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AGENDA

Meeting of the Niagara Falls Water Board

July 27, 2020 5:00 PM

*****Meeting to be held via conference call pursuant to Executive Order 202.1 and 202.48 – visit NFWB.org for call-in details.*****

1. Attendance and Preliminary Matters

- a. Brown ____ Forster ____ Larkin ____ Leffler ____ Kimble ____
- b. Letters and Communications
- c. Public Comment (Public comments may be submitted in writing to be read by the Secretary and must be received by 12:00 p.m. on July 27, 2020. Comments may be summarized when read. Email comments to scostello@NFWB.org or mail c/o Sean W. Costello, 5815 Buffalo Ave., Niagara Falls, NY 14304)
- d. Approval of Minutes from June 22, 2020 Meeting

2. Executive Director

- a. WWTP Capital Project Status Summaries (CPL)
- b. WWTP Construction Schedule Tracker (CPL)

3. Superintendent

- a. Updated Service Tap Fee Schedule

4. Engineering

5. Personnel Items/Director of Administrative Services

6. Information Technology (IT) Dept.

7. Financial Reports – Director of Financial Services

- a. July 2020 Financial Services Department Update**
- b. Accounts Payable Payment Listing – June 12, 2020**
- c. June 2020 Bank Balance Report**
- a. Budget Performance Report as of June 30, 2020**
 - i. Water**
 - ii. Sewer**

8. Reports

- a. O&M Reports for June 2020**
- b. Safety**

9. General Counsel and Secretary

10. From the Chairperson

11. Resolutions

2020-07-001 – APPROVING DEDUCTION OF SEWER CHARGES FOR WATER USED FOR IRRIGATION – NIAGARA GOLF PARTNERS LLC

- a. NGP Cover Letter and Engineering Report**
- b. NGP Exhibits**
- c. Historical Usage for Proposed Deduct Meter**

2020-07-002 – AWARD BID FOR 10 INCH WATER MAIN REPAIR PROJECT NIAGARA FALLS BOULEVARD AND 56TH STREET

- a. Bid Tabulation and Award Recommendation Letter**

2020-07-003 – WWTP SECURITY CAMERA SYSTEM UPGRADES

- a. Digital Surveillance Solutions Quote No. DSSQ2965**

2020-07-004 – CONTRACT FOR WASTEWATER TREATMENT PLANT PROTECTIVE MEASURES PROJECT GRANT

- a. Master Grant Agreement**

2020-07-005 – 2020 MUNICIPAL COOPERATION AGREEMENT FOR SIDEWALK REPAIR

- a. Draft Municipal Cooperation Agreement**

2020-07-006 – ESRI SOFTWARE LICENSE RENEWAL

- a. ESRI Quotation No. 25970021**

2020-07-007 – HARD FACING SLUDGE AND GRIT SCREWS

- a. Core Welding Quotes for Hard Facing Four Screws**

2020-07-008 – GRANT CONSULTANT AGREEMENT

- a. Staff RFP Evaluation Scores [Note: Scores are preliminary based on staff evaluation of proposals only and do not include results of any interviews or reference reviews]**

2020-07-010 – AWARD BID FOR WASTEWATER TREATMENT PLANT PROTECTIVE MEASURES PROJECT

- a. Bid Tabulation and Award Recommendation**
b. Cost Summary Showing Funding Sources

2020-07-011 – ENGINEERING SERVICES FOR WWTP PROJECT 9: PROCESS PIPING IMPROVEMENTS

- a. CPL Memorandum Regarding Project 9 Engineering Services Proposals**
b. JM Davidson Proposal for Project 9 Engineering Services

12. Unfinished Business

13. New Business & Additional Items for Discussion

14. Executive Session (if needed)

15. Adjournment of Meeting



MINUTES

Meeting of the Niagara Falls Water Board

June 22, 2020 5:00 PM

Meeting held via conference call pursuant to Executive Order 202.1 and 202.38.

1. Attendance and Preliminary Matters

Chairman Brown called the meeting to order at 5:01 p.m.

a. Brown P Forster P Larkin P Leffler P Kimble P

b. Letters and Communications

c. Public Comment (Public comments may be submitted in writing to be read by the Secretary and needed to be received by 12:00 p.m. on May 22, 2020.)

Mr. Costello noted that no public comments were received.

d. Approval of Minutes from May 18, 2020 Meeting

Motion by Mr. Forster and seconded by Ms. Leffler to approve the May 18, 2020 meeting minutes.

Brown Y Forster Y Larkin Y Leffler Y Kimble Y

Motion carried 5-0.

e. Approval of Minutes from May 28, 2020 Special Meeting

Motion by Mr. Forster and seconded by Ms. Larkin to approve the May 28, 2020 special meeting minutes.

Brown Y Forster Y Larkin Y Leffler Y Kimble Y

Motion carried 5-0.

2. Executive Director

Mr. Fama had nothing new for the Board.

Mr. Forster inquired regarding the air conditioning unit that is not functional at the WWTP administration building.

Mr. Fama explains that the air conditioning unit in question is covered under warranty through Trane; they will be on site to evaluate on Tuesday 6/23/2020 at 7:00 a.m.

3. Superintendent

Mr. Wright states that in response to an inquiry at the work session, he will send information regarding billing for hydrant meters to the Board for its review.

Mr. Forster asks if there has been any communication with the Fire Department regarding inspections of locations with private fire hydrants. Mr. Wright does not believe that such inspections will take place this year because of COVID-19.

Mr. Forster inquires about the status of the Bollier Ave. water main replacement, and Mr. Wright states he is waiting on the contractor to begin work; meeting with City Engineering this week. Ms. Larkin states that the Board was told the contractor would start when the Water Board was ready, and it is unacceptable that they now are too busy to get started. Mr. Forster asks Mr. Costello if he is familiar with the verbiage of the Bollier Ave. contract.

Mr. Costello states that it is his understanding that the work was delayed by the Water Board in order to avoid Niagara Falls residents being without water in that area during the Governor's stay-at-home order. Mr. Costello states the NFWB directed the contractor not to proceed and that this would extend the contractor's time for performance; he will further investigate the contractual time for completion and provisions for liquidated damages in the event the project is not completed on time.

Ms. Leffler asks Mr. Wright the last time that the private fire hydrants were inspected. Mr. Wright states that this is the owner's responsibility; a letter has been sent out to all private fire hydrant owners, requesting when the last inspection occurred.

4. Engineering

Mr. Williamson explained that the Sanitary Sewer System Management Plan and related grant applications were discussed in a meeting with the DEC held on 6/18/2020. Resolution 2020-06-004 is for an Arcadis engineering study on the best way to proceed with that Plan, and the study is intended to be used to support the grant applications. Mr. Costello understands that at the 6/18/2020 meeting DEC staff told

the Water Board that the WQIP grant application deadline will be pushed back from the typical July deadline because of COVID-19. As a result, it would be advisable to table Resolution 2020-06-007, related to WQIP grant projects, until the Arcadis engineering report is completed. The extended grant application deadline will allow time for the Arcadis report's use to refine the projects for the WQIP grant application.

5. Personnel Items/Director of Administrative Services

a. Personnel Actions for June 22, 2020

Mr. Perry states he has nothing new to report at this time.

6. Information Technology (IT) Dept.

Mr. Fama states he has nothing new to report at this time.

7. Financial Reports – Director of Financial Services

a. Final 2019 Audit Reports

- i. Audit Summary**
- ii. Report to Board**
- iii. Management Letter**
- iv. Financial Statements, Supplementary Information, and Auditors' Report**
- v. Investment Report**

Mr. Joe Kehm (engagement partner) and Mr. Tom Smith (engagement director) from EFPR Group, LLP, discussed the NFWB's audited financials. They reviewed the various documents comprising the audit and investment reports.

Mr. Kehm explained that the audit was performed under applicable standards and EFPR issued an unmodified or unqualified opinion, which means it was a "clean" opinion that the financial statements present fairly and in accordance with generally accepted accounting principles. There also was a "clean" opinion on the investment report. There were no findings relative to internal controls or compliance matters that need to be brought to the Board's attention, though in performing the audit they do not render an opinion on internal controls or on compliance. Their review of these is to design an audit approach that allows them to render an opinion on the financial statements.

Mr. Kehm explained that management's discussion and analysis allows management to offer appropriate comments on the audit. Here it allows a comparison between the present and prior year, and the audit shows a \$207,000 net loss for the year. This is an

increase in negative net position driven by long-term liabilities for other post-employment benefits, such as post-retirement health insurance and NYS Pension System liability. The largest liability other than bonds is for future healthcare and other post-employment benefit costs which are based upon an actuarial calculation.

Mr. Kehm summarized other audit findings. Year-over-year operating revenues increased about \$119,000 principally due to grant dollars. Operating expenses increased about \$747,000. After investment income is factored in, there is a \$207,000 deficit. Total assets went from about \$184 million to about \$183 million year-over-year. Footnotes explain items including significant accounting policies and provide definitions.

For findings, Mr. Kehm noted that last year the PARIS filing was late. They usually are due by March 31. Last year's PARIS report now has been filed and there is an extension for this year's report.

Chairman Brown noted that he is a CPA and does quite a few government audits. He noted that he would ask questions designed to help the Board understand the financials. He has Mr. Brown confirm that EFPR serves the Board of Directors but works with management. He questioned Mr. Kehm if the audit revealed any risks, such as issues with journal entry approvals, and for details on how the audit came together.

Mr. Kehm stated that as part of the audit they evaluate the skills, knowledge, and experience of management and their ability to understand their responsibility for the financial statements. EFPR concluded that management has adequate skills, knowledge, and experience to accept the financial statements. EFPR prepared the financial statements with the exception of the management discussion, and then met with Ms. Walker and Mr. Majchrowicz and reviewed the statements and made "tweaks" as appropriate. EFPR did reach out and made standard inquiries to certain Board members about things the auditors should be concerned about. In this case, they reached out to Ms. Kimble and to Mr. Murgia for the Authority. The financials were not reviewed by the Finance or Governance chairs prior to issuance of the draft reports. There were not further governance communications before or during the audit because these are set forth in EFPR's engagement letter. The management representation letter in this case was signed by Ms. Walker and Mr. Fama.

Mr. Brown noted that personnel make up about 44% of expenses and asked what kind of payroll testing was performed. EFPR drew a sample of employees and compared those with the collective bargaining agreement and payroll and verified that everything lined up properly, in terms of employees existing and being paid properly. The controls lined up with the auditors' expectations.

Mr. Brown asked about the utilization of the time clock at the Water Board. The auditors had not heard about the time clock. Mr. Perry stated that there is a time clock

and employees punch in and out, and payroll hours paid are compared with the hours clocked in and out.

Mr. Brown had requested and received audit adjusting entries for the last three years. He noted that some are significant and asked how that could not result in a significant deficiency or material weakness. Mr. Kehm noted that most were client entered, and one was truing up as a result of GASBY-68. When they evaluate journal entries, they are not troubled by occasional cleanup entries versus systemic issues. Auditors exercise professional judgment regarding the significance of such adjustments.

Mr. Brown asked if the Water Board would have met the deadline for PARIS report filing if it had not been extended. Mr. Kehm stated the PARIS filing would have been late if there was not an extension, though the situation this year was unusual, and they started their field work in February or early March. The extension for PARIS report filing was granted by Executive Order around March 26. The reports normally are due March 31, and the financials are dated in May.

Mr. Brown asked if there are any major issues with accounts receivable, and Mr. Smith noted the transfer to taxes lowers the risk with delinquencies.

Mr. Brown asked if the accountants were aware of inventory at the water or wastewater plant. He noted the Board is looking at hiring an inventory control position. Mr. Kehm had not heard of this inventory.

Mr. Brown noted there are repeat comments regarding a recommendation for monthly rather than yearly plant fund general ledger closings and development of a disaster recovery plan. Ms. Walker stated that the disaster recovery plan has been corrected through insurance obtained with the Water Board's new broker. For the plant fund general ledger, they are working on getting it reconciled on a monthly basis.

Mr. Brown noted that the Board has trouble obtaining certain financial reports and asked if the auditors were aware of problems with the New World Accounting Software that the Board has been told does not support the reporting functions. Mr. Smith noted that they did not have trouble with the New World reports they received and were not aware of problems with the software. Ms. Walker suggested that Mr. Brown speak with Joe Morock regarding the problems he deals with in connection with the New World system.

Mr. Brown asked if excess funds in the debt service reserve fund can be used for operational needs. Ms. Walker states that she has been working with the Trustee and bond consultant Rick Ganci and they currently are of the opinion that the excess funds should be used only for refunding of debts. Mr. Kehm agreed that this generally would be how such excess restricted funds could be used.

Mr. Brown asked if excess funds restricted for operations and maintenance could be used to defray operational expenses and Mr. Smith agreed that these excess funds could be.

