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**Regular Session of the
Niagara Falls Water Board
December 16, 2019 5:00 PM at
Michael C. O’Laughlin Municipal Water Plant**

1. Attendance and Preliminary Matters

Forster_____ Kimble _____ Larkin_____ Leffler_____ O’Callaghan_____

- a. Letters and Communications**
- b. 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)**
- c. Presentations (None scheduled)**
- d. Approval of Minutes from November 25, 2019 Meeting**

2. From the Executive Director

3. Superintendent

4. Engineering

5. Director of Administrative Services – Personnel Items

- a. Staff Requested:**
 - i. Motion to Approve Personnel Actions and Report dated December 9, 2019.**

6. Information Technology (IT)

7. Director of Financial Services

8. Other Reports

- a. Questions Regarding Monthly O&M Reports (if any)**
- b. Safety**

9. General Counsel and Secretary

10. From the Chairman

11. Resolutions

2019-12-001 – [Withdrawn]

2019-12-002 – 2020 MEETINGS

a. Schedule of Meeting Dates

2019-12-003 – FUNDS FOR MOLLENBERG-BETZ TO COMPLETE PROJECT 6 MECHANICAL WORK, INCLUDING TO FURNISH AND INSTALL CERTAIN PUMPS, SENSORS, AND MIXERS

a. Mollenberg-Betz November 20, 2019 Proposal

2019-12-004 – FUNDS FOR FERGUSON ELECTRIC TO COMPLETE PROJECT 6 DEMOLITION, TEMPORARY WIRING, AND UNDERGROUND DUCT BANK WORK

a. Ferguson October 8, 2019 Quote

2019-12-005 – AWARDING BID FOR ANNUAL ELECTRICAL PREVENTATIVE MAINTENANCE

a. Bid Tally

2019-12-006 – AUTHORIZING GHD CONSTRUCTION PHASE SERVICES FOR PROJECT 2: GORGE PUMPING STATION REHABILITATION AND OUTFALL 003 REDIRECTION

a. GHD's October 4, 2019 Proposal

2019-12-007 – AWARDING BID FOR MONTHLY MAINTENANCE OF ELEVATORS

a. Bid Tally and Award Recommendation Letter

2019-12-008 – AUTHORIZING PRO RATA SETTLEMENT OF CLAIM FOR HYDRANT DAMAGE

a. Pro Rata Settlement Proposal

2019-12-009 – AUTHORIZING SETTLEMENT OF CLAIM BY HEATHER DOBSON

a. Notice of Claim

**2019-12-010 – EXERCISING THIRD YEAR OPTION FOR EFPR GROUP LLP
TO PERFORM ANNUAL EXTERNAL AUDIT FOR YEAR ENDING
DECEMBER 31, 2019**

- a. **EFPR Annual Audit Proposal**

**2019-12-011 – 2020 CLARK PATTERSON LEE PROFESSIONAL SERVICES
EXTENSION**

- a. **CPL Proposal**

**2019-12-012 – EXTENSION OF BID FOR PICKUP, HAULING, AND DISPOSAL
OF ALUMINUM-BASED RESIDUALS FROM WATER TREATMENT PLANT**

- a. **Modern Disposal Offer of Extension**

2019-12-013 – COMPENSATION FOR SAFETY SPECIALIST

2019-12-014 – EMPLOYMENT CONTRACT WITH BRIAN MAJCHROWICZ

- a. **Employment Agreement**

**2019-12-015 – CHANGE ORDER FOR WATER TREATMENT PLANT
CAULKING CONTRACT**

- a. **Change Order**

**2019-12-016 – AUTHORIZING SETTLEMENT OF CLAIM BY RIVERSIDE
CONDO. ASSN.**

- a. **Notice of Claim**

**2019-12-017 – GRANTING THE STATE OF NEW YORK AUTHORITY
TO PERFORM AN ADJUSTMENT OF NIAGARA FALLS WATER BOARD
FACILITIES AND AGREEMENT TO MAINTAIN FACILITIES ADJUSTED VIA
THE STATE-LET CONTRACT, PROJECT IDENTIFICATION NO. 5813.59**

- a. **DOT Cover Letter and Agreement Regarding Military Rd. Manhole
Elevations**

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
November 25, 2019 5:00 PM at
Michael C. O’Laughlin Municipal Water Plant**

1. Attendance and Preliminary Matters

Forster *arrived at 5:30 p.m. Kimble P Larkin *arrived at 5:20 p.m.
Leffler P O’Callaghan P

a. Letters and Communications

None.

b. 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)

Suzana Starks spoke regarding a billing issue at her residential property on Independence Ave. Ms. Starks as been living at this property with her children since 2006. Her average quarterly water bill is approximately \$138, however, the bill she received for her most recent billing cycle was approximately \$4,600.00. When she phoned the NFWB, she was advised to call a plumbing service. After contacting Gross Plumbing, they inspected her residence and reported no findings that would have resulted in such a substantial water bill; suggested the possibility of a faulty water meter. The NFWB Meter Shop then came out to Ms. Starks’s property and suggested there was a possibility of an intermediate leak. Ms. Sarks stated she submitted an adjustment form along with an invoice from Gross Plumbing to the NFWB’s billing department.

Ms. Leffler states she would like a monthly update for all Board members regarding any billing issues or other public speakers that come before the Board.

c. Presentations (None scheduled)

d. Approval of Minutes from October 28, 2019 Meeting

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

2. From the Executive Director

Mr. Fama updated the board members on Project 6 – Effluent Disinfection. This project is being completed using in-house labor and IDIQ contracts. At the next meeting, there will be a proposal from Mollenberg-Betz, the mechanical contractor, for approximately \$1.3 million in work.

3. Superintendent

Mr. Wright updated the Board on the status of Bollier Ave. Per City Engineering, a request for proposal will be published in the Niagara Gazette next week.

Mr. O’Callaghan questions why an employee from the outside sewer department was called to a residence on 58th St. on Sunday to investigate a water in the basement complaint, resulting in overtime.

Mr. Wright and Mr. Costello explain that this was the procedure that was agreed upon; if the problem is not with NFWB’s sewer main, the employee will be a witness in any future claim.

4. Engineering

Mr. O’Callaghan questioned the status of the sanity sewer system management plan – year 12 progress evaluation engineering report. Mr. Williamson stated that the NFWB plans to meet with the DEC before the end of 2019 to review the report.

5. Director of Administrative Services – Personnel Items

a. Staff Requested:

i. Motion to Approve Personnel Actions and Report dated November 18, 2019.

b. Updated Organizational Chart

Mr. Perry provided an updated organizational chart to the board members and explained there was nothing new added to the personnel action report from the working session.

Motion by Ms. Leffler and seconded by Mr. O’Callaghan to approve the personnel actions and report.

*Forster__absent__Kimble __N__ Larkin__absent__Leffler__Y__ O’Callaghan__Y__
Motion was not carried 2-1*

6. Information Technology (IT)

Mr. Fama states the implementation of the new GPS systems for the NFWB's fleet is moving along. Approximately 4-6 units have been installed. Mr. Fama explained that this project is a work in progress.

Mr. O'Callaghan states he would like the vehicles that are being used daily, to be the first vehicles to have GPS units installed. Specially he would like the Outside Sewer/Water Crew to be the first portion of the fleet to have the GPS units installed, then the Meter Shop, and then the Maintenance Department.

Mr. Wright states he will clarify any uncertainties regarding the new GPS system with the NFWB's Enterprise Sales Representative, Terry Eason.

7. Director of Financial Services

8. Other Reports

- a. Questions Regarding Monthly O&M Reports (if any)
- b. Safety

Mr. O'Callaghan states he would like to know the status of the back-up camera on the truck that was involved in a minor accident last week.

9. General Counsel and Secretary

Mr. O'Callaghan asked whether administration staff are entitled to bereavement leave. Mr. Perry stated that they are allowed the same bereavement leave as Tier II hourly workers.

10. From the Chairman

11. Resolutions

2019-11-001 – ACCEPTING ENGINEERING PROPOSAL BY GHD FOR WWTP PROTECTIVE MEASURES PROJECT PHASE II BIDDING AND CONSTRUCTION SERVICES

- a. GHD Proposal Dated October 4, 2019
- b. Background Information on Project

*Motion by Ms. Kimble and seconded by Ms. Larkin to approve
Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__
Motion carried 4-0*

2019-11-002 – AWARDING BID FOR WWTP PROJECT 4: GRANULATED ACTIVATED CARBON AND CARBON FILTER SUPPORT GRAVEL REPLACEMENT

a. Bid Tabulation and Award Recommendation

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 4-0

2019-11-003 – EXTENDING BID FOR GRANULATED ACTIVE CARBON SUPPLY AND REMOVAL

a. 2018 Bid Award Recommendation and Bid Tabulation

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 4-0

2019-11-004 – EXTENSION OF PRIMARY TREATMENT POLYMERS BID

a. 2018 Bid Award Recommendation and Bid Tabulation

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 4-0

2019-11-005 – EXTENDING BID FOR SLUDGE DEWATERING POLYMER

a. 2018 Bid Award Recommendation and Bid Tabulation

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 4-0

2019-11-006 – AUTHORIZING PROCUREMENT OF SLUDGE SCREW FROM KAMAN INDUSTRIAL TECHNOLOGIES

a. Kaman, Core Welding, and Frederick Machine Quotes

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 4-0

2019-11-007 – AUTHORIZING PROCUREMENT OF GRIT SCREW FROM KAMAN INDUSTRIAL TECHNOLOGIES

a. Kaman, Core Welding, and Frederick Machine Quotes

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 4-0

2019-11-008 – PURCHASE OF KREBS CYCLONE REPLACEMENT PARTS

a. Part List, Pricing, and Schematic

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__

Motion carried 4-0

**2019-11-009 – PROCEDURE FOR NOTIFYING BOARD OF DIRECTORS
OF SENIOR STAFF ABSENCES**

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

Forster__absent__Kimble __Y__ Larkin__N__Leffler__Y__ O'Callaghan__N__

Motion was not carried 2-2

**2019-11-010 – AUTHORIZING 102nd STREET METER PIT CONSTRUCTION
COSTS**

a. Wendel Recommendation for 102nd Street Meter Pit Award

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__

Motion carried 4-0

**2019-11-011 – AUTHORIZING ENGINEERING SERVICES FOR 102nd STREET
METER PIT CONSTRUCTION PHASE**

a. Wendel Proposal dated November 14, 2019

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

Forster__absent__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__

Motion carried 4-0

**2019-11-012 – AUTHORIZING LEASE OF THREE VEHICLES AND DISPOSAL
OF FIVE VEHICLES THROUGH ENTERPRISE**

a. Memorandum from Superintendent

b. Enterprise Estimates for Vehicle Disposals

**c. Enterprise Quotes for Lease of Three 2020 Chevrolet Equinoxes
(Note: Quote 4375051 Submitted for Two Vehicles)**

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

Forster__Y__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__

Motion carried 5-0

2019-11-013 – AUTHORIZING PURCHASE OF STOCK OF FIRE HYDRANTS

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

Forster__Y__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__

Motion carried 5-0

**2019-11-014 – AWARDING IN PART AND REJECTING IN PART
COOPERATIVE CHEMICAL BIDS**

- 1. D. Williamson Analysis of Percent Change**
- 2. Tally Sheet for Chemical Bids**

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

Forster__Y__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 5-0

12. Unfinished Business

Mr. Forster requested clarification regarding the current number of leaking fire hydrants throughout the city. He was told at the November work session that there were currently no known leaking fire hydrants but was informed there are currently 13 leaking fire hydrants as of November 25th.

Mr. Forster would like a column added to the monthly O&M report, indicating the current status of the leaking fire hydrants in the city. Mr. Forster also would like to see a plan on how the staff involved plans to address this issue.

Mr. Wright states he will schedule a meeting with Mr. Fama and Mr. Eagler to address the issue and come up with a plan to resolve. The Board will be emailed regarding the plan.

13. New Business & Additional Items for Discussion

Ms. Larkin requested information regarding contracts that are renewing for next year, including the agreement for grant work.

Mr. O’Callaghan questioned why more than one employee was paid overtime for the root-foaming job, because the contract which states one NFWB employee is to be available to the contractor. He did not see anything in the CBA that states a supervisor needs to be present.

14. Executive Session (if needed)

Motion by Ms. Larkin and seconded by Ms. Leffler to enter into executive session to discuss the hiring or retention of particular individuals.

Forster__Y__Kimble __Y__ Larkin__Y__Leffler__Y__ O’Callaghan__Y__

Motion carried 5-0

15. Adjournment of Meeting

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

Forster__Y__Kimble __Y__ Larkin__Y__Leffler__Y__ O'Callaghan__Y__

Motion carried 5-0

DRAFT

**Niagara Falls Water Board
Personnel Actions and Report
Monday, December 9, 2019**

Personnel Actions Requested of the Board
--

I. PERSONNEL ACTIONS RECOMMEND TO HIRE				
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
1.1	Human Resources Specialist	Administrative	Approx. \$50,000	Union position will save the organization \$6,000 first year with the elimination of Deputy & aid NF employment

II. RECOMMENDED PROMOTION / MOVE / APPOINTMENT				
Line Item Number	Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
2.1	CMM	Post for CMT	increase \$.32 / hr. avg.	Post in accordance with CBA replacing individual terminated in August impact =0 if there is no backfill it will save \$45,000 annually
2.2	Plant Attendent	Promotion to Crew Leader Specialist	Grade 13B to 14 Avg. increase \$1.78/ hr. across seniority & position	Approximatly \$ 3,702 annually

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 ACTI OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION				

VI. PERSONNEL ON LONG TERM LOA				
Name	Last Day Worked	Dept.	Return Status	Comments

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-002

2020 MEETINGS

WHEREAS, the Niagara Falls Water Board has, by past practice, approved the schedule for the work sessions and the regular meetings by resolution prior to the next year of operation; and

WHEREAS, the Water Board must schedule an annual meeting pursuant to Article V, Section 1 of its By-Laws;

NOW THEREFORE BE IT

RESOLVED, that the calendar of work sessions, business meetings, and the annual meeting that is attached hereto is hereby adopted by the Niagara Falls Water Board for 2020.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director
General Counsel and Secretary

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

No monetary impact

On December 16, 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 the Board



TO: All Interested Parties

FROM: Niagara Falls Water Board

RE: **Niagara Falls Water Board Work Session and
Business Meeting Dates for the Calendar Year 2020**

The Niagara Falls Water Board ("Water Board") has scheduled the dates below for its 2020 work sessions and the regular business meetings. Meetings are held at the Water Board offices located at 5815 Buffalo Avenue, Niagara Falls, New York, and begin at 5:00 p.m. The regular meeting held March 23, 2020 shall be deemed the Annual Meeting pursuant to Article V, Section 1 of the Water Board's by-laws. Any changes to this schedule or special meetings shall be announced to the public pursuant to the Open Meetings Law.

Work Sessions:

January 13, 2020

February 24, 2020*

March 16, 2020

April 20, 2020

May 11, 2020

June 15, 2020

July 20, 2020

August - recess

September 21, 2020

October 19, 2020

November 16, 2020

December 7, 2020

Business Meetings:

January 27, 2020

February 24, 2020*

March 23, 2020

April 27, 2020

May 18, 2020

June 22, 2020

July 27, 2020

August - recess

September 28, 2020

October 26, 2020

November 23, 2020

December 14, 2020

*** Working session followed immediately by business meeting.**

**FUNDS FOR MOLLENBERG-BETZ TO FURNISH PROJECT 6
EQUIPMENT AND MECHANICAL WORK**

WHEREAS, the Niagara Falls Water Board (“Water Board”) pursuant to NYS Department of Environmental Conservation Consent Order R9-20170906-129 agreed to implement improvements to its effluent disinfection system (“Project 6”); and

WHEREAS, in order to complete these improvements in an expeditions and cost-effective manner, the Water Board retained AECOM for design and construction engineering services and determined to construct the improvements using a combination of its in-house forces and using the services of contractors who were awarded previously bid indefinite delivery/indefinite quantity contracts; and

WHEREAS, one component of Project 6 includes the installation of various pumps, mixers, sensors, and transmitters, together with associated mechanical work including piping and fabrication of cabinets; and

WHEREAS, Ferguson Electric, pursuant to a pre-bid indefinite delivery/indefinite quantity contract, has agreed to perform the required the installation of various pumps, mixers, sensors, and transmitters, together with associated mechanical work including piping and fabrication of cabinets for a proposed cost of \$1,366,000; and

WHEREAS, the New York State Department of Environmental Conservation and Dormitory Authority of the State of New York have authorized the Water Board to use funds from the State and Municipal Facilities Program (“SAM”) Phase I – Upgrade and Improve the Niagara Falls Waste Water Treatment Plant (Project ID: #15688) grant towards half of the Water Board’s costs for Project 6;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay to Mollenberg Betz up to \$1,366,000 to complete the scope of work related WWTP Project 6, Effluent Disinfection, that is set forth in its November 20, 2019 proposal.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
2019 CIP Item No. WWTP-6, WWTP Rehab Phase 4F, Chemical Improvements

On December 16, 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 the Board

November 20th, 2019

Niagara Falls Water Board,
c/o Jay Meyers

Subject: Niagara Falls Water Board – Project 6 – Effluent Disinfection

Jay:

We are pleased to provide you with a proposal for the above subject project, based upon plans G-1, C-1, C-1A, C-2, C-3, C-4, C-5, C-6, C-7, S-1, S-2, S-3, S-4, S-5, S-6, and S-7 as provided to us by your representatives.

Included

- ✓ Dewatering and erosion protection for our scope. (6 day duration)
- ✓ Excavation and backfill with spoils as required for the completion of our work. Excavation has also been included to accommodate the work of the electrician. Manholes and electrical pull-boxes will be installed as part of the work of this contract.
- ✓ Modifications of the CCT basin as shown
- ✓ Special coatings and materials as specified
- ✓ Piping insulation where required
- ✓ Install of all piping as shown.
- ✓ Tracer tape for U/G piping
- ✓ Stainless steel hardware where required.
- ✓ Fiberglass pump table and all associated items.
- ✓ Repair/replacement/installation of various structural items and assemblies as shown
- ✓ Furnish and install HYPO Pump VFD Cabinet with VFD's,
- ✓ Furnish and install TRC Sample Pumps,
- ✓ Furnish and install CCT Mixer and Mixer VFD,
- ✓ Furnish and install Level Sensors and Transmitters at Odor Control Building,
- ✓ Furnish and install Temperature Sensor and Transmitter at CCT, Drivable pipe ramp, HYPO Compatible Sump,
- ✓ Install only on all equipment that is to be provided by owner (HYPO Pumps and TRC Analyzers).
- ✓ Subsurface building foundation penetrations with link seals
- ✓ We have not included the odor control I/O panel by others
- ✓ All electric and control wiring by others
- ✓ Work will be billed per the contract in place between NFWB and Mollenberg Betz.

Total Proposal.....\$1,366,000.00



Exclusions / Clarifications

- ✓ No Bond costs of any sort
- ✓ No special insurances.
- ✓ No electrical work whatsoever.
- ✓ No controls work whatsoever
- ✓ We exclude Odor Control I/O panel , by others
- ✓ Any scope that is not shown on listed plans has not been considered in this proposal
- ✓ No professional design services.
- ✓ No permits of any kind.
- ✓ No Heat Trace.
- ✓ No testing of any kind.
- ✓ No premium time for overtime, weekend, holiday, or shift work. Working hours are to be 7:00 AM to 3:30 PM, Monday through Friday.
- ✓ No hazardous material handling, testing, or disposal included.
- ✓ No site undercut due to poor soil bearing conditions.
- ✓ No location, removal, relocation, or repair of hidden or buried utilities.
- ✓ No winter protection of our construction.
- ✓ Lead paint has not been considered in this proposal. If work in the presence of lead paint is necessary, EPA regulation 745RRP may require additional measures at an added cost to the project.
- ✓ Project is tax exempt

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Thank you for considering Mollenberg-Betz...if you should have any questions or require additional information – please feel free to call.

Sincerely,

MOLLENBERG-BETZ, INC.

Richard Herkey
Estimating

Acceptance of Quote, Conditions, Qualifications, & Exclusions
Agreed to and Accepted By: _____
Signature: _____
Title: _____
Date: _____
(Signor possesses authority to bind the company)



November 20th, 2019

Niagara Falls Water Board,
c/o Jay Meyers

MBE Utilization plan

Jay:

It is the intention of Mollenberg-Betz to achieve approximately 35% MBE Utilization on the Effluent Disinfection project. We will be working with Iroquois Bar which is an accredited MBE organization. Iroquois will be performing the site work, core bores, and concrete cutting and patching work on this project.

Thank you for considering Mollenberg-Betz for this project. If you should have any questions or require additional information, please feel free to contact us.

Best Regards,

MOLLENBERG-BETZ, INC.

Joe Higgins
Project Manager

**FUNDS FOR FERGUSON ELECTRIC TO COMPLETE PROJECT 6
DEMOLITION, TEMPORARY WIRING, AND UNDERGROUND DUCT BANK WORK**

WHEREAS, the Niagara Falls Water Board (“Water Board”) pursuant to NYS Department of Environmental Conservation Consent Order R9-20170906-129 agreed to implement improvements to its effluent disinfection system (“Project 6”); and

WHEREAS, in order to complete these improvements in an expeditions and cost-effective manner, the Water Board retained AECOM for design and construction engineering services and determined to construct the improvements using a combination of its in-house forces and using the services of contractors who were awarded previously bid indefinite delivery/indefinite quantity contracts; and

WHEREAS, one component of Project 6 requires demolition of existing electrical features, temporary wiring, and the fabrication and installation of an underground duct bank; and

WHEREAS, Ferguson Electric, pursuant to a pre-bid indefinite delivery/indefinite quantity contract, has agreed to perform the required demolition, temporary wiring, and underground work on a time-and-material basis for an estimated cost of \$108,000; and

WHEREAS, the New York State Department of Environmental Conservation and Dormitory Authority of the State of New York have authorized the Water Board to use funds from the State and Municipal Facilities Program (“SAM”) Phase I – Upgrade and Improve the Niagara Falls Waste Water Treatment Plant (Project ID: #15688) grant towards half of the Water Board’s costs for Project 6;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay to Ferguson Electric up to \$108,000 to complete the scope of work related WWTP Project 6, Effluent Disinfection, that is set forth in their October 8, 2019 proposal.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

2019 CIP Item No. WWTP-6, WWTP Rehab Phase 4F, Chemical Improvements

On December 16, 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 the Board

Service Division

Your exclusive TEGG® Service provider

- o Electrical preventative maintenance programs
- o 24-hour emergency service
- o Troubleshooting and repair

October 8, 2019

Niagara Falls Water Board
5815 Buffalo Ave
Niagara Falls, NY 14304

Attention: Mr. Jay Meyers

Re: Effluent Disinfection – Project 6,
FES#PL20513

Dear Jay,

We are please to present this budgetary proposal for the demo, temporary wiring, and underground duct bank associated with the Effluent Disinfection Project 6, drawings E-1 and E-2 as provided by AECOM.

Provide the labor, equipment, and materials to complete our above work scope.

Our budgetary price for the above is **ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000.00).**

We will preform the work on a time and material basis per the NFWB contract.

Our price is subject to all applicable sales and use taxes unless otherwise directed by your order to proceed. Our price is based on performing the work during straight-time hours, 7:00am – 3:30pm, Monday through Friday, excluding holidays.

Notes:

- We will perform all work strictly according to Article 70E of the NFPA dealing with the Arc Flash Protection.

We appreciate the opportunity to work with **Niagara Falls Water Board.**

We await your written authorization of acceptance so that we may begin work on this project in a timely, satisfactory manner.

Respectfully Submitted,

FERGUSON ELECTRIC SERVICE CO., INC.



Daniel R. Schultz
Electrical Services Manager

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-005

**AWARDING BID FOR ANNUAL
ELECTRICAL PREVENTATIVE MAINTENANCE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) was assisted by the City of Niagara Falls Purchasing Department in soliciting bids for annual electrical preventative maintenance under Bid No. W2019-03; and

WHEREAS, City of Niagara Falls Purchasing has tabulated the results and highlighted the lowest responsible bidder meeting the specifications; and

WHEREAS, the low bid is from Ferguson Electric Service Company, Inc.;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby awards the electrical preventative maintenance bid to Ferguson Electric Service Company, Inc., for the following:

Year One:	\$14,746;
Year Two (if renewed):	\$15,189;
Year Three (if renewed):	\$15,597.

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 December 16, 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 the Board



TO: The Board

FROM: Patrick Fama
Executive Director

DATE: December 5, 2019

SUBJECT: Bid #W2019-03 Annual Electrical Preventative Maintenance

We respectfully request you award the above referenced bid as follows:

TO: **Ferguson Electric Service Company, Inc.**
321 Ellicott Street
Buffalo, New York 14203

FOR: Item #1 - #3: Total Price for all required annual electrical preventative maintenance for


Year One	\$ 14,746.00
Year Two (if renewed)	\$ 15,189.00
Year Three (if renewed)	\$ 15,957.00

The Purchasing Agent certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.

Notice that bids were to be received was advertised in the Niagara Gazette and bid requests were sent to Thirty-three (33) companies. Three (3) bid responses were received. The above referenced companies submitted the lowest bid prices for each respective item.

Respectfully submitted,

Patrick Fama
Executive Director



Douglas A. Janese, Jr.
Purchasing Agent

DAJ: lkh
Enc.

FORSTER _____ KIMBLE _____ LARKIN _____ LEFFLER _____ O'CALLAGHAN _____

OFFICIAL TALLY SHEET
CITY OF NIAGARA FALLS ON BEHALF OF THE NIAGARA FALLS WATER BOARD

BID # W2019-03 ANNUAL ELECTRICAL PREVENTATIVE MAINTENANCE

PAGE 1 OF 1

BID OPENING: NOVEMBER 25, 2019 11:00 AM

SET 1 OF 1

ITEM #	DESCRIPTION	O'Connell Electric Company, Inc. 830 Phillips Road Victor, NY 14564	Ferguson Electric Service Company, Inc. 321 Ellicott Street Buffalo, NY 14203	Frey Electric Construction Company, Inc. 100 Pearce Avenue Tonawanda, NY 14150
	Vendor shall quote a single price for all required maintenance in each year as set forth in the specifications. The submitted price must encompass Vendor's costs for travel, labor, materials, taxes, fees and all other costs.			
1.	Total Price for all required annual electrical preventative maintenance for YEAR ONE:	\$16,290.00	\$14,746.00	\$62,444.00
2.	YEAR TWO (If renewed):	\$16,604.00	\$15,189.00	\$65,500.00
3.	YEAR THREE (If renewed):	\$17,128.00	\$15,957.00	\$68,800.00
	BID BOND RECEIVED	✓	✓	✓

NOTES:

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-006

**AUTHORIZING GHD CONSTRUCTION PHASE SERVICES FOR
PROJECT 2: GORGE PUMPING STATION REHABILITATION
AND OUTFALL 003 REDIRECTION**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its Wastewater Treatment Plan, including a project referred to as Project 2: Gorge Pumping Station Rehabilitation; and

WHEREAS, the Water Board previously awarded the design and bidding services for Project 2 to GHD, as well as additional design and bidding services related to a project to redirect Outfall 003 from the Falls Street Tunnel to the Gorge Pump Station; and

WHEREAS, Project 2 and the Outfall 003 redirection will be ready to advertise for bid soon; and

WHEREAS, CPL, acting as the Water Board’s engineers, recommends that the Water Board award to GHD the construction administration and inspection services for Project 2 and the Outfall 003 redirection as detailed in GHD’s October 4, 2019 proposal; and

WHEREAS, up to 50% of the cost of the work that is the subject of this resolution will be reimbursable under the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688, and GHD’s proposal includes the M/WBE participation required for grant reimbursement eligibility;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay to GHD up to \$216,700 for construction-phase services for Project 2: Gorge Pumping Station Rehabilitation and the Outfall 003 Redirection, as outlined in GHD's October 4, 2019 proposal.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

2019 CIP Item No. WWTP 2

On October 28, 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 the Board



October 4, 2019

Reference No. 11194110

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

Dear Mr. Fama:

**Re: Project 2 – Gorge Pumping Station Rehabilitation
Construction Phase Services – Revised Amendment Proposal**

GHD is pleased to submit our updated proposal for construction phase services related to the above referenced project at the Gorge Pump Station (GPS). GHD is currently under contract with the Niagara Falls Water Board (NFWB) to provide design services, New York State Environmental Facilities Corporation (NYSEFC) reporting and bidding assistance for this project, in accordance with our Agreement dated March 25, 2019. This Agreement includes GHD's proposal dated September 17, 2018, which outlines the scope of services currently authorized by the NFWB. Our September 17, 2018 proposal also includes a scope and fee for construction phase services, which have not been authorized.

The NFWB's program manager (CPL) has requested this updated proposal for construction phase services in order to coordinate schedules with the other construction projects that will be occurring at the wastewater treatment plant (WWTP) under this program. This proposal hereby amends GHD's scope of services and fees that were outlined in our September 17, 2018 proposal.

This proposal has been revised based on feedback from the NFWB and CPL. Please disregard our proposal letter for these services dated August 7, 2019. Please note that these services will also be performed for the project entitled "Redirect Outfall 003 from the Falls Street Tunnel to the Gorge Pump Station," which was awarded to GHD at the September 23, 2019 NFWB board meeting. The GPS Rehabilitation and Redirection of Outfall 003 are now combined into this one single project.

1. Scope of Services

GHD proposes to complete the following tasks during construction of the GPS project:

Task 4 – Construction Administration

GHD will provide construction administration services from the Notice to Proceed until final acceptance of the Work, as limited by the anticipated length of contract(s). For Construction Administration, we will provide the following services:

1. Review and approval of payment applications.
2. Maintain a Request for Information (RFI), Field Order and Change Order Log.



3. Respond to RFIs submitted by the Contractor(s).
4. Maintain a shop drawing log.
5. Review and take action (Approve, Reject, Approved as Corrected) on shop drawings required for the construction contracts.
6. Review and take action (Approve, Reject, Approved as Corrected) on submitted schedule of values and schedules.
7. Review, develop details for, and negotiate change order requests.
8. Conduct and attend construction progress meetings on site with the Contractors and NFWB staff to maintain the projected project schedule and open communication with WWTP personnel. GHD will prepare agendas and meeting minutes and distribute meeting minutes.
9. Coordinate, administer and support the work.
10. Host a password protected FTP website for electronic access to all construction related correspondence (submittals, RFI, schedules, meeting minutes, pay requests, etc.) by the NFWB, GHD and contractors.
11. Prepare record drawings of the completed work. We will submit one hardcopy set of full-size drawings along with electronic CAD files and PDFs of all drawings.
12. Assemble the contractor furnished manufacturers' equipment O&M information into binders and submit this information for use by the NFWB as hardcopies and PDFs.

Task 5 – Construction Inspection

GHD will provide construction inspection services. Construction inspection services will include:

1. Conduct onsite inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.
2. Provide the services of a qualified and experienced construction inspector during periods of active construction. We have budgeted for 7 months (30 weeks) at 45 hours per week.
3. Report whenever inspector believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.
4. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to NFWB appropriate details relative to the test procedures and start-ups.
5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to NFWB.



6. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, clarifications and interpretations of the Contract Documents, and progress reports.
7. Prepare daily reports, diary or log book, recording Contractors' hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures.
8. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

2. Schedule

Our proposed schedule to complete this project is shown on Figure 1 (attached). The construction duration will be largely set by the time required to receive and install the new pumps and motors. Pump manufacturers have indicated that supplying new pumps and motors will require 6 weeks for development of shop drawings and 24 weeks for fabrication of the equipment. Assuming time to review and make one round of revisions to the shop drawings, we anticipate it will take approximately 9 months to fabricate and receive the first pump. Two pumps will need to remain in service throughout construction; therefore, the replacements will be performed one at a time. We estimate installing all three new pumps will require 5 months to complete. This includes 4 weeks for each pump install, 2 weeks for startup and testing of each pump, and 4 weeks to complete final punch list items. Therefore, we estimate that construction will require a total of 14 months to complete after issuing the Notice to Proceed. We estimate that contractors will be mobilized and onsite for approximately 7-months of active construction duration.

3. MWBE/SDVOB Participation

GHD will retain the services of Popli Design Group, a Minority-Owned Business Enterprise (MBE), for structural and electrical construction administration services, and Patriot Design & Consulting, a Service Disabled Veteran Owned Business (SDVOB), for HVAC construction administration services, consistent with our current design services utilization plan as approved by the NFWB. We will also hire a qualified inspector to perform a portion of Task 5 – Construction Inspection, and meet the balance of the 30 percent (Minority and Women-Owned Business Enterprise (MWBE) goals of the project.



4. Fee

GHD proposes to complete the scope of services outlined above for a total not-to-exceed fee of \$216,700 as detailed below.

Task	Description	Fee
Task 4	Construction Administration	\$ 85,500
Task 5	Construction Inspection	\$131,300
	Total	\$216,700

GHD will invoice Tasks 4 and 5 on an hourly basis not to exceed the above total, and direct expenses will be invoiced at cost plus 5 percent. We will hold our hourly rates to be consistent with our current Agreement. Invoices shall be due within 30 days from receipt.

Thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

GHD

Casey W. Cowan, PE
Project Manager

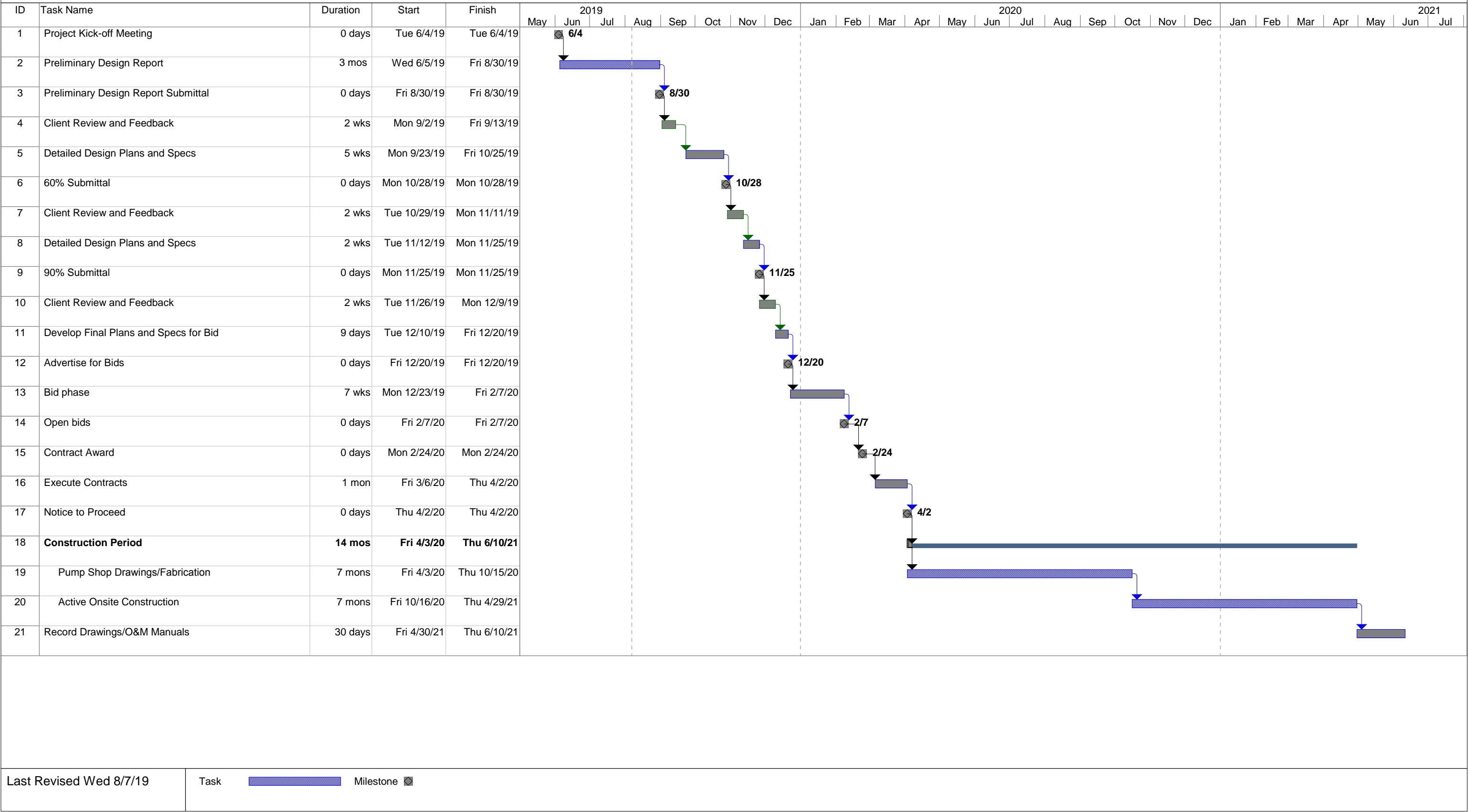
CWC/las/2

Attachment

cc: Douglas Williamson, PE – NFWB
Theodore E. Donner, PE – CPL
Robert P. Lannon Jr, PE – GHD



Niagara Falls Water Board
Project 2 - Gorge Pumping Station Rehabilitation
Proposed Project Schedule



NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-007

AWARDING BID FOR MONTHLY MAINTENANCE OF ELEVATORS

WHEREAS, the Niagara Falls Water Board (“Water Board”) was assisted by the City of Niagara Falls Purchasing Department in soliciting in conjunction with the City bids for the maintenance of elevators and dumbwaiters under Bid No. 2019-27; and

WHEREAS, City of Niagara Falls Purchasing has tabulated the results and highlighted the lowest responsible bidder meeting the specifications; and

WHEREAS, the low bid is from DCB Elevator Company, Inc.; and

WHEREAS, the total monthly bid price for monthly maintenance of the Water Board’s three elevators is \$630, with emergency call back service at \$325 per hour;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby awards to DCB Elevator Company, Inc., the bid for monthly maintenance of elevators at \$630 per month and emergency call back service at \$325 per hour; and

IT IS FURTHER RESOLVED, that this award authorizes 2020 service, as well as four additional one-year renewals, unless cancelled by either party.

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 December 16, 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 the Board



TO: The Board
FROM: Patrick Fama
Executive Director
DATE: December 3, 2019
SUBJECT: BID #2019-27 Maintenance of Elevators and Dumbwaiters

We respectfully request you award the above referenced bid as follows:

TO: DCB Elevator Company, Inc.
P.O. Box 426
Lewiston, New York 14092
FOR: Monthly Maintenance of Niagara Falls Water Board Elevators
(Items #11 - #13 per the attached tally sheet) \$ 630.00
Emergency Call Back Service (per hour) \$ 325.00


This is a one (1) year agreement which will renew automatically annually for up to four (4) additional years unless cancelled by either party.

The City Purchasing Division certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law. Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to eight (8) vendors. Three (3) bids were received. Please reference the attached tally sheet for bid submission details.

Will the Board so approve?

Respectfully submitted,

Patrick Fama
Executive Director



Douglas A. Janese, Jr.
Purchasing Agent

FORSTER _____ KIMBLE _____ LARKIN _____ LEFFLER _____ O'CALLAGHAN _____

5815 Buffalo Avenue • Niagara Falls, New York 14304 • 716 283-9770 • FAX 716 283-9748

www.nfwb.org

**OFFICIAL TALLY SHEET
CITY OF NIAGARA FALLS, NEW YORK**

BID # 2019-27

MAINTENANCE OF ELEVATORS AND DUMBWAITERS

PAGE 1 OF 2

BID OPENING:

NOVEMBER 19, 2019

11:00 AM

SET 1 OF 1

ITEMS (13)	QTY	DESCRIPTION	Bison Elevator Service, Inc. 295 Main Street Suite 932 Buffalo, NY 14203	Thyssenkrupp Elevator Corporation 2745 Broadway Street Suite 25 Cheektowaga, NY 14227	D.C.B. Elevator Company, Inc. P.O. Box 426 Lewiston, NY 14092
		Maintenance of variously located elevators and dumbwaiters throughout the City of Niagara Falls, as follows:	Monthly Price	Monthly Price	Monthly Price
N/A	N/A	Current Labor Rate (Wages & Fringe Benefits) per hour	\$87.92	\$86.69	\$83.88
N/A	N/A	Emergency call back service (per hour)	\$310.00	\$320.00	\$325.00
1.	1	CITY HALL (CNF) Campbell Passenger Elevator:	\$185.00	\$235.00	\$200.00
2.	1	CARNEGIE BUILDING (CNF) Dover Passenger Elevator:	\$130.00	\$135.00	\$140.00
3.	1	LASALLE LIBRARY (NFPL) ThyssenKrupp Elevator:	\$130.00	\$135.00	\$140.00
4.	3	EARL BRYDGES LIBRARY (NFPL) Dover Passenger Elevator:	\$345.00	\$405.00	\$300.00
5.	2	INTERMODAL TRANSPORTATION CENTER (CNF) Schindler Passenger Elevator:	\$265.00	\$270.00	\$280.00
6.	4	PARKING RAMP (CNF) Dover Passenger Elevator:	\$790.00	\$940.00	\$720.00
7.	1	PARKING RAMP (CNF) ThyssenKrupp Passenger Elevator:	\$180.00	\$235.00	\$185.00

**OFFICIAL TALLY SHEET
CITY OF NIAGARA FALLS, NEW YORK**

BID # 2019-27

MAINTENANCE OF ELEVATORS AND DUMBWAITERS

PAGE 2 OF 2

BID OPENING:

NOVEMBER 19, 2019

11:00 AM

SET 1 OF 1

ITEMS (13)	QTY	DESCRIPTION	Bison Elevator Service, Inc. 295 Main Street Suite 932 Buffalo, NY 14203	Thyssenkrupp Elevator Corporation 2745 Broadway Street Suite 25 Cheektowaga, NY 14227	D.C.B. Elevator Company, Inc. P.O. Box 426 Lewiston, NY 14092
		Maintenance of variously located elevators and dumbwaiters throughout the City of Niagara Falls, as follows:	Monthly Price	Monthly Price	Monthly Price
8.	6	MUNICIPAL COMPLEX (CNF) ThyssenKrupp Passenger Elevator, 3500 pound capacity:	\$800.00	\$810.00	\$800.00
9.	2	MUNICIPAL COMPLEX (CNF) ThyssenKrupp Passenger Elevator, 2500 pound capacity:	\$265.00	\$270.00	\$250.00
10.	1	MUNICIPAL COMPLEX (CNF) Matot Dumb Waiter:	\$120.00	\$100.00	\$100.00
11.	1	NFWB WATER TREATMENT PLANT (NFWB) Dover Passenger Elevator:	\$130.00	\$135.00	\$175.00
12.	2	NFWB WATER TREATMENT PLANT (NFWB) Otis Passenger Elevator:	\$365.00	\$470.00	\$280.00
13.	1	NFWB GORGE PUMPING STATION (NFWB) Otis Freight Elevator:	\$190.00	\$235.00	\$175.00
		TOTAL NET MONTHLY PRICE:	\$3895.00	\$4375.00	\$3745.00
		CERTIFICATIONS	✓	✓	✓
		EXCEPTIONS	NONE	SEE ATTACHED	NONE

City of Niagara Falls, NY
Maintenance of Elevators and Dumbwaiters

Amendment No.1

This Amendment No.1 shall be made a part of thyssenkrupp Elevator's bid. In the event of conflict with other articles, terms, conditions, or contract documents, these clarifications shall govern. Amend so in no event shall Bidder/Contractor be liable for any consequential, incidental, exemplary, special and/or liquidated damages. Final Contract terms are subject to review and approval by thyssenkrupp Elevator Corporation contracts department, which reserves the right to amend.

General Conditions:

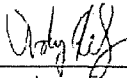
22. Amend so that in the event of nonperformance on behalf of Vendor, Vendor shall be afforded thirty (30) days to remedy any alleged nonperformance prior to the termination becoming effective, or such longer period if Vendor commences a cure within said thirty (30) day period and thereafter diligently continues to attempt to cure. Vendor shall be notified in writing of specific nonperformance. Amend so City shall not contract with other Vendors to perform any work covered by this Agreement. And further it is understood in the event another Vendor services work under this Agreement in any way, all warranties are void.

Instructions for Standard Insurance Certificate:

Amend so Vendor's Certificate of Insurance only contains standard ACORD cancellation language.

A. Delete bullet points 4, 7, 9, &10. 2. Amend so aggregate is not per project.
D & E Delete.

Amend so additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Vendor's acts, actions, omissions, or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, neglects, or bare allegations.



thyssenkrupp Elevator Corporation

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-008

**AUTHORIZING PRO RATA SETTLEMENT OF CLAIM
FOR HYDRANT DAMAGE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) seeks to recover from responsible parties the costs it incurs as a result of tortious damage to its facilities; and

WHEREAS, on or about February 27, 2019 a vehicle operated by Shawn Petrishin and insured by Progressive Advanced Insurance Company damaged a Water Board fire hydrant at 7th and Niagara Streets; and

WHEREAS, the cost to the Water Board to repair the hydrant using a “hydrant kit” (including labor, materials, and a vehicle charge) was \$865.72; and

WHEREAS, the February 27, 2019 incident also resulted in additional property damage to other parties; and

WHEREAS, the available insurance limits under the Progressive insurance policy are \$10,000; and

WHEREAS, the available insurance is insufficient to cover all damages, and the Water Board’s pro rata share of the insurance is \$504.54; and

WHEREAS, Progressive and Mr. Petrishin seek to settle this matter for a payment of \$504.54 in exchange for a general release from the Water Board; and

WHEREAS, General Counsel recommends accepting this settlement because of the cost and uncertainty of litigation to recover the full amount of the Water Board’s damages;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes General Counsel to execute a release in favor of Shawn Petrishin and Progressive Advanced Insurance Company in exchange for a payment of \$504.54 as settlement in full of the Water Board's claim for damages resulting from the February 27, 2019 damage to its fire hydrant at 7th and Niagara Streets.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Not applicable

On December 16, 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 the Board

LN/COV/LIM	COVERAGE	DESC	LIMITS	/	COMMENTS
200102	PD		\$10,000 EACH ACCIDENT NO DEDUCTIBLE		

*

F10=CLMPOLI F11=PRODSEL

PRO-RATA CALCULATION

AMOUNT OF POLICY LIMIT \$10,000.00

TOTAL DAMAGES \$17,158.64

-PD 2 SPARTAN

DEMAND 1 AMOUNT \$16,292.92

DEMAND 1: % OF TOTAL DAMAGES 95.0%

DEMAND 1: PRO-RATA PAYMENT \$9,495.46

-PD 3 NIAGRA FALLS

DEMAND 2 AMOUNT \$865.72

DEMAND 2: % OF TOTAL DAMAGES 5.0%

DEMAND 2: PRO-RATA PAYMENT \$504.54

FULL RELEASE OF ALL PROPERTY DAMAGE CLAIMS

Claim Number: **19-4213184**

KNOW ALL BY THESE PRESENTS, that I (we), **Niagara Falls Water Board**, for and in consideration of the sum of **five hundred four and 54/100 Dollars (\$504.54)**, the receipt and sufficiency of which is hereby acknowledged, does (do) hereby for myself (ourselves), and for my (our) heirs, executors, administrators, successors and assigns and any and all other persons, firms, employers, corporations, associations, or partnerships release, acquit and forever discharge **Progressive Advanced Insurance Company and Shawn Petrishin** any and all other persons, firms, employers, corporations, associates or partnerships who are or might be liable of any and all claims, actions, causes of actions, demands, rights, damages and costs, that pertain to property damage, including rental, resulting from an automobile accident which occurred on or about **February 27, 2019** at or near **Niagara Falls, NY**.

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim as to both questions of liability and as to the nature and extent of the property damages, and that neither this release, nor the payment pursuant thereto, shall be construed as an admission of liability, such being denied.

It is further understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief, and knowledge of the nature, extent, effect, and duration of said property damages and liability, and therefore this release is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

THE UNDERSIGNED HAS (HAVE) READ THE FOREGOING RELEASE AND FULLY UNDERSTAND(S) IT.

Signature Date

Witness Signature Date

Signature Date

Witness Signature Date

On this _____ day of _____, _____, before me personally appeared _____
to me known to be the person(s) who executed the foregoing instrument and acknowledged that _____
_____ executed the same as his/her free act and deed.

My commission expires: _____

Notary Public Signature/Seal

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-009

AUTHORIZING SETTLEMENT OF CLAIM BY HEATHER DOBSON

WHEREAS, on November 15, 2019, Claimant, Heather M. Dobson, filed a Notice of Claim for damage to the rear end of a 2006 Ford Five Hundred sedan owned by Danny R. Dobson resulting from a parking-lot collision with a Water Board truck; and

WHEREAS, the Water Board desires to settle the claim in order to buy its peace and avoid litigation;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay the sum of \$1,230.85 to Heather M. Dobson and Danny R. Dobson as settlement in full of the Notice of Claim filed on November 15, 2019, in exchange for a General Release.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FA.1930.0000.0449.599

On December 16, 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 the Board



NIAGARA FALLS WATER BOARD

5815 Buffalo Avenue
Niagara Falls, NY 14304

NIAGARA FALLS
NOV 15 2019
WATER BOARD

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

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: Heather M. Dobson
2. Address of Claimant: _____
Niagara Falls, NY 14304
3. Claimant's telephone number: _____
4. Owner of damaged or lost property: Danny R. Dobson
5. Owner's address: _____
Niagara Falls, NY 14304
6. Owner's telephone number: _____
7. Date of Loss: 11-13-19
8. Time when loss occurred: 9:00 (AM) PM
9. Exact location of loss(i.e. house address, nearest cross street): _____
6802 Buffalo Ave, NF, NY 14304
Seven Eleven Parking lot.

10. Police report number (if any) NF-44877-19

11. Describe how loss occurred: I WAS parked directly in front of the store. The water board truck was parked parallel to Buffalo Ave. (under 7-11 sign). I backed out maybe 15 ft and was now parallel to Buffalo Ave so I could turn onto Buffalo Ave.

The water board truck then backed up about 1 foot and hit the back of my car with his rear bumper.
12. List all items of property damage ascertained to date (attach two original

estimates of repair or replacement and all paid original

receipts): rear end damage to car (see estimates)

pictures emailed to Sean Costello
Also pictures were taken at the scene by
police.

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.

Heedham Delisen
Signature of Claimant

Sworn to before me this Fifteenth
day of November, 20 19

Ryan James Brehmer
Notary Public, Commissioner of Deeds

RYAN JAMES BREHMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6381346
Qualified in Niagara County
My Commission Expires 10-15-2022





**BASIL FORD OF NIAGARA FALLS
COLLISION CENTER**
6980 NIAGARA FALLS BLVD, NIAGARA FALLS, NY
14304
Phone: (716) 693-1400
FAX: (716) 283-9703

Workfile ID: 3c7690a9
PartsShare: 5DyqYj
Federal ID: 47-4126680
License Number: 7120078

Preliminary Estimate

Customer: DOBSON, HEATHER

Job Number:

Written By: CHRIS VAN HISE, IA-1525305

Insured: DOBSON, HEATHER

Type of Loss:

Point of Impact: 06 Rear

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

DOBSON, HEATHER

Inspection Location:

BASIL FORD OF NIAGARA FALLS
COLLISION CENTER

6980 NIAGARA FALLS BLVD

NIAGARA FALLS, NY 14304

Repair Facility

(716) 693-1400 Business

Date Inspected: 11/14/2019

Insurance Company:

VEHICLE

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI BLACK

VIN:	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color: BLACK	Mileage Out:	
State:	Production Date:	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

Console/Storage

Overhead Console

Wood Interior Trim

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Climate Control

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Changer/Stacker

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

California Emissions

Power Trunk/Gate Release

Preliminary Estimate

Customer: DOBSON, HEATHER

Job Number:

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2	R&I	R&I bumper cover				2.1	
3	**	Repl A/M LT Side retainer	5G1Z17D995AA	1	26.67	0.2	
4	*	Rpr Bumper cover w/o sensors				<u>2.0</u>	3.0
5		Add for Clear Coat					1.2
6		TRUNK LID					
7	*	Repl LKQ trunk lid assy +25%	9G1Z5440110A	1	<u>112.50</u>	1.1	2.3
8		Add for Clear Coat					0.9
9	R&I	Weatherstrip				0.4	
open	Repl	Nameplate "SEL"	5F9Z7442528B	1		0.2	
11	Repl	Nameplate "FIVE HUNDRED"	5G1Z5442528A	1	50.88	0.2	
12	Repl	Emblem	CJ5Z9942528H	1	35.20	0.2	
13	R&I	Trunk lid trim				0.3	
14		REAR LAMPS					
15	**	Repl A/M NSF LT Tail lamp assy	6G1Z13405AA	1	71.67	Incl.	
16	#	HAZ WASTE DISPOSAL		1	3.00		
17	#	Repl FLEXABLE PAINT ADDITIVE		1	14.00		
18	#	Subl RENTAL VEHICLE FOR APROX. 3 DAYS		1	120.00		
SUBTOTALS					433.92	6.7	7.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			433.92
Body Labor	6.7 hrs @	\$ 55.00 /hr	368.50
Paint Labor	7.4 hrs @	\$ 55.00 /hr	407.00
Paint Supplies	7.4 hrs @	\$ 30.00 /hr	222.00
Body Supplies	2.0 hrs @	\$ 3.00 /hr	6.00
Subtotal			1,437.42
Sales Tax	\$ 1,437.42 @	8.0000 %	114.99
Grand Total			1,552.41
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,552.41

MyPriceLink Estimate ID / Quote ID:

624313600349052928 / 58393161

Preliminary Estimate

Customer: DOBSON, HEATHER

Job Number:

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI BLACK

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

You are entitled to the return of all replaced parts, except warranty and exchange parts, but you must ask for them in writing before any work is done. If you authorize work by phone, the shop must keep any replaced parts, and make them available when you pick up the vehicle.

THE PREPARATION OF THIS ESTIMATE MAY HAVE BEEN BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THERE ARE WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS. THESE WARRANTIES ARE PROVIDED BY THE MANUFACTURER AND/OR DISTRIBUTOR OF THE PARTS RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

JOCOY'S COLLISION INC.
6410 Packard Rd., Niagara Falls, NY 14304
Phone: (716) 285-9197
FAX: (716) 285-6065

Workfile ID: 8d5de859
PartsShare: 5DBXg5
Federal ID: 16-1038942
State ID: R5320006

Preliminary Estimate

Customer: Dobson, Dan

Written By: Art Jocoy, IA938991

Insured: Dobson, Dan
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 3

Owner:
Dobson, Dan

Inspection Location:
JOCOY'S COLLISION INC.
6410 Packard Rd.
Niagara Falls, NY 14304
Repair Facility
(716) 285-9197 Business
Date Inspected: 11/15/2019

Insurance Company:
NF Water Board

VEHICLE

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

VIN:	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color: Black	Mileage Out:	
State: NY	Production Date:	Condition:	Job #:

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Body Side Moldings
Tinted Glass

Console/Storage
Overhead Console
Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls

Climate Control

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Changer/Stacker

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Power Trunk/Gate Release

Get live updates at www.carwise.com/e/3GZaDF

Preliminary Estimate

Customer: Dobson, Dan

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		TRUNK LID					
2	*	Repl LKQ trunk lid assy +25%	9G1Z5440110A	1	250.00	1.1	2.3
3		Add for Clear Coat					0.9
4		Repl Nameplate "FIVE HUNDRED"	5G1Z5442528A	1	50.88	0.2	
5	#	R&I Trunk Molding				0.2	
6	#	Refn Trunk Molding					
7		R&I Trunk lid trim					0.5
8	*	R&I Nameplate "SEL"				0.3	
9	*	R&I Emblem				0.2	
10		REAR BUMPER				0.2	
11	*	Rpr Bumper cover w/o sensors				1.0	1.6
12		Add for Clear Coat					0.6
13		R&I R&I bumper cover				2.1	
14	#	R&I Trunk Spoiler				1.0	
15	#	Repl Car Cover		1	8.00		
16	#	Subl Hazardous waste removal		1	3.00 T		
17	#	Adhesive Templates		1	28.00		
SUBTOTALS					339.88	6.3	5.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			336.88
Body Labor	6.3 hrs @	\$ 50.00 /hr	315.00
Paint Labor	5.9 hrs @	\$ 50.00 /hr	295.00
Paint Supplies	5.9 hrs @	\$ 31.00 /hr	182.90
Body Supplies	2.3 hrs @	\$ 3.00 /hr	6.90
Miscellaneous			3.00
Subtotal			1,139.68
Sales Tax	\$ 1,139.68 @	8.0000 %	91.17
Grand Total			1,230.85

MyPriceLink Estimate ID / Quote ID:

624613020269551616 / 58441046

Preliminary Estimate

Customer: Dobson, Dan

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

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CARSTAR BABBS CO COLLISION

Workfile ID: e604ad0c
State ID: R7023483

Relax, We'll Take It From Here.
8624 Niagara Falls Blvd., NIAGARA FALLS, NY
14304
Phone: (716) 297-9451
FAX: (716) 297-5401

Preliminary Estimate

Customer: Dobson, Heather

Written By: Ed Page, IA-960122

Insured: Dobson, Heather
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss: 11/11/2019 12:00 AM

Claim #:
Days to Repair: 0

Owner:
Dobson, Heather

Inspection Location:
CARSTAR BABBS CO COLLISION
8624 Niagara Falls Blvd.
NIAGARA FALLS, NY 14304
Repair Facility
(716) 297-9451 Business
Date Inspected: 11/14/2019

Insurance Company:
CUSTOMER PAY

VEHICLE

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

VIN:	Interior Color:	Mileage In: 201,171	Vehicle Out:
License:	Exterior Color: Black	Mileage Out:	
State: NY	Production Date: 4/2006	Condition: Fair	Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors

Body Side Moldings

Tinted Glass

Console/Storage

Overhead Console

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm

Message Center

Steering Wheel Touch Controls

Climate Control

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Changer/Stacker

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)

4 Wheel Disc Brakes

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
California Emissions
Power Trunk/Gate Release

Get live updates at www.carwise.com/e/3GXCse

Preliminary Estimate

Customer: Dobson, Heather

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2	** <>	Repl A/M CAPA Bumper cover w/o sensors	5G1Z17K835AAB	1	317.00	2.6	3.0
3		Add for Clear Coat					1.2
4		Repl RT Molding	5G1Z17C830AAA	1	46.14	Incl.	
5		Repl LT Molding	5G1Z17C830AAB	1	46.43	Incl.	
6		TRUNK LID					
7		Repl Nameplate "FIVE HUNDRED"	5G1Z5442528A	1	50.88	0.2	
8		Repl Emblem	CJ5Z9942528H	1	35.20	0.2	
9	*	R&I Nameplate "SEL"				0.2	
10	**	A/M CLEAN AND RETAPE		1	3.00 T	0.3	
11		Repl Trunk lid	9G1Z5440110A	1	1,680.57	1.5	2.3
12		Overlap Major Non-Adj. Panel					-0.2
13		Add for Clear Coat					0.4
14		Add for Underside(Complete)					1.2
15	#	Repl Cover Car		1	7.50		
16	#	Repl Corroston Protection		1	7.00	0.3	
17							
18	#	OTHER CHARGES					
		E.P.C.		1	3.00		
SUBTOTALS					2,196.72	5.3	7.9

NOTES

Prior Damage Notes:
Left Taillight UPD

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,190.72
Body Labor	5.3 hrs @	\$ 52.00 /hr	275.60
Paint Labor	7.9 hrs @	\$ 52.00 /hr	410.80
Paint Supplies	7.9 hrs @	\$ 30.00 /hr	237.00
Miscellaneous			3.00
Other Charges			3.00
Subtotal			3,120.12
Sales Tax	\$ 3,120.12 @	8.0000 %	249.61
Grand Total			3,369.73
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,369.73

MyPriceLink Estimate ID / Quote ID:

Preliminary Estimate

Customer: Dobson, Heather

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

624320356714291200 /

YOU HAVE THE RIGHT UNDER NEW YORK STATE DEPARTMENT OF MOTOR VEHICLE SECTION 82.5 TO REQUEST THE RETURN OF ANY PART REPLACED DURING VEHICLE REPAIRS. YOU MUST MAKE THIS REQUEST IN WRITING AND SHOULD THERE BE A CORE CHARGE FOR ANY REPLACED PART, YOU MUST PAY THE CORE CHARGE IN ORDER TO RETAIN THAT PART. PARTS REPLACED ON AN EXCHANGE BASIS OR UNDER WARRANTY OF ANY TYPE CANNOT BE RETAINED BY THE CUSTOMER.

NY LAW 28.610 GIVES YOU THE RIGHT TO CHOOSE ANY RENTAL CAR COMPANY AND LOCATION AND PROHIBITS US FROM REQUIRING YOU TO UTILITZE ANY PARTICULAR VENDOR OR LOCATION.

"PURSUANT TO SECTION OF THE INSURANCE LAW, AN INSURANCE COMPANY CANNOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE IN A PARTICULAR PLACE OR REPAIR SHOP. YOU HAVE THE RIGHT TO HAVE YOUR VEHICLE REPAIRED IN THE SHOP OF YOUR CHOICE"

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

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Preliminary Estimate

Customer: Dobson, Heather

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2JD05, CCC Data Date 11/13/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: Dobson, Heather

2006 FORD Five Hundred SEL 4D SED 6-3.0L Gasoline SMPI Black

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 2871 BROADWAY SUITE 500 BUFFALO NY 14227 (716) 894-6262	#FO1100395PP A/M CAPA Bumper cover w/o sensors Quote: 444447481 Expires: 12/30/19	\$ 317.00

Local Codes
NF-44877-19
HLNF45B6GWJ9

AMENDED REPORT

Accident Date Month 11 Day 13 Year 2019		Day of Week Wednesday	Military Time 09:19	No. of Vehicles 2	No. Injured 0	No. Killed 0	Not Investigated at Scene Accident Reconstructed	Left Scene	Police Photos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
VEHICLE 1					VEHICLE 2				
VEHICLE 1 - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) City or Town State Zip Code Date of Birth Sex Unlicensed No. of Occupants Public Property Damaged Name - exactly as printed on registration Se Date of Birth Month Day Year Address (Include Number and Street) City or Town State Zip Code Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code Ticket/Arrest Number(s)				VEHICLE 2 - Driver License ID Number Driver Name - exactly as printed on license Address (Include Number and Street) City or Town State Zip Code Date of Birth Sex Unlicensed No. of Occupants Public Property Damaged Name - exactly as printed on registration Se Date of Birth Month Day Year Address (Include Number and Street) City or Town State Zip Code Plate Number State of Reg. Vehicle Year & Make Vehicle Type Ins. Code Ticket/Arrest Number(s)					
VEHICLE 1 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 15. TRAILER 16. OVERTURNED 17. DEMOLISHED 18. NO DAMAGE 19. OTHER					VEHICLE 2 DAMAGE CODES Box 1 - Point of Impact Box 2 - Most Damage Enter up to three more damage codes Vehicle By: Towed To: VEHICLE DAMAGE CODING: 1-13 SEE DIAGRAM ON RIGHT. 14. UNDERCARRIAGE 15. TRAILER 16. OVERTURNED 17. DEMOLISHED 18. NO DAMAGE 19. OTHER				
Reference Marker Coordinates (if available) Latitude/Northing Longitude/Easting					Place Where Accident Occurred: County Road on which accident occurred at 1) intersecting street or 2) 50 feet miles N E W of BUFFALO AVE (Milepost, Near, or Intersecting Route Number or Street Name)				
Accident Description/Officer's notes ON TODAY'S DATE 11/13/19 WRITER (OFC D. BOOTH) RESPONDED TO THE SEVEN-ELEVEN PARKING LOT LOCATED AT 6802 BUFFALO AVE FOR A COMPLAINT OF A 2 VEHICLE NON INJURY PROPERTY DAMAGING ACCIDENT INVOLVING A CITY VEHICLE. DRIVER 1 BRIAN C. LABELLE STATES AS HE BACKED VEHICLE 1 EAST HE MADE CONTACT WITH VEHICLE 2 WHICH WAS ALSO BACKING. THE CONTACT RESULTED IN MINOR SCRAPES TO THE REAR OF HIS VEHICLE. DRIVER 2 HEATHER M DOBSON STATES AS SHE BACKED HER									
Names of all involved Date of Death Only									
OFFICER'S RANK AND SIGNATURE Print Name in Full BADGE/ID NO. NCIC NO. PRECINCT/POST TROOP/ZONE STATION/BEAT SECTOR REVIEWING OFFICER Date/Time Reviewed									

Local Codes

NF-44877-19

HLNF45B6GWJ9

POLICE ACCIDENT REPORT

MV-104A (6/04)

AMENDED REPORT

Month 11		Day 13		Year 2019		Day of Week Wednesday		Military Time 09:19		No. of Vehicles 2		No. Injured 0		No. Killed 0		Not Investigated at Scene		Left Scene		Police Photos	
VEHICLE												VEHICLE									
VEHICLE - Driver License ID Number												VEHICLE - Driver License ID Number									
Driver Name - exactly as printed on license												Driver Name - exactly as printed on license									
Address (Include Number and Street)												Address (Include Number and Street)									
City or Town												City or Town									
State												State									
Zip Code												Zip Code									
Date of Birth Month Day Year												Date of Birth Month Day Year									
Sex												Sex									
Unlicensed												Unlicensed									
No. of Occupants												No. of Occupants									
Public Property Damaged												Public Property Damaged									
Name - exactly as printed on registration												Name - exactly as printed on registration									
Sex												Sex									
Date of Birth Month Day Year												Date of Birth Month Day Year									
Address (Include Number and Street)												Address (Include Number and Street)									
City or Town												City or Town									
State												State									
Zip Code												Zip Code									
Plate Number												Plate Number									
State of Reg												State of Reg									
Vehicle Year & Make												Vehicle Year & Make									
Vehicle Type												Vehicle Type									
Ins. Code												Ins. Code									
Ticket/Arrest Number(s)												Ticket/Arrest Number(s)									
Violation Section(s)												Violation Section(s)									
VEHICLE DAMAGE CODES												VEHICLE DAMAGE CODES									
Box 1 - Point of Impact												Box 1 - Point of Impact									
Box 2 - Most Damage												Box 2 - Most Damage									
Enter up to three more damage codes												Enter up to three more damage codes									
Vehicle By:												Vehicle By:									
Towed To:												Towed To:									
VEHICLE DAMAGE CODING:												VEHICLE DAMAGE CODING:									
1-13 SEE DIAGRAM ON RIGHT.												1-13 SEE DIAGRAM ON RIGHT.									
14. UNDERCARRIAGE												14. UNDERCARRIAGE									
15. TRAILER												15. TRAILER									
16. OVERTURNED												16. OVERTURNED									
17. DEMOLISHED												17. DEMOLISHED									
18. NO DAMAGE												18. NO DAMAGE									
19. OTHER												19. OTHER									
Reference Marker												Reference Marker									
Coordinates (if available)												Coordinates (if available)									
Latitude/Northing												Latitude/Northing									
Longitude/Easting												Longitude/Easting									
Place Where Accident Occurred:												Place Where Accident Occurred:									
County NIAGARA												County NIAGARA									
Road on which accident occurred												Road on which accident occurred									
at 1) Intersecting street												at 1) Intersecting street									
or 2)												or 2)									
feet miles												feet miles									
N S E W												N S E W									
of												of									
(Milepost, Nearest intersecting Route Number or Street Name)												(Milepost, Nearest intersecting Route Number or Street Name)									
Accident Description/Officer's notes																					
VEHICLE SOUTH SHE MADE CONTACT WITH VEHICLE 1 WHOM WAS ALSO BACKING. THE CONTACT RESULTED IN DAMAGE TO THE REAR BUMPER AND TRUNK AREA OF VEHICLE 2. VEHICLE 1 IS OWNED BY THE NIAGARA FALLS DRIVERS STATED THEY WERE NOT INJURED IN THE INCIDENT AND NEITHER VEHICLE REQUIRED A TOW. ROAD LT, LIEUTENANT D. JONES RESPONDED TO THE SCENE AND ASSISTED WITH THE																					
8 9 10 11 12 13 14 15 16 17 BY TO 18 Names of all involved Date of Death Only																					
A																					
B																					
C																					
D																					
E																					
F																					
Officer's Rank and Signature																					
PATROLMAN																					
Print Name in Full																					
DONALD BOOTH																					
Badge/ID No.																					
17110																					
NCIC No.																					
03102																					
Precinct/Post Troop/Zone																					
AC																					
Station/Beat Sector																					
55																					
Reviewing Officer																					
MUNN, ANGELA																					
Date/Time Reviewed																					
11/13/2019 13:09																					

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
 MV-104A (6/04)

Local Codes
 NF-44877-19
 HLN45B6GWJ9

☐ **AMENDED REPORT**

1		Accident Date Month: 11, Day: 13, Year: 2019		Day of Week Wednesday		Military Time 09:19		No. of Vehicles 2		No. Injured 0		No. Killed 0		Not Investigated at Scene Accident Reconstructed		Left Scene <input type="checkbox"/>		Police Photos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		19
2																				20
VEHICLE										VEHICLE BICYCLIST PEDESTRIAN OTHER PEDESTRIAN										
2										21										
VEHICLE - Driver License ID Number										VEHICLE - Driver License ID Number										
Driver Name - exactly as printed on license										Driver Name - exactly as printed on license										
Address (Include Number and Street)										Address (Include Number and Street)										
City or Town										City or Town										
State										State										
Zip Code										Zip Code										
Date of Birth Month: , Day: , Year:										Date of Birth Month: , Day: , Year:										
Sex:										Sex:										
Unlicensed: <input type="checkbox"/>										Unlicensed: <input type="checkbox"/>										
No. of Occupants:										No. of Occupants:										
Public Property Damaged: <input type="checkbox"/>										Public Property Damaged: <input type="checkbox"/>										
Name - exactly as printed on registration										Name - exactly as printed on registration										
Sex:										Sex:										
Date of Birth Month: , Day: , Year:										Date of Birth Month: , Day: , Year:										
Address (Include Number and Street)										Address (Include Number and Street)										
City or Town										City or Town										
State										State										
Zip Code										Zip Code										
Plate Number										Plate Number										
State of Reg.										State of Reg.										
Vehicle Year & Make										Vehicle Year & Make										
Vehicle Type										Vehicle Type										
Ins. Code										Ins. Code										
Ticket/Arrest Number(s)										Ticket/Arrest Number(s)										
Violation Section(s)										Violation Section(s)										
7										25										
Check if involved vehicle is: more than 95 inches wide; more than 34 feet long; operated with an overweight permit; operated with an overdimension permit.										Check if involved vehicle is: more than 95 inches wide; more than 34 feet long; operated with an overweight permit; operated with an overdimension permit.										
VEHICLE DAMAGE CODES										VEHICLE DAMAGE CODES										
Box 1 - Point of Impact										Box 1 - Point of Impact										
Box 2 - Most Damage										Box 2 - Most Damage										
Enter up to three more damage codes										Enter up to three more damage codes										
Vehicle By:										Vehicle By:										
Towed To:										Towed To:										
VEHICLE DAMAGE CODING:										VEHICLE DAMAGE CODING:										
1-13 SEE DIAGRAM ON RIGHT.										1-13 SEE DIAGRAM ON RIGHT.										
14. UNDERCARRIAGE										17. DEMOLISHED										
15. TRAILER										18. NO DAMAGE										
16. OVERTURNED										19. OTHER										
Reference Marker										Coordinates (if available)										
Latitude/Northing										Longitude/Easting										
Place Where Accident Occurred:										Place Where Accident Occurred:										
County: NIAGARA										County: NIAGARA										
Road on which accident occurred										Road on which accident occurred										
at 1) intersecting street										at 1) intersecting street										
or 2)										or 2)										
feet miles										feet miles										
N S of										N S of										
E W of										E W of										
(Milepost, Nearest intersecting Route Number or Street Name)										(Milepost, Nearest intersecting Route Number or Street Name)										
Accident Description/Officer's notes										Accident Description/Officer's notes										
INVESTIGATION. CID DETECTIVE S. ARNDT RESPONDED AND SECURED PHOTOS PER POLICY.										INVESTIGATION. CID DETECTIVE S. ARNDT RESPONDED AND SECURED PHOTOS PER POLICY.										
8										8										
9										9										
10										10										
11										11										
12										12										
13										13										
14										14										
15										15										
16										16										
17 BY										17 BY										
TO 18										TO 18										
Names of all involved										Names of all involved										
Date of Death Only										Date of Death Only										
A										A										
B										B										
C										C										
D										D										
E										E										
F										F										
OFFICER'S RANK AND SIGNATURE										OFFICER'S RANK AND SIGNATURE										
PATROLMAN										PATROLMAN										
Print Name in Full										Print Name in Full										
DONALD BOOTH										DONALD BOOTH										
Badge/ID No.										Badge/ID No.										
17110										17110										
NCIC No.										NCIC No.										
03102										03102										
Precinct/Post Troop/Zone										Precinct/Post Troop/Zone										
AC										AC										
Station/Beat Sector										Station/Beat Sector										
45										45										
Reviewing Officer										Reviewing Officer										
MUNN, ANGELA										MUNN, ANGELA										
Date/Time Reviewed										Date/Time Reviewed										
11/13/2019										11/13/2019										
13:09										13:09										

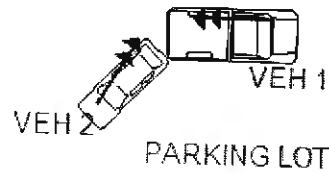
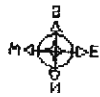
Local Codes
NF-44877-19
HLNF45B6GWJ9

New York State Department of Motor Vehicles
POLICE ACCIDENT REPORT
 MV-104A (6/04)

☐ AMENDED REPORT

Accident Date			Day of Week	Military Time	No. of Vehicles	No. Injured	No. Killed	Not Investigated at Scene	Left Scene	Police Photos
Month	Day	Year	Wednesday	09:19	2	0	0	Accident Reconstructed		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11	13	2019								

DIAGRAM NOT TO SCALE



PARKING LOT

SEVEN-ELEVEN
 6802 BUFFALO

68TH ST

**EXERCISING THIRD YEAR OPTION FOR EFPR GROUP LLP
TO PERFORM ANNUAL EXTERNAL AUDIT
FOR YEAR ENDING DECEMBER 31, 2019**

WHEREAS, the Niagara Falls Water Board requires annual external audit services; and

WHEREAS, early in 2018 the Water Board issued a request for proposals for annual audit services; and

WHEREAS, the Water Board accepted the February 13, 2018 proposal of EFPR Group LLP (“EFPR”), pursuant to which EFPR performed the Water Board’s annual audit for the year ending December 31, 2017; and

WHEREAS, EFPR’s proposal dated February 13, 2018 provided for two option years for EFPR to perform the Water Board’s annual external audits for the years ending December 31, 2018 and December 31, 2019; and

WHEREAS, the Water Board exercised its option to have EFPR perform an external audit for the year ending December 31, 2018, and now desires to exercise its option to have EFPR perform an external audit for the year ending December 31, 2019;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Water Board's Director of Financial Services hereby is authorized to enter into an agreement with EFPR Group LLP to perform annual audit services for the year ending December 31, 2019 at a total cost not to exceed \$20,000.

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:
FGB Budget Line- Audit

On December 16, 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



6390 Main Street, Suite 200
Williamsville, NY 14221

P 716.634.0700
TF 800.546.7556
F 716.634.0764
W EFPRgroup.com

February 13, 2018

Ms. Kendra Walker
Director of Financial Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Dear Ms. Walker:

Enclosed are three copies of our proposal to provide continuing audit and related services to the Niagara Falls Water Board for the year ending December 31, 2017, and two option years ending December 31, 2018 and 2019.

Please call me if you have any questions with regard to this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC

A handwritten signature in black ink, appearing to read 'Doug Zimmerman', written over a horizontal line.

Douglas E. Zimmerman, CPA
Partner
Chief Operating Officer

DEZ:kms

Enclosures

NIAGARA FALLS WATER BOARD
Proposal to Provide Continuing
Audit and Related Services
Year ending December 31, 2017, and
Option years ending December 31, 2018 and 2019



EFPR Group, CPAs, PLLC
Douglas E. Zimmerman, CPA
Partner, Chief Operating Officer
dzimmerman@efprgroup.com

February 13, 2018

February 13, 2018

Ms. Kendra Walker
Director of Financial Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Dear Ms. Walker:

We are pleased to present our proposal to provide continuing audit and related services to the Niagara Falls Water Board (the Board) for the year ending December 31, 2017, and two option years ending December 31, 2018 and 2019. We believe the EFPR Group, CPAs, PLLC is highly qualified to continue to provide professional external audit services to the Board based on the following:

- Our previous experience providing audit and related services to the Board.
- Our substantial experience with regard to providing audit and related services for over 175 governmental organizations annually.
- Our firm's ability to bring a wealth of New York State Public Authority audit experience having audited some of the largest public authorities in New York State, including Empire State Development, New York Thruway Authority, New York State Bridge Authority, and Lower Manhattan Development Corporation.
- Our substantial experience with regard to providing audit and related services for organizations required to have audits which are performed in accordance with Government Auditing Standards. We audit over 400 organizations annually in accordance with Government Auditing Standards.
- Our substantial experience in providing annual financial statement audit and related services to Public Authorities and Public Benefit Corporations, including the following:
 - Niagara Falls Water Board
 - Empire State Development
 - Cayuga Tobacco Asset Securitization Corporation
 - Chemung Tobacco Asset Securitization Corporation
 - City of Glen Cove Industrial Development Agency
 - Harlem Community Development Corporation
 - Hudson River Park Trust
 - Islip Resource Recovery Agency
 - Livingston County Industrial Development Agency
 - Lower Manhattan Development Corporation
 - New York City Tax Lien Trust (4 Trusts)
 - New York Convention Center Development Corporation
 - New York Job Development Authority
 - New York State Bridge Authority

Ms. Kendra Walker
February 13, 2018

- New York State Homeless Housing Assistance Corporation
- Ogdensburg Bridge and Port Authority
- Orleans County Industrial Development Agency
- Roosevelt Island Operating Corporation
- Sales Tax Asset Receivable Corporation
- Wayne County Industrial Development Agency
- Our experience with various State agencies, including the following:
 - New York State Affordable Housing Corporation
 - New York State Assembly
 - New York State Bridge Authority
 - New York State Department of Agriculture and Markets / State Fair
 - New York State Department of Transportation
 - New York State Division of the Budget
 - New York State Energy Research Development Agency
 - New York State Executive Chamber
 - New York State Homeless Housing Assistance Corporation
 - New York State Insurance Fund
 - New York State Office for People With Developmental Disabilities
 - New York State Office of Alcoholism and Substance Abuse Services
 - New York State Office of Children and Family Services
 - New York State Office of General Services
 - New York State Office of the State Comptroller
 - New York State Office of Temporary Disability Assistance
 - New York State Senate
 - New York State Thoroughbred Breeding and Development Fund
 - New York State Unified Court System
 - New York State Urban Development Corporation
- Our ability to provide quality services on a timely basis for reasonable fees

Our depth of experience working with many governmental entities across New York State should provide peace of mind that the Board and Authority would be served by a highly competent team of professionals committed to assist in whatever capacity you require. We understand that for our services to be valuable to the Board and Authority, we need to provide more than just financial reporting. At the EFPR Group, CPAs, PLLC, we take a proactive approach to our client relationships in order to ensure we are anticipating our client's needs before they call on us for assistance. We are available throughout the year to answer questions and address concerns that may arise.

We would consider it a distinct privilege to provide professional services as outlined in this letter or any additional services you desire. Simply put, we want to continue to be your auditors and business consultants. Please contact us if there are any questions regarding this proposal.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA
Partner
Chief Operating Officer

FIRM PHILOSOPHY

The EFPR Group, CPAs, PLLC was founded on the principle of providing our clients with the same high quality level of service expected from a national firm yet with the dedicated involvement that can only be developed by personal attention. The primary mission of our Firm has always been helping our clients succeed. We are committed to delivering services targeted to each client's critical needs and industry niche.

KEY CONSIDERATIONS REGARDING THE EFPR GROUP

Our Firm has achieved its present position in the accounting profession by providing quality services on a timely basis, for reasonable fees. Accounting firms should be evaluated in light of several important conditions:

- The firm's qualifications, experience and its ability to provide auditing, accounting and consulting services for a reasonable fee.
- The firm's ability to assemble and commit a team of professionals experienced in providing audit, accounting and consulting services for governmental organizations, specifically public benefit corporations.
- The firm's involvement of client personnel and active participation and coordination on a year-round basis.
- The firm's commitment to provide services which will contribute to the success of our clients.

In the following paragraphs, we shall demonstrate that the EFPR Group, CPAs, PLLC is the accounting firm best qualified to serve the Niagara Falls Water Board.

INDEPENDENCE

The EFPR Group, CPAs, PLLC is independent of the Niagara Falls Water Board as defined by generally accepted auditing standards and U.S. Government Accountability Office (GAO)'s Government Auditing Standards. Accordingly, no relationship exists between the EFPR Group, CPAs, PLLC and the Board or any of its employees, Board members or with any person or agency that constitutes a conflict of interest with respect to the Board.

FIRM QUALIFICATIONS AND EXPERIENCE

The EFPR Group, CPAs, PLLC provides audit, accounting and consulting services to over 175 governmental organizations on an annual basis. We also serve more than 400 organizations which require an audit performed in accordance with Government Auditing Standards. Our Firm employs 200 professionals with 35 partners and directors. The Firm's Government Audit Practice Group consists of 40 highly trained professionals who provide audit and related services to governmental organizations on a year round basis.

Our Firm has offices located in Williamsville, Rochester, Albany, and Corning, New York. The fieldwork associated with the engagement will be performed at the Board's office located in Niagara Falls, New York by the professionals from the Firm's Government Audit Practice Group. Please see Appendix A for detailed resumes of the Firm's key Government Audit Practice Group members and Appendix B for a partial listing of governmental organizations which are our clients.

Our Firm has substantial experience providing audit, accounting and consulting services to various governmental organizations. We are very familiar with generally accepted Government Auditing Standards (GAGAS), issued by the Comptroller General of the United States. We perform approximately 400 GAGAS audits annually. Our team of professionals from our Government Audit Practice Group is well versed and keeps up-to-date on all standards affecting the government environment.

Our Firm provides audit services to the New York State Urban Development Corporation d/b/a Empire State Development. We perform the annual audit of the general purpose financial statements of the Corporation (a component unit of the State of New York) in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (formerly OMB Circular A-133). The Corporation's goal is to create and retain jobs and to reinvigorate economically distressed areas of the State. The Corporation administers various economic development programs which provides tax incentives designed to attract new businesses to New York State and to enable existing businesses to expand and create more jobs. The Corporation has over 150 subsidiaries which are consolidated for financial reporting purposes. Our firm provides audit and related services to various subsidiaries of Empire State Development. Empire State Development has annual revenues in excess of \$1.8 billion and assets of more than \$17 billion.

Our Firm provides audit services to Ogdensburg Bridge and Port Authority. We perform the annual audit of the financial statements of the Authority in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (formerly OMB Circular A-133).

Our Firm provides audit services to the New York State Bridge Authority. We perform the annual audit of the general purpose financial statements of the Authority (a component unit of the State of New York) in accordance with auditing standards generally accepted in the United States of America and the provisions of Government Auditing Standards, issued by the Comptroller General of the United States.

Our Firm provides audit services to Hudson River Park Trust. We perform the annual financial statement of the Trust in accordance with auditing standards generally accepted in the United States of America, the provisions of Government Auditing Standards, issued by the Comptroller General of the United States, and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (formerly OMB Circular A-133). Hudson River Park Trust is a public benefit corporation created to oversee the planning, construction and operation of the Hudson River Park which is located from Battery Place to 59th Street in New York City. The Trust is responsible for the \$262 million of State and City funds which have been allocated to reconstruct the piers and related infrastructure improvements in the Park.

Our Firm provides audit services to the New York State Office of the State Comptroller. We recently performed the audit of the system of internal controls of the New York State Office of the State Comptroller. Our examination was conducted in accordance with Government Auditing Standards, issued by the Comptroller General of the United States and the standards established by the American Institute of Certified Public Accountants and, accordingly, included obtaining an understanding of internal controls, testing and evaluating the design and operating effectiveness of the internal controls, and performing such other procedures as we considered necessary under the circumstances. The Office of the State Comptroller is responsible for paying New York State's bills and payrolls, verifying all financial transactions of the State, reviewing the financial and management practices of State agencies, supervising the fiscal affairs of local governments, investing State funds and issuing bonds and notes and administering the retirement program for the State and most local government employees.

In addition to our audit of the system of internal controls of the New York State Office of the State Comptroller, our Firm performs audits in accordance with the "New York State Governmental Accountability Audit and Internal Control Act" of the following New York State Agencies and Departments:

- New York State Executive Chamber
- New York State Division of the Budget
- New York State Unified Court System
- New York State Assembly
- New York State Senate

Our Firm has substantial experience in providing annual financial statement audit and related services to Public Authorities. These organizations are different from other governmental organizations; therefore, our previous experience with these organizations is a benefit for your organization. We have experience providing services to the following:

- Niagara Falls Water Board
- Empire State Development
- New York Convention Center Development Corporation
- New York Empowerment Zone Corporation
- New York Job Development Authority
- New York State Bridge Authority
- New York State Fair
- New York State Homeless Housing Assistance Corporation
- Cayuga Tobacco Asset Securitization Corporation
- Chemung Tobacco Asset Securitization Corporation
- Genesee Tobacco Asset Securitization Corporation
- City of Glen Cove Industrial Development Agency
- Glen Cove Community Development Agency
- Harlem Community Development Corporation
- Hudson River Park Trust
- Livingston County Industrial Development Agency
- Islip Resource Recovery Agency
- Lower Manhattan Development Corporation
- New York City Tax Lien Trust (4 Trusts)
- Ogdensburg Bridge and Port Authority
- Ontario County Industrial Development Agency
- Orleans County Industrial Development Agency
- Roosevelt Island Operating Corporation
- Steuben County Industrial Development Agency
- Wayne County Industrial Development Agency

Additional Services Provided to Governmental Clients

Our Firm has assisted our governmental clients in obtaining a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. We are committed to providing the highest quality services and assisting governmental entities in meeting regulatory deadlines.

We have provided consulting services to our clients with regard to implementation of Governmental Accounting Standards Board (GASB) Statement No. 33 - "Accounting and Financial Reporting for Nonexchange Transactions," and GASB Statement No. 34 - "Basic Financial Statements and Management's Discussion and Analysis." We have worked extensively with our government clients in ensuring that they have complied with the reporting requirements of GASB Statement No. 34. Consulting services offered to our clients with regard to implementation of GASB Standards include, but are not limited to, the following:

- Implementation of infrastructure reporting
- Implementation of fixed asset policies and procedures
- Reporting of infrastructure costs and assistance and guidance in preparing the Management Discussion and Analysis (MD&A)

Additionally, we keep our clients abreast of changes in the governmental accounting environment. We are assisting our clients with the implementation of the requirements of GASB Statements No. 68 - "Accounting and Financial reporting for Pensions - an amendment of GASB Statement No. 27" and GASB Statement No. 71 - "Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68." Together these statements require employers participating in a multiple employer pension plan record their proportionate share of the net underfunding/overfunding of the plan. These statements also make provision for the treatment of contributions made between the measurement date of the plan and the reporting date of the entity as deferred outflows of resources.

Experience with Tax-Exempt Debt Financing

Our Firm has experience with regard to providing audit services to governmental organizations which issue substantial debt financing. We provide annual audit services to Empire State Development, New York Local Government Assistance Corporation, and the New York State Thruway Authority, which have a combined total of more than \$35 billion in tax exempt bonds outstanding. The following is a listing of recent bond financing for which our Firm has issued consent or comfort letters:

- Niagara Falls Water Board issued a Water and Sewer System Revenue Refunding Bonds, Series 2016A in the amount of \$20,130,000 on November 22, 2016.
- New York State Thruway Authority issued General Revenue Bonds, Series K in the amount of \$743,865,000 on December 4, 2014.
- New York State Thruway Authority issued General Revenue Bonds, Series J in the amount of \$677,460,000 on March 15, 2013.
- New York State Thruway Authority issued General Revenue Bonds, Series I in the amount of \$1,101,345,000 on June 27, 2012.
- Ulster County Resource Recovery Agency issued Solid Waste System Revenue Refunding Bonds, Series 2012 in the amount of \$9,410,000 on May 25, 2012.
- Ulster County Resource Recovery Agency issued Solid Waste System Revenue Refunding Bonds, Series 2012 in the amount of \$6,435,000 on May 18, 2012.
- New York State Bridge Authority issued General Revenue Bonds, Series 2012 in the amount of \$90,325,000 on April 23, 2012.

Quality Assurance

Peer Review

The EFPR Group, CPAs, PLLC retains an independent accounting firm to conduct a review of its system of quality control every three years in accordance with the rigorous standards of the American Institute of Certified Public Accountants. In May 2017, our Firm successfully completed the most recent peer review of its accounting and auditing practice. The review determined that the Firm complies with the stringent quality control standards set by the American Institute of Certified Public Accountants. Our Firm has received the highest rating possible (pass) with no letter of comments being required in each of its last nine peer reviews. According to the peer review team, less than one percent of the firms in the nation achieve this level of excellence. We believe that this attests to our commitment to quality. Peer reviews, which are performed every three years, are required of all CPA firms and are conducted in accordance with rules issued by the American Institute of Certified Public Accountants. (See Appendix C for a copy of the report issued in connection with our most recent peer review.)

BDO Alliance USA

We are an independent member of the BDO Alliance USA, a nationwide association of independently owned local and regional accounting, consulting and service firms with similar client service goals. By supplementing our services, the BDO Alliance USA allows us to:

- Enhance our client services and broaden our capabilities overall
- Expand our domestic and international coverage
- Gain greater technical knowledge in specialty areas
- Utilize professionals with experience in a wide range of industries
- Access the most up-to-date technical information
- Participate in the latest training programs
- Utilize state-of-the-art, customized computer systems
- Provide our clients with key contacts and sophisticated professionals throughout the U.S.

The BDO Alliance USA brings us the necessary tools to help us better serve our clients with greater flexibility, efficiency and cost effectiveness.

Government Audit Quality Center

We are also a member of the American Institute of Certified Public Accountants Government Audit Quality Control Center (GAQC). The GAQC promotes the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. As members, we have access to the latest developments in accounting, auditing, and the various rules and regulations that affect governmental audits. We also receive periodic updates on current issues through news alerts and Webcasts. We are proud of the quality of our work and in order to ensure that this high level of quality is maintained, we have established a comprehensive quality assurance program. The program starts with hiring the best people available and continues with extensive continuing education, an annual minimum of 40 hours per staff member. Our involvement in the GAQC is optional, but indicates a level of commitment above non-member Certified Public Accounting firms. Our participation requires that our firm and personnel attain additional continuing professional education on an annual basis.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Achieving our present position in the profession has come as a result of being responsive to the needs of our clients. A combination of a coordinated team approach and up-to-date knowledge allows for the most efficient approach to providing comprehensive professional services. Accordingly, we will assemble an engagement team that will include audit personnel with extensive public benefit corporation and governmental audit experience. The key individuals available to be assigned to these engagements and their roles are as follows:

Douglas E. Zimmerman, CPA will serve as the engagement quality control review partner. Doug will provide a secondary review of all deliverables and critical engagement decisions and will be available throughout the engagement to consult and review on any auditing and accounting questions that may arise. He has over 31 years of public accounting experience and currently functions as a partner and Chief Operating Officer in the Firm. He has extensive experience in providing audit, accounting and consulting services for numerous public benefit corporations and governmental organizations. Doug is licensed in New York State as a Certified Public Accountant.

Joseph J. Kehm, CPA, CGMA will serve as the engagement partner in charge of our relationship with the Niagara Falls Water Board. Joe will oversee all services provided and ensure that they are delivered in a timely and efficient manner. He will be responsible for

all matters concerning accounting policy, participate in the planning phases of our engagement, review all working papers and reports prepared, and attend meetings with management and the Board. He has over 37 years of public accounting experience. He currently functions as a partner in the Firm and has extensive experience in providing audit, accounting and consulting services for numerous public benefit corporations and governmental organizations. Joe is licensed in New York State as a Certified Public Accountant.

Thomas E. Smith, CPA will serve as the engagement manager, overseeing the day-to-day performance of the audit. Tom has over six years of public accounting experience. He has extensive experience in providing audit, accounting and consulting services for numerous public benefit corporations and governmental organizations. Tom is licensed in New York State as a Certified Public Accountant.

Cindy O. Chamnichanh, CPA will be a senior accountant assigned to this engagement. She has extensive experience in providing audit, accounting and consulting services for numerous public benefit corporations and governmental organizations. Cindy is licensed in New York State as a Certified Public Accountant.

Staff Accountant: Your account will also be assigned an additional staff accountant from the Firm's Governmental Audit Practice Group, who will work as part of the engagement team in performing your audit.

Continuing Professional Education

With regard to continuing professional education (CPE), each of our staff members is required to complete an annual minimum of 40 hours of CPE programs approved by the American Institute of Certified Public Accountants. Additionally, since we perform audits in accordance with generally accepted Government Auditing Standards (GAGAS) (over 400 each year), our staff members must complete at least 24 of the 80 hours (over a two-year period) of CPE in subjects directly related to the government environment and government auditing. Due to the substantial volume of governmental audits performed, our Firm continually monitors staff CPE compliance with the GAGAS requirements. All of the individuals listed above are in compliance with the CPE requirements.

AUDIT APPROACH

Our audits are made in accordance with auditing standards generally accepted in the United States of America and, accordingly, include such tests of the accounting records and other auditing procedures as we consider necessary and appropriate in order to express an opinion on the financial statements.

Although audits conducted by different firms should all comply with certain professional requirements and thus might appear identical in nature, you should distinguish individual firms by at least two key factors:

1. The extent to which the firm understands or expands its understanding of your organization in advance of the audit and tailors its auditing procedures to the conditions and needs of the Board.
2. The pertinent skills and processes the auditor can bring to bear upon the engagement to ensure an effective and efficient audit.

Financial Statement Audit

Audit examinations performed by our Firm are conducted from a risk-based approach. This approach yields two major benefits:

- Maximization of understanding of the Board's operating environment, and
- Minimization of audit time by starting with broad considerations and narrowing to specific audit objectives in critical areas.

The audit of the financial statements of the Niagara Falls Water Board will consist of the following four phases:

- Planning
- Systems evaluation
- Testing
- Reporting

- Planning is the first step in the audit engagement and provides the foundation for the direction of the audit. This phase of the audit involves meeting with the Audit Committee and management of the Board to clearly identify the lines of communication, perform the risk analysis, discuss the audit scope and concerns and set expectations. While facilitating an understanding between our firm and the Board, we highlight areas, which will receive emphasis during our audit. This type of analytical review process permits identification of critical areas. As a result, appropriate audit procedures are focused therein.
- Systems Evaluation consists of the following steps:
 - A review of internal control systems of the Board;
 - A review of the information technology systems utilized by the Board to prepare its accounting records and monitor compliance with regulatory requirements;
 - An identification of control strengths and weaknesses in management and accounting controls; and
 - The development of a tailored audit program to be responsive to the Board's concerns and reflective of the internal control system.
- Testing is the largest part of the audit process and includes both compliance test of internal controls and regulatory requirements and substantive test of the Board's financial data.

The EFPR Group, CPAs, PLLC uses sampling in selecting items for examination by compliance and/or substantive tests where it is determined to be cost beneficial to sample the population. Our Firm has an Audit and Accounting Manual which contains procedures for the control and evaluation of sampling risk, selection of samples, and evaluation of sample results.

Audit sampling will normally be used to perform the following tests:

- Substantive tests as part of the audit of the Board's basic financial statements;
- Compliance tests to provide reasonable assurance that internal control (accounting and administrative) procedures used are being applied as prescribed; and
- Substantive tests of compliance with laws and regulations as part of the audit of the basic financial statements.

- Reporting is completed at the conclusion of the audit process. This phase will include the preparation of the draft financial statements and management letter. Management of the Board will be provided drafts of all reports. These drafts will be reviewed in detail and any questions or concerns of management will be appropriately addressed. Reports will only be finalized after approval of management and the Audit Committee of the Board.

Our management letter will discuss internal control recommendations and suggestions for procedural improvements we identified as part of the audit. The letter will also include observations about accounting methods and procedures, business and industry practices or issues, operational ideas, and suggestions to further enhance the Board's operations. We will advise you of any new accounting pronouncements that have been or may be issued and indicate their potential impact.

As part of our risk assessment procedures of the Board, we review and document the five components of internal control. A description of the components of internal control is as follows:

- Control environment sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.
- Risk assessment is the entity's identification and analysis of relevant risks to the achievement of its objectives. This forms a basis for determining how the risks should be managed.
- Control activities are the policies and procedures that help to ensure that management's directives are carried out.
- Information and communication are the means to identify, capture, and exchange information in a form and time frame that enable people to carry out their responsibilities.
- Monitoring is the process that assesses the quality of internal control performance over time.

Reporting to the Board

As required by professional standards, we will ensure that the Board of Directors will be informed of the following:

- The Auditors' responsibility under auditing standards generally accepted in the United States of America
- The Auditors' responsibility under Government Auditing Standards
- Significant accounting policies.
- Management judgments and accounting estimates.
- Significant audit adjustments.
- Other information in documents containing audited financial statements.
- Disagreements with management.
- Management consultation with other accountants.
- Major issues discussed with management prior to retention.
- Difficulties encountered in performing the audit.
- Any other matter which may be important to the fair presentation of the Board's financial statements.

VALUE ADDED SERVICES

Public Authorities Reform Act of 2009

For each of our public authority audit clients, we review their policies and procedures for compliance with the Public Authorities Reform Act of 2009 (the Act). One aspect of the Act's requirements is that the agencies submit various reports to the New York State Authorities Budget Office through the Public Authority Reporting Information System (PARIS). For several of our clients, we provide assistance in preparing and submitting the required annual reports within the required deadlines.

Management Consulting Services

Understanding our client's operations and being involved throughout the year provides us with a unique opportunity to make recommendations and provide consulting services relating to operations which contributes to the success of your organization. The types of consulting services provided include, but are not limited to, the following areas:

- Review of leases and other legal agreements and interpretations of such provisions of leases and agreements.
- Ability to provide better internal control recommendations as a result of our extensive internal control audit experience with regard to governmental organizations.
- Budget reviews.
- Exempt bond financing assistance.
- Risk assessment and analysis.
- Computer needs assessments, conversion phase and implementation.
- Internal financial reporting systems.
- Assessment of Employee Benefits alternatives.
- Cash management analysis and budgeting.
- Assistance in implementing a business plan and long-range planning.
- Tax planning, consulting and preparation.
- Acquisition or valuation studies.

IT Consulting & Risk Management

EFPR Group's Information Technology (IT) Consulting division enables our clients to reach their business goals by leveraging IT efficiently and effectively while implementing the proper processes, procedures, controls, security, and technology to ensure data privacy, integrity, and compliance. We help our clients to maximize operational efficiency while enhancing decision making abilities.

In every audit, EFPR Group obtains an understanding of your internal controls relating to information technology sufficient to determine whether they have been effectively placed in operation. In obtaining this understanding, we consider how an entity's use of information technology and manual procedures may affect controls relevant to the audit.

When our IT Consulting division performs IT Audits and Compliance Reviews, we evaluate an organization's information technology infrastructure, policies, and operations. Our IT Audit includes evaluating an organization's systems and processes, data protection, risks to information assets, risk mitigation, and compliance of information management processes. We offer various options for IT Auditing and Engagement services tailored to your industry and your specific needs. Our experienced consulting staff can help you prepare for SOC 1 and SOC 2 Engagements and for Audits such as ISO, NIST, HITRUST, and others.

We perform IT Assessments and Systems Reviews to examine and organization's current use of technology and identify opportunities to improve the effectiveness and efficiency of the organization's operations to enable it to reach its goals. Our assessments are conducted in a three step process:

- Gain an understanding of the current state of the system,
- Identify strengths, weaknesses, opportunities and the risks to the current system,
- Develop a roadmap to strengthen weaknesses, reduce risks and leverage strengths.

EFPR IT Consulting offers a comprehensive approach to Cyber Security that addresses technology, process, and people based on IST, ISO, and other standards. We provide Cyber Security services such as developing and implementing Cyber/Information Security and Cyber Security Incident Response (CSIRT) programs, plans, playbooks, risk and impact assessments and table top test. We assist you with setting up your Security Information and Event Management (SIEM) Program, choosing providers and software, implementing SIEM, creating SIEM training, developing procedures and ensuring that all contracted for services have been implemented.

Fraud Detection and Prevention

Stonebridge Business Partners (SBP), an EFPR Group Company, provides a full suite of business valuation, forensic accounting and litigation support services to an array of business clients across the United States. In addition, they now provide a state-of-the-art confidential, nationwide ethics hotline and on-line portal. Powered by Red Flag Reporting, the SBP ethics hotline and on-line portal system is recognized as the number one method of identifying and reporting unethical or unsafe conditions so you can prevent any threat to your firm's long-term sustainability. The Association of Certified Fraud Examiners recognizes this service as the most effective method of fraud detection and prevention saving clients thousands of dollars in losses and litigation exposure.

The Stonebridge system provides:

- 24-hour-a-day access for employees, strategic partners and suppliers
- An easy to use and completely confidential telephone and on-line reporting system
- The ability to make reports in English and Spanish
- Certified Fraud Examiners to review each report
- Posters and wallet cards to create employee awareness and facilitate quick response
- Quarterly emails to employees and newsletters to management
- A live fraud awareness seminar and pre-recorded issue awareness webinars
- Detained reports to pre-designated members of your organization
- "Reduced Risk" and increased "Peace of Mind"

SCOPE OF SERVICES

The following is an outline of services to be provided to the Niagara Falls Water Board for the year ending December 31, 2017, and two option years ending December 31, 2018 and 2019:

- Audit the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The primary purpose of this audit is the expression of an opinion as to the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
- Issue a report on internal control over financial reporting and a report on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.

- Prepare a letter to management detailing comments and suggestions for improvements in internal controls, general management techniques or changes in accounting principles that come to our attention during the audit. We will review and explain all observations and recommendations so that appropriate changes may be implemented.
- Prepare a report as required by Title Two of the Official Compilation of Codes, Rules and Regulations of the State of New York to ensure compliance with investment guidelines including New York State Office of the Comptroller Investment Guidelines for Public Authorities and Section 2925 (3)(F) of the State of New York Public Authorities Law - Investments of Public Authorities. We will prepare a separate compliance report on investment practices and the Investment Guidelines of the Office of the State Comptroller, as well as any other applicable laws, regulations, or other guidelines.
- Attend a meeting with the Board of Directors at a regularly scheduled meeting to review the results of our audit of the financial statements.
- Maintain contact throughout the year to discuss: (a) changes in accounting which could affect the Board and (b) the progress toward fulfilling current needs and future objectives.

TIMING AND COST

Upon receiving notice of appointment as auditors, we will meet with you and establish a definite time program for the performance of services. The time program will be established in such a way to insure that work is efficient and structured in such a way as to avoid disrupting the day-to-day routine duties of your staff. The following is an estimated timetable related to performance of our services on an annual basis:

<u>Service</u>	<u>Deadline</u>
Complete interim fieldwork	By December 31 st
Commencement of final fieldwork	By February 1 st
Complete final fieldwork	By February 28 th
Issue draft reports	By March 15 th
Issue final reports	Upon approval

Our fee quote is based upon the estimated time we will spend on the engagement and the qualifications of personnel that will be assigned. On the basis of our extensive experience with your organization, we have determined the fees that we will charge for the aforementioned services for the year ending December 31, 2017, and two option years ending December 31, 2018 and 2019 to be as follows:

December 31, 2017	\$ 19,000
December 31, 2018	19,500
December 31, 2019	<u>20,000</u>

These are the ALL-INCLUSIVE FEES to be charged to the Board and include all costs, including report reproduction and similar expenses (travel, phone clerical, postage, etc.).

OTHER SIGNIFICANT INFORMATION

- Experience - Since the EFPR Group, CPAs, PLLC "specializes" in providing audit and related services to governmental organizations, our field staff is experienced in providing such services.
- Technology - All of our field staff are equipped with laptop computers and have access to various software packages and databases (e.g. data extraction software, flowchart software, Microsoft Office, etc.) and other electronic means to ensure that the audit is performed in the most efficient manner.

- Affirmative Action - The EFPR Group, CPAs, PLLC is an equal opportunity employer and as such possesses a firm commitment to affirmative action and to hiring only the best-qualified candidates regardless of gender or ethnic origin. Our Firm does not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- Continuing Education - With regard to continuing professional education, each of our staff members is required to complete an annual minimum of 40 hours of continuing education programs approved by the American Institute of Certified Public Accountants. Additionally, since we perform audits in accordance with Government Auditing Standards (over 400 each year), our staff members must complete at least 24 of the 80 hours (over a two-year period) of continuing education in subjects directly related to the government environment and government auditing.

* * * * *

We would consider it a distinct privilege to provide professional services as outlined in this letter or any additional services you may desire. Please contact us if you have any questions regarding this letter.

A copy of this letter is enclosed; if the terms of this proposal are satisfactory to you please sign the copy and return it to me at your convenience.

ACCEPTED:

EFPR GROUP, CPAs, PLLC

NIAGARA FALLS WATER BOARD

By:



Douglas E. Zimmerman, CPA
Partner
Chief Operating Officer

By: _____

Date: February 13, 2018

Date: _____

**Note: Appendices Omitted
From EFPR Proposal**

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-011

2020 CLARK PATTERSON LEE PROFESSIONAL SERVICES EXTENSION

WHEREAS, the Niagara Falls Water Board is engaged in various ongoing projects requiring engineering and related professional services for which it does not have sufficient internal staff or requires an outside engineering firm; and

WHEREAS, the Water Board previously entered into an agreement with Clark Patterson Lee (“CPL”) to provide consulting engineering and other professional services; and

WHEREAS, the Water Board will continue to need the services provided by CPL in 2020; and

WHEREAS, in December 2018, the Water Board approved CPL’s proposal for 2019 services, which set forth estimated costs for various tasks and proposed a 2019 not-to-exceed fee of \$835,000; and

WHEREAS, approximately \$320,000 of the \$835,000 in funds authorized for 2019 services remains unspent; and

WHEREAS, the Water Board desires to authorize the expenditure of the remainder of the funds authorized in 2019 during 2020 in order to continue funding ongoing work;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, the Executive Director is hereby authorized to enter into an extension of the professional services agreement with Clark Patterson Lee on a time-and-material basis, and the Water Board authorizes the expenditure in 2020 of the portion of the \$835,000 in funds allocated for CPL's 2019 services that has not been consumed.

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 December 16, 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

December 10, 2019

Chairman Dan O'Callaghan
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

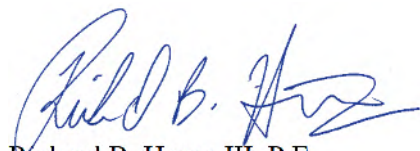
Dear Chairman O'Callaghan:

We have appreciated the opportunity to work with you over this couple of years. As you are aware, we continue to be involved in the planning and development of several projects and initiatives. To date, we have provided you with a not-to-exceed fee for the past two years, with services provided on an as-needed basis. The specific services and proper mix of personnel has been determined based on a request for assistance, and we have provided periodic accounting of the services rendered, and will bill on a monthly basis. There may be periods of time where no assistance by our staff is required. We intend for this next year to be in the same format.

Our current term expires at the end of 2019. We have enough fee left in our budget to spend in 2020; we are not requesting any extra fee at this time. If we expend the fee that we currently have, we will request additional fees at that time. We have approximately \$320,000 remaining on the total of \$835,000 from our 2019 agreement.

Thank you for the opportunity to submit our qualifications. I am deeply proud of our ability to provide you with quality service at a fair rate. This is what we do, and we do it well. If you have any questions or require any additional information, please feel free to contact me via email at rhenry@clarkpatterson.com or by phone at 716.852.2100, extension 1048.

Very truly yours,
Clark Patterson Lee



Richard B. Henry III, P.E.
Senior Vice President

EXTENSION OF BID FOR PICKUP, HAULING, AND DISPOSAL OF ALUMINUM-BASED RESIDUALS FROM WATER TREATMENT PLANT

WHEREAS, the Niagara Falls Water Board (“Water Board”) water treatment plant (“WTP”) has outdoor sludge beds where it mixes non-toxic chemical coagulants into its raw water in order to settle out trace contaminants in the water prior to that water being further treated inside the WTP; and

WHEREAS, from time to time the resulting residuals, commonly known as alum or aluminum sludge, accumulate to the point where they must be removed from the outdoor sludge beds and disposed of; and

WHEREAS, an invitation to bid for project no. 2018004, Pickup, Hauling, and Disposal of Aluminum-Based Residuals for the period from December 12, 2018 to December 14, 2019 was issued on behalf of the Water Board by Clark Patterson Lee engineers; and

WHEREAS, one bid was received from Modern Disposal Services on November 20, 2018, with a total base bid of \$165,824; and

WHEREAS, the actual cost of the service in any given period will depend on the total quantity of materials actually removed; and

WHEREAS, the bid provides for optional one-year renewals, and Modern has advised that it is willing to enter a contract extension through December 15, 2020;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes an extension of the contract with Modern Disposal Services, Inc., for Pickup, Hauling, and Disposal of Aluminum-Based Residuals from the water treatment plant through December 15, 2020.

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 December 16, 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



December 6, 2019

Mr. Jay Meyers, PE
C/O Niagara Falls Water Board
Michael O' Laughlin Water Treatment Plant
5818 Buffalo Ave.
Buffalo, New York 14304

Re: Renewal of Project No. 20180004 Aluminum-Based Residuals

Dear Mr. Meyers;

Modern respectfully requests the extension of our current agreement with the Niagara Falls Water Board for one (1) addition year commencing December 16, 2019 as provided on Page 500-6, Item 11.0 of the contract.

Modern understands that with an extension, the existing prices will prevail for the extension term ending December 15, 2020.

If this request is approved, please send any documents requiring the signature of an authorized representative, to my direct attention.

Thank you and please contact me if there are any questions.

Sincerely,

Joseph M. Hickman
Strategic/ Municipal Sales Manager

Modern Disposal Services, Inc.



MODERN CORPORATION

■ 4746 Model City Road, P.O. Box 209, Model City, NY 14107-0209
■ 716-754-8226 ■ 1-800-662-0012 ■ Fax: 716-754-8964

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-013

COMPENSATION FOR SAFETY SPECIALIST

WHEREAS, the Niagara Falls Water Board has an employment agreement with Gina Senia to serve as its Safety Specialist; and

WHEREAS, this agreement does not provide for cost of living or other annual increases; and

WHEREAS, Ms. Senia performs additional duties beyond those traditionally assigned to the Safety Specialist; and

WHEREAS, Ms. Senia has not received an increase in annual salary since December 2017 and currently is paid an annual salary of \$67,958.80; and

WHEREAS, a 3% increase in Ms. Senia's salary will result in an annual salary of \$69,997.56;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes an increase in the annual salary for Gina Senia, Safety Specialist, to \$69,997.56, effective January 1, 2020, all other terms of the employment agreement to remain unchanged.

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 December 16, 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 # 2019-12-014

EMPLOYMENT CONTRACT WITH BRIAN MAJCHROWICZ

WHEREAS, the Niagara Falls Water Board (“Water Board”) desires to enter into an employment agreement with Brian Majchrowicz for the position of Deputy Director of Financial Services; and

WHEREAS, entering into an employment agreement with Mr. Majchrowicz that contains mutual covenants and fixed and predictable terms 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 Brian Majchrowicz with an effective date of January 1, 2020.

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:

On December 16, 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

Deputy Director of Financial Services

EFFECTIVE DATE:

As of January 1, 2020 (the “Effective Date”).

PARTIES:

This Employment Agreement (this “Agreement”) is made as of the Effective Date by and between Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York (hereinafter referred to as the “Water Board”) and Brian Majchrowicz, [REDACTED] New York 14227 (hereinafter referred to as the “Employee”).

PURPOSE:

The Water Board desires to employ the Employee as Deputy Director of Financial 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 Deputy Director of Financial Services, 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 services on behalf of the Water Board as may be reasonably determined by the Water Board. The Employee shall report to the Director of Financial Services. 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 \$71,250, 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 Deputy Director of Financial Services 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.

Employee shall receive raises consistent with the following schedule during the initial Term of this Agreement:

June 1, 2021: 2%

Should this contract renew for additional one-year terms pursuant to paragraph 4, below, employee will receive further raises as follows:

June 1, 2022: 1.5%

June 1, 2023: 2%

Nothing in this paragraph is a promise or guarantee that this employment contract will be renewed for any additional term.

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 15 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.

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 December 31, 2021 (the “Term”). Upon its expiration on December 31, 2021, this agreement shall automatically renew for a term of one (1) year on the same terms in effect on December 31, 2021, 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 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 ethics rules of the Joint Commission on Public Ethics or any other body which promulgates ethics rules or rules of conduct that are binding on Employee; (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 directive issued by Employee's supervisor or a 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 Deputy Director of Financial 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 Deputy Director of Financial 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 Deputy Director of Financial 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. 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 affect 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

Brian Majchrowicz Date
Employee

Appendix A

DEPUTY DIRECTOR OF FINANCIAL SERVICES-NFWB

DISTINGUISHING FEATURES OF THE CLASS: The incumbent in this position shall assist the Director of Finance in the administration of the accounting, auditing and control, and budgeting functions of the Niagara Falls Water Board. This position calls for the exercise of a high level of authority and discretion. The incumbent reports directly to the Director of Finance and may act for or in place of the Director during his/her absence.

TYPICAL WORK ACTIVITIES:

Provides training, direct supervision and day-to-day conflict resolution to staff of the Financial Services Department's various operating units which consist of: Accountant, Billing Clerk and Secretaries on appropriate policies and procedures as related to the payroll and audit functions;
Establish and interpret policies for the Niagara Falls Water Board and work with other executives in providing high level direction in business decisions aligned with organizational goals;
Oversees the development of instructions for the use of automated accounting systems, resolves related problems and trains employees to use the systems;
Under the direction of the Director of Financial Services, supervises and controls financial activities related to general ledger accounting, grants and contracts, budget control, financial reporting, cash management, accounts payable, accounts receivable, cash receipts and disbursements, payroll accounting, bank reconciliation, and all other financial aspects;
Consults with bank officials, bond counsels and fiscal advisors and recommends short-term investment of funds;
Works with outside auditors;
Facilitates the management of financial operations of the Water Board, including financial systems, preparation of reports, financial analysis, adequate controls, and internal audits over all systems;
Consults with the Director of Financial Services and other Directors to carry out the Water Board's business and finance policies;
Compiles data and financial information;
With the approval of the Director of Financial Services, recommends, defines and implements financial procedures for fiscal operations;
Provides fiscal input and financial guidance in activities such as payroll systems, insurance programs, and purchasing procedures;
Provides forecast of Water Board resources and requirements to aid management, departments and others in making budget and long-range plans;
Can be expected to oversee all accounting functions of the NFWB.

The above examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of fund accounting functions and business administration practices and procedures; working knowledge of applicable state and local laws and regulations; thorough knowledge of accounting principles, methods and budgetary procedures; ability to prepare and analyze a variety of financial reports and records; good knowledge of the use of computers in the application of word processing, spreadsheets and data base management relative to accounting functions; ability to establish and maintain effective working relationships with others; ability to prepare and present complex written and oral reports clearly and concisely honesty and integrity; dependability; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- A) Graduation from a regionally accredited or New York State registered college or university with Master's degree in Accounting, Finance, Business Administration or Public Administration with major coursework in accounting and three (3) years of full-time, paid experience in accounting or financial administration.
- OR**
- B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in Accounting, Finance, Business Administration or Public Administration with major coursework in accounting and five (5) years of full-time, paid experience in accounting or financial administration.

CHANGE ORDER FOR WATER TREATMENT PLANT CAULKING CONTRACT

WHEREAS, the Niagara Falls Water Board (“Water Board”) Water Treatment Plant (“WTP”) requires that certain caulked wall panel, door, window, and other joints be replaced, as the existing caulking is failing due to its age; and

WHEREAS, on behalf of the Water Board, Clark Patterson Lee engineers prepared bid specifications and an invitation to bid for the required caulking work; and

WHEREAS, the Water Board awarded the bid to Raymond E. Kelley, Inc., as the lowest responsible bidder; and

WHEREAS, the bid was let based on unit prices, and the Water Board desires to perform additional caulking work beyond the original amount authorized and to extend the duration of the caulking contract to allow time to complete that work;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to execute a change order for the Water Treatment Plant Caulking Contract with Raymond E. Kelley, Inc., to increase the Water Board funds approved for that project by \$48,698.40 and to extend the duration of that contract through September 30, 2020.

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 December 16, 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



Change Order Form

Owner ☒
Architect ☐
Contractor ☐
Field ☐
Other ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. ATTORNEY CONSULTATION, WITH RESPECT TO ITS COMPLETION OR MODIFICATION, IS ENCOURAGED.

PROJECT: Water Treatment Plant Caulking
(Name & address) 5815 Buffalo Ave
Niagara Falls, NY 14304

CHANGE ORDER NO.: 1

DATE: December 12, 2019

ARCHITECT'S PROJECT NO.: 14143.01

CONTRACTOR: Raymond E. Kelley, Inc.
(Name & address) 33 Main St
Bowmansville, NY 14206

CONTRACT DATE: April 2019

CONTRACT FOR: NFWB

SED PROJECT NO(s): 20180003

SED
PROJ. MANAGER Donald Warda

The Contract is changed as follows:

Additional caulking and left rental to complete the building

Total for this Change Order: \$48,698.40

Not valid unless signed by the Owner, Architect and the Contractor.

The original (☒Contract Sum)(☐Guaranteed Maximum Price) was: \$101,680.00

The net change by previous Change Order(s) is: 0.00

The (☒Contract Sum)(☐Guaranteed Maximum Price) prior to this Change Order was: \$101,680.000

The (☐Contract Sum)(☐Guaranteed Maximum Price) will be (☒increased) (☐decreased) (☐unchanged)
by this Change Order in the amount of: 48,698.40

The new (☒Contract Sum)(☐Guaranteed Maximum Price) including this Change Order will be: \$150,378.40

The Contract Time will be (☒increased) (☐decreased) (☐unchanged) by (number in text form) (270) days:

The date of Substantial Completion as of the date of this Change Order therefore is: 9/30/2020

Architect:

CPL
26 Mississippi Street, Suite 300
Buffalo, NY 14203

Contractor:

Raymond E. Kelley, Inc.
33 Main St
Bowmansville, NY 14206

Owner:

Niagara Falls Water Board
5815 Buffalo Ave.
Niagara Falls, NY 14304

By: 

By: _____

By: _____

Date: _____

Date: _____

Date: _____

26 Mississippi Street
Suite 100
Buffalo, NY 14203
cplteam.com
716.852.2100 TEL
716.852.2120 FAX

NFWB CAULKING WTP-CHANGE ORDER

ITEM	RATE \$/SQFT		GUARD HOUSE	CLEAR WELL	LOW LIFT	MAIN BLDG-SOUTH	MAIN ROOF WALL	TOTAL FT	COST
WINDOW CAULKING	\$7.15		52	23	941	363		1379	\$9,859.85
DOOR CAULKING	\$7.15		19	19	104	56	19	217	\$1,551.55
PRECAST CAULKING	\$9.90		109	171	1541	1869	240	3930	\$38,907.00
LIFT RENTAL	\$1,690.00				1	1		2	\$3,380.00
TOTAL									\$53,698.40

Sean Costello

From: Robert Rowe
Sent: Thursday, December 12, 2019 9:50 AM
To: Jay Meyers
Cc: Pat Fama; Sean Costello
Subject: Fw: Sealant cost projections

Jay,

Here are the figures to finish the entirety of the WTP site buildings wit exterior caulking. As we get closer to the end of this year, it looks like we will likely have approximately \$5,000 left on the original contract as well.

Thanks,
Rob

From: Don Warda <DWarda@REKELLEY.COM>
Sent: Thursday, December 12, 2019 9:03 AM
To: Robert Rowe <rrowe@NFWB.org>
Subject: Sealant cost projections

Rob,
We are currently quantifying work completed in 2019, and have projected that we are very close to having used up the current contract total value of \$ 101,680.

This includes all door, window, louver, lift and contingency funding.

Footage and all associated cost will be given in the AIA month end invoice documents.

Per your request, I have quantified and budgeted the remaining work areas, using the same contract unit pricing, which we can hold for a spring start.

Guard House:

Window caulk: 52 l.f. @ \$ 7.15/lf = \$ 371.80
Door caulk: 19 l.f. @ \$ 7.15 / l.f. = \$ 135.85
Precast caulk: 109 l.f. @ \$ 9.90 / l.f. = \$ 1,079.10
Total cost : \$ 1,586.75

Clear Well:

Louver caulk: 23 l.f. @ \$ 7.15/lf = \$ 164.45
Door caulk: 19 l.f. @ \$ 7.15 / l.f. = \$ 135.85
Precast caulk: 171 l.f. @ \$ 9.90 / l.f. = \$ 1,692.90
Total cost : \$ 1,993.20

Low Lift Building:

Window /louver caulk: 941 l.f. @ \$ 7.15/lf = \$ 6,728.15
Door caulk: 104 l.f. @ \$ 7.15 / l.f. = \$ 743.60
Precast caulk: 1,541 l.f. @ \$ 9.90 / l.f. = \$ 15,255.90
Lift: 1 month @ \$ 1,690 / mnt. = \$ 1,690.00
Total cost : \$ 24,417.65

Completion of Main Building – south and partial east elevations:

Window /louver caulk: 363 l.f. @ \$ 7.15/lf = \$ 2,595.45
Door caulk: 56 l.f. @ \$ 7.15 / l.f. = \$ 400.40
Precast caulk: 1,869 l.f. @ \$ 9.90 / l.f. = \$ 18,503.10
Lift: 1 month @ \$ 1,690 / mnt. = \$ 1,690.00

Total cost : \$ 23,188.95

Main building roof top wall elevations:

Door caulk: 19 l.f. @ \$ 7.15 / l.f. = \$ 135.85
Precast caulk: 240 l.f. @ \$ 9.90 / l.f. = \$ 2,376.00

Total cost : \$ 2,511.85

Overall Total \$ 53,698.40

This would include all remaining exterior precast structures and elevations at the facility.

All the above footages would be re-verified on a month to month basis.

Indicated footages should be very close to actual.

Donald J. Warda, V.P.

Raymond E. Kelley, Inc.

33 Main Street

Bowmansville, N.Y. 14026

Tel: 716-684-3550

Fax: 716-684-3554

Mobile: 716-818-0329

www.rekelley.com

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-016

AUTHORIZING SETTLEMENT OF CLAIM BY RIVERSIDE CONDO. ASSN.

WHEREAS, on or about May 1, 2019, Claimant, Riverside Condo. Assn., by its President, Janet Downs, filed a Notice of Claim for damage to the electrical connection to its building at 8121 Valle Dr. allegedly caused by Water Board work; and

WHEREAS, the Water Board desires to settle the claim in order to buy its peace and avoid litigation;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay the sum of \$1,459 to Riverside Condo. Assn. as settlement in full of the Notice of Claim sworn to on May 1, 2019, in exchange for a General Release.

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 December 16, 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

5815 Buffalo Avenue
Niagara Falls, NY 14304

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

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: RIVERSIDE CONDO ASSOC
2. Address of Claimant: 8121 VALLE DR
NIAGARA FALLS, N.Y. 14304
3. Claimant's telephone number: JANET R. DOWNS - PRES.
4. Owner of damaged or lost property: SAME AS ABOVE
5. Owner's address: SAME
6. Owner's telephone number: SAME
7. Date of Loss: 3-11-19
8. Time when loss occurred: 9:00 AM PM
9. Exact location of loss(i.e. house address, nearest cross street):
8121 VALLE DR. ENTRANCE TO PARKING
LOT - WEST SIDE OF BUILDING

10. Police report number (if any) _____

11. Describe how loss occurred: HEAVY EQUIPMENT
KNOCKED OVER POWER POLE THAT PULLED
DOWN OUR POLE AND TRANSFORMERS ON
OUR PROPERTY. THE FALLING POLE
PULLED OUR ELECTRICAL CONNECTION
FROM THE BUILDING.

12. List all items of property damage ascertained to date (attach two original
estimates of repair or replacement and all paid original
receipts): DOES NOT APPLY.

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.

Janet R. Downs
Signature of Claimant

Sworn to before me this 1

day of May, 20 19

[Signature]
Notary Public/ Commissioner of Deeds

RYAN D NYTZ
Notary Public - State of New York
No. 01NY6340552
Qualified in Erie
My Commission Exp. 04/18/2020

Page 2 of 2

400 INGHAM AVENUE
BUFFALO, NY 14218
716-362-5000
FAX 716-362-5010

Sold
to

RIVERSIDE CONDO ASSOCIATION
8121 VALLE DRIVE
NIAGARA FALLS, NY 14304

Ship
to

RCA - RPR ELECTRICAL SERVICE

<u>Account</u>	<u>P.O. Num</u>	<u>Job Number</u>	<u>Job Name</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
RIVCONDO		1904105	RCA - RPR ELECTRICAL SERVICE	Net 30	3/15/19	1

Provide the necessary labor and materials to cut down quadplex from Nationla Grid pole and remove damaged insulators. Install new insulator and thru-bolt open disconnect switch. Test line side of disconnect once power was restored. Checked rotation on pump motor, troubleshoot and start boiler.

- See attached work order #22132.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	11.00	JOURNEYMAN HRS AT OVERTIME	112.14	1,233.54
2	1.00	MATERIAL	35.12	35.12
3	11.00	SERVICE TRUCK HOURS	7.00	77.00
6	1.00	15% MARK UP ON MATERIAL	5.27	5.27

Subtotal 1,350.93

Tax 108.07

Total \$1,459.00

70707

Page _____ of _____ Pages

Location: NIAHALL FALLS JOB NO. 1904105

☐ THIS JOB IS COMPLETED

☐ THIS JOB IS NOT COMPLETE

MATERIAL USED

Attach Material Receipts

CUSTOMER _____

BY _____

CIR Robert F. Hall

By _____

White - Customer / Yellow - Office Copy / Pink - Job File

NIAGARA FALLS WATER BOARD RESOLUTION # 2019-12-017

**GRANTING THE STATE OF NEW YORK AUTHORITY
TO PERFORM AN ADJUSTMENT OF NIAGARA FALLS WATER BOARD
FACILITIES AND AGREEMENT TO MAINTAIN FACILITIES
ADJUSTED VIA THE STATE-LET CONTRACT,
PROJECT IDENTIFICATION NO. 5813.59**

WHEREAS, the New York State Department of Transportation proposes a construction, reconstruction, or maintenance project named “Highway Rehabilitation Project, NY 265 (Military Rd.) from US 62 (Niagara Falls Blvd.) to NY 182 (Packard Rd.),” in the City of Niagara Falls, Niagara County, Project No. 5813.59

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above-mentioned project adjustments to the Water Board’s facilities that are presently located in the New York State Right-of-Way, specifically adjustment of manhole cover elevations per the contract documents on Water Board sewer lines pursuant to Section 10, Subdivision 24, the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner; and

WHEREAS, the service life of the relocated and/or replaced utilities has not been extended; and

WHEREAS, the State will provide for the reconstruction of the above-mentioned work, as shown on the contract plans relating to the above-mentioned project;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board approves the proposed adjustment of manhole cover elevations and the above mentioned work to be performed on the project and shown on the contract plans relating to the project and that the Niagara Falls Water Board will maintain or cause to be maintained the adjusted facilities performed as above-stated and as shown on the contract plans; and

BE IT FURTHER RESOLVED, that the Water Board’s Director of Technical and Regulatory Services has the authority to sign, with the concurrence of the Board of Directors, any and all documentation that may become necessary as a result of this project as it relates to the Niagara Falls Water Board; and

* CONTINUED ON NEXT PAGE *

BE IT FURTHER RESOLVED, that the Secretary to the Niagara Falls Water Board is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Water Board Personnel Responsible for Implementation of this Resolution:
Director of Technical and Regulatory Services

On December 16, 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 and Certified By:

Daniel T. O'Callaghan, Chairperson

Sean W. Costello, Secretary to the Board

CERTIFICATION

I, Sean W. Costello, duly appointed and qualified as General Counsel and Secretary to the Niagara Falls Water Board, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of the Niagara Falls Water Board, a quorum present on the 16th day of December 2019, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this ____ day of December, 2019.

Sean W. Costello, General Counsel and
Secretary to the Board



Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

FRANK P. CIRILLO, SR/WA
Regional Director

December 09, 2019

Douglas S. Williamson, P.E.
Director of Tech. and Reg. Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

**RE: Highway Rehabilitation Project
NY 265 (Military Rd.) from US 62 (Niagara Falls Blvd.) to
NY 182 (Packard Rd.)
Town of Niagara and City of Niagara Falls, Niagara County
PIN 5813.59**

Dear Mr. Williamson:

Enclosed is an electronic copy of the proposed contract plans for the above-referenced project. The Niagara Falls Water Board has existing facilities within the project limits. The Niagara Falls Water Board's involvement in this project consists of adjustments of manhole cover elevations. The details of the adjustment are shown on the project plans included with this letter.

Also enclosed are four (4) sets of documents which include the Utility Work Agreement (HC-140) and the Coordination Note. Each of the four (4) HC-140 forms must be duly approved by an authorized representative of the Niagara Falls Water Board. **Work included in the State's contract and performed by the State contractor will be done at no expense to the Niagara Falls Water Board.**

This agreement also requires four (4) copies of a Certified Resolution by your governing body as stated in Section VI – References, of the Utility Work Agreement (HC-140). Each copy must be signed and have a seal affixed to it.

Enclosed is a sample of a Certified Resolution granting the State of New York authority to perform the facility adjustments per contract documents, agreeing to maintain facilities, and authorizing a municipal official to enter agreements with the State of New York.

Please return four (4) original sets of the signed Agreements, Coordination Note, and Certified Resolution to Ronald Rolling, Regional Utilities Engineer, 100 Seneca Street, Buffalo, NY 14203 by **January 10, 2019**. One (1) copy of the fully executed agreement will be returned to you for your records.

Any questions regarding work to be done may be directed to Mr. John Quinn, Design Job Manager (DJM), at (716) 847-4677 or via e-mail at John.Quinn@dot.ny.gov. Questions regarding these forms can be directed to Mr. Ronald Rolling, Regional Utilities Engineer, at (716) 847-3954 or via e-mail at Ronald.Rolling@dot.ny.gov.

Douglas S. Williamson, P.E.
Director of Tech. and Reg. Services
5813.59
December 09, 2019
Page 2 of 2

Sincerely,

William P. Zimmerman, P.E.
Engineering Support Unit Manager

By: Ronald W. Rolling
Ronald W. Rolling, P.E.
Regional Utilities Engineer

WPZ/RWR/EJC/kar
Enclosures: Project Plans, Utility Work Agreement (HC-140), Coordination Note, and
Certified Resolution sample

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Project Identification No.: 5813.59	F.A. Project No.:
ROW Declaration No.:	Map Nos.:
Parcel Nos.:	County of: Niagara
Contract No. D26xxxx	

Project Description: Highway Rehabilitation Project
NY 265 (Military Rd.) from US 62 (Niagara Falls Blvd.) to
NY 182 (Packard Rd.)
Town of Niagara and City of Niagara Falls,
Niagara County

Municipality, ILE, Reimbursable

necessitates the adjustment of utility facilities as hereinafter described, the owner, **Niagara Falls Water Board**, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note, "Coordination with the Utility Schedule", and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

Niagara Falls Water Board has existing sanitary sewer lines within highway boundary of NY 265.

presently located on **NY State Right-of-Way** as shown on the plans for the proposed transportation project are to be adjusted as follows: (describe type, size, capacity, location, etc.)

Adjustment of manhole cover elevations.

per contract documents

for an estimated \$ N/A

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

II. Financial Responsibility (check appropriate boxes):

- ☐ The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☒ Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide, at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement if required.)
- ☐ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly, or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)
- ☐ Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)
- ☐ Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.
- ☐ Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.
- ☐ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method (s):

- ☒ Contract let by the Commissioner.
- ☐ Contract let by the Owner. (check applicable statement, i.e., a or b)
 - ☐ a. Best Interests of State.
 - ☐ b. Utility not sufficiently staffed or equipped.
- ☐ By the Owner's forces.

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ There will be no extension of service life, improved capacity, nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

- ☐ There is betterment described as follows:

- ☐ The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of \$ _____ to cover the cost of the betterment as described above.
- ☐ The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
UTILITY WORK AGREEMENT**

VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)

- ☒ Federal Highway Administration's Federal-Aid Policy Guide Part 645.
- ☒ Contract documents: Contract Number _____
PIN 5813.59
Plan Sheets No. _____ Electronic copy of the proposed contract plans
- ☐ Owner's Plan Sheets _____
- ☐ Owner's Estimate Sheets Form No. _____ FIN 223c _____
- ☒ Resolution dated _____, by _____
- ☒ Granting the State of New York authority to perform the adjustment for the owner.
- ☒ Agreeing to maintain facilities adjusted via State-let contract.
- ☐ Authorizing deposit of funds by the owner.
- ☒ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

_____ (Print/Type Name) Owner or Agent	_____ (Signature)	_____ Title	_____ Date
Arvind K. Salgam, P.E. For the NYSDOT Commissioner of Transportation		Statewide Utilities Engineer Title	_____ Date

SPECIAL NOTE**COORDINATION WITH THE UTILITY SCHEDULE**

The contractor must coordinate their schedule of operations with the various utility owners involved with the project and shall verify utility information found in the contract documents. Utility revisions required by the various utility owners in connection with this project include:

Niagara Falls Water Board – Sanitary Sewer**Utility Field Contact:**

Douglas S. Williamson, P.E.
Director of Tech. and Reg. Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304
O: (716) 283-9770 Ext. 229
dwilliamson@nfwb.org

Niagara Falls Water Board has existing sanitary sewer lines within highway boundary of NY 265.

Reimbursable work to be done by the State's contractor:

The project requires adjustment of manhole cover elevations per contract documents.

The work is to be done by the State's contractor and paid by contract items.

The State's contractor must give two (2) full business days' notice to the Niagara Falls Water Board before commencing work on their facilities.

The State's Engineer-In-Charge will provide record plans to the Niagara Falls Water Board.

Additional Notes

1. The Contractor is governed by and must adhere to the provisions of 16 NYCRR Part 753 (Protection of Underground Facilities).
2. The utility adjustment time frame(s), as stated above, have been mutually established by the New York State Department of Transportation (NYSDOT) and the utility owners based upon the recommended sequence of construction. Alterations to the recommended sequence of construction may affect the time schedules for adjusting utility facilities. The contractor should expect that additional time may be required by the utility owner for planning and material procurement.
3. The State's contractor shall verify utility information found in the contract documents. The State's contractor shall notify the State's Engineer-In-Charge of any discrepancies that are found.

4. In addition to the above-itemized facility adjustments, other adjustments may become necessary during the construction phase as a result of more precise location data or other changes that might develop.
5. The Standard Specifications shall apply to all utility facility adjustments.
6. Any additional adjustments shall be performed by the utility owners and/or the State's contractor upon direction by the State's Engineer-In-Charge.
7. Suitable time frames for the additional work shall be coordinated between the State's Engineer-In-Charge, the State's contractor, and the affected utility owners. Such time frames shall not be included within previously established timeframes.

END OF COORDINATION WITH THE UTILITY SCHEDULE