, including marketing, development of brochures / applications, and mailings. We cover all design and production costs for marketing materials and efforts and all mailing materials and postage.

Provider's marketing materials must educate ratepayers on their responsibilities for maintaining their buildings' water and sewer service lines.

All marketing materials are designed to educate customers on their responsibilities for maintaining their water and sewer service line.

The Program was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements.

Provider's marketing plan should explain how it will advise potential customers of the following information:

- a. Provider has sole responsibility for the WSSLP service plans;
- b. Plans are voluntary; and
- c. Provider was selected as a Water Board partner after a competitive selection process, but coverage for water and sewer service lines that has not been reviewed by the Water Board may be available through other entities.

Marketing materials will advise potential customers of their sole responsibility for their service plans, that plans are voluntary and that the Program was selected by the Water Board through a competitive selection process. Additionally, materials will advise that coverage for water and sewer service lines maybe be offered by other entities, however have not been reviewed by the Water Board.

The Water Board will support the WSSLP program by routing requests for enrollment, service, or repairs to the provider at a telephone number and web address to be specified by the provider. Describe any training that will be required of Water Board staff, to be performed by provider at no cost to the Water Board

Program materials will direct customers to contact the WSSLP program directly for enrollment, service or repairs. Customers will have option of a toll-free number with live agents 24/7/365, email or live chat.

Prior to the launch of our partnership, criteria and a call transfer processes will be established to address customers who may contact the Water Board directly. This would also be addressed during the CSR training conducted by HomeServe.

During the integration phase, we will work with the Water Board to determine the optimal training regimen needed for the successful launch of the partnership. Our staff is available to perform training onsite or through web conferences, depending on partner preferences. We also provide scripts with frequently asked questions and answers about the program to use as a reference to address customer inquiries. Lastly, we invite partners to include any front office or support personnel desired to take part in these important educational sessions. In doing so, training front line employees will inform them of the program, provide basic program information and arm them with tools to address customer inquiries.

There is no cost to the Water Board for any training.

The Water Board will collaborate with the provider to make sure all eligible ratepayers are informed of the WSSLP program but prefers to maintain custody and control over its ratepayers' address information and to distribute marketing materials as bill inserts. Nevertheless, the Water Board will entertain proposals for direct mailings that detail how the security of that information shall be protected.

The basis for our program is educating homeowners about their responsibility for their service lines. This education is not effective if the message is not opened and read. Our extensive experience shows that a separate direct mail piece achieves the most engagement with residents. While we prefer to obtain customer

name and address data from our partners we also have extensive experience in sourcing from aggregators of public records.

If the Water Board is open to providing name and address data, that data would be transferred through a secured FTP server. If the preference is to have SLWP purchase the data from a 3rd party, the data is treated with sensitivity around privacy and security. We have taken all necessary steps to become PCI certified, meaning all customer data is securely stored and encrypted. You can be assured your customer data is protected by the most stringent industry standards.

In addition to these two options, The Water Board could provide data to our third-party contractor, Direct Options, and they would execute the mailing without the NLC SLWP having any contact with your customer data.

E. Customer Service

Provider must provide a narrative description of the claims process, and requirements for claim submission by a customer.

Unlike with other providers who have after-hours answering services and complicated IVR menus to navigate, our customers can expect to reach a live agent easily and quickly when they call to make a claim. Our approach is to make the claims process convenient, easy, fast and all-inclusive.

The Contact Center is staffed with live representatives 24 hours a day, 7 days a week, every day of the year to provide exemplary customer service.

- To submit a claim, the service contract must be active and have passed the initial 30-day waiting period.
- Customers are provided a dedicated toll-free number to reach HomeServe.
- Once we receive a call, customer requests for service repairs are given priority within our system, depending upon urgency.
- After calling to report a home repair emergency, the customer receives a call back from a qualified contractor within two hours to agree upon a convenient time for the contractor to arrive at the home to execute the repair.

The proposal must detail the provider's proposed timeframe from first notification of a problem with a WSSLP service subscriber's service line until: (1) response by a licensed plumber; (2) completion of repairs to the service line; and (3) the time frame in which restoration work thereafter will be completed.

After calling to report a home repair emergency, the customer receives a callback from a qualified contractor within two hours to agree upon a convenient time for the contractor to arrive at the home to execute the repair.

Most repairs are completed within 48 hours, with the rare exceptions due mainly to customer scheduling preferences.

Restoration work will be completed within the 48 hour repair timeframe, with the rare exceptions due to customer scheduling preferences and weather-related issues.



Any special provisions for emergencies, and what will be deemed an emergency, should be described.

We define an emergency as a failure of plumbing that such that primary services are unusable.

A sample or draft agreement between provider and the WSSLP customer should be provided with the proposal. The agreement should include a list of all exclusions, termination language, cancellation provisions, waiting periods, etc. The customer agreement should be concise and written in clear, simple language.

Please see Appendix F for sample customer Terms and Conditions.

Providers must maintain a telephone customer service line available every day and hour of the year, with live operators available to handle customer requests for service. If this customer service line will not handle billing and enrollment issues, the telephone line for these issues must be available during convenient hours, including before and after normal working hours at least once per week or availability on Saturday.

Our in-house Repair Management Group provide live agents for customer claims 24/7/365.

Customers may call our toll-free customer service line to speak with a live agent for information pertaining to billing and enrollment Monday-Friday, 8am to 8pm EST and on Saturdays from 10am to 4pm. A caller who reaches our customer service line when it is not staffed gets a recording that provides our hours of operation. However, all lines have prompts that provide routing to a live agent in our Repair Management Group for claims, 24/7/365.

Proposals should detail the location and staffing of the customer service line(s), and plans for quality assurance. Other methods for customers to communicate with provider should be described (e.g., email, web chat, a local office, etc.).

Our call centers are staffed with over 500 live customer service agents available 24/7/365 (in Chattanooga, TN and Canonsburg, PA). Web chat is available for information and questions pertaining to billing and enrollment Monday-Friday, 8am to 8pm EST and on Saturdays from 10am to 4pm EST.

Call Center Highlights:

- Ability to communicate with customers in over 300 languages (including French Canadian and Spanish) through Lionbridge, a leader in language service solutions
- Digital capabilities include click-to-chat, appointment confirmations, technician identification and post-service surveys
- Handle over 1 million inbound calls and 1 million repair calls each year, with an average speed of answer of 35 seconds
- Customer Service Representatives are given comprehensive training and continuing education on new partners and products (see below)
- Comprehensive speech analytics platform is utilized to determine customer trends and optimize CSR performance
- 99.9% uptime requirement of our critical systems, monitored by the Cisco Call Manager Serviceability Real-Time Monitoring Tool

Contact center quality assurance

We ensure that all CSRs receive proper training on both a product and partner basis and are routinely monitored and scored for quality and compliance.

New representative training	Rigorous six-week training program, conducted in a live, “connected” classroom for real-world experience Supervised actual calls, followed by daily tests and debrief sessions Focused on HomeServe’s product offerings and unique approach to service excellence, along with firm compliance to industry regulations
Continuous training	Continuing education training programs when onboarding new partners/new products Ongoing quality control and feedback; six formal (and numerous informal) management assessments each month Includes tests for product knowledge and customer-handling skills Reinforcement of good behaviors Leading-edge technology allows front-line supervisors to trend hundreds of calls simultaneously and address performance improvement trends real time
Quality scoring	Key metrics that drive CSR adherence to HomeServe policies Monthly bonus incentive tied to meeting key quality metrics Regular calibration sessions conducted with quality assurance agent
Call monitoring	Independent Quality team monitors 6-10 calls per rep per month for customer experience and adherence to regulations/policies

The proposal should include a procedure for escalation/appeal process for customer service issues, and the average response time.

Our contractors perform high-quality work and the overwhelming majority of customer/contractor interactions deliver a positive outcome. Additionally, all repairs/replacements feature a one-year warranty for parts and labor.

In the event of a complaint about a contractor’s services, our front-line customer service agents are able to achieve one-call resolution for the vast majority of issues. On the rare occasion that a customer complaint requires a higher level of resolution, our process is as follows:

- Issues that require additional root cause analysis or the tracking of actions to achieve resolution are referred to the Customer Advocacy Team, a group of seasoned professionals with full accountability for resolving the concern. This team is highly skilled in issue resolution and members are given the latitude within the organization to resolve virtually any issue quickly and fairly.
- The Account Management Team, the main point of contact for each of our partners, ensures the partner is fully aware of the situation and the solution that HomeServe is offering and keeps the partner apprised throughout the process.

Translation services available to customers

Our contact center agents have the ability to communicate with customers in over 300 languages through Lionbridge, a leader in language service solutions.

F. Data Protection

At HomeServe, Information Security and assurance of PCI data is our top priority. As an organization, we leverage many technologies, processes/procedures, standards, frameworks, etc. to keep our information safe and secure. Information is protected through a variety of controls, both technical and organizational. These controls start with a Risk Committee which is comprised of both senior leadership as well as information security team members. The information security team maintains up to date intelligence using threat feeds, risk registers, collaboration both internally and externally with colleagues in like industries, mainstream media, watch lists, etc. The following are components of our Information Security framework.

- *Data Protection and Privacy* - All PCI / PII is encrypted at rest and in transit. DLP is used to monitor the sending/receiving of sensitive information. All user workstations are protected with PGP encryption.
- *Endpoint Protection* - Layered approach that employs compensating controls. Endpoint management system uses an advanced signature-based AV solution and host-based firewalls.
- *Wireless Security* - Cert-based authentication is required for access to the corporate wireless network and it is kept separate from the vendor and/or guest network so that any device not owned or managed by HomeServe cannot interfere with any HomeServe resources. The vendor and/or guest network are protected using WPA2.
- *Network Protection* - Network is monitored continuously using a Security Incident and Event Management solution. Firewalls at multiple points in the network ensure that any malicious traffic is filtered out. Emails are filtered through a spam filter with a blacklist which is constantly monitored and updated as needed. VPN access is restricted to only to authorized individuals. A secure remote solution has been implemented to accommodate those who work from home.
- *Transmission Protection* - Any data that is transmitted is encrypted using TLS. This includes, but is not limited to, Email, SFTP, Web, etc. DLP is in use to monitor the transmission of PCI / PII.
- *Education, Training and Awareness* - All HomeServe employees are trained on compliance, PCI and security awareness. This is required immediately after the hiring and a refresher must be completed every year after. The security team provides live trainings as necessary. A newsletter is released quarterly, and bulletins are released as needed to inform of security news. Visual reminders are placed around the facility to constantly remind users about the importance of information security. The HomeServe USA security team releases their own phishing campaigns to better understand the awareness of employees.
- *Third Party Assurance* - A vendor security assessment program is in place to assess any/all vendor that HomeServe USA will be using to store, share or access any sensitive information (i.e. PCI, PII, etc.). HomeServe USA undergoes an annual PCI audit and penetration testing is performed, at least annually, to assess the current security posture as well as to help identify any weaknesses.

Provider must comply with the NYS Information Security Breach and Notification Act (see <https://its.ny.gov/breach-notification>).

As it relates to the RFP, we will comply with the NYS Information Security Breach and Notification Act, and its corresponding notification requirements, to the extent of any breach of computerized data, which includes private information, where to occur.

G. Quality Assurance

Proposals must identify a single principal point of contact for the Water Board, who must have all necessary authority to address all issues related to the WSLPP program.

Until the point of contract execution, your single point of contact will be Mike Chambers, Regional Business Development Director. In the context of our ongoing partnership, your single point of contact will be Mike DeCarlo, Sr. Account Manager.

Mike will guide you through every step of launching a partnership and maintain reliable and constant communication. Ongoing interaction will take place regarding planning the implementation, call center training, marketing and repair service operations related to launching a new program. Once the program is launched, Mike will continue to be your single point of contact for all matters related to the program, including service delivery, contracting and communicating work to be performed by any subcontractors, quality assurance and problem resolution.

Mary Michell, Regional Operations Manager, will also serve as an additional resource. Mary oversees the repair territory including New York, and she is responsible for contractor recruiting, quality and compliance.

A monthly report on all calls received and work performed shall be provided to the Water Board, and monthly or quarterly customer service and quality assurance reports shall be provided to the Water Board to assess customer satisfaction with the program and provider's services.

Mike DeCarlo will guide you through the use of the Partner Portal, where many standard reports are available on demand, as well as provide any additional reporting that Water Board may request, subject to any limitations with respect to protecting proprietary information. Information to be reported will be confirmed during the partner integration process.

Please refer to Appendix H for samples of the reports available on the Partner Portal.

A quarterly accounting of the number of WSSLP program participants, including new customers and cancelled service, shall be provided to the Water Board.

Monthly and quarterly reports detailing the number of program participants, including new customers and cancelled service will be provided.

H. Opportunities for M/WBE and SDVOB

We have always met or exceeded all diversity goals for our partners and work with them to continually improve upon their diversity and inclusion via our contractor network. We will work with the Water Board to support your objectives for the program. As previously described, communications about our diversity recruitment efforts is included as part of our pre-launch communications efforts.

An example of a specific success story is Chris Haynes, one of our network contractors assigned to servicing our WSSC (Washington Suburban Sanitary Commission) partner's customers. Chris' firm, Haynes Plumbing, is a certified minority contractor. Chris testified at the WSSC Commissioner's meeting in November 2017 that his firm (15 employees) doubled in size in one year because of HomeServe's partnership with WSSC. An excerpt of his testimony is below, and the entire testimony can be viewed at:

<https://vimeo.com/homeservebd/review/281683083/ffb2362571>



"I'm very proud to tell you a quick story. We have two young ladies that work in our office. One was working in fast food, the other was unemployed looking for work. As a result of their employment with us, they are able to work full time and now they are attending Bowie State College. So this is how this partnership is helping in the community and it's helping small businesses."

A commitment to working with MWSBEs is foundational to all of our recruiting activities and our recruiting team continually expands its pipeline to source local, diverse contractors.

In addition to phone outreach, the recruiting team uses email (see example to the right), social media and other digital media to reach out to prospective contractors. In all cases the media are highly targeted to MWSBE contractors at both the trade and zip code level. We use a database of nearly 30,000 MWSBE contractors across plumbing, electrical and HVAC disciplines to meet Partner objectives.

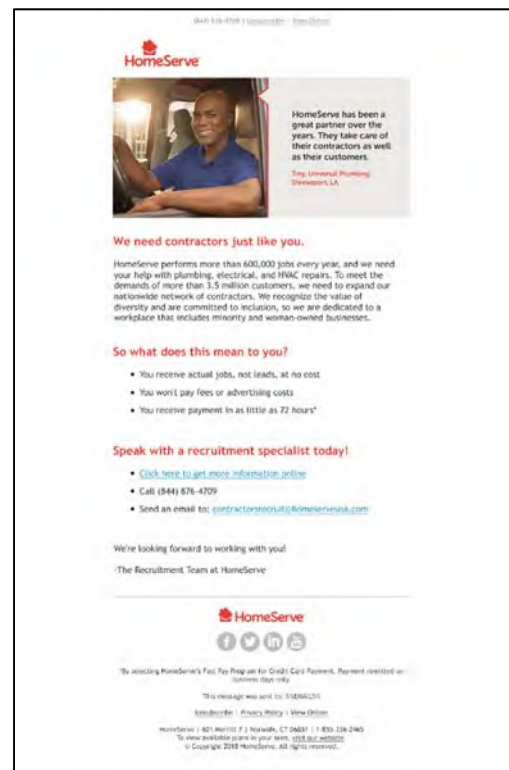
We also publish a [blog](#) geared to meet the business information needs of contractors, and that content helps attract them to learn more on our [website](#) and to submit a [preliminary application](#) for consideration. A sample blog post can be found [here](#).

Additionally, our Regional Operations Managers engage with contractors by attending local community events in key locations.

Veterans Recruitment Initiative

We have also launched an initiative to bring more veterans into our contractor network. We are doing this through:

- Social, email and digital media marketing that is focused on finding transitioning service men and women, and veterans, to add to contractor network



- Development of an apprenticeship program with HomeServe Energy Services and HomeServe network contractors where veterans can learn, or hone, their trades. These opportunities will be for both full- and part-time apprenticeships in the plumbing and HVAC trades.
- Partnerships and/or sponsorships with websites like [VIQTORY](http://www.viqtory.com) that offer job boards for the transitioning and veteran communities.

For more information about the veteran's recruitment initiative, please view our video:

<http://www.utilitysp.net/veterans/>



Qualifications and Performance Bond

Commitment to Performance bond

In performing the WSSLP for property owners, USPPL will not be performing any repair or warranty for the Water Board, but instead will be entering into individual contracts with the property owners. Since USPPL only will be performing marketing and advertising in concert with the Water Board, a performance bond is not applicable as there is no 'performance' to secure.

Business Structure and Experience

The NLC Service Line Warranty Program is administered by Utility Service Partners, Inc., a HomeServe company. Founded in the United Kingdom in 1993, HomeServe plc is a worldwide leading provider of repair service plans for water, sewer, electrical, heating, cooling and other home emergencies. HomeServe plc is listed on the London Stock Exchange and is in the top 200 UK companies by market capitalization.

HomeServe USA is a leading provider of repair service plans for water, sewer, electrical, heating, cooling and other home emergencies in North America. HomeServe USA has been in business since 2003. The Company is led by a hands-on team of senior executives with a continual focus on improving customer satisfaction. In addition, our partnerships benefit from highly-experienced account management and implementation teams as well as ongoing support from hundreds of employees throughout our organization. This includes but is not limited to: management, finance, marketing, IT, regulatory and customer care.

We have 15 years of experience in all aspects of providing and managing sewer and water line repair service programs. Our more than 600 partnerships with municipalities and utilities of all sizes, demographics and system infrastructures give us unique insight in providing flexible program options that deliver on what is most important to our partners and the homeowners they serve.

We are licensed to do business in the 48 contiguous states, the District of Columbia and Canada. A complete list of our partners can be provided upon request. Please see below for reference contact information.

Current program statistics

- Over 1.6 million active water line contracts and over 940,000 active sewer line
- In the past three years, we have performed over 355,000 water and sewer related repairs, saving homeowners over \$192 million in repair costs.

We have over 1,000 employees and are headquartered in Norwalk, Connecticut. Our contact centers are located in Chattanooga, Tennessee, and Canonsburg, Pennsylvania. We have additional offices in Natick, Massachusetts; Hammonton, New Jersey; and locations in New York including Staten Island, Farmingdale and Queens.

- Accredited by the BBB with an A+ rating
- Repair service plans is our core business
- Recipient of prestigious awards for providing exemplary customer service, including 17 Stevie® Awards in 2018
- Winner of 2018 Better Business Bureau® (BBB) of Western PA Torch Awards for Ethics
- Our mission: "To free our customers from the worry of home emergency repairs."

- Our vision: *“To be the first place people turn to for home emergencies and repairs”*
- Our values:
 - Put the customer at the heart of everything we do
 - Combine relentless innovation with integrity and professionalism
 - Develop and engage great people who are passionate about taking responsibility and making things happen
 - Strive to be the best provider of emergency repair service plans
 - Deliver partners a no-cost education and awareness campaign solution

Experience in program integration

We understand that municipalities today are stretched very thin and need to deliver projects on time and with limited resources. Fortunately, we have the experience, resources, flexibility, and track record of delivering even the most demanding implementations on time, with minimal disruption.

Our experience across hundreds of partnerships ensures we will execute the launch efficiently and effectively, and in a manner that satisfies all stakeholders, including customers, media, and local government. Our integration process is led by experienced Account Management and Project Teams, who do the heavy lifting and guide you throughout the process.

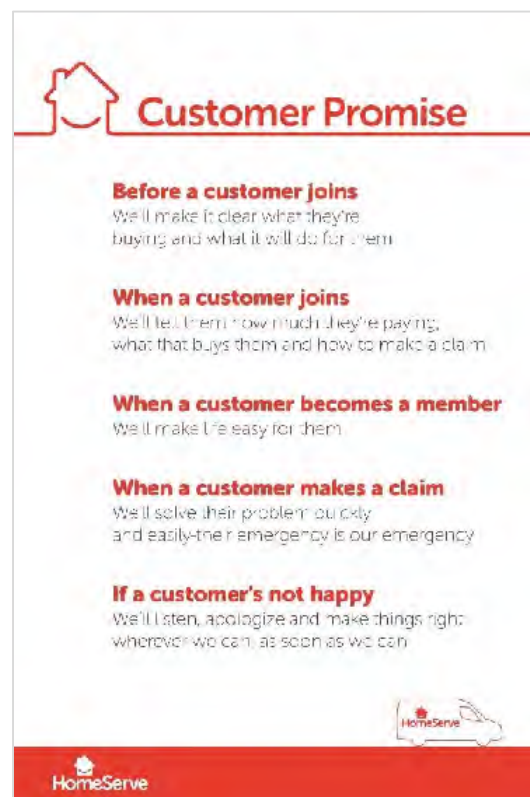
Experience in operating a 24-hour call center

From our front-line employees to our CEO, the customer is at the heart of everything we do. We have a commitment to deliver the best experience possible to our customers, and our first-class Contact Center and Repair Management Group are critical parts of this equation.

As previously described, our in-house contact centers located in Chattanooga, Tennessee and Canonsburg, Pennsylvania have over 500 agents. Within our contact center, the Repair Management Group is staffed 24/7/365 with agents ready to serve your customers whenever they need assistance.

Experience in contractor network management

Our world-class contractor network selection and management process is geared towards ensuring the highest customer satisfaction levels in the industry. As a testament to our success, we perform over 420,000 service calls



annually and maintain a 98% post-claim customer satisfaction rating. This is made possible through the recruitment and retention of the very best contractors.

Dedication to supplier diversity

We have always met or exceeded all diversity goals for our partners and work with them to continually improve upon their achieving diversity and inclusion via our contractor network. We will work with the Water Board to support your goals. A commitment to working with MWSBEs is foundational to all of our recruiting activities and our recruiting team continually expands its pipeline to source local, diverse contractors. Additionally, we have just launched a new initiative to bring more veterans into our contractor network.

Experience in multi-channel marketing

Our in-house staff of over 60 marketing professionals has the most experience and expertise in the industry, consistently producing educational marketing campaigns and customer communication strategies that yield the highest customer participation.

Our marketing team will ensure all materials created are in compliance with any provided brand standards. In addition, prior to releasing any materials, the Water Board will be asked to approve all creative materials. We have a deep understanding of the importance of brand stewardship and every aspect of our program, from the marketing materials to the execution of campaigns and delivery of service, is designed to enhance our partner's brand.

Experience in delivering quality and continuous improvement

Our service delivery standards are arguably the most stringent in the industry. To ensure quality and continuous improvement, the keys to our competitive advantage, every employee's bonus is tied to customer satisfaction and complaint reduction. We continually strive to improve all aspects of the customer experience. To this end, multiple metrics are assessed regularly and reviewed by the operational and executive leadership teams to make certain we are delivering exceptionally high standards.

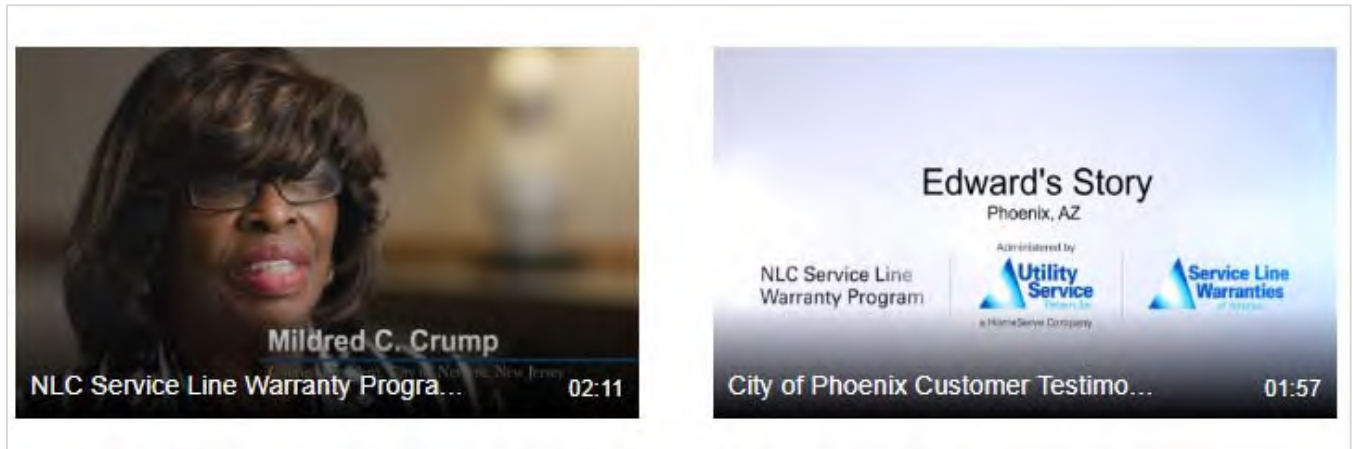
References

Onondaga County Water Authority	SUEZ	City of Hamilton, Ontario CN
Michael E. Hooker Executive Director Syracuse, NY 315-455-7061 ext. 3114 mehooker@ocwa.org	Patrick Kehoe Growth Manager Paramus, NJ 201-634-4230 patrick.kehoe@suez.com	John Savioa Senior Policy Advisor Hamilton Ontario CN (905) 546-2424 x 7298 john.savoia@hamilton.ca

Video Testimonials

View homeowner, partner and contractor testimonials as well as an overview of our Veterans Recruitment Initiative at the following link.

<https://vimeo.com/album/5749102>



National League of Cities

Please see attached endorsement from the National League of Cities.

Dear Official,

For the last eight years, the National League of Cities (NLC) has been pleased to partner with Utility Service Partners (USP), a HomeServe Company, in offering the NLC Service Line Warranty Program. During this time:

- **The program has grown to serve more than 500 municipalities and over 400,000 customers.**
- **Homeowners have saved more than \$64 million in repair costs since the program's inception.**

Offered at no cost to cities and utilities, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection for unanticipated, and often costly, repairs to broken or leaking water and sewer lines.

"To date Newark homeowners have saved over \$650,000 in repair costs. We have also been given positive feedback from citizens who have not chosen to purchase the warranty but still appreciate the City providing information."

-Mildred Crump, Council President, Newark, NJ

In addition to offering important coverage to residents, the program makes financial sense for the city/utility, providing a non-tax revenue stream that can be dedicated to a number of important initiatives. Additionally, the program keeps dollars in the local economy by utilizing local contractors to execute the repairs.

NLC is working to bring you programs that provide solutions backed by superior service. We are here to help cities participate and ensure the program works for you. I strongly encourage you to consider the NLC Service Line Warranty Program for your city/utility.

"I think it is such a wonderful plan the City came up with. It has been very beneficial to me. It gives me a sense of relief knowing I have help."

-David S., Resident, Tulsa, OK

For more information, please contact Katie Colten at kcolten@nlc.org or 202-626-3160. To learn more about the program, visit the Service Line Warranty section of our website.

Sincerely,



Clarence E. Anthony
CEO & Executive Director
National League of Cities

Additional Requested Information

1. Any other names under which proposer has done business in the past 10 years

- Home Service USA Corp.
- Home Serve USA Corp.
- Home Emergency Insurance Solutions
- HomeServe USA Repair Management Corp.
- HomeServe USA Energy Services
- Service Line Warranties of America, Inc.
- Service Line Warranties of Canada
- Utility Service Partners, Inc.
- Utility Service Partners Private Label Virginia, Inc.
- Columbia Service Partners

2. List all subsidiary and parent companies

Parent Companies:

- HomeServe plc (United Kingdom-based)
- HomeServe USA Corp.

Subsidiary Companies:

- Service Line Warranties of Canada

3. State whether proposer ever has been:

- **Debarred or suspended by any government entity from entering contracts with it**

USPPL has never been debarred or suspended by any government entity from entering contracts.

- **Found not responsible by any government entity**

USPPL has not be found not responsible by any government entity.

- **Declared in default or terminated for cause from any contract, or had any contract cancelled for cause; or**

USPPL has not been declared in default or terminated for cause from any contract or had any contract cancelled for cause.

- **Required to pay liquidated damages on a contract.**

USPPL has not been required to pay liquidated damages on a contract.

- **State whether proposer has filed for bankruptcy or been the subject of an involuntary bankruptcy proceeding**

USPPL has not filed for bankruptcy nor have been the subject of an involuntary bankruptcy proceeding.

- **State whether proposer has been a party to any legal action or government investigation related to proposer's business practices, or alleging that any of proposer's agents or employees committed any act of fraud, collusion, bid rigging, price fixing, or bribery. If proposer, any of proposer's principals, or any of proposer's agents has pleaded guilty or entered into a consent order in connection with respect to any of these, provide details.**

Like any large direct-to-consumer company that markets to millions of consumers every year, HomeServe comes under a certain level of legal and regulatory scrutiny. In 2010, HomeServe came under scrutiny by certain state Attorneys General in connection with certain elements of its marketing materials, which eventually led to agreements between those offices and HomeServe (Massachusetts, Maryland and New York). HomeServe did not admit any wrongdoing in any of these settlements and entered into these agreements solely to put these matters behind us. From time to time since 2010, HomeServe has received inquiries from other state Attorneys General but none of them have resulted in any agreement or action taken against the Company. In one instance, HomeServe was required to make certain changes to its marketing materials. None of these above-mentioned issues related to the reliability or the quality of service HomeServe provides to homeowners. All changes to HomeServe's marketing materials were implemented some time ago.

There have been no legal action or government action related to or alleging that USPPL or any USPPL agents or employees committed any act of fraud, collusion, bid rigging, price fixing or bribery.

Neither USPPL nor USPPL agents have plead guilty or entered into a consent order in connection with respect to any of these.

Exceptions to RFP

In performing the WSSLP for property owners, USPPL will not be performing any repair or warranty for the Water Board, but instead will be entering into individual contracts with the property owners. Since USPPL only will be performing marketing and advertising in concert with the Water Board, a performance bond is not applicable as there is no 'performance' to secure.

For similar reasons, an Owner's protective liability policy is inapplicable as the individual resident homeowner will be the potential and eventual home warranty holder and USPPL will not be performing any work or services for the Water Board directly. Upon award, we will be happy to discuss with our broker to explore if there are any products beyond our insurance coverages that the Water Board would like to see.

Appendix A: Acknowledgment of Addenda

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: RFP NO. 2019-01, WATER AND SEWER SERVICE LINE
PROTECTION PROGRAM PROVIDER

DIRECTIONS: Complete Part I or Part II, whichever is applicable.

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH
ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:

ADDENDUM # 1: DATED _____, 20__

ADDENDUM # 2: DATED _____, 20__

ADDENDUM # 3: DATED _____, 20__

ADDENDUM # 4: DATED _____, 20__

ADDENDUM # 5: DATED _____, 20__

ADDENDUM # 6: DATED _____, 20__

PART II: _____ INITIAL HERE IF NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS
RFP INITIAL HERE

DATE: _2_/ _19_/ _2019_

PROPOSER (SIGNATURE): _____

PROPOSER (NAME): Michael Backus, Chief Sales Officer

PROPOSER (FIRM): Utility Services Partners Private Label, Inc._

CERTIFICATE OF NON-COLLUSION

- (1) The prices in this bid/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/proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid/proposer have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

DATE: 2 / 19 / 2019

PROPOSER (SIGNATURE):

PROPOSER (NAME):

Michael Backus, Chief Sales Officer

PROPOSER (FIRM):

Utility Service Partners Private Label, Inc.

STATE OF Connecticut)

) SS:

COUNTY OF Fairfield)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ as a representative of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

Notary Public

Appendix C: Acknowledgement and Certification

ACKNOWLEDGEMENT AND CERTIFICATION

As a duly-authorized representative of the proposer indicated below, I hereby acknowledge that by submitting a proposal in connection with RFP NO. 2019-01, WATER AND SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER, proposer has made a firm offer and agrees to be bound by its terms. Proposer has carefully read the RFP and all addenda, and in submitting this proposal acknowledges proposer understands and agrees to be bound by the requirements set forth in the RFP, except as explicitly stated on a separate sheet attached to this proposal and entitled "Exceptions."

I recognize that all information submitted is for the express purpose of inducing the Water Board to enter a contract with the submitting business entity. I affirm, under the penalties of perjury, that to the best of my knowledge the information contained in the proposal is full, complete, and truthful.

DATE: 2 / 19 / 2019

PROPOSER (SIGNATURE):

PROPOSER (NAME):

Michael Backus, Chief Sales Officer

PROPOSER (FIRM):

Utility Service Partners Private Label, Inc.

STATE OF Connecticut)

) ss:

COUNTY OF Fairfield)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ as a representative of _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

_____ Notary Public

Appendix D: EEO Policy Statement and Agreement

EQUAL EMPLOYMENT OPPORTUNITY ("EEO")

POLICY STATEMENT AND AGREEMENT

Proposer hereby agrees to the following EEO policy with respect to its work on any contract awarded in connection with RFP NO. 2019-01, WATER AND SEWER SERVICE LINE PROTECTION PROGRAM PROVIDER:

- a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Niagara Falls Water Board ("Water Board") contracts.
- b) This organization shall state in all solicitations or advertisements for employees that in the performance of the Water Board contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital status.
- c) At the request of the Water Board, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- d) statutory and constitutional non-discrimination provisions. Proposer and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, pregnancy or pregnancy-related conditions, gender identity, familial status, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- e) This organization will include the provisions of section (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Water Board contract.

ACCEPTED AND AGREED:

DATE: 2 / 19 / 2019

PROPOSER (SIGNATURE):

PROPOSER (NAME):

Michael Backus, Chief Sales Officer

PROPOSER (FIRM):

Utility Service Partners Private Label, Inc.

STATE OF Connecticut _____)

) ss:

COUNTY OF Fairfield _____)

Appendix E: Terms and Conditions Comparison

When evaluating a water and sewer line repair service program it is important to understand the terms and conditions. Many programs include limitations that can negatively impact customers and result in considerable inconvenience, out-of-pocket costs and complaints to the city.

T&C Limitation	Customer Experience
Repair only (no replacement)	Some providers' T&C's specify <u>repair only</u> and not <u>replace</u> when describing the coverage. This is financially motivated because a sewer line replacement can cost over \$10,000, while repair costs are typically 50% of a replacement. Root infiltration cannot typically be solved with spot repair, and avoiding a needed replacement will result in ongoing problems and tremendous inconvenience for the policyholder. The NLC SLWP terms and conditions state "repair or replace" in the first sentence.
Site restoration exclusions	Some providers will not patch paved surfaces such as walkways, driveways and sidewalks after executing a repair unless it is required by permit. Some providers will not re-plant soft landscaping and shrubbery. These exclusions mean that after a repair, the policyholder would have to hire a separate contractor and pay out of pocket for this restoration. NLC SLWP plans cover all of the above.
Requirement to call the city/utility before making a claim	Some providers require policyholders to call the city or utility first to determine if the affected line is on the private or public side. This means that the city's partnership with the provider <u>does not</u> reduce calls to the city, nor personnel required to respond to customer issues. This also means that the repair will be delayed as a result of this extra step. The NLC SLWP does not have this requirement – customers are instructed to call us first and we will deploy a contractor to determine responsibility.
Temporary housing costs	Some providers exclude costs for temporary housing in the event of the home being uninhabitable. NLC SLWP plans include temporary housing and kennel coverage for pets.
Water service line clogs and blockage	Some providers do not cover repairs to water service lines that are clogged or blocked. This can result in claims being denied. The NLC SLWP water service line plan covers these repairs.
Excavating	Some providers do not cover the cost of excavating the foundation or slab to access water or sewer line. This can cost \$1,000-\$4,000 or more, resulting in out-of-pocket costs for policyholders. NLC SLWP plans cover these costs.

Appendix F: Sample Terms and Conditions

Water Service Line

HomeServe®

Exterior Water Service Line Terms and Conditions

**YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT
AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT**

HomeServe USA Repair Management Corp. ("HomeServe") is the entity that will administer the service under this Service Agreement. You may contact HomeServe by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-877-444-7750. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking, low pressure, or permanently blocked Exterior Water Service Line, for which You have sole responsibility, that supports Your Residence. You must call HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below. An Exterior Water Service Line is the line that supplies fresh water to Your Residence from Your utility's responsibility or external wall of Your well casing to the water meter or main shut-off valve inside Your Residence. Any part of Your Exterior Water Service Line beyond these linear limits will not be covered. Low pressure means less than 30 pounds per square inch with 2 or fewer fixtures open.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, reinstallation of existing soft landscaping and shrubbery and patching of paved surfaces. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features.

Benefit Limit: There is no maximum benefit limit per Term.

What's Not Covered: We will not be responsible for any of the following:

1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances, including a natural disaster, or an act of God;
2. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair; for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
3. Any correction or upgrade of Your existing Exterior Water Service Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
4. Repairs to any section of Your Exterior Water Service Line that You share with any third party or is covered by a homeowners', condominium or like association;
5. Repairs to any line that branches off the main line, for example lines for sprinklers, pools, hot tubs, and/or other outdoor systems;
6. Thawing of frozen pipes.

Eligible property types: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Water Service Line prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below.

How to call for repairs: You must call HomeServe and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of HomeServe's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by HomeServe. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

SC-WSL1000-NAW

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[xxxx]
SC-WSL1000-NAW-G241-100616

Covered repairs: Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling HomeServe or by updating Your preferences in Your profile on HomeServe's website. You may also call HomeServe to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling HomeServe. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact HomeServe to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"Price" - The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder, which consist of these terms and conditions and Your Declaration Page.

"Service Call" - A visit to Your Property by one of HomeServe's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.

"You" or "Your" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide HomeServe will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by HomeServe or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on HomeServe's behalf. HomeServe or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You. For further details on how HomeServe uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about HomeServe's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact HomeServe.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior

HomeServe®

written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. HomeServe will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We and HomeServe, and both of our parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

HomeServe®

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[\[Please click here to see if any state specific variations apply to You.\]](#)

Exterior Sewer/Septic Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

HomeServe USA Repair Management Corp. ("HomeServe") is the entity that will administer the service under this Service Agreement. You may contact HomeServe by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-877-444-7750. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking or permanently blocked Exterior Sewer Line or Exterior Septic Line for which You have sole responsibility that supports Your Residence. You must call HomeServe to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below. An Exterior Sewer Line is the line that takes waste water from the external wall of Your Residence to Your utility's responsibility. An Exterior Septic Line is the line that takes waste water from the external wall of Your Residence to the point of connection to Your septic tank on Your Property. Any part of Your Exterior Sewer/Septic Line beyond these linear limits will not be covered. In addition, We will arrange and pay for the repair or replacement of non-functioning grinder pumps.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeded of grass, reinstallation of existing soft landscaping and shrubbery and patching of paved surfaces. We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features.

Benefit Limit: There is no maximum benefit limit per Term.

What's Not Covered: We will not be responsible for any of the following:

1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances, including a natural disaster, or an act of God;
2. Consequential, incidental, or punitive damages arising from conducting repair work or as a result of the covered repair, for example damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;
3. Any correction or upgrade of Your existing Exterior Sewer/Septic Line, not directly related to the necessary covered repair, in order to meet any code, law, regulation or ordinance;
4. Repairs to any section of Your Exterior Sewer/Septic Line that You share with any third party or is covered by a homeowners', condominium or like association;
5. Repairing or replacing septic tanks; leaching fields; or any non-conforming drain line, such as a basement or storm drain, connected to Your Exterior Sewer/Septic Line.

Eligible property types: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property"). Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Sewer/Septic Line, or have had any roots removed from Your Exterior Sewer/Septic Line prior to the Start Date of Your first Term, then Your Property is not eligible for this coverage.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call, giving You eleven (11) months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call HomeServe and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of HomeServe's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by HomeServe. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee we will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling HomeServe or by updating Your preferences in Your profile on HomeServe's website. You may also call HomeServe to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of 12 months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. Your claims history will be considered as part of Our determining the price for Your next Service Agreement term. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling HomeServe. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact HomeServe to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"Price" - The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

"Service Call" - A visit to Your Property by one of HomeServe's approved local technicians, where work is performed to diagnose and complete a single covered repair, or where it is determined the repair is not covered.

"You" or "Your" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide HomeServe will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by HomeServe or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on HomeServe's behalf. HomeServe or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You. For further details on how HomeServe uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about HomeServe's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact HomeServe.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. HomeServe will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the extent permitted by applicable law, (1) You agree that We and HomeServe, and both of our parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents and contractors shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per covered repair benefit limit set out above; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Service Agreement; and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[\[Please click here to see if any state specific variations apply to You.\]](#)

Appendix G: Contractor Scorecard





CONTRACTOR SCORECARD

SCORE:

100

100

PERSONAL IDENTIFICATION		POINTS	OUT OF
CONTRACTOR NAME	Compliant Contractor		
CODE	COM001		
SIGNED DATE	2/14/2013		
YEARS OF SERVICE	2.2		
REVIEW DATE	4/30/2015		
PERIOD START	5/1/2014		
PERIOD END	4/30/2015		
PRIMARY TRADE FOR HSUSA	Other		
PRIMARY PRODUCT SERVICED	SW		

PROGRAM PARTICIPATION

NCCA PARTICIPANT

NCCA LIMIT

FFR MEMBER

DISPATCHME USER

RATE CARD

OTHER AREAS OF SIGNIFICANT WORK

CATEGORY	JOBS	AJC	TARGET	IMPACT
SERVICE LINE				
SEWER LINE				
HVAC				
P&D				
WATER HEATER				

ANM COMMENTS:

CONTRACTOR COMMENTS:

SURVEY SCORES

CUSTOMER SATISFACTION

% JOBS SURVEYED

COMPLIANCE SCORES

COMPLIANCE RISK

SCREENING STATUS

LICENSING STATUS

INSURANCE STATUS

PERFORMANCE METRICS

JOBS COMPLETED

AVG JOB COST

TOTAL COST IMPACT

AVG DAYS TO COMPLETE JOB

REFUSED DEPLOYMENTS

REFUSAL RATE

TOP REFUSAL REASON

REATTEND RATE

AVG REATTEND COST

FOLLOW-ON RATE

AVG FOLLOW-ON COST

Scorecard - 6/9/2015 - 12:14 PM

ANM SIGNATURE _____

DATE: _____

CONTRACTOR SIGNATURE _____

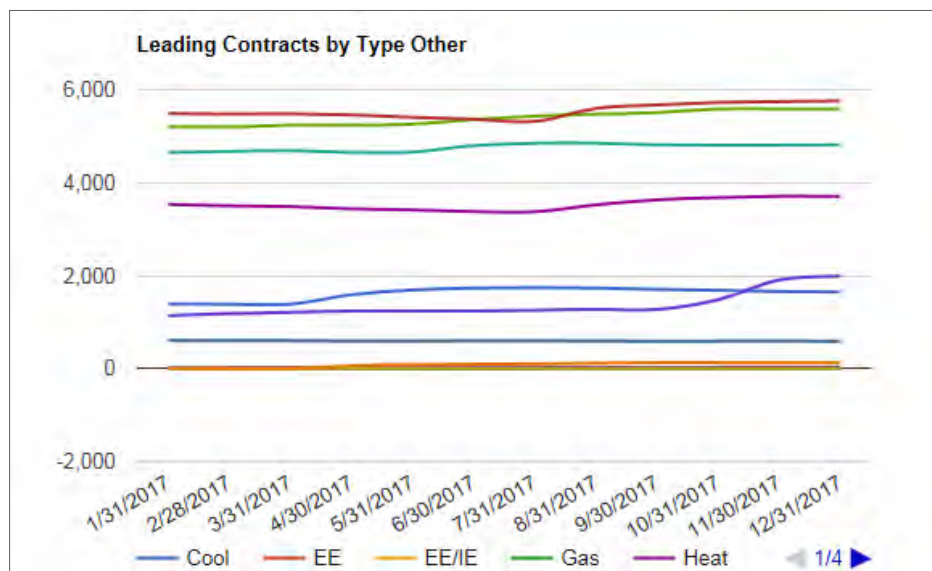
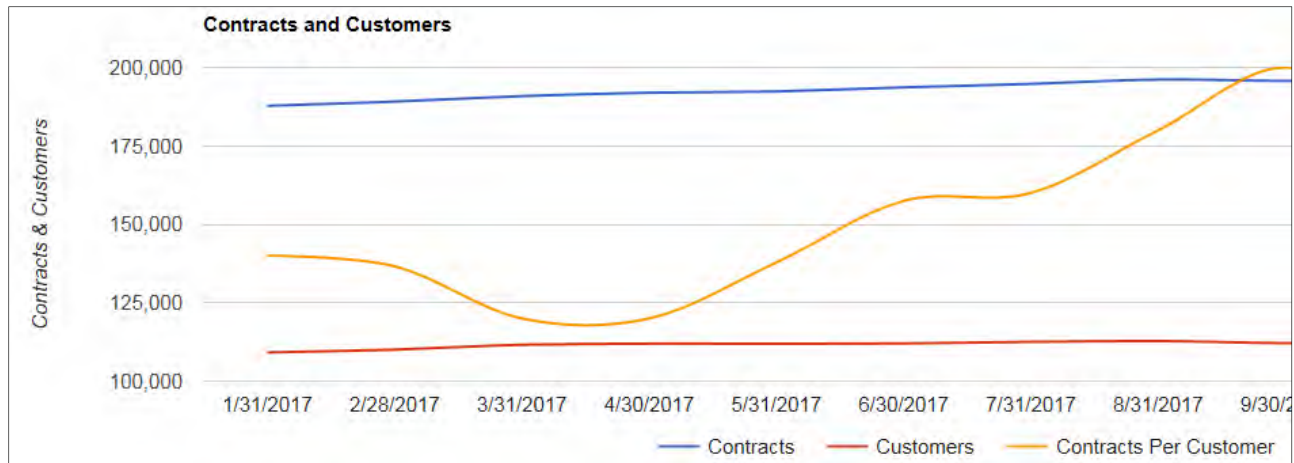
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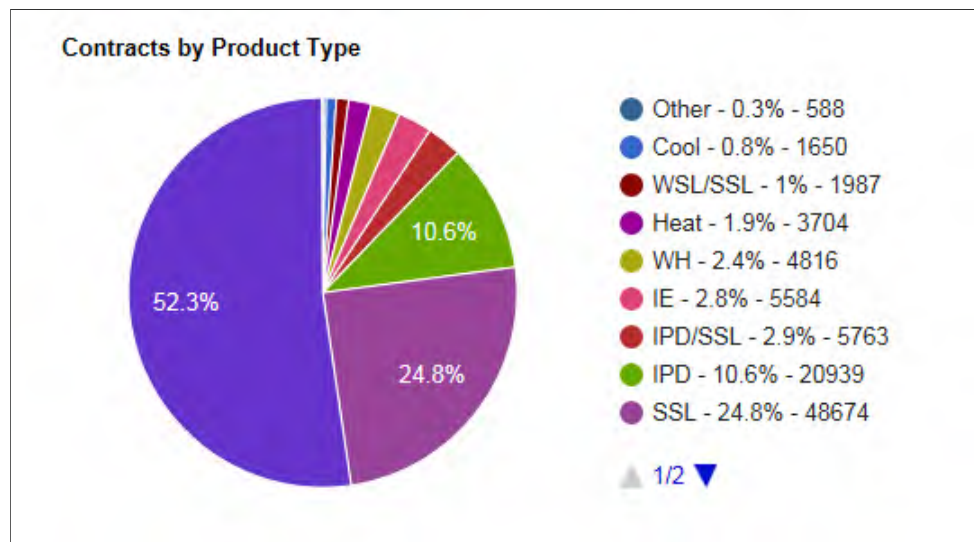
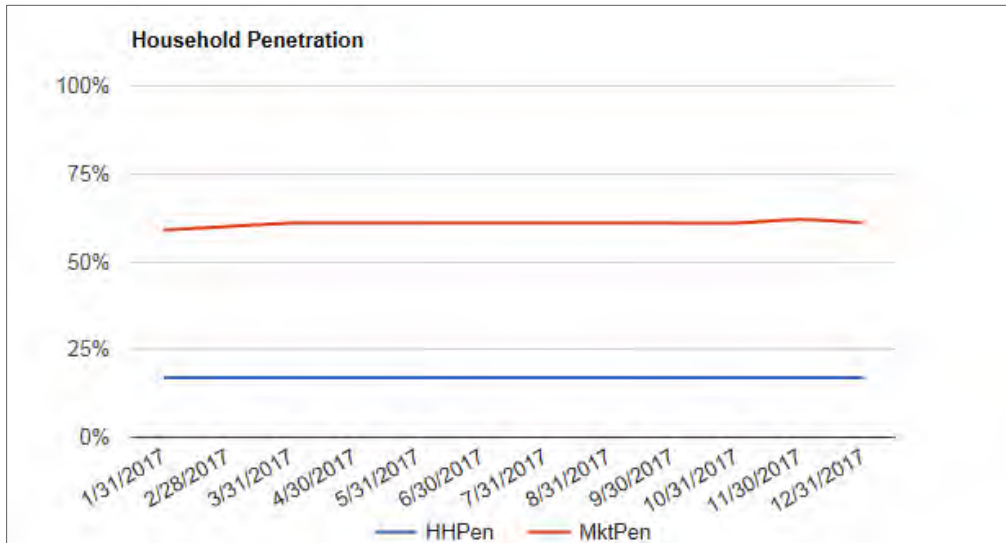
42

3/25/2019 NFWB Meeting Packet Page 96

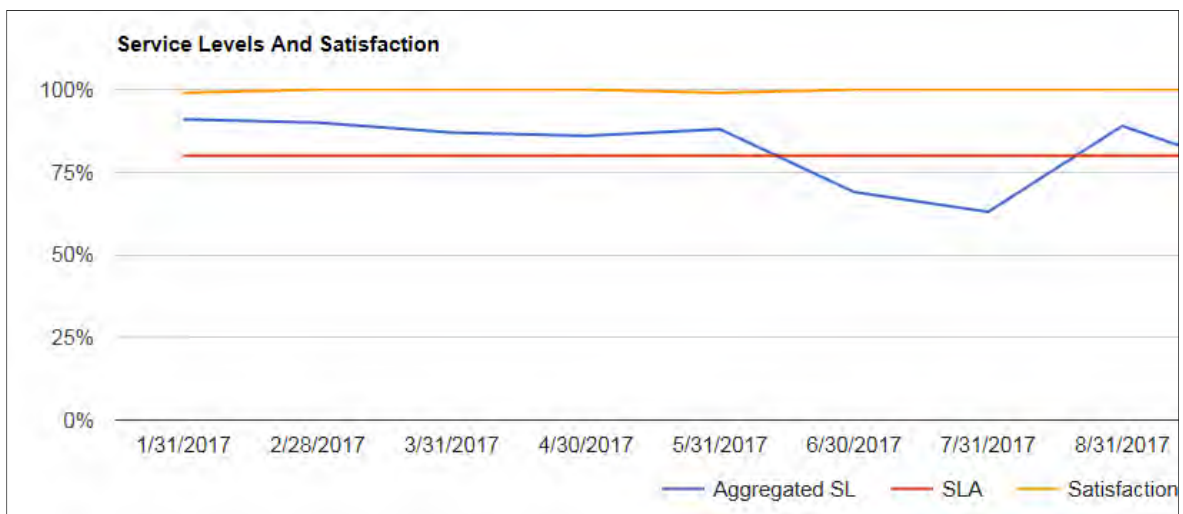
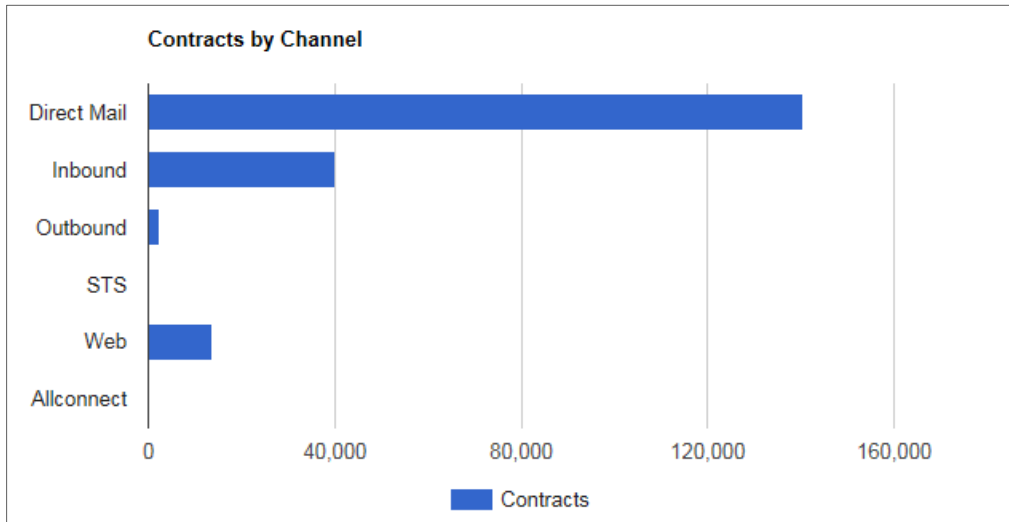
Appendix H: Sample Partner Portal Reports

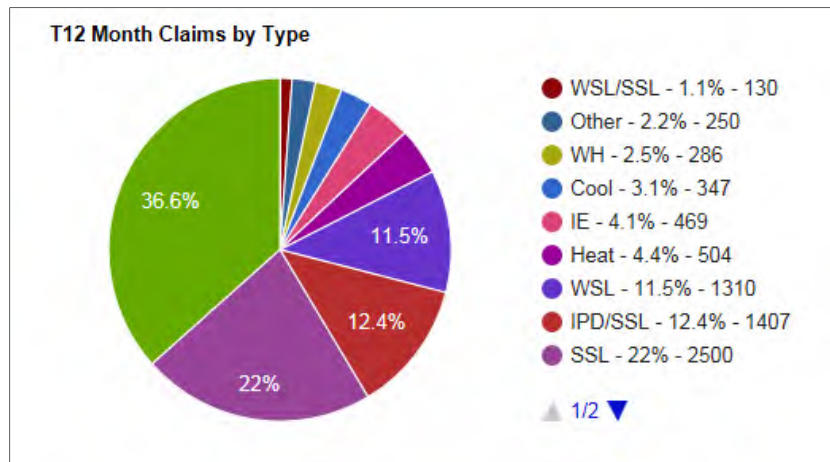
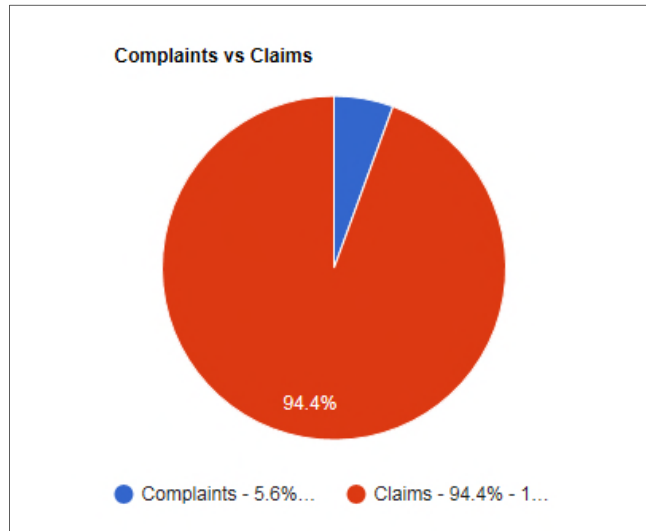
The following are samples of the types of reporting provided. These can be customized for the Water Board.





Cool: Cooling System
 WSL/SSL: Water Service Line / Sewer Service Line
 Heat: Heating System
 WH: Water Heater
 IE: Interior Electric
 IPD/SSL: Interior Plumbing and Drainage / Sewer Service Line
 IPD: Interior Plumbing and Drainage
 SSL: Sewer Service Line





Cool: Cooling System
 WSL/SSL: Water Service Line / Sewer Service Line
 Heat: Heating System
 WH: Water Heater
 IE: Interior Electric
 IPD/SSL: Interior Plumbing and Drainage / Sewer Service Line
 IPD: Interior Plumbing and Drainage
 SSL: Sewer Service Line

Niagara Falls Water Board
Water and Sewer Service Line Protection Program
RFP No. 2019-01

Utility Service Partners Private Label, Inc., a HomeServe Company
On-Demand Pricing Clarification

In response to your request for additional information regarding our On-Demand Repair Service, please see below for coverage and cost of services. These services are available to those without a plan who experience a repair emergency.

Service Type	Water	Sewer	Coverage
Repair	\$725	\$975	up to 5' in length and 6' in depth
Replacement	\$1,440	\$1,900	Up to 30' in length
Lead/Galvanized Line Replacement	\$1,440	N/A	Up to 30' in length
Sewer Line Jetting	N/A	\$ 185 / hour	

The above pricing does not include the cost of permits.

If you have any further questions, please do not hesitate to contact Mike Chambers at 724.678.6075 or MChambers@UtilitySP.net.

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-016

AUTHORIZING EMPLOYMENT CONTRACT WITH JAMES PERRY

WHEREAS, James Perry has served as the Niagara Falls Water Board (“Water Board”) Director of Administrative Services since 2017; and

WHEREAS, the Water Board desires to enter into an employment contract with James Perry that contains mutual covenants and fixed and predictable terms; and

WHEREAS, such an employment contract will be mutually beneficial to the parties and in the best interests of the Water Board;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Chairperson execute the Employment Agreement between the Niagara Falls Water Board and James Perry with an effective date of April 1, 2019.

Water Board Personnel Responsible for Implementation of this Resolution:
General Counsel

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O’Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O’Callaghan, Chairperson

Sean W. Costello, Secretary to Board

EMPLOYMENT AGREEMENT

Director of Administrative Services

EFFECTIVE DATE:

As of April 1, 2019 (the “Effective Date”).

PARTIES:

This Employment Agreement (this “Agreement”) is made as of the Effective Date by and between the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York (hereinafter referred to as the “Water Board”) and James Perry, 235 69th Street, Niagara Falls, New York (hereinafter referred to as the “Employee”).

PURPOSE:

The Water Board desires to employ the Employee as its Director of Administrative Services, and Employee desires to accept such employment with the Water Board, all in accordance with the terms and conditions as hereinafter set forth.

CONSIDERATION:

In consideration of the foregoing purpose, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto covenant, promise, and agree as follows:

PROMISES:

1. Nature of Position and Duties. The Water Board shall employ Employee as Director of Administrative Services, and his duties in that capacity to be such as may be reasonably determined by the Water Board from time to time and as usually pertain to such position. During the Term (as defined herein below) of this Agreement, the Employee shall devote his best efforts to the interests of the Water Board and shall perform to the reasonable satisfaction of the Water Board all services and duties that may be required of and from him. The Employee shall attend to the business of the Water Board at its physical locations and in such other locations as the Water Board or Employee deem necessary. The Employee shall report to the Executive Director and to the Board of Directors. The Employee shall devote his full business time and energy to the business of the Water Board.

2. Compensation. As his compensation for services to the Water Board during the Term of this Agreement, in whatever capacity rendered, the Employee shall be paid an annual salary of \$92,400, payable consistent with the Water Board’s general practice for exempt employees and the Water Board shall deduct or withhold from such payments, and from all other payments made to the Employee pursuant to this Agreement, all amounts which may be required

to be deducted or withheld under any applicable law now in effect or which may become effective during the term of this Agreement (including but not limited to Social Security contributions and income tax withholdings). Employee also agrees that the Water Board may withhold or deduct such additional sums as may be required pursuant to Water Board policy or pursuant to his agreement.

Should the initial term of this contract renew, beginning in 2020 and each subsequent renewal year on June 1, the salary shall be increased (but not decreased) to reflect the increase, if any, in the cost of living during the previous 12 months by adding to the salary an amount computed by multiplying the salary by the percentage by which the level of the Consumer Price Index for All Urban Consumers (CPI-U) as reported on January 1st of the new year by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year. The intent of this provision linking raises for the Director of Administrative Services to the CPI-U instead of the to the raises paid to workers covered by a collective bargaining agreement is to avoid a conflict of interest when negotiating raises with those employees on behalf of the Water Board.

3. Benefits. The Water Board will provide the Employee with the health insurance, paid sick leave, and paid holiday benefits that it provides to hourly employees hired after December 31, 2007, commonly referred to as “Tier II” employees, plus 30 days of vacation per year. Employee’s paid leave shall be subject to the rules regarding carryover and cash value payments for accumulated leave that pertain to Tier II employees. Employee understands and agrees that his health insurance benefits may change or be reduced in the future if the benefits for Tier II employees are altered.

The Water Board shall reimburse Employee, or pay on Employee’s behalf, up to \$500 per year for position-related organization membership dues for the Employee. Nothing herein shall prohibit Employee from seeking approval for additional dues or fees for conferences, professional memberships, or training, to be approved by the Executive Director or the Water Board on a case-by-case basis.

4. Term. Unless sooner terminated as provided for elsewhere in this Agreement, the term of this Agreement shall commence upon the Effective Date first written above and shall expire at the close of business on March 31, 2020 (the “Term”). Upon its expiration on March 31, 2020, this agreement shall automatically renew for a term of one (1) year on the same terms in effect on March 31, 2020, unless either party notifies the other, in accordance with Paragraph 15 below, no later than sixty (60) calendar days before the expiration date, of its intent not to renew this Agreement upon its expiration. This Agreement shall continue to renew thereafter for terms of one (1) year until such notice is provided.

5. Termination. The Employee’s position with the Water Board and this Agreement shall terminate upon the occurrence of any of the following: (i) the mutual written agreement of the Water Board and the Employee; (ii) the death of the Employee; (iii) the disability of the Employee; (iv) the Employee giving 90 days’ advance written notice to the Water Board; (v) the Employee’s discharge for “cause” under Paragraph 6; (vi) Employee’s failure to meet the required minimum qualifications for the position, including licensure, as set forth on the job

description attached hereto as Appendix A; or (vii) determination by the applicable Department of Civil Service that the employee cannot retain his position. In the event of a determination by Civil Service that the employee cannot retain his position, termination shall become effective in accordance with the New York Civil Service Commission under Title Four of the Official Compilation of Codes, Rules and Regulations of the State of New York. For purposes hereof, disability shall mean a mental or physical condition which renders the Employee unable to perform his duties hereunder for either: (i) a period in excess of 45 consecutive days; or (ii) for 90 days within any 300-day period following the use of all accrued time. In the event this Agreement is terminated in accordance with this paragraph for any reason other than for cause, the Water Board shall pay the Employee or his personal representative, as the case may be: (i) his salary through and including the termination date; and (ii) any accrued and unpaid paid leave in accordance with Paragraph 3, and the Water Board shall have no further obligation or liability to the Employee, or his personal representative, hereunder.

6. Discharge for Cause. During the Term hereof, the Water Board may discharge the Employee for cause, in which event this Agreement shall be terminated immediately. "Cause" shall include, but not be limited to, facts which permit a reasonable conclusion that the Employee has: (i) failed to pursue and perform on a full-time basis his duties hereunder; (ii) engaged in the illegal use of drugs or other controlled substances; (iii) engaged in the habitual and excessive use of alcohol so as to impair the performance of his duties hereunder; (iv) materially breached his obligations hereunder; (v) committed acts that support the reasonable conclusion, whether or not Employee actually has been convicted, that Employee has committed a felony under the laws of the United States of America or the State of New York or a crime involving moral turpitude including but not limited to conduct that is considered contrary to community standards of justice, honesty or good morals; (vi) engaged in dishonesty, willful misfeasance, or willful malfeasance; (vii) repeatedly failed to perform the duties assigned to him; (viii) engaged in fighting with (other than in self-defense), threatened or attempted bodily harm to, or harassed, sexually or otherwise, any employee, director, agent, customer, or vendor of the Water Board; (ix) engaged in illegal or unethical business practices, including but not limited to fraud, misappropriation, or embezzlement, or violation of the Water Board's Code of Conduct or JCOPE ethics rules; (x) made public statements or engaged in public conduct that undermines or injures the mission or operation of the Water Board; (xi) engaged in insubordination, either through failing and refusing to comply with a lawful and reasonable directive issued by majority vote of the Water Board in an open meeting, by failing to comply with Water Board employee policies and procedures, or by failing to comply with a lawful directive of any governmental agency with jurisdiction over the Water Board; or (xii) voluntarily resigned without providing to the Water Board the notice required by this Agreement. In the event the Employee's employment is terminated for cause, the Water Board shall pay the Employee: (i) his salary through and including the termination date; and (ii) all accrued and unused paid leave as provided in Paragraph 3, and the Water Board shall have no further obligation or liability to the Employee hereunder.

7. Confidentiality and Return of Property.

(A) The Employee recognizes and acknowledges that during the term of the Employee's service as Director of Administrative Services for the Water Board, the Employee

will have access to and become familiar with certain confidential information, privileged information, specialized knowledge, and/or trade secrets which belong to the Water Board, including, but not limited to, information regarding: Water Board legal affairs, the operation of the Water Board, personnel information, costs, pricing, estimates, programs, forecasts, negotiating positions, strategic plans, technical information, processes, methods, techniques, financial information, bid or procurement information, consultant reports, and any other information not generally known to the public, all of which are regularly used in the operation of the Water Board's business and all of which the Employee acknowledges have been acquired, learned, and developed by the Water Board only through the expenditure of substantial sums of money, time, and/or effort, which are not readily ascertainable, and are discoverable only with substantial effort, and are the confidential and exclusive property of the Water Board (hereinafter the "Confidential Information"). The Employee shall not, during and after the term of his employment with the Water Board, disclose, directly or indirectly, or use all or any part of the Confidential Information of the Water Board to any person, firm, corporation, association, or other entity for any reason or purpose, except as required in the course of his employment with the Water Board.

(B) All files, records, papers, memoranda, customer lists, procurement information, personnel records, and documents relating to the business of the Water Board, whether prepared by the Water Board, the Employee, or otherwise, coming into the Employee's possession, shall remain the exclusive property of the Water Board. All of the Water Board's records or copies thereof, shall not be removed from the Water Board's offices and disclosed to any unauthorized third party (including electronically) without the prior written consent of the Water Board.

(C) The Employee hereby stipulates and agrees that an actual or threatened breach by Employee of this Confidentiality Agreement will result in irreparable damage and injury to the Water Board, for which no money damages could adequately compensate it. Thus, if the Employee actually breaches, or threatens a breach of, this Confidentiality Agreement, in addition to all other remedies to which the Water Board may be entitled, the Employee agrees that the Water Board shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, without necessity for posting any bond, in addition to any other remedy at law or equity. Such injunction or injunctions may be issued by any court of competent jurisdiction, to enjoin and restrain the Employee and each and every person, firm, association, or corporation, concerned or acting in concert with the Employee, from the continuance of such breach, or threatened breach. The Employee waives any claim or defense that an adequate remedy at law exists for any such breach. The obligations of the Employee pursuant to this Confidentiality Agreement shall survive the termination of this Agreement.

(D) On termination of this Agreement, regardless of how termination is effected, or whenever requested by the Water Board, Employee shall immediately return to the Water Board all of the Water Board's property, including without limitation all electronic devices, keys and copies of keys, access cards, and ID badges, used by Employee in rendering services under this Agreement or otherwise, that is in Employee's possession or under his control. Furthermore, upon termination or discontinuance of the Employee's employment as Director of Administrative Services for the Water Board, the Employee will return to the Water Board all files, records, papers, memoranda, customer lists, procurement information, and documents

relating to the business or Confidential Information of the Water Board to which he gained access as a result of his employment which the Employee acknowledges are the sole and exclusive property of the Water Board.

8. Conflicts. The Employee represents that he is not under any legal or contractual obligation that would conflict in any manner with his duties and obligations as Director of Administrative Services and that the execution and performance of this Agreement by the Employee shall not breach any agreement to which he is a party or by which he is bound.

9. Retirement Contributions. The Water Board shall make such contributions to the New York State Retirement System (the "Retirement System") for the Employee's behalf as may be required by the Retirement System.

10. Employee Handbook and Random Drug Testing. Employee agrees to abide by such employee policies and procedures as are promulgated by the Water Board, and such policies as modified during the course of his employment. Such policies and procedures include, but are not limited to, those in any employee handbook that is from time to time published, including the Water Board's random drug testing policy.

11. Breach and Mitigation. The Employee agrees that in the event of termination of his employment with the Water Board by reason of breach by the Water Board, the Employee will attempt, and use his best efforts, to seek employment to mitigate the damages he would sustain by reason of the Water Board's breach of its obligations hereunder. If the Water Board is determined to have breached this Agreement the Employee shall be entitled to damages as allowed by law.

12. Waiver. The waiver or failure to take action with regard to any breach of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver or waiver of any other breach of the same or any other term or condition hereof.

13. Assignment. This Agreement shall be binding on the Water Board, its successors and assigns. This Agreement is for the unique personal skills, knowledge, and experience of the Employee and is not assignable, or delegable, in whole or in part, by the Employee.

14. Modification. Except as provided in Paragraph 2 with respect to salary, no modification of this Agreement shall be binding unless executed in writing and signed and dated by each of the parties thereto to be bound.

15. Notice. All notices required or permitted hereunder shall be in writing and shall be addressed to the parties as set forth in the preamble of this Agreement, or to such other address as may be designated by a party by notice given in accordance with the provisions of this Paragraph.

16. Arbitration. Any controversy or claim arising out of, or relating to this agreement, or the breach thereof, or otherwise arising out of the Employee's employment, or the termination of that employment (including, without implication of limitation, any claims of

unlawful employment discrimination) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association (“AAA”) in Niagara County, New York, in accordance with the Employment Arbitration Rules of the AAA, including but not limited to the rules and procedures applicable to the selection of arbitrators. The arbitrator shall not have the power to add to or subtract from the terms of this Agreement. Notwithstanding the foregoing, this arbitration provision shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate, provided that any other relief shall be pursued through an arbitration proceeding pursuant to this section.

17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any clause in this Agreement shall not affect the validity of any other clause.

18. Headings. Paragraph headings contained in this Agreement are for convenience of reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement.

19. Construction. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted, and each party has been represented by legal counsel or had the opportunity to be represented by legal counsel in connection with the construction of any provision hereof or deletions herefrom.

20. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

21. Counterparts. This Agreement may be executed in counterparts and delivered via email or facsimile transmission, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

* CONTINUED ON NEXT PAGE *

22. Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties and supersede any previous oral or written communications, representations, or agreements with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NIAGARA FALLS WATER BOARD

By: _____
Daniel O'Callaghan, Chairman Date

James Perry Date
Employee

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-03-017

AUTHORIZING EMPLOYMENT CONTRACT WITH PATRICK FAMA

WHEREAS, Patrick Fama has served as Acting Executive Director of the Niagara Falls Water Board (“Water Board”) since January 2019; and

WHEREAS, the Water Board desires to enter into an employment contract with Patrick Fama to serve as Executive Director that contains mutual covenants and fixed and predictable terms; and

WHEREAS, such an employment contract will be mutually beneficial to the parties and in the best interests of the Water Board;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Chairperson execute the Employment Agreement between the Niagara Falls Water Board and Patrick Fama with an effective date of April 1, 2019.

Water Board Personnel Responsible for Implementation of this Resolution:
General Counsel

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:

On March 25, 2019, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman O’Callaghan	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Daniel T. O’Callaghan, Chairperson

Sean W. Costello, Secretary to Board

EMPLOYMENT AGREEMENT

Executive Director

EFFECTIVE DATE:

As of April 1, 2019 (the “Effective Date”).

PARTIES:

This Employment Agreement (this “Agreement”) is made as of the Effective Date by and between the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York (hereinafter referred to as the “Water Board”) and Patrick Fama, 252 Linwood Avenue, Buffalo, New York (hereinafter referred to as the “Employee”).

PURPOSE:

The Water Board desires to employ the Employee as its Executive Director, and Employee desires to accept such employment with the Water Board, all in accordance with the terms and conditions as hereinafter set forth.

CONSIDERATION:

In consideration of the foregoing purpose, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto covenant, promise, and agree as follows:

PROMISES:

1. Nature of Position and Duties. The Water Board shall employ Employee as Executive Director, and his duties in that capacity to be such as may be reasonably determined by the Water Board from time to time and as usually pertain to such position. During the Term (as defined herein below) of this Agreement, the Employee shall devote his best efforts to the interests of the Water Board and shall perform to the reasonable satisfaction of the Water Board all services and duties that may be required of and from him. The Employee shall attend to the business of the Water Board at its physical locations and in such other locations as the Water Board or Employee deem necessary. The Employee shall report to the Board of Directors. The Employee shall devote his full business time and energy to the business of the Water Board. Inasmuch as a regular and significant part of Employee’s official duties shall include the formulation or implementation of the Water Board’s goals and policies, the Water Board has determined that the Employee is a “policy maker” pursuant to Public Officers Law §§ 73-74 and Joint Commission on Public Ethics (“JCOPE”) Regulations at 19 NYCRR Part 932.

2. Compensation. As his compensation for services to the Water Board during the Term of this Agreement, in whatever capacity rendered, the Employee shall be paid an annual salary of \$120,000, payable consistent with the Water Board's general practice for exempt employees and the Water Board shall deduct or withhold from such payments, and from all other payments made to the Employee pursuant to this Agreement, all amounts which may be required to be deducted or withheld under any applicable law now in effect or which may become effective during the term of this Agreement (including but not limited to Social Security contributions and income tax withholdings). Employee also agrees that the Water Board may withhold or deduct such additional sums as may be required pursuant to Water Board policy or pursuant to his agreement.

Beginning in 2020, on each June 1 while Employee holds the position of Executive Director, the salary shall be increased (but not decreased) to reflect the increase, if any, in the cost of living during the previous 12 months by adding to the salary an amount computed by multiplying the salary by the percentage by which the level of the Consumer Price Index for All Urban Consumers (CPI-U) as reported on January 1st of the new year by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year. The intent of this provision linking raises for the Executive Director to the CPI-U instead of the to the raises paid to workers covered by a collective bargaining agreement is to avoid a conflict of interest when negotiating raises with those employees on behalf of the Water Board.

3. Benefits. Employee shall be credited with his prior years of service to the Niagara Falls Water Board and its predecessor the City of Niagara Falls for calculating retirement benefits and eligibility. The Water Board will continue to provide the Employee with the retirement, paid leave, and health insurance benefits that it provides to hourly employees hired before December 31, 2007, commonly referred to as "Tier I" employees. Employee shall not be subject to limitations on the hours of paid leave carried over from year to year, and shall be entitled to carry over his paid leave accrued during his Water Board service prior to the effective date of this Agreement. However, when Employee's employment as Executive Director is terminated, his personal leave up to the number of hours accrued prior to the effective date of the Agreement shall be payable based on his rate of pay at the time he left his bargaining unit position to become Acting Executive Director; unused personal leave hours accrued in addition to those hours shall be payable at Employee's then-current rate of pay. All other rules regarding cash value payments for accumulated leave that pertain to Tier I employees shall apply with respect to Employee. Employee understands and agrees that his benefits may change or be reduced in the future if the benefits provided to Tier I employees are altered.

The Water Board shall reimburse Employee, or pay on Employee's behalf, up to \$500 per year for position-related organization membership dues for the Employee, and shall pay the cost of Employee's licensure as required for his position and the cost of required continuing education to maintain that licensure. Nothing herein shall prohibit Employee from seeking approval for additional dues or fees for conferences, professional memberships, or training, to be approved by the Water Board on a case-by-case basis.

4. Term. Unless sooner terminated as provided for elsewhere in this Agreement, the term of this Agreement shall commence upon the Effective Date first written above and shall expire at the close of business on March 31, 2022 (the "Term"). Upon its expiration on March 31, 2022, this agreement shall automatically renew for a term of one (1) year on the same terms in effect on March 31, 2022, unless either party notifies the other, in accordance with Paragraph 15 below, no later than sixty (60) calendar days before the expiration date, of its intent not to renew this Agreement upon its expiration. This Agreement shall continue to renew thereafter for terms of one (1) year until such notice is provided.

The parties acknowledge that Employee will reach 30 years of creditable service for NYS Retirement System purposes on July 27, 2022, a date after the initial term of this Agreement. As part of the consideration to employee for entering into this Agreement, if this Agreement has not been terminated for cause, the Water Board agrees to take reasonable steps to permit Employee maintain his right to return to his last Civil Service position in order to reach 30 years of creditable service for retirement service purposes, provided that doing so is lawful and does not violate the terms of the applicable collective bargaining agreement. Thus, the Water Board will permit Employee to take a leave of absence from his last Civil Service position in order to fulfill the terms of this Agreement, to return to the bargaining unit one day per year, and the Water Board will then permit another leave of absence. If protection of Employee's right to return to his last-held Civil Service position is not possible, Employee shall be removed from the position of Executive Director on termination of this Agreement, but if the Agreement is not terminated for cause he may choose to use accrued paid leave to remain an employee of the Water Board on a temporary basis until July 27, 2022. This use of accrued leave shall be in lieu of receiving a cash payment for that leave and Employee shall not earn additional paid leave during the period between the termination of this Agreement and July 27, 2022.

5. Termination. The Employee's position with the Water Board and this Agreement shall terminate upon the occurrence of any of the following: (i) the mutual written agreement of the Water Board and the Employee; (ii) the death of the Employee; (iii) the disability of the Employee; (iv) the Employee giving 90 days' advance written notice to the Water Board; (v) the Employee's discharge for "cause" under Paragraph 6; (vi) Employee's failure to meet the required minimum qualifications for the position, including licensure, as set forth on the job description attached hereto as Appendix A; or (vii) determination by the applicable Department of Civil Service that the employee cannot retain his position. In the event of a determination by Civil Service that the employee cannot retain his position, termination shall become effective in accordance with the New York Civil Service Commission under Title Four of the Official Compilation of Codes, Rules and Regulations of the State of New York. For purposes hereof, disability shall mean a mental or physical condition which renders the Employee unable to perform his duties hereunder for either: (i) a period in excess of 45 consecutive days; or (ii) for 90 days within any 300-day period following the use of all accrued time. In the event this Agreement is terminated in accordance with this paragraph for any reason other than for cause, the Water Board shall pay the Employee or his personal representative, as the case may be: (i) his salary through and including the termination date; and (ii) any accrued and unpaid paid leave in accordance with Paragraph 3, and the Water Board shall have no further obligation or liability to the Employee, or his personal representative, hereunder.

6. Discharge for Cause. During the Term hereof, the Water Board may discharge the Employee for cause, in which event this Agreement shall be terminated immediately. "Cause" shall include, but not be limited to, facts which permit a reasonable conclusion that the Employee has: (i) failed to pursue and perform on a full-time basis his duties hereunder; (ii) engaged in the illegal use of drugs or other controlled substances; (iii) engaged in the habitual and excessive use of alcohol so as to impair the performance of his duties hereunder; (iv) materially breached his obligations hereunder; (v) committed acts that support the reasonable conclusion, whether or not Employee actually has been convicted, that Employee has committed a felony under the laws of the United States of America or the State of New York or a crime involving moral turpitude including but not limited to conduct that is considered contrary to community standards of justice, honesty or good morals; (vi) engaged in dishonesty, willful misfeasance, or willful malfeasance; (vii) repeatedly failed to perform the duties assigned to him; (viii) engaged in fighting with (other than in self-defense), threatened or attempted bodily harm to, or harassed, sexually or otherwise, any employee, director, agent, customer, or vendor of the Water Board; (ix) engaged in illegal or unethical business practices, including but not limited to fraud, misappropriation, or embezzlement, or violation of the Water Board's Code of Conduct or JCOPE ethics rules; (x) made public statements or engaged in public conduct that undermines or injures the mission or operation of the Water Board; (xi) engaged in insubordination, either through failing and refusing to comply with a lawful and reasonable directive issued by majority vote of the Water Board in an open meeting, by failing to comply with Water Board employee policies and procedures, or by failing to comply with a lawful directive of any governmental agency with jurisdiction over the Water Board; or (xii) voluntarily resigned without providing to the Water Board the notice required by this Agreement. In the event the Employee's employment is terminated for cause, the Water Board shall pay the Employee: (i) his salary through and including the termination date; and (ii) all accrued and unused paid leave as provided in Paragraph 3, and the Water Board shall have no further obligation or liability to the Employee hereunder.

7. Confidentiality and Return of Property.

(A) The Employee recognizes and acknowledges that during the term of the Employee's service as Executive Director of the Water Board, the Employee will have access to and become familiar with certain confidential information, privileged information, specialized knowledge, and/or trade secrets which belong to the Water Board, including, but not limited to, information regarding: Water Board legal affairs, the operation of the Water Board, personnel information, costs, pricing, estimates, programs, forecasts, negotiating positions, strategic plans, technical information, processes, methods, techniques, financial information, bid or procurement information, consultant reports, and any other information not generally known to the public, all of which are regularly used in the operation of the Water Board's business and all of which the Employee acknowledges have been acquired, learned, and developed by the Water Board only through the expenditure of substantial sums of money, time, and/or effort, which are not readily ascertainable, and are discoverable only with substantial effort, and are the confidential and exclusive property of the Water Board (hereinafter the "Confidential Information"). The Employee shall not, during and after the term of his employment with the Water Board, disclose, directly or indirectly, or use all or any part of the Confidential Information of the Water Board to

any person, firm, corporation, association, or other entity for any reason or purpose, except as required in the course of his employment with the Water Board.

(B) All files, records, papers, memoranda, customer lists, procurement information, personnel records, and documents relating to the business of the Water Board, whether prepared by the Water Board, the Employee, or otherwise, coming into the Employee's possession, shall remain the exclusive property of the Water Board. All of the Water Board's records or copies thereof, shall not be removed from the Water Board's offices and disclosed to any unauthorized third party (including electronically) without the prior written consent of the Water Board.

(C) The Employee hereby stipulates and agrees that an actual or threatened breach by Employee of this Confidentiality Agreement will result in irreparable damage and injury to the Water Board, for which no money damages could adequately compensate it. Thus, if the Employee actually breaches, or threatens a breach of, this Confidentiality Agreement, in addition to all other remedies to which the Water Board may be entitled, the Employee agrees that the Water Board shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, without necessity for posting any bond, in addition to any other remedy at law or equity. Such injunction or injunctions may be issued by any court of competent jurisdiction, to enjoin and restrain the Employee and each and every person, firm, association, or corporation, concerned or acting in concert with the Employee, from the continuance of such breach, or threatened breach. The Employee waives any claim or defense that an adequate remedy at law exists for any such breach. The obligations of the Employee pursuant to this Confidentiality Agreement shall survive the termination of this Agreement.

(D) On termination of this Agreement, regardless of how termination is effected, or whenever requested by the Water Board, Employee shall immediately return to the Water Board all of the Water Board's property, including without limitation all electronic devices, keys and copies of keys, access cards, and ID badges, used by Employee in rendering services under this Agreement or otherwise, that is in Employee's possession or under his control. Furthermore, upon termination or discontinuance of the Employee's employment as Executive Director of the Water Board, the Employee will return to the Water Board all files, records, papers, memoranda, customer lists, procurement information, and documents relating to the business or Confidential Information of the Water Board to which he gained access as a result of his employment which the Employee acknowledges are the sole and exclusive property of the Water Board.

8. Conflicts. The Employee represents that he is not under any legal or contractual obligation that would conflict in any manner with his duties and obligations as Executive Director and that the execution and performance of this Agreement by the Employee shall not breach any agreement to which he is a party or by which he is bound.

9. Retirement Contributions. The Water Board shall make such contributions to the New York State Retirement System (the "Retirement System") for the Employee's behalf as may be required by the Retirement System.

10. Employee Handbook and Random Drug Testing. Employee agrees to abide by such employee policies and procedures as are promulgated by the Water Board, and such

policies as modified during the course of his employment. Such policies and procedures include, but are not limited to, those in any employee handbook that is from time to time published, including the Water Board's random drug testing policy.

11. Breach and Mitigation. The Employee agrees that in the event of termination of his employment with the Water Board by reason of breach by the Water Board, the Employee will attempt, and use his best efforts, to seek employment to mitigate the damages he would sustain by reason of the Water Board's breach of its obligations hereunder. If the Water Board is determined to have breached this Agreement the Employee shall be entitled to damages as allowed by law.

12. Waiver. The waiver or failure to take action with regard to any breach of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver or waiver of any other breach of the same or any other term or condition hereof.

13. Assignment. This Agreement shall be binding on the Water Board, its successors and assigns. This Agreement is for the unique personal skills, knowledge, and experience of the Employee and is not assignable, or delegable, in whole or in part, by the Employee.

14. Modification. Except as provided in Paragraph 2 with respect to salary, no modification of this Agreement shall be binding unless executed in writing and signed and dated by each of the parties thereto to be bound.

15. Notice. All notices required or permitted hereunder shall be in writing and shall be addressed to the parties as set forth in the preamble of this Agreement, or to such other address as may be designated by a party by notice given in accordance with the provisions of this Paragraph.

16. Arbitration. Any controversy or claim arising out of, or relating to this agreement, or the breach thereof, or otherwise arising out of the Employee's employment, or the termination of that employment (including, without implication of limitation, any claims of unlawful employment discrimination) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in Niagara County, New York, in accordance with the Employment Arbitration Rules of the AAA, including but not limited to the rules and procedures applicable to the selection of arbitrators. The arbitrator shall not have the power to add to or subtract from the terms of this Agreement. Notwithstanding the foregoing, this arbitration provision shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate, provided that any other relief shall be pursued through an arbitration proceeding pursuant to this section.

17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by

law or equity while preserving its original intent. The invalidity of any clause in this Agreement shall not affect the validity of any other clause.

18. Headings. Paragraph headings contained in this Agreement are for convenience of reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement.

19. Construction. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted, and each party has been represented by legal counsel or had the opportunity to be represented by legal counsel in connection with the construction of any provision hereof or deletions herefrom.

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22. Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties and supersede any previous oral or written communications, representations, or agreements with respect to the subject matter thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NIAGARA FALLS WATER BOARD

By: _____
Daniel O'Callaghan, Chairman Date

Patrick Fama Date
Employee