Mr. Brown asked about consultation with legal counsel regarding risks and exposure. Mr. Smith stated they obtained letters from Mr. Costello, Rupp Baase, and Personius Melber.

Broadly, Mr. Kehm noted that expenses will increase every year because of contractual obligations, and that the cash position would have shown a reduction in cash flow from operations if not aided by grants. That said, there are sufficient funds to cover near-term obligations.

On conclusion of the discussion of the audit, Ms. Walker discussed the contents of the standard monthly financial reports. She also noted that the draft capital improvement plan needs further review by employees.

8. Reports

- a. Questions Regarding O&M Reports**
- b. Safety**

Ms. Senia states she is planning re-training in connection with a notice of violation received relative to excavation practices. This will be conducted early in July, and the notice of violation has been posted as required.

Mr. Forster questions the status of security cameras.

Mr. Senia states that she has proposals from Buffalo Alarm from November and December 2019. She would like to piggyback on the contract used to install cameras at the WTP, but a supporting document still is needed to put a proposal in front of the Board.

Mr. Forster states after reviewing O&M reports from October 2019, the reports state work is being performed on the cameras, yet, nothing has been presented to the board.

Mr. Forster questions how many cameras are currently operable. Ms. Senia states no cameras at the WWTP are operating. The housing on the camera at the Gorge Pumping Station has also been damaged; unable to view how the vandalism occurred. Several cameras were taken down and not put back up, and the data plan for many of the cameras expired in March 2020. WCCTV had been requesting that the Water Board renew their contract, but the data plan is expensive.

Ms. Senia states she has been working with Mr. Morock from IT and cannot answer why a proposal was not presented to the board members. Ms. Senia states she believes IT presented alternative plans for camera installations.

Mr. Forster states that the NFWB is putting a lot of money into the Gorge Pumping Station and the cameras were placed in those locations in order to be able to view any potential vandalism that may occur.

Mr. Brown questions Mr. Fama regarding the status of the matter and whether there is a sense of urgency. Mr. Fama states the NFWB had a contract in regard to the cameras and the cameras had issues. Mr. Morock was in contact with the vendor. The cameras would be taken down, sent back for repair, and returned to us with continued issues. Whenever the cameras were used it charged the data plan. Mr. Morock communicated to him that the cameras were not functional because they kept breaking and he started to investigate alternative options.

Mr. Forster states that in accordance with the Homeland Security Act, the NFWB must maintain a visual on both the WTP and WWTP. Mr. Forster states he is unsure as to why process seem to take a lengthy amount of time at the NFWB.

Mr. Fama states he will meet with IT tomorrow morning and request that they prepare a presentation for the board members for the July 2020 meeting to discuss eliminating the current system and to change over to the Buffalo Alarm system at the WTP.

Ms. Larkin questions why the NFWB continues to pay a vendor for cameras that are not working. Ms. Larkin would like the NFWB staff to explore some alternative cost-saving options, such as GoPro cameras.

Ms. Senia states that the Water Board has not been paying WCCTV since January, and the service continued through March.

Ms. Larkin seeks advice from Mr. Costello regarding potential refunds for the periods when the cameras were inoperable.

Mr. Costello's understating is that the Board paid a substantial sum for the initial purchase of the cameras, which included a warranty. Since then, it has been paying for a monthly maintenance and data plan, and the company has been providing maintenance and data, and repaired the cameras under the warranty. The company has been providing these services so it cannot be said that the Water Board has been without the benefit of its bargain. The Water Board incurs overage charges when it exceeds the data plan it purchased.

Ms. Larkin requests an alternative vendor as soon as possible. Ms. Senia states she would like to move forward with Buffalo Alarm if the Water Board can piggyback on the contract from when the cameras were installed at the WTP, but would also like Mr. Morock to present his ideas as well. Ms. Leffler asked for clarification that the

cameras at the WTP are working, and Ms. Senia advised that the Buffalo Alarm system is working.

Ms. Larkin would like clarification on who is ultimately responsible for the cameras at the NFWB WWTP. Ms. Senia did not want to state that it was her because there is not clarity of expectations. When Mr. Drury was there, he handled the system and security. When he left, Ms. Senia was told she was taking over security, but it principally was scheduling of security guards. Ms. Larkin asked if IT has responsibility for the cameras. Ms. Senia states that IT had responsibility for the cameras and dealt directly with WCCTV and that she was unable to view the cameras, but that she would step in to take responsibility. Ms. Senia states that the expectations and roles need to be defined with respect to the cameras.

Mr. Forster seeks clarification regarding whether the stipend that Ms. Senia received was just for security or also the cameras. Ms. Senia states the stipend was removed and it was her understanding the stipend was initially granted for scheduling security guards. Mr. Forster states a raise was given to Ms. Senia once the stipend ended.

Mr. Brown questions if Ms. Senia is not responsible for the cameras, what other staff member at the NFWB would be in charge?

Mr. Fama states that it is his understanding that the functionality of the cameras falls under the umbrella of IT. Mr. Fama states that the camera contract was put into place prior to his appointment and he is unsure of the verbiage of the current contract. Mr. Fama states that Mr. Morock has direct contact with WCCTV, and he also has direct contact with Ms. Senia in regard to the cameras.

Mr. Forster states that Ms. Senia has been reporting on the cameras for months under her portion of the O&M report. Mr. Forster is confused as to why it is now being communicated that IT oversees the cameras. Ms. Senia states she was doing that in collaboration with IT, and IT also reported on cameras in the O&M report.

Ms. Kimble asks Mr. Costello to review the current contract with WCCTV to see if the NFWB is eligible for a potential refund due to the lack of functionality with the current cameras.

Mr. Brown states he is still confused on where the responsibility lies in regard to the oversight of the cameras. Ms. Senia states she will step-up in regard to the oversight of the cameras. If possible, she will present something to the Board prior to its next meeting.

Mr. Brown questions Mr. Costello regarding what can be done prior to the next meeting. Mr. Costello states that Mr. Fama can approve up to \$10,000. Anything exceeding that dollar amount would require a meeting for board approval. Mr. Costello states he will need to ensure that the proposal that is brought before the

Board meetings the requirements for piggybacking under the General Municipal Law or is less than the amount where we would need to seek competitive sealed bids.

9. General Counsel and Secretary

Mr. Costello has nothing further that needs to be discussed at this time.

10. From the Chairperson

Mr. Brown states he has been asked about receipts when people pay their bills. What is the procedure?

Ms. Leffler states that Bank on Buffalo was refusing to disperse receipts for payments made there during the pandemic. Ms. Kimble notes that she relies upon her cancelled check when she pays.

Ms. Walker states there is an issue with account access for customers who pay their bill using the e-check option on Bank on Buffalo's website and the issue lies with technical issues with their third-party vendor. She has been dealing with Bank on Buffalo regarding this issue. Ms. Walker states that the NFWB was Bank on Buffalo's third-party vendor's first client that attempted to set up online payment options and she is not happy with that third-party vendor.

Returning to the original question regarding receipts, City Hall normally issues receipts when it accepts a payment but is not currently open. For other payment options, information regarding prior payments is noted on the next bill but there is not a receipt.

Ms. Larkin states she was under the impression that the online payment issue with Bank on Buffalo was supposed to be resolved in August 2019. Online payment is possible through Bank on Buffalo, but only through checking accounts. Ms. Leffler states per her earlier discussion with Mr. Walker, it was her recommendation to draft a request for proposals seeking an alternative banking option for the NFWB. Ms. Kimble and Ms. Larkin agree, and Ms. Walker agreed to prepare an RFP. Mr. Forster and Mr. Brown discussed bringing Bank on Buffalo in for a Board meeting, but Ms. Larkin says the issue has been discussed previously and the Board has had Bank on Buffalo for two years now. Mr. Brown does not have a problem with the RFP. Ms. Walker will connect with Ms. Leffler and Mr. Costello and will prepare an RFP for the Board's next meeting.

Mr. Brown noted he previously received a call from a vendor regarding a payment that was not received for more than 90 days and has heard of other problems with getting payments to vendors. He questions why this delay occurs. Ms. Walker explains that there is a process in place for submission of capital requisitions. She notes that

vendors sometimes do not follow the submission process, including the required cover sheet, and sometimes staff do not turn in the invoices to the Finance Department promptly. The vast majority of invoices are submitted and paid in a timely manner following completion of the work.

Mr. Brown noted he has discussed with Ms. Larkin the distribution of certain duties with respect to hiring personnel and other duties. She would like to discuss portions of this in executive session and noted that this relates in part to different specific personnel and may relate to collective bargaining. Mr. Costello noted that while personnel as a general concept is not appropriate for executive session, discussion of hiring specific persons and matters related to collective bargaining negotiations are. The Board can discuss issues appropriate for executive session during executive session and address any items that fall outside the appropriate scope after returning from executive session.

11. Resolutions

2020-06-001 – APPROVING AND ACCEPTING INDEPENDENT AUDIT AND INVESTMENT REPORTS

a. Supporting Documents: See Finance Reports at a(ii) through a(v).

Note: Renumbered; same as Tabled Resolution 2020-05-022.

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

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

2020-06-002 – GOVERNANCE COMMITTEE MEMBERSHIP AND MEETINGS

Note: Renumbered; same as Tabled Resolution 2020-05-005.

Mr. Costello explained that this committee is required under the Public Authorities Law and at the time of the Annual Meeting the Board had not identified a chairperson.

Motion by Ms. Kimble and seconded by Ms. Leffler to approve the resolution with Colleen Larkin named as chairperson.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

2020-06-003 – AUTHORIZING PURCHASE OF DUMP TRUCK, DECLARING AS SURPLUS AND AUTHORIZING DISPOSAL THROUGH TRADE IN OF TWO DUMP TRUCKS, AND AUTHORIZING FINANCING FOR NET PURCHASE PRICE

- a. Hunter Dump Truck Quote Package
- b. Financing Rate Sheet

Motion by Mr. Forster and seconded by Ms. Leffler to approve.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

2020-06-004 – AUTHORIZING AGREEMENT WITH ARCADIS FOR PREPARATION OF ENGINEERING REPORT AND TECHNICAL ASSISTANCE FOR WQIP GRANT PROGRAM SUBMISSION

- a. Arcadis WQIP Engineering Report Proposal, June 4, 2020

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

Brown __Y__ Forster __N__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 4-1.

2020-06-005 – INSTALLATION OF ELECTRICAL SERVICE FOR TEMPORARY CONSTRUCTION TRAILERS

- a. Ferguson Quote, May 11, 2020, No. PD21077

Mr. Forster stated he was under the impression that there would not be a cost to complete this work. Mr. Williamson explained that DEC determined this work was not grant reimbursable. Mr. Forster asked why the proposal did not go out to RFP and Mr. Costello explained that the work and pricing is based on the IDIQ electrical contract, which was competitively bid. The proposal is time and material. The work could be bid separately. Mr. Forster and Ms. Larkin would like to make sure the Board is getting a competitive price and think it should have gone to RFP. Ms. Leffler does not want to hold up the work but is open to an RFP. Mr. Costello noted that it would be a sealed bid, not an RFP.

Motion by Mr. Forster and seconded by Ms. Larkin to table the resolution and seek a competitive bid for the work.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion to table and to seek a sealed bid for the work carried 5-0.

2020-06-006 – UPDATED POLICY FOR AGENDAS, RESOLUTIONS, AND ASSOCIATED SUPPORTING MATERIALS

The main change is to move the deadline for agendas to Wednesday at noon.

Motion by Mr. Forster and seconded by Ms. Leffler to approve.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

2020-06-007 – NYS WATER QUALITY IMPROVEMENT PROJECT GRANT APPLICATION FOR LASALLE SEWER REHABILITATION PROJECT

Motion by Mr. Forster and seconded by Ms. Larkin to table.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion to table carried 5-0.

2020-06-008 – ENGINEERING PLANNING GRANT APPLICATION AND SEQR REVIEW FOR LASALLE SEWER REHABILITATION PROJECT

Motion by Mr. Forster and seconded by Ms. Larkin to approve.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

2020-06-009 – AUTHORIZING PROJECT 10, PHASE 2, SCADA DESIGN, DEVELOPMENT, AND PROGRAMMING WORK AT WASTEWATER TREATMENT PLANT

a. Kaman Proposal, June 15, 2020, No. 200740-1

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

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

12. Unfinished Business

Mr. Forster questions Mr. Fama regarding an email that was sent to him on 5/20/2020 requesting a list of employees who had been directed to work from home during the

pandemic and the chargeable hours that each employee worked from home during the pandemic, including half days. The request includes executive staff. Mr. Fama stated that he had all of the information compiled except for the information for the IT staff. Mr. Forster requested that Mr. Fama send the information to all Board members when compiled.

13. New Business & Additional Items for Discussion

Mr. Forster asks that the Board members and Ms. Walker give some thought to changing our billing system from billing on a quarterly basis to monthly billing. Mr. Forster would like this to be exploded for a few reasons, one reason being it is an opportunity for the NFWB to obtain funds on a monthly basis as opposed to a quarterly basis. More importantly, given the poverty level as well as the unemployment level in the City of Niagara Falls, many people have great difficulties paying their bills in a timely fashion and it would be easier for people to budget for a monthly payment rather than quarterly. Mr. Forster understands the additional costs in regard to postage, but we would be able to recoup our funds much quicker. Moreover, it would help people and the Water Board because it would be possible to address high consumption faster. He would like an analysis of the pros and cons of monthly billing.

Ms. Larkin agrees with Mr. Forster and also requests a way to bill our rate payers with a “balance billing system” like used by the gas company, as some people may experience higher bills seasonally.

Mr. Brown agrees with Mr. Forster and states he has his support for this initiative.

Ms. Walker states that this matter was looked into in the past, but she will need to do some research regarding these past discussions. She will report back on the information she is able to find.

14. Executive Session (if needed)

Motion by Ms. Leffler and seconded by Ms. Larkin to enter into Executive Session at 7:32 p.m. to discuss the hiring of particular persons and matters related to collective bargaining negotiations.

The Board members unanimously approved the motion via voice vote.

Motion by Ms. Larkin and seconded by Ms. Leffler to exit executive session and to enter back into the open meeting at 8:27 p.m.

The Board members unanimously approved the motion via voice vote.

Motion by Ms. Larkin and seconded by Mr. Forster to draft a request for proposal for an HR consultant to assist the board with organizational culture and upcoming hiring decisions.

Brown __Y__ Forster __Y__ Larkin __Y__ Leffler __Y__ Kimble __Y__

Motion carried 5-0.

15. Adjournment of Meeting

Motion by Mr. Forster and seconded by Ms. Leffler to adjourn at 8:29 p.m.

The Board members unanimously approved the motion via voice vote.



Niagara Falls Water Board (NFWB) Overall Capital Project Budget Summary (Phase 1 Overall Budget = \$27M)

Last Updated: 7/13/2020

Proposal currently under review, but not approved	
Preliminary Construction Cost per Engineers Estimate	

Project	Scope of Work	Original Budget	Scope/Vendor	Estimated Task	% of Total Project Budget	Recent Work Update
1	Sedimentation Basin Upgrades	\$10,390,000	Design and Bid /AECOM - Approved	\$409,000	4%	Project is currently out to bid. A pre-construction meeting will be conducted in the next week and the Bid opening is scheduled for September 4, 2020. Anticipating approval at September Board meeting.
			CA/CI (Per Proposal - Not Currently Approved)	\$504,000	5%	
			Const. (Per Engineers 90% Estimate with 5% contingency)	\$9,386,500	90%	
			Project Total	\$10,299,500	99%	
			Remaining Budget	\$90,500	1%	
2	GPS	\$3,800,000	Design/GHD - Approved	\$198,230	5%	Proceeding into construction currently. Conducted a pre-construction conference call on 7/9/20. Contractor will be providing proposed project schedule in the next few weeks.
			CA/CI/GHD - Approved	\$216,700	6%	
			GEN-STC - Per Bid - Approved	\$3,215,000	85%	
			ELEC-CIR - Per Bid - Approved	\$418,300	11%	
			HVAC-Danforth - Per Bid - Approved	\$864,400	23%	
			Project Total (Minus Outfall Relocation Share of \$1,666,265)	\$3,246,365	85%	
			Remaining Budget	\$553,635	15%	
3	Screens and Grit Transportation Equipment Improvements	\$1,920,000	Design and Bid /Arcadis - Approved	\$166,786	9%	Arcadis currently finalizing documents for bid. Bid dates have not been finalized, anticipating approval at September Board meeting.
			CA/CI (Per Proposal - Not Currently Approved)	\$115,535	6%	
			Const. (Per Engineers 60% Estimate with 5% contingency)	\$1,637,679	85%	
			Project Total	\$1,920,000	100%	
			Remaining Budget	\$0	0%	
4	Granular Activated Carbon and Filter Support Gravel Replacement	\$2,000,000	Design and Bid/AECOM - Approved	\$66,608	3%	Construction continues with no issues.
			CA/CI/AECOM - Approved	\$134,000	7%	
			Const./Carb. Act. - Per Bid - Approved	\$1,798,840	90%	
			Project Total	\$1,999,448	100%	
			Remaining Budget	\$552	0.03%	
5	Electrical System Improvements	\$2,610,000	Design/E.I. Team - Approved	\$177,000	7%	Phase 1 (Under Construction by Ferguson) addressed immediate electrical issues. Phase 2 improvements (currently in development).
			CA/CI/TBD - Per Proposal - Not Approved	\$166,200	6%	
			Const. - Per original project Budget (EI Team Estimates \$6M)	\$2,014,493	77%	
			Phase 1 Construction - Ferguson - Approved	\$252,307	10%	
			Project Total	\$2,610,000	100%	
			Remaining Budget	\$0	0%	
6	Effluent Disinfection	\$3,650,000	Design and Bid/AECOM - Approved	\$116,000	3%	Construction continues with no issues. Per original design proposal, construction work is being completed through IDIQ contractors. The contractors have been able to combine with other concurrent projects both improving efficiency of work and representing cost savings to NFWB.
			Const./M&B - Approved	\$1,366,000	37%	
			Const./Ferguson - Approved	\$108,000	3%	
			Const./Ferguson - Approved	\$400,000	11%	
			CA/In-House - CPL (Included in current CPL term contract)	~ 5% or \$185,000 if by capital project engineer		
			CI/AECOM - Approved	\$74,000	2%	
			Project Total	\$2,064,000	57%	
			Remaining Budget	\$1,586,000	43%	
			Design/E.I. Team - Approved	\$112,000	10%	

7	Replacement of Critical Heating and Ventilation Equipment	\$1,160,000	CA/CI/E.I. Team - Not Approved	\$273,700	24%	Scheduled for bid concurrently with Electrical Project #5.
			Construction - (Per Engineers 75% Estimate with 10% contingency)	\$774,300	67%	
			Running Total	\$1,160,000	100%	
			Remaining Budget	\$0	0%	
8	Replacement of Blower Equipment	\$300,000	Design/In-House AECOM/ CPL (Included in current CPL term contract)	N/A	N/A	Construction Complete.
			Const./Various Contractors - Per IDIQ Contract	\$90,118	30%	
			CA/CI/In-House - CPL (Included in current CPL term contract)	N/A	N/A	
			Running Total	\$90,118	30%	
			Remaining Budget	\$209,882	70%	
9	Replacement of Process Piping	\$640,000	Piping Assessment Report - Ramboll - Approved	\$58,656	9%	Currently reviewing design proposals with NFWB to identify most efficient and cost effective approach to design and construction of the recommended improvements.
			Design and Bid - Ramboll - Per Proposal - Not Approved	\$88,945	14%	
			CA/CI - Ramboll - Per Proposal - Not Approved	\$57,635	9%	
			Construction - (Per Engineers Preliminary Estimate with 15% contingency)	\$434,764	68%	
			Running Total	\$640,000	100%	
			Remaining Budget	\$0	0%	
10	SCADA Improvements	\$455,000	Phase 1 Design/ Construction/Kaman - Approved	\$352,450	77%	Kaman continues coordination with capital project engineers. Currently developing proposal for the Second Phase of SCADA improvements.
			Phase 2 Design/ Construction - Approved (For Project #6)	\$146,200	32%	
			Running Total	\$498,650	110%	
			Remaining Budget	(\$43,650)	-10%	
Phase 1 Budget Total =		\$26,925,000	Anticipated Total Cost (Percentage of Total Budget)	\$24,528,081	91%	
			Overall Phase 1 Remaining Budget to Date	\$2,396,919	9%	

Key	
Proposal currently under review, but not approved	
Preliminary Construction Cost per Engineers Estimate	

Niagara Falls Water Board (NFWB) Overall Capital Project Budget Summary (Phase 2 Overall Budget = \$7M)

Project	Scope of Work	Budget	Scope/Vendor	Estimated Task Cost	Percentage of Total Project	Recent Work Update	
2B	Outfall	\$1,700,000	Design/CA/CI - GHD - Approved	\$37,400	2%	(See Project #2 Update)	
			Construction Share (Budget - Design Fee) - Approved	\$1,662,600	98%		
			ELEC-CIR	Included above	Included above		
			HVAC-Danforth	Included above	Included above		
			Running Total	\$1,700,000	100%		
			Remaining Budget	\$0	0%		
11	WWTP Misc. Piping	\$1,200,000	Design/ (Estimated at 10% of Construction)	\$120,000	10%	NFWB currently finalizing RFP.	
			CA/CI/In-House CPL (Included in current CPL term contract)	~ 5% or \$60,000 if by capital project engineer			
			Const./ Estimated Cost - Not Approved	\$1,080,000	90%		
			Running Total	\$1,200,000	100%		
			Remaining Budget	\$0	0%		
99	FEMA (Final Design, Bidding, and construction)	\$5,509,900	(FEMA Phase 1) Preliminary Design - GHD - Previously Approved	\$208,000	4%	Currently out to bid with bid opening in the next week. Anticipating bid approval in July.	
			(FEMA Phase 2) Final Design, Bidding, and CA/CI - GHD - Approved	\$325,700	6%		
			(FEMA Phase 2) Construction Cost - Per GHD Estimate w/10% Contingency	\$5,184,200	91%		
			Running Total (Not including preliminary design)	\$5,509,900	96%		
			Total FEMA Funding (\$156,053 for Design and \$2,853,778 for Construction)	\$2,853,778	52%		
			NYS Funding Portion (50% of Remaining)	\$1,328,061	23%		
			NFWB Funding Portion (50% of Remaining)	\$1,328,061	23%		
			Total	\$5,717,900	100%		
Phase 2 Budget Total =		\$7,000,000	Anticipated Total Cost (Percentage of Total Budget)		\$5,556,122	79%	
			Overall Phase 2 Remaining Budget to Date		\$1,443,878	21%	

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STANDARDIZED CHARGES FOR SERVICE TAPS

ONE INCH TAP

3 Men @ 1 Hour	\$87.82
Tapping Machine 1 Hr	\$30.00
Generator	\$28.65
One Truck @ 1 Hour	\$33.52
Materials	\$175.67
Administrative 15%	\$53.35
TOTAL	\$409.01

1-1/2 INCH TAP

3 Men @ 2 Hours	\$175.64
Tapping Machine 2 Hrs	\$60.00
Generator	\$57.30
One Truck @ 2 Hours	\$67.04
Materials	\$353.60
Administrative 15%	\$107.03
TOTAL	\$820.61

TWO INCH TAP

3 Men @ 2 Hours	\$175.64
Tapping Machine 2 Hrs	\$60.00
Generator	\$57.30
One Truck @ 2 Hours	\$67.04
Materials	\$464.60
Administrative 15%	\$123.68
TOTAL	\$948.26

1. Proper and adequate excavation of water main.
2. No delays caused by plumber/contractor
3. Plumber/Contractor must provide shoring as required by OSHA regulations
4. Tapping charges outside city limits are doubled.

Executive Director

Date



FINANCIAL SERVICES DEPARTMENT

July 2020 Update

- Sale of Scrap- The sale of scrap has been delayed all year, but will consist primarily of hydrant heads, taps for companies, and contents of the community scrap bin at WWTP. The anticipated total revenue for this budget line is anticipated to fall just below budget predictions of \$20,000.
- We are moving closer to better gauge what impact the COVID-19 pandemic has had on our operations, especially with regard to revenues. District 3 bills were mailed in June and covered the service period February 2020 thru April 2020; District 1 bills were mailed in July and cover the service period March 2020 thru May 2020. The confirmed cases of COVID-19 in Niagara County as well as the number of subsequent layoffs, unemployment insurance benefit (UIB) claim filings, and workplace closures did not start to soar until mid-April 2020. July numbers will begin to better reflect the impact. Below is a synopsis of Water & Sewer Revenues thru June 30, 2020:

WATER

	Target	Actual
Industrial	1,217,727	1,234,886
SIU	1,141,838	1,045,427
District 1	904,344	779,275
District 2	940,578	911,703
District 3	716,208	706,251
	\$4,920,695	\$4,677,542

SEWER

	Target	Actual
Industrial	1,938,328	1,755,595
SIU	4,166,107	4,290,697
District 3	1,147,038	1,033,012
District 2	1,249,980	1,207,288
District 3	950,718	937,533
	\$9,452,171	\$9,224,125

- We are due a total of nearly \$1.3 million in grant reimbursements from capital construction projects. Reimbursements are quarterly, which is too slow and in part, causing a drag on capital float. Moving forward, pay app reimbursement submissions will occur monthly.



FINANCIAL SERVICES DEPARTMENT

July 2020 Update

- Due to an industrial pretreatment plant issue requiring NFWB treatment of additional pollutants (Total Suspended Solids (TSS) and Soluble Organic Carbon (SOC)), Cascades' quarterly bill will be approximately \$1 million greater than its average bill. They are our largest SIU account from whom we receive approximate annual revenues of \$4 million.
- Biweekly personnel costs and overtime costs continue to remain under budget. Only one (1) employee will be selling back unused vacation time.
- Phone extension charges are unusually high. Currently investigating with IT Department why the high expense now that the new phone system is in place.
- OT-based payroll unavailable due to conflict with timing of report submission deadline.
- 2020 Budget planning to begin within the next few weeks as well as preparation for Continuing Disclosure document.

Niagara Falls Water Board

Accounts Payable Payment Edit Listing

Batch Department / Invoice Department		Bank Account		Check Date		Starting Check Number
8310.0001 Water,Administration		N.F.W.B. Expense Fund		06/12/2020		5271
Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
8310.0001 Water,Administration						
	588 - Advance2000 Inc	D20/ARP101576	OFFICE 365 MONTHLY SOFTWARE LICENSE/SERVICE PLAN JUNE 2020	06/01/2020	06/11/2020	1,475.00
	1092 - Amazon Capital Services, Inc.	20300/ir6rdnlt7k	metal storage cabinet \$149.99	04/09/2020	06/03/2020	149.99
	1092 - Amazon Capital Services, Inc.	20303/1y4ncr3nwy	Ink Cartridges	04/12/2020	06/03/2020	46.20
	1092 - Amazon Capital Services, Inc.	20306/1MHLKTNK99	face masks	04/14/2020	06/03/2020	92.98
	1092 - Amazon Capital Services, Inc.	20365/1F9Y99LVNX	Non Contact Thermometers	05/24/2020	05/28/2020	222.90
	1092 - Amazon Capital Services, Inc.	20375/1QW71YVL3W	SD 16 GB cards for Gas Detectors	05/27/2020	06/03/2020	43.99
	535 - American Water Works Assoc	D20/7001770369	MEMBERSHIP RENEWAL JUNE 2020-MAY 2021	02/20/2020	06/08/2020	4,014.00
	7679 - AT&T	D20/1172567135	JUNE 2020 ONENET SERVICE	06/02/2020	06/11/2020	16.95
	603 - Blue Cross/Blue Shield of WNY Inc	D20/JUNE2020	JUNE 2020 MEDICAL BENEFITS	05/10/2020	06/08/2020	336,243.75
	444 - BURNS RANDALL	D20/LOS6320	SAFETY SHOES 6/3/20	06/03/2020	06/08/2020	200.00
	375 - Carmeuse Lime & Stone	20133/94084186	BFP Lime	05/20/2020	05/28/2020	3,670.67
	375 - Carmeuse Lime & Stone	20133/94086335	BFP Lime	05/26/2020	06/02/2020	3,746.72
	375 - Carmeuse Lime & Stone	20133/94091596	BFP Lime	06/05/2020	06/09/2020	4,025.57
	12682 - City Contoller	D20/44124	SIDEWALK RESTORATIONS 9/22/19-12/6/19	05/22/2020	06/10/2020	15,915.00
	643 - City Electric Company Inc (Cooper Electric)	20350/S040493629	lights	05/11/2020	05/28/2020	1,058.30
	660 - Combined Insurance Co of NY	D20/JUNE2020	JUNE 2020 VISION COVERAGE	05/21/2020	06/08/2020	800.02
	997 - ComputerSearch	D20/19864	MAY 2020 AOD BILLING CYCLE AND RENTAL CHG	06/01/2020	06/08/2020	676.85
	474 - CPE - Corrosion Products & Equip Inc	20343/14262	split pump seals	05/20/2020	06/02/2020	4,228.90
	8173 - Cyclops Process Equipment	20361/26273	orp cartridge	05/20/2020	06/02/2020	839.18
	2135 - DCB Elevator Co Inc	D20/81260	MONTHLY PREVENTATIVE MAINT JUNE 2020	06/01/2020	06/04/2020	630.00
	797 - Dival Safety Equipment Inc	20376/2769184	Hi Vis T-Shirts and Gloves	05/28/2020	06/03/2020	379.50
	797 - Dival Safety Equipment Inc	20377/2772347	Halo Battery Charger - 8 Bay	06/04/2020	06/09/2020	59.99
	797 - Dival Safety Equipment Inc	20378/2769860	Nitrile Dipped Gloves	05/29/2020	06/03/2020	63.00
	6219 - Duplicating Consultants Inc	d20/276464	APRIL 2020 COLOR COPIER 5/13-6/13/20	05/18/2020	06/02/2020	190.58
	972 - Enterprise FM Trust	D20/FBN3959573	JUNE 2020 MONTHLY LEASE & MAINT CHGS	06/03/2020	06/11/2020	14,288.62
	11379 - Eurofins Test America	20008/2400026322	Blanket Order for Lab Testing	03/18/2020	06/02/2020	540.00
	690 - Five Star Equipment Inc	20370/W04814++	Back hoe service and repairs	12/27/2019	05/28/2020	3,072.35
	8686 - Genuine Parts/Napa Co	20372/1689025730	diesel exhaust fluid	05/14/2020	05/28/2020	199.99
	8686 - Genuine Parts/Napa Co	20379/1689028423	battery	05/28/2020	06/02/2020	163.67

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Niagara Falls Water Board

Accounts Payable Payment Edit Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
1138 - GeoTab USA Inc.	D20/IN241408	MONTHLY SUBSCRIPTION GPS PRO PLAN MAY 2020	05/20/2020	06/04/2020	888.00
1146 - Gina Oliverio Senia	D20/SENIAREFUND	REFUND OF PREMIUM PAID	05/27/2020	06/02/2020	11.10
218 - Glenn Choolokian	D20/GLWW69301	SAFETY SHOES 6/6/20	06/06/2020	06/10/2020	107.99
960 - Grainger Inc	20241/9540152114	tools and parts	05/22/2020	06/02/2020	110.64
960 - Grainger Inc	20374/9543456900	shop fan	05/27/2020	06/09/2020	174.72
GRIGGS, RONALD	2020-00000212	0449.599 - Undesignated Services	05/28/2020	06/04/2020	214.16
973 - Gui's Lumber & Home Center	20228/282227-4	parts	05/18/2020	06/09/2020	8.99
975 - Hach Company	20298/11915118	Sampler Tubing	04/08/2020	06/02/2020	315.92
8176 - Home Depot Store #1287	20028/8074830+	supplys	05/19/2020	06/09/2020	107.80
8176 - Home Depot Store #1287	20057/6534649	tools and material	05/11/2020	06/09/2020	40.94
8176 - Home Depot Store #1287	20189/2020004	OSM supplies	05/15/2020	06/09/2020	4.97
8176 - Home Depot Store #1287	20276/3074297+	Construction supplies	05/14/2020	06/09/2020	114.48
1136 - Hurtubise Tire, Inc.	20100/189514	11R22.5 F/S FD663 16 PLY Big Red	05/22/2020	06/09/2020	540.75
1849 - Janese, Michael A Jr	D20/112219379182	SAFETY SHOES JUNE 2020	06/03/2020	06/08/2020	193.34
1068 - Jones Chemicals Inc	20320/822632	BLANKET FOR CHLORINE	06/01/2020	06/09/2020	7,335.00
12617 - LAFARGE NORTH AMERICA	20363/712643857+	crushed stone 5000.00	06/03/2020	06/03/2020	1,929.16
12617 - LAFARGE NORTH AMERICA	20390/712620257+	black top \$5000.00	05/14/2020	06/09/2020	1,170.87
1031 - Lakes Pipe & Supply Corp	20173/609518	pipe and parts	02/18/2020	06/02/2020	210.06
1031 - Lakes Pipe & Supply Corp	20227/614730	pipe and fittings	05/28/2020	06/02/2020	10.48
1137 - LEAF Commercial Capital	D20/10683332	SVC PERIOD 4/22-5/22/20	05/28/2020	06/04/2020	145.47
1140 - Lock City Supply Company	20368/132164++	Materials for Whirlpool repair NYS and Cerrone.	03/31/2020	05/28/2020	1,427.74
1140 - Lock City Supply Company	20369/131484	Construction supplies	03/13/2020	05/28/2020	2,617.96
76 - Matrix Imaging Solutions	D20/6652	MAY 5-28 2020 BILL PRINTING & ENVELOPES	05/31/2020	06/08/2020	3,653.36
8546 - Mckay's	D20/47179	SAFETY SHOES ANTHONY CHEFF 6/2/20	06/02/2020	06/11/2020	200.00
270 - Metropolitan Life Insurance Co	D20/JUNE2020	JUNE 2020 LIFE INS & AD&D	05/13/2020	06/08/2020	1,724.73
1216 - Modern Disposal Services Inc	20122/3305764	waste	06/01/2020	06/09/2020	32.14
1216 - Modern Disposal Services Inc	20178/3305767	dumpster emptying	06/01/2020	06/09/2020	42.85
1216 - Modern Disposal Services Inc	20335/3217626	Sludge disposal	05/24/2020	06/03/2020	24,867.78
1216 - Modern Disposal Services Inc	20335/3299146+	Sludge disposal	06/01/2020	06/09/2020	22,186.76
8204 - Modern Recycling Inc	20123/3305765	waste	06/01/2020	06/09/2020	55.34
8204 - Modern Recycling Inc	20179/3305766	recycling emptying	06/01/2020	06/09/2020	37.50
406 - Motion Industries Inc	D20/IL32-787375	MAIN PUMP BUSING	03/18/2020	06/11/2020	6,531.18
452 - National Fuel Gas Distribution Corp	D20/41720-51820	LIFT STATION SVC 4/17-5/18/20	05/20/2020	06/02/2020	4.70
452 - National Fuel Gas Distribution Corp	D20/5120-6120	WWTP MAINT GARAGE HEAT 5/1-6/1/20	06/03/2020	06/11/2020	244.26
11026 - Niagara County - DPW	D20/MAY2020GAS	MAY 2020 DPW NAT GAS	06/05/2020	06/11/2020	3,311.03
1331 - Niagara Supply Corp	20032/1-9150	Misc construction items	05/26/2020	06/02/2020	185.40
626 - Northpointe Council Inc	D20/20200108	1ST QTR EAP FEE	01/31/2020	06/08/2020	360.00

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Niagara Falls Water Board

Accounts Payable Payment Edit Listing

Batch Department / Invoice Department	Bank Account		Check Date	Starting Check Number	
626 - Northpointe Council Inc	D20/2020650	2ND QTR EAP FEE 2020	04/30/2020	06/08/2020	360.00
849 - NOVA Healthcare	d20/06015486	JUNE 2020 DENTAL ADMIN	06/08/2020	06/09/2020	1,028.30
1738 - NYS American Water Works Assoc	D20/B00894D20001	ONLINE TRAINING COMMUNICATION PART 1 5/14/20	05/14/2020	06/02/2020	10.00
1358 - Occupational Health Care	D20/6134-00	RTW CONSULT- SYVERSON	05/31/2020	06/08/2020	124.00
990 - Olin Chlor Alkall Corporation	20340/2830280+++	Sodium Hypochlorite	05/15/2020	05/28/2020	48,264.35
990 - Olin Chlor Alkall Corporation	20340/2832754	Sodium Hypochlorite	05/25/2020	06/03/2020	28,519.12
990 - Olin Chlor Alkall Corporation	20340/2834774+++	Sodium Hypochlorite	05/29/2020	06/09/2020	31,948.11
625 - Pace Analytical Services Inc	20078/207077093	EPA TESTING FOR UCMR4 FOR FEB, MAY, AUG & NOVEMBER	05/21/2020	06/02/2020	2,286.00
736 - PUBLIC EMPLOYERS RISK MANAGEMENT ASSOCIATION INC	D20/COV002609	WORKERS COMP INSURANCE FINAL AUDIT COVERAGE 7/1/18-7/1/19	06/01/2020	06/11/2020	28,763.00
12262 - Purchase Power	D20/6820REFILL	POSTAGE REFILL 6/8/20	06/08/2020	06/11/2020	1,000.00
13125 - PVS Technologies Inc	20068/270261	Ferric Chloride	05/11/2020	05/28/2020	5,319.11
13125 - PVS Technologies Inc	20068/270263	Ferric Chloride	05/13/2020	06/03/2020	5,287.62
11581 - Rexel USA, Inc	20349/S127400723	calibrator	05/18/2020	05/28/2020	1,585.00
234 - Richardson Auto Repair	20396/59264	oil change Big Red 353.77	04/24/2020	06/09/2020	353.77
987 - RLP Holding Inc, dba Belt Maintenance	20366/3729	bfp belt	03/30/2020	05/28/2020	3,325.00
1528 - Safety-Kleen Corp	D20/83165439	VAT PARTS WASHER-SOLVENT	05/12/2020	06/02/2020	490.32
13141 - Sandonato, Fifi	D20/FIFIREFUND	REFUND OF PREMIUM PAID	05/27/2020	06/02/2020	38.06
SHIRBACK, BENJAMIN	2020-00000213	0449.599 - Undesignated Services	05/28/2020	06/04/2020	749.08
6854 - Slack Chemical	20069/402989	Primary Polymer	05/26/2020	06/09/2020	18,348.00
333 - SPECTRUM BUSINESS	D20/MAY2020	SVC PERIOD 5/18-6/17/20	05/19/2020	06/02/2020	69.99
567 - SPECTRUM ENTERPRISE	D20/JUNE2020J	SVC PERIOD JUNE 2020	06/01/2020	06/11/2020	699.95
550 - USALCO ASHTSBULA PLANT LLC	20324/1372233	BLANKET FOR PACL	05/29/2020	06/03/2020	5,955.86
453 - VERIZON	D20/JUNE2020A	MONTHLY SVC 5/22-6/21/20	05/21/2020	06/04/2020	263.27
453 - VERIZON	D20/JUNE2020B	PHONE SVC 5/25-6/24/20	05/24/2020	06/04/2020	371.94
453 - VERIZON	D20/JUNE2020C	SVC PERIOD 5/28-6/27/20	05/27/2020	06/08/2020	433.72
523 - Verizon-Talk One	D20/9855774366	PHONE SYSTEM AND TAB S4 5/2/20-6/1/20	05/01/2020	06/11/2020	3,695.32
1717 - Volland Electric Equip Corp	20351/PS1359827	crane	05/29/2020	06/02/2020	468.50
1700 - VWR Scientific	20183/8088911193	Blanket Order for Lab Supplies	01/22/2020	06/03/2020	72.40
1700 - VWR Scientific	20360/8801112643	lab supplies	05/19/2020	05/28/2020	1,200.69
1700 - VWR Scientific	D20/8088688807	LAB MAKER	12/26/2019	06/04/2020	140.20
1081 - Windstream Enterprise	D20/72662015	WWTP MONTHLY SVC FOR NETWORK PROVIDER JUNE 2020	06/01/2020	06/10/2020	1,790.19
1081 - Windstream Enterprise	D20/72664866	WTP MONTHLY SVC FOR NETWORK PROVIDER JUNE 2020	06/01/2020	06/10/2020	1,751.99
Total Selected Invoices: 98					\$672,885.10

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Niagara Falls Water Board

Accounts Payable Payment Edit Listing

Batch Department / Invoice Department

Bank Account

Check Date

Starting Check Number

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FINANCIAL SERVICES DEPARTMENT
BANK ACCOUNT BALANCES (Ending 6/30/2020)

BANK on BUFFALO
TREASURY INVESTMENT RECONCILIATION

MONTH	STARTING VALUE	ENDING VALUE	CHANGE IN VALUE
Jan 2020	21,587,819.76	21,632,403.94	44,584.18
Feb 2020	21,632,403.94	21,678,437.43	46,033.49
Mar 2020	21,678,437.43	21,793,908.42	115,470.99
April 2020	21,793,908.42	21,792,858.07	(1,050.32)
May 2020	21,792,858.07	21,811,712.29	18,854.22
June 2020	21,811,712.29	21,837,254.67	25,542.38
July 2020			
Aug 2020			
Sep 2020			
Oct 2020			
Nov 2020			
Dec 2020			
TOTAL			<u>\$249,434.91</u>

BANK on BUFFALO
OPERATING ACCOUNTS

ACCOUNT NAME	ACCOUNT NO.	ENDING 4/30/2020	ENDING 5/31/2020	ENDING 6/30/2020
Board Expense	X4873	91,624.82	91,624.82	91,624.82
O & M Reserve	X4881	5,228,792.08	5,228,792.08	5,228,792.08
Depository Account	X4899	3,453,033.14	4,331,496.02	2,447,022.78
Payroll	X4906	107,939.77	107,179.50	363,619.29
Benefits	X4914	8,510.50	5,117.50	5,943.50
Operating Account	X0643	892,955.82	1,401,207.08	915,524.72
		<u>\$10,409,700.37</u>	<u>\$11,165,417.00</u>	<u>\$9,052,527.19</u>



WILMINGTON TRUST (M&T Bank)
Ending Balances

ACCOUNT NAME	4/30/2020	5/31/2020	6/30/2020
Debt Service Fund X3250	\$7,623,770.03	\$7,387,224.41	\$8,072,334.63
Debt Service Reserve X3252	\$8,507,489.61	\$8,537,256.21	\$8,566,058.56
Construction Fund X2722	<u>Opening Value:</u> \$1,069,364.69 <u>Deposits</u> \$0.00 <u>Withdrawals:</u> -\$173,490.90 <u>Interest:</u> <u>Ending balance:</u> \$895,882.41	<u>Opening Value:</u> \$895,882.41 <u>Deposits:</u> \$0.00 <u>Withdrawals:</u> -\$432,638.08 <u>Interest:</u> <u>Ending balance:</u> \$463,250.75	<u>Opening Value:</u> \$463,250.75 <u>Deposits</u> <u>Withdrawals:</u> \$52,433.42 <u>Interest:</u> <u>Ending balance:</u> \$515,684.17

Budget Performance Report

Date Range 01/01/20 - 06/30/20

Exclude Rollup Account

Fund	Account	Account Description	Adopted Budget	Amendments	Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd
FA - Water Board - Water											
REVENUE											
<i>Departmental Income</i>											
21122.001		Visual Inspections	33,141.00	.00	33,141.00	2,400.00	.00	16,262.50	16,262.50	16,878.50	49
21140.001		District 1	1,808,699.00	.00	1,808,699.00	(1,095.23)	.00	779,275.37	1,029,423.63		43
21140.002		District 2	1,881,159.00	.00	1,881,159.00	543.06	.00	911,703.48	969,455.52		48
21140.003		District 3	1,432,426.00	.00	1,432,426.00	350,593.64	.00	706,251.75	726,174.25		49
21140.004		Non-Resident	23,028.00	.00	23,028.00	865.72	.00	9,150.24	13,877.76		40
21140.005		Industrial	2,435,455.00	.00	2,435,455.00	525.00	.00	1,234,886.57	1,200,568.43		51
21140.006		Industrial SIU	2,283,676.00	.00	2,283,676.00	75.00	.00	1,045,427.85	1,238,248.15		46
21140.008		Hydrant Usage	5,029.00	.00	5,029.00	.00	.00	3,717.16	1,311.84		74
21140.599		Miscellaneous Departmental Income	30,000.00	.00	30,000.00	200.00	.00	1,000.00	29,000.00		3
21141.000		Allowance for Unpaid Trfd	(226,685.00)	.00	(226,685.00)	.00	.00	36,694.18	(263,379.18)		-16
21144.003		Fire Service	88,999.00	.00	88,999.00	.00	.00	(45.60)	89,044.60		0
21144.005		Service Charge	462,329.00	.00	462,329.00	24,675.20	.00	225,981.56	236,347.44		49
21144.006		Lab Analysis	35,358.00	.00	35,358.00	7,558.44	.00	21,788.18	13,569.82		62
21144.008		Missing Meter Charge	40,242.00	.00	40,242.00	2,720.00	.00	11,374.00	28,868.00		28
21144.009		Mtr Install/Reinstall/Reactivate	20,000.00	.00	20,000.00	775.00	.00	4,100.00	15,900.00		20
21144.010		Final Meter Read/Inspect	14,500.00	.00	14,500.00	1,100.00	.00	6,525.00	7,975.00		45
21144.011		Hydrant Testing	66.00	.00	66.00	.00	.00	.00	66.00		0
21144.012		Backflow Certification	7,500.00	.00	7,500.00	175.00	.00	2,060.00	5,440.00		27
21144.599		Undesignated Water Charge	62,006.00	.00	62,006.00	.00	.00	15,614.84	46,391.16		25
21148.001		District 1	74,000.00	.00	74,000.00	(89.45)	.00	27,795.16	46,204.84		38
21148.002		District 2	42,300.00	.00	42,300.00	(3.30)	.00	16,383.51	25,916.49		39
21148.003		District 3	57,500.00	.00	57,500.00	15,876.96	.00	26,206.32	31,293.68		46
21148.004		Non-Resident	5,000.00	.00	5,000.00	.00	.00	468.85	4,531.15		9
21148.005		Industrial	7,426.00	.00	7,426.00	.00	.00	16,519.17	(9,093.17)		222
21148.006		Industrial SIU	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00		0
21148.599		Penalty - Miscellaneous	500.00	.00	500.00	.00	.00	66.19	433.81		13
<i>Departmental Income Totals</i>			\$10,628,654.00	\$0.00	\$10,628,654.00	\$406,895.04	\$0.00	\$5,119,206.28	\$5,509,447.72		48%
<i>Intergovernmental Charges</i>											
2230.A		City of Niag Falls-Generl	245,963.00	.00	245,963.00	.00	.00	17,568.57	228,394.43		7
<i>Intergovernmental Charges Totals</i>			\$245,963.00	\$0.00	\$245,963.00	\$0.00	\$0.00	\$17,568.57	\$228,394.43		7%
<i>Use Of Money & Property</i>											

Budget Performance Report
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Exclude Rollup Account

2401.000	Interest Earnings	105,600.00	.00	105,600.00	.00	.00	34,941.18	70,658.82	33
<i>Use Of Money & Property Totals</i>		\$105,600.00	\$0.00	\$105,600.00	\$0.00	\$0.00	\$34,941.18	\$70,658.82	33%
<i>Licenses And Permits</i>									
2550.006	Cellular Towers	205,000.00	.00	205,000.00	21,377.42	.00	98,423.77	106,576.23	48
2590.004	Hydrant Permits & Rentals	16,800.00	.00	16,800.00	.00	.00	3,316.43	13,483.57	20
<i>Licenses And Permits Totals</i>		\$221,800.00	\$0.00	\$221,800.00	\$21,377.42	\$0.00	\$101,740.20	\$120,059.80	46%
<i>Sale Of Prop/Cmp For Loss</i>									
2650.000	Sale Of Scrap	20,000.00	.00	20,000.00	863.68	.00	863.68	19,136.32	4
2665.000	Sale-Equipment	4,000.00	.00	4,000.00	.00	.00	280.00	3,720.00	7
2690.001	Damages to WB Property	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0
<i>Sale Of Prop/Cmp For Loss Totals</i>		\$29,000.00	\$0.00	\$29,000.00	\$863.68	\$0.00	\$1,143.68	\$27,856.32	4%
<i>Misc Local Sources</i>									
2770.001	NSF Check Charge	3,000.00	.00	3,000.00	945.00	.00	4,725.00	(1,725.00)	158
2770.599	Undesignated	4,500.00	.00	4,500.00	831.88	.00	911.06	3,588.94	20
<i>Misc Local Sources Totals</i>		\$7,500.00	\$0.00	\$7,500.00	\$1,776.88	\$0.00	\$5,636.06	\$1,863.94	75%
<i>Interfund Revenues</i>									
2801.GA	Interfd Rev WtrBd-Sewr	810,000.00	.00	810,000.00	.00	.00	.00	810,000.00	0
<i>Interfund Revenues Totals</i>		\$810,000.00	\$0.00	\$810,000.00	\$0.00	\$0.00	\$0.00	\$810,000.00	0%
<i>Operating Transfers In</i>									
3031.GA	Transfer Fr Sewer Divison.	786,963.00	.00	786,963.00	.00	.00	.00	786,963.00	0
<i>Operating Transfers In Totals</i>		\$786,963.00	\$0.00	\$786,963.00	\$0.00	\$0.00	\$0.00	\$786,963.00	0%
REVENUE TOTALS		\$12,835,480.00	\$0.00	\$12,835,480.00	\$430,913.02	\$0.00	\$5,280,235.97	\$7,555,244.03	41%
EXPENSE									
<i>Personnel - Position Control</i>									
0110.000	Biweekly Payroll	2,504,395.00	.00	2,504,395.00	167,627.46	.00	1,106,658.71	1,397,736.29	44
0153.000	Stipend	.00	.00	.00	461.42	.00	3,095.39	(3,095.39)	+++
<i>Personnel - Position Control Totals</i>		\$2,504,395.00	\$0.00	\$2,504,395.00	\$168,088.88	\$0.00	\$1,109,754.10	\$1,394,640.90	44%
<i>Personnel Services</i>									
0111.000	Biwkly Comp Differential	.00	.00	.00	655.50	.00	874.00	(874.00)	+++
0125.000	Insurance OPT Out	72,287.00	.00	72,287.00	5,214.48	.00	30,430.56	41,856.44	42
0130.000	Temporary Payroll	38,625.00	.00	38,625.00	12,167.66	.00	24,558.12	14,066.88	64
0140.000	Overtime	144,450.00	.00	144,450.00	3,918.08	.00	46,815.87	97,634.13	32
0151.A	Sunday Contractual Pay	.00	.00	.00	1,135.06	.00	7,446.02	(7,446.02)	+++
0152.000	Shift Premium Pay	.00	.00	.00	17.47	.00	118.11	(118.11)	+++
0155.A	Holiday Contractual Pay	.00	.00	.00	.00	.00	2,520.06	(2,520.06)	+++
0155.000	Holiday Pay	.00	.00	.00	1,581.30	.00	34,758.28	(34,758.28)	+++

Budget Performance Report
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0165.000	Military Leave	.00	.00	.00	.00	.00	181.98	(181.98)	+++
0170.000	Overtime Meals	3,900.00	.00	3,900.00	101.50	.00	1,119.25	2,780.75	29
0181.000	Vacation Pay	.00	.00	.00	7,029.34	.00	57,003.65	(57,003.65)	+++
0182.000	Personal Time	.00	.00	.00	146.31	.00	2,154.18	(2,154.18)	+++
0183.000	Compensatory Time Off	.00	.00	.00	736.90	.00	1,602.74	(1,602.74)	+++
0184.000	Funeral Leave	.00	.00	.00	150.76	.00	858.03	(858.03)	+++
0186.000	Call-In Time	.00	.00	.00	278.99	.00	2,668.56	(2,668.56)	+++
0189.000	Sick Leave	.00	.00	.00	5,748.76	.00	22,463.71	(22,463.71)	+++
0190.000	Vacation Cash Conversion	2,340.00	.00	2,340.00	.00	.00	.00	2,340.00	0
Personnel Services Totals		\$261,602.00	\$0.00	\$261,602.00	\$38,882.11	\$0.00	\$235,573.12	\$26,028.88	90%
Capital Outlays									
0210.000	Furniture & Furnishings	500.00	.00	500.00	.00	.00	.00	500.00	0
0220.000	Office Equipment	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0
0250.000	Other Equipment	28,000.00	.00	28,000.00	.00	6,194.38	.00	21,805.62	22
0250.007	Computer Equipment	25,000.00	.00	25,000.00	1,042.44	(2,554.53)	12,165.59	15,388.94	38
0250.500	Safety Equipment	19,180.00	.00	19,180.00	1,138.10	.00	3,829.95	15,350.05	20
Capital Outlays Totals		\$78,680.00	\$0.00	\$78,680.00	\$2,180.54	\$3,639.85	\$15,995.54	\$59,044.61	25%
Contractual Expenses									
0411.000	Office Supplies	19,050.00	.00	19,050.00	1,551.59	276.45	4,026.16	14,747.39	23
0412.000	Uniforms	1,820.00	1,000.00	2,820.00	11.00	891.10	358.90	1,570.00	44
0413.000	Safety Shoes	8,500.00	.00	8,500.00	393.34	.00	1,888.66	6,611.34	22
0414.000	Automotive-Gas,Oil,Grease	40,000.00	.00	40,000.00	.00	.00	70.15	39,929.85	0
0415.000	Fuel Oil	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0
0416.000	Consumable Printed Forms	700.00	.00	700.00	.00	.00	280.70	419.30	40
0417.000	Tool Allowance	150.00	.00	150.00	.00	.00	.00	150.00	0
0419.001	Automotive Parts	40,000.00	.00	40,000.00	2,131.02	1,540.66	18,224.33	20,235.01	49
0419.003	Cleaning/Sanitary	1,500.00	.00	1,500.00	.00	350.00	817.99	332.01	78
0419.005	Tools & Machine Parts	85,000.00	.00	85,000.00	2,888.49	18,681.54	20,905.12	45,413.34	47
0419.006	Construction/Repair	174,000.00	.00	174,000.00	18,142.90	10,587.49	67,498.82	95,913.69	45
0419.009	Misc Chemicals	356,000.00	.00	356,000.00	27,752.42	42,607.15	152,345.33	161,047.52	55
0419.010	Laboratory	31,000.00	.00	31,000.00	2,692.71	3,450.00	18,368.63	9,181.37	70
0419.599	Undesignated Supplies	11,050.00	.00	11,050.00	149.99	2,152.42	1,876.73	7,020.85	36
0421.001	Phone Extension Chgs	5,000.00	.00	5,000.00	1,847.66	.00	10,402.08	(5,402.08)	208
0421.002	Wireless Services	17,500.00	.00	17,500.00	1,146.59	.00	5,957.54	11,542.46	34
0422.000	Light & Power	485,000.00	.00	485,000.00	47,278.95	.00	256,530.19	228,469.81	53
0423.000	Water/Sewer	514,000.00	.00	514,000.00	.00	.00	173,321.17	340,678.83	34

Budget Performance Report
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0424.000	Gas	20,000.00	.00	20,000.00	1,063.76	.00	9,780.45	10,219.55	49
0432.000	Property Insurance	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0
0433.000	Liability Insurance	75,000.00	.00	75,000.00	.00	.00	89,816.45	(14,816.45)	120
0440.003	Motor Vehicle Equipment	84,000.00	.00	84,000.00	5,907.81	.00	39,898.70	44,101.30	47
0440.599	Undesignated Leases	2,400.00	.00	2,400.00	82.87	.00	608.71	1,791.29	25
0441.000	Rental Of Real Property	.00	.00	.00	.00	.00	48.00	(48.00)	+++
0442.000	Rental Of Equipment	.00	.00	.00	338.43	.00	1,653.03	(1,653.03)	+++
0442.003	Motor Vehicle Equip Rentr	6,000.00	.00	6,000.00	444.00	.00	2,211.12	3,788.88	37
0442.599	Undesignated Rentals	4,300.00	.00	4,300.00	120.00	1,610.93	910.93	1,778.14	59
0444.000	Repair Of Equipment	43,200.00	(1,000.00)	42,200.00	175.00	.00	1,050.00	41,150.00	2
0446.000	Computer Services	2,000.00	.00	2,000.00	349.97	.00	2,099.85	(99.85)	105
0446.007	Software	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0
0446.008	Software Maint/Licenses	224,000.00	.00	224,000.00	24,746.64	6,522.00	95,534.38	121,943.62	46
0449.000	Billing & Collection	40,500.00	.00	40,500.00	6,740.86	.00	22,420.08	18,079.92	55
0449.001	Sludge Removal	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0
0449.003	Waste Disposal	11,000.00	.00	11,000.00	427.78	.00	427.78	10,572.22	4
0449.500	Safety-Contractual	1,500.00	.00	1,500.00	.00	.00	601.50	898.50	40
0449.599	Undesignated Services	814,000.00	.00	814,000.00	3,352.43	18,265.14	735,917.47	59,817.39	93
0451.000	Consultants	72,000.00	.00	72,000.00	2,400.00	8,734.30	4,796.00	58,469.70	19
0454.000	Attorney Services	50,000.00	.00	50,000.00	3,738.46	.00	27,023.64	22,976.36	54
0461.000	Postage	30,000.00	.00	30,000.00	589.47	.00	1,490.79	28,509.21	5
0463.000	Travel & Training Expense	24,250.00	.00	24,250.00	10.00	2,396.00	4,201.49	17,652.51	27
0464.000	Local Mtrng Cost/Mileage	50.00	.00	50.00	.00	.00	.00	50.00	0
0466.000	Books,Mags. & Memberships	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0
0467.000	Advertising	500.00	.00	500.00	35.04	.00	70.08	429.92	14
0471.000	Recruitment Expenditures	2,000.00	.00	2,000.00	.00	.00	376.48	1,623.52	19
Contractual Expenses Totals		\$3,514,470.00	\$0.00	\$3,514,470.00	\$156,509.18	\$118,065.18	\$1,773,809.43	\$1,622,595.39	54%
Employee Benefits									
0801.000	NYS E.R.S. Retirement	230,500.00	.00	230,500.00	.00	.00	47,479.67	183,020.33	21
0820.000	Worker's Compensation	240,000.00	.00	240,000.00	1,366.56	.00	3,038.11	236,961.89	1
0830.000	Life Insurance	8,215.00	.00	8,215.00	.00	.00	.00	8,215.00	0
0840.000	Unemployment Ins. NYS	8,000.00	.00	8,000.00	.00	.00	14,174.16	(6,174.16)	177
0860.000	Medical Insurance	1,516,379.00	.00	1,516,379.00	.00	.00	30,807.01	1,485,571.99	2
0861.000	Dental Insurance	55,057.00	.00	55,057.00	.00	.00	.00	55,057.00	0
0863.000	Vision Care Insurance	3,861.00	.00	3,861.00	.00	.00	.00	3,861.00	0
0865.000	Chiropractic Insurance	.00	.00	.00	.00	.00	360.00	(360.00)	+++

Exclude Rollup Account

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Budget Performance Report
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Fund	Account	Account Description	Adopted Budget	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD	% Used/Rec'd
Fund GA - Water Board - Sewer									
REVENUE									
<i>Departmental Income</i>									
2120.001		District 1	2,294,082.00	.00	(1,719.56)	.00	1,033,012.53	1,261,069.47	45
2120.002		District 2	2,499,963.00	.00	719.04	.00	1,207,288.09	1,292,674.91	48
2120.003		District 3	1,901,440.00	.00	465,106.24	.00	937,533.78	963,906.22	49
2120.005		Industrial CSIRU	3,876,656.00	.00	(579.04)	.00	1,755,595.52	2,121,060.48	45
2120.006		Industrial SIU	8,332,214.00	.00	909,923.52	.00	4,290,697.94	4,041,516.06	51
2120.007		Waste Hauler Fees	125,000.00	.00	.00	.00	2,415.01	122,584.99	2
2120.008		Hydrant Usage	5,000.00	.00	.00	.00	5,749.62	(749.62)	115
2120.102		Town Of Niagara	792,800.00	.00	.00	.00	385,650.89	407,149.11	49
2122.001		Visual Inspections	.00	.00	.00	.00	120.00	(120.00)	+++
2122.002		Dye Tests	33,141.00	.00	2,400.00	.00	16,142.50	16,998.50	49
2128.001		District 1	70,000.00	.00	(131.94)	.00	36,818.80	33,181.20	53
2128.002		District 2	55,000.00	.00	(4.07)	.00	21,378.37	33,621.63	39
2128.003		District 3	71,125.00	.00	20,841.50	.00	34,417.99	36,707.01	48
2128.005		Industrial	7,500.00	.00	.00	.00	23,855.25	(16,355.25)	318
2128.006		Industrial SIU	13,448.00	.00	.00	.00	2,298.54	11,149.46	17
2128.599		Penalty - Miscellaneous	1,000.00	.00	.00	.00	.00	1,000.00	0
2141.000		Allowance for Unpaid Trfd	(235,000.00)	.00	.00	.00	46,711.86	(281,711.86)	-20
<i>Departmental Income Totals</i>			\$19,843,369.00	\$0.00	\$1,396,555.69	\$0.00	\$9,799,686.69	\$10,043,682.31	49%
<i>Use Of Money & Property</i>									
2401.000		Interest Earnings	158,400.00	.00	.00	.00	25,856.91	132,543.09	16
<i>Use Of Money & Property Totals</i>			\$158,400.00	\$0.00	\$0.00	\$0.00	\$25,856.91	\$132,543.09	16%
<i>Licenses And Permits</i>									
3590.006		SIU 5-Yr Permits	993.00	.00	500.00	.00	1,500.00	(507.00)	151
<i>Licenses And Permits Totals</i>			\$993.00	\$0.00	\$500.00	\$0.00	\$1,500.00	(\$507.00)	151%
<i>Fines And Forfeits</i>									
2620.000		Forfeitures Of Deposits	596.00	.00	.00	.00	450.00	146.00	76
<i>Fines And Forfeits Totals</i>			\$596.00	\$0.00	\$0.00	\$0.00	\$450.00	\$146.00	76%
<i>Sale Of Prop/Cmp For Loss</i>									
2650.000		Sale Of Scrap	5,000.00	.00	.00	.00	929.39	4,070.61	19
2680.000		Insurance Recoveries	.00	.00	.00	.00	(26,979.30)	26,979.30	+++
2690.001		Damages to WB Property	5,000.00	.00	.00	.00	131,580.10	(126,580.10)	2632
<i>Sale Of Prop/Cmp For Loss Totals</i>			\$10,000.00	\$0.00	\$0.00	\$0.00	\$105,530.19	(\$95,530.19)	1055%

Budget Performance Report

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<i>Misc Local Sources</i>									
2701.000	Refund Appro Exp Prior Yr	.00	.00	.00	.00	.00	1,520.03	(1,520.03)	+++
2770.599	Undesignated	100,000.00	.00	100,000.00	.00	.00	100,000.00	0	0
<i>Misc Local Sources Totals</i>									
		\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$1,520.03	\$98,479.97	2%
<i>Operating Transfers In</i>									
02031.FA	Transfer Fr Water Divisn.	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0
<i>Operating Transfers In Totals</i>									
		\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	0%
<i>REVENUE TOTALS</i>									
		\$20,193,358.00	\$0.00	\$20,193,358.00	\$1,397,055.69	\$0.00	\$9,934,543.82	\$10,258,814.18	49%
<i>EXPENSE</i>									
<i>Personnel - Position Control</i>									
01110.000	Biweekly Payroll	2,797,811.00	.00	2,797,811.00	212,879.03	.00	1,383,999.69	1,413,811.31	49
01153.000	Stipend	.00	.00	.00	.00	.00	96.15	(96.15)	+++
<i>Personnel - Position Control Totals</i>									
		\$2,797,811.00	\$0.00	\$2,797,811.00	\$212,879.03	\$0.00	\$1,384,095.84	\$1,413,715.16	49%
<i>Personnel Services</i>									
01111.000	Biwkly Comp Differential	.00	.00	.00	.00	.00	1,815.45	(1,815.45)	+++
01125.000	Insurance OPT Out	89,463.00	.00	89,463.00	8,782.34	.00	55,414.18	34,048.82	62
01130.000	Temporary Payroll	78,750.00	.00	78,750.00	12,870.00	.00	70,335.08	8,414.92	89
01140.000	Overtime	278,500.00	.00	278,500.00	11,476.89	.00	127,809.61	150,690.39	46
01150.000	Acting Next-In-Rank Pay	.00	.00	.00	1,251.75	.00	8,560.50	(8,560.50)	+++
01151.A	Sunday Contractual Pay	.00	.00	.00	3,554.80	.00	23,859.86	(23,859.86)	+++
01152.000	Shift Premium Pay	.00	.00	.00	21.12	.00	114.55	(114.55)	+++
01155.A	Holiday Contractual Pay	.00	.00	.00	.00	.00	11,142.34	(11,142.34)	+++
01155.000	Holiday Pay	.00	.00	.00	526.72	.00	33,811.92	(33,811.92)	+++
01170.000	Overtime Meals	11,950.00	.00	11,950.00	359.50	.00	3,214.75	8,735.25	27
01181.000	Vacation Pay	.00	.00	.00	8,975.87	.00	53,074.89	(53,074.89)	+++
01182.000	Personal Time	.00	.00	.00	43.07	.00	2,665.41	(2,665.41)	+++
01183.000	Compensatory Time Off	.00	.00	.00	633.98	.00	2,173.03	(2,173.03)	+++
01184.000	Funeral Leave	.00	.00	.00	2,161.27	.00	3,991.67	(3,991.67)	+++
01186.000	Call-In Time	.00	.00	.00	1,507.55	.00	7,942.09	(7,942.09)	+++
01189.000	Sick Leave	.00	.00	.00	8,077.34	.00	25,199.16	(25,199.16)	+++
<i>Personnel Services Totals</i>									
		\$458,663.00	\$0.00	\$458,663.00	\$60,242.20	\$0.00	\$431,124.49	\$27,538.51	94%
<i>Capital Outlays</i>									
0220.000	Office Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0
0230.000	Motor Vehicle Equipment	25,000.00	.00	25,000.00	.00	.00	510.78	24,489.22	2
0250.500	Safety Equipment	28,770.00	.00	28,770.00	1,166.24	668.65	10,802.81	17,298.54	40
<i>Capital Outlays Totals</i>									
		\$54,270.00	\$0.00	\$54,270.00	\$1,166.24	\$668.65	\$11,313.59	\$42,287.76	22%
<i>Contractual Expenses</i>									

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0411.000	Office Supplies	5,700.00	.00	5,700.00	416.57	134.88	1,340.60	4,224.52	26
0412.000	Uniforms	3,305.00	.00	3,305.00	.00	.00	.00	3,305.00	0
0413.000	Safety Shoes	11,400.00	.00	11,400.00	307.99	.00	2,523.93	8,876.07	22
0414.000	Automotive-Gas,Oil,Grease	40,000.00	.00	40,000.00	.00	.00	455.38	39,544.62	1
0416.000	Consumable Printed Forms	.00	.00	.00	.00	.00	280.70	(280.70)	+++
0417.000	Tool Allowance	300.00	.00	300.00	150.00	.00	150.00	150.00	50
0419.001	Automotive Parts	40,000.00	.00	40,000.00	1,236.50	2,138.19	26,994.24	10,867.57	73
0419.003	Cleaning/Sanitary	5,000.00	.00	5,000.00	.00	100.00	655.05	4,244.95	15
0419.004	Agricultural/Botanical	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0
0419.005	Tools & Machine Parts	205,100.00	(16,782.00)	188,318.00	18,542.36	31,229.94	115,757.82	41,330.24	78
0419.006	Construction/Repair	135,000.00	.00	135,000.00	18,613.40	4,505.86	69,902.21	60,591.93	55
0419.008	Signals/Communication	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0
0419.009	Misc Chemicals	19,000.00	.00	19,000.00	1,338.94	1,734.21	5,719.61	11,546.18	39
0419.010	Laboratory	23,000.00	.00	23,000.00	679.56	1,394.38	6,120.25	15,485.37	33
0419.012	Carbon	440,000.00	.00	440,000.00	.00	23,342.70	16,657.30	400,000.00	9
0419.014	Ferric Chloride	385,000.00	.00	385,000.00	47,614.88	200,000.00	189,785.41	(4,785.41)	101
0419.016	Primary Polymer	110,000.00	.00	110,000.00	18,348.00	23,304.00	36,696.00	50,000.00	55
0419.017	Sludge Polymer	110,000.00	.00	110,000.00	.00	25,880.00	29,120.00	55,000.00	50
0419.018	Pebble Lime	210,000.00	.00	210,000.00	15,536.16	26,807.08	78,192.92	105,000.00	50
0419.024	Hypochlorite Solution	1,550,000.00	.00	1,550,000.00	227,435.42	403,618.03	1,154,057.30	(7,675.33)	100
0419.028	Hydrogen Peroxide	200,000.00	.00	200,000.00	.00	.00	.00	200,000.00	0
0419.599	Undesignated Supplies	53,500.00	(1,050.00)	52,450.00	1,799.84	4,796.19	26,284.58	21,369.23	59
0421.001	Phone Extension Chgs	19,300.00	.00	19,300.00	3,623.09	.00	21,122.57	(1,822.57)	109
0421.002	Wireless Services	6,000.00	.00	6,000.00	810.96	.00	4,014.34	1,985.66	67
0422.000	Light & Power	607,500.00	.00	607,500.00	49,678.55	.00	288,253.63	319,246.37	47
0423.000	Water/Sewer	296,000.00	.00	296,000.00	.00	.00	145,783.09	150,216.91	49
0424.000	Gas	20,000.00	.00	20,000.00	2,247.27	.00	17,187.50	2,812.50	86
0432.000	Property Insurance	155,000.00	.00	155,000.00	.00	.00	.00	155,000.00	0
0433.000	Liability Insurance	85,000.00	.00	85,000.00	.00	.00	104,903.80	(19,903.80)	123
0440.003	Motor Vehicle Equipment	84,000.00	.00	84,000.00	5,907.81	.00	36,633.32	47,366.68	44
0440.599	Undesignated Leases	525.00	.00	525.00	62.60	.00	378.81	146.19	72
0441.000	Rental Of Real Property	70.00	.00	70.00	41.00	.00	41.00	29.00	59
0442.000	Rental Of Equipment	16,750.00	.00	16,750.00	338.42	.00	1,653.02	15,096.98	10
0442.003	Motor Vehicle Equip Rentl	.00	.00	.00	444.00	.00	2,211.12	(2,211.12)	+++
0442.599	Undesignated Rentals	6,500.00	.00	6,500.00	.00	764.54	735.46	5,000.00	23
0443.000	Repair Of Real Property	48,155.00	.00	48,155.00	.00	5,318.20	3,102.45	39,734.35	17
0444.000	Repair Of Equipment	153,000.00	.00	153,000.00	2,526.50	2,219.00	17,905.90	132,875.10	13

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0446.000	Computer Services	.00	.00	349.98	.00	2,099.85	(2,099.85)	+++
0449.000	Billing & Collection	.00	.00	6,740.84	.00	22,420.05	(22,420.05)	+++
0449.002	Sludge Disposal	1,550,000.00	.00	103,146.19	273,484.07	763,735.37	512,780.56	67
0449.004	Special Security	5,000.00	.00	.00	50.00	215.00	4,735.00	5
0449.008	Hazardous Waste Displ.	5,000.00	.00	.00	.00	.00	5,000.00	0
0449.500	Safety-Contractual	5,500.00	.00	.00	.00	601.50	4,898.50	11
0449.599	Undesignated Services	175,500.00	16,782.00	8,848.46	45,238.28	26,796.03	120,247.69	37
0451.000	Consultants	100,000.00	.00	.00	3,962.67	36,162.58	59,874.75	40
0453.000	Engineers & Architects	8,000.00	.00	.00	.00	.00	8,000.00	0
0454.000	Attorney Services	90,000.00	.00	3,738.46	.00	22,415.93	67,584.07	25
0461.000	Postage	15,000.00	.00	589.46	.00	1,490.78	13,509.22	10
0463.000	Travel & Training Expense	18,500.00	.00	.00	.00	2,061.00	16,439.00	11
0463.500	Safety Training	3,000.00	.00	.00	.00	200.00	2,800.00	7
0465.000	Laundry & Cleaning	2,500.00	1,050.00	365.17	608.08	2,941.92	.00	100
0466.000	Books, Mags. & Memberships	400.00	.00	.00	.00	1,800.00	(1,400.00)	450
0467.000	Advertising	399.00	.00	35.04	.00	70.08	328.92	18
0471.000	Recruitment Expenditures	1,200.00	.00	.00	.00	196.30	1,003.70	16
Contractual Expenses Totals		\$7,067,604.00	\$0.00	\$541,513.42	\$1,080,630.30	\$3,287,825.70	\$2,699,148.00	62%
Employee Benefits								
0801.000	NYS E.R.S. Retirement	452,000.00	.00	.00	.00	94,959.33	357,040.67	21
0820.000	Worker's Compensation	250,000.00	.00	2,018.84	.00	4,474.85	245,525.15	2
0830.000	Life Insurance	8,825.00	.00	.00	.00	.00	8,825.00	0
0840.000	Unemployment Ins. NYS	.00	.00	.00	.00	14,174.17	(14,174.17)	+++
0860.000	Medical Insurance	2,414,870.00	.00	.00	.00	44,758.16	2,370,111.84	2
0861.000	Dental Insurance	81,275.00	.00	.00	.00	.00	81,275.00	0
0863.000	Vision Care Insurance	5,940.00	.00	.00	.00	.00	5,940.00	0
0865.000	Chiropractic Insurance	68.00	.00	.00	.00	400.00	(332.00)	588
Employee Benefits Totals		\$3,212,978.00	\$0.00	\$2,018.84	\$0.00	\$158,766.51	\$3,054,211.49	5%
Employee Benefit - FICA								
0810.000	Social Security	261,541.00	.00	20,374.52	.00	135,746.85	125,794.15	52
Employee Benefit - FICA Totals		\$261,541.00	\$0.00	\$20,374.52	\$0.00	\$135,746.85	\$125,794.15	52%
Interfund Transfers								
0900.FA	Transfer To Water Divisn.	786,963.00	.00	.00	.00	.00	786,963.00	0
0900.FGA	Transfer To Authority Bd	20,000.00	.00	.00	.00	.00	20,000.00	0
0900.FGB	Transfer To Water Board	70,000.00	.00	.00	.00	.00	70,000.00	0
0900.O&M	Transfer to Capital - Coverage	1,420,982.00	.00	.00	.00	1,420,981.80	.20	100
0900.VFG	Transfer To Debt Service	4,418,229.00	.00	.00	.00	.00	4,418,229.00	0

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<i>Interfund Transfers Totals</i>									
	\$6,716,174.00	\$0.00	\$6,716,174.00	\$0.00	\$0.00	\$1,420,981.80	\$5,295,192.20	21%	
EXPENSE TOTALS	\$20,569,041.00	\$0.00	\$20,569,041.00	\$838,194.25	\$1,081,298.95	\$6,829,854.78	\$12,657,887.27	38%	
Fund GA - Water Board - Sewer Totals									
REVENUE TOTALS	20,193,358.00	.00	20,193,358.00	1,397,055.69	.00	9,934,543.82	10,258,814.18	49%	
EXPENSE TOTALS	20,569,041.00	.00	20,569,041.00	838,194.25	1,081,298.95	6,829,854.78	12,657,887.27	38%	
Fund GA - Water Board - Sewer Totals	(\$375,683.00)	\$0.00	(\$375,683.00)	\$558,861.44	(\$1,081,298.95)	\$3,104,689.04	(\$2,399,073.09)		
Grand Totals									
REVENUE TOTALS	33,028,838.00	.00	33,028,838.00	1,827,968.71	.00	15,214,779.79	17,814,058.21	46%	
EXPENSE TOTALS	33,240,220.00	.00	33,240,220.00	1,220,307.42	1,203,003.98	11,108,309.09	20,928,906.93	37%	
Grand Totals	(\$211,382.00)	\$0.00	(\$211,382.00)	\$607,661.29	(\$1,203,003.98)	\$4,106,470.70	(\$3,114,848.72)		



Monthly O&M Report **For the Month of June 2020**

Agenda Item # 7.1

1. Treatment & Plant Maintenance

1.1. Water – Robert Rowe, updated 07/08/2020

OPERATIONS AND MAINTENANCE

Total water production for the month of June was 658 million gallons. The average daily water production was 21.9 million gallons. The plant data summary table is included below for your reference.

		2020 TOTALS AND AVERAGES					
		PRE				POST	F/W
	F/W	CL2	PACL	H2SiF6	PO4	CL2	1000
	PUMPAGE	LBS	LBS	LBS	LBS	LBS	GAL/ DAY
JAN	691945	7205	131000	16189	1891	4034	22321
FEB	666612	6664	122800	15907	1846	4169	22987
MAR	731884	7609	131400	17442	2053	4478	23609
APR	725504	8039	135500	17675	2121	4428	24183
MAY	738265	8462	130200	18122	2099	4565	23815
JUN	657717	8481	129100	16749	1755	4280	21924
JUL							
AUG							
SEP							
OCT							
NOV							
DEC							
TOTAL	4211927	46460	780000	102084	11765	25954	138839



	2020 ANALYTICAL RESULTS						
	RAW		PRE	POST	EFF		
	TURB	RAW	Cl2	Cl2	TURB	EFF	F. RES
	NTU	pH	RES.mg/l	RES.mg/l	NTU	pH	mg/l
JAN	13.8	8.1	0.58	1.21	0.022	7.6	0.68
FEB	8.5	8.1	0.55	1.21	0.015	7.6	0.69
MAR	10.5	8.1	0.55	1.22	0.022	7.6	0.69
APR	6.7	8.1	0.55	1.22	0.019	7.7	0.68
MAY	2.4	8.1	0.56	1.23	0.023	7.7	0.67
JUN	1.3	8.0	0.54	1.23	0.019	7.6	0.68
JUL							
AUG							
SEP							
OCT							
NOV							
DEC							
AVG	7.2	8.1	0.55	1.22	0.020	7.6	0.68

Operations and Maintenance Highlights

June was a busy month for Ops and Maintenance crews. All 4 Sedimentation Basins, Supernatant Tank, and Sludge Holding tanks were cleaned and inspected.

Routine inspections discovered 2 filter sweeps running poorly, which were replaced and now being cleaned/updated in-house to use at a later date.

Quarterly DOH Inspection completed with local representatives touring the facility.

R.E. Kelley is back on site to continue the caulking of the facility exterior, with the Low Lift building already completed.



1.2. Wastewater – Bob Dunn, Chief Operator- updated 07/10/2020

Non-Compliance Violations: NONE

Sampling notes: NONE

OPERATIONAL and MAINTENANCE- Highlights

Continued progress on Project #6. Wiring of pumps and samplers being done, as well as connections being finalized in hand holds. Connection hand hold for the Hypo piping was painted with protective coating. Working towards coordination of Bi-pass pumps/pumping to facilitate work that will take place in the (CCT) Chlorine Contact Tank. Backfilling of all hand holds, and manholes will take place when all that work is complete.

Project #4 continues to go well with only minor issues that are being addressed promptly. Minor repairs to 2" flushing lines and some valve replacement of which the maintenance crew did a fantastic job of handling. Additional cleaning of the filters and the surrounding areas was also accomplished, making for a better work environment for all. Carbon filters #16, #12, #21, and #13 were all completed this month (June).

Several other select Capital Project progress meetings have taken place, with some of them close to or already going out for bid. Coordination meetings of specific project managers with one another to help make the projects proceed as seamlessly as possible are taking place, with some positive feedback.

Overall plant conditions seem well. Blower B was repaired and put back on-line, therefore we have both blowers available. Operations has developed a Good Housekeeping checklist to maintain and keep their respective workstations clean. Sed Basin #3 was cleaned, and minor repairs were made of items discovered during inspection. And lastly, Outside Sewer Maintenance was able to assist us in the cleaning of our in-between basin wells as well as our Scum building Wet Well allowing for more efficient skimming of our on-line Basins.



1.2 Continued

WASTEWATER TREATMENT PLANT OPERATING DATA														
2020	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	INF/EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)		(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	988.96	1280.77	418.58	2.2	0.0	2421.0	643.0	3664.0	4398.0	27380	121.8	0	367350	88.5
February	819.89	1187.62	387.49	2.2	2.2	2407.0	645.0	3502.0	4453.0	25990	110.3	0	382270	63.6
March	940.59	1369.46	439.96	2.2	2.3	2241.0	603.0	3007.0	4577.0	28140	83.2	0	576380	28.3
April	865.22	1294.50	404.40	2.1	2.6	1869.0	520.0	2985.0	4566.0	28647	90.6	0	415530	23.5
May	802.53	1193.30	393.25	2.0	2.3	1520.0	408.0	2758.0	4382.0	26220	75.1	0	445580	15.5
June	660.30	1186.66	439.42	1.9	2.3	1967.0	524.0	3305.0	4115.0	24120	108.4	0	478980	74.6
July	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0	0	0.0
August	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0	0	0.0
September	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0	0	0.0
October	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0	0	0.0
November	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0	0	0.0
December	0.00	0.00	0.00	0.0	0.0	0.0	0.0	0.0	0.0	0	0.0	0	0	0.0
Totals	5077.49	7512.31	2483.10	1.1	11.6	12425.0	3343.0	19221.0	26491.0	160497	589.4	0	2666090	294.0

Explanation of data abbreviations:

INF: Influent

EFF: Effluent

CBE Carbon Bed Effluent

GPS: Gorge Pump Station

MGD: Millions of Gallons per Day

PPM: Parts Per Million

BFP: Belt Filter Press

PRIM: Primary

FeCl3: Ferric Chloride

H2O2: Peroxide

NaOCl: Sodium Hypochlorite



2. Pipes:

2.1. Sewer Collection – Michael Eagler, updated 7/7/2020

Sewer Collections System										
2020	Service Calls	Flushing (Feet)	UFPO Responses	Receivers Cleaned	Bypass Pumping (Hours)	Catch Basins	Man Holes	Main	Connections	Lateral
January	92	22860	165	128	112.30	2	1	0	0	0
February	39	11760	185	103	0.00	0	3	0	0	0
March	72	644	181	38	17.99	6	3	0	0	1
April	60	433	199	0	9.73	0	0	0	1	0
May	81	13810	373	326	0.00	1	4	0	0	0
June	100	21195	370	270	5.01	8	5	2	2	2
July										
August										
September										
October										
November										
December										
Totals	444	70702	1473	865	145.03	17	16	2	3	3



2.2 Water Distribution – Michael Eagler, updated 7/7/2020

Water Distribution															
2020	Main Breaks	Service Leaks	Curb Box Reset	Valve Repaired	Valve Replaced	Hydrant Replaced	Hydrant Repaired	Hydrant Flow	Hydrant Flush-Winterized	Hydrant Leaks	Hydrants out of Service	Misc. Service Calls	Concrete	Landscape	UFPO
January	4	10	2	0	0	10	4	0	258	0	1	128	6	0	165
February	2	8	3	0	1	16	0	0	264	0	0	39	0	0	185
March	2	11	3	2	1	12	4	0	230	0	0	72	12	1	181
April	2	3	9	0	0	8	1	0	0	0	0	60	0	0	199
May	4	10	7	0	0	13	1	0	64	0	0	81	3	17	373
June	5	12	46	3	1	5	0	58	260	0	0	100	15	42	270
July															
August															
September															
October															
November															
December															
Totals	19	54	70	5	3	64	10	58	1076	0	1	480	36	60	###



3. Analytical Services

3.1 Water Laboratory –Larry Sklarski, updated 07/10/2020

1. New York State Sanitary Code Part V Monitoring/Reporting

- June samples have been collected & analyzed in-house for TOC, DOC & UV₂₅₄ on both finished and source water, all samples were in compliance.
- Monthly collection and reporting for the Distribution System was conducted (60 Samples for Free Chlorine, Turbidity, Phosphate, Fluoride, Standard Plate Count & Mf Coliform). All samples were within reporting limits.
- We have been in contact with the LPHD during the shutdown due to the Coronavirus. Alternate sampling sites were approved for routine monitoring.

2. In-house/DEC/LPHD Monitoring

- All in-house monitoring for bacteriology and water chemistry have been within normal limits.
- The monthly SPDES sample collected from the freeze thaw bed was within normal limits.
- Samples analyzed for 2020: 7,974.
- No water main breaks were sampled in June. One community complaint was sampled due to high turbidity. Outside maintenance has been flushing and the site is clearing up.
- Second Qtr. UCMR4 results were all within acceptable range and a portion of the report from Pace was accepted on EPA's CDX (Central Data Exchange) web page. Third Qtr. UCMR4 samples will be collected in August.
- June's required sampling consisted of one asbestos sample, done every nine years, and a sample for IOC's, Inorganic Contaminants consisting of metals, sodium and other nonorganic parameters. All samples results were well within acceptance parameters.

3. Laboratory Concerns

- The Laboratory analyzed a total of 42 samples for Niagara & Erie County Water Plants and the Aquarium, of which 16 samples were analyzed by the microbiology lab. We continue to assist Erie County with analysis and have been requested to take on additional sampling if necessary due to any illness in their lab.
- 2020 Revenue created is \$21,631.50.
- ELAP has suspended upcoming proficiency testing due to the virus.
- We are working with the Starpoint School District to analyze ~250 lead samples from their district. Additional samples are 30 from Lockport and 50 from Niagara County.
- Preparations have started for Distribution Lead & Copper Monitoring consisting of 30 homes throughout the city. This program is conducted every three years.



3.2 Wastewater Laboratory - Brian Eldridge 7/10/2020

1. The data for June's State Pollutant Discharge Elimination System (SPDES) report is currently being compiled with no anticipated violations.
2. Normal sampling and testing have resumed.
3. The Mercury PMP samples will be collected in July and sent to Test America for analysis.

4. Customers & Compliance

4.1. Meter Shop – Bob Reid Updated 7/1/20

MONTH:	WORK ORDERS	STOPPED METERS	Registers Replaced	SCRAPPED METERS	INDUSTRIAL METERS READ	RESIDENTIAL METERS READ
JANUARY	105	0	4	0	0	7185
FEBRUARY	86	0	7	0	0	5261
MARCH	76	0	6	0	565	5484
APRIL	68	0	3	0	0	7191
MAY	76	0	8	0	0	5256
JUNE	91	2	5	0	565	5480
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
TOTAL	502	2	33	0	1130	35857

METER READINGS:

DISTRICT 1	B.REID	M.MACRI	V.Virtuoso	J.PAUL	F.DERUBEIS	TOTAL
6/2/20	1717	1481				3198
6/3/20	1131	1085				2216
6/4/20					66	66
TOTAL	2848	2566			66	5480
INDUSTRIALS						
6/1/20	264	301				565
O&M Report	5960	2867			66	6045
TOTAL						



Shop read 5480 residential meters for the month. Also 565 Industrial reads were obtained.

4.2. Industrial Monitoring / Enforcement – Joel Paradise updated 06/01/20

- a.) **Hauled Waste Program** – The Hauled waste moratorium imposed on August 16th, 2017 is still in effect.
- b.) **Investigations/Enforcement** – All inspections have been conducted and Notices of Violation have been issued as required.
- c.) **SIU Updates**
 - 1. All SIU (Significant Industrial User) whose discharge permits that are nearing expiration in the next several months have been sent their renewal applications for our review and eventual reissuance of their NFWB wastewater discharge permit. This is an ongoing and continuing process.
 - 2. Random SIU billing and compliance samples have also been put on hold due to the Covid situation
 - 3. The Cross Connection Inspectors work of conducting his inspections as a function of building sales, monitoring the annual tests results of all back flow prevention devices , along with updating our database and filing/archiving the hard copies has also been impacted by the Covid situation but they are being conducted and nearly back on schedule.
 - 4. SIU discharge permits are being continually updated using the most recent data generated by Steve Stewart to verify / adjust discharge limits. The format is being updated simultaneously.
 - 5. Began processing the renewal and format update of the SIU discharge permits for SIU #59, North American Hoganas's and SIU #18, Niagara Custom Plating
 - 6. Started the logging in 2nd qt. 2020 SIU Quarterly Reports. And the corresponding review of rhte reports for permit compliance.
 - 7. Continued investigating an operational process upset of at Cascades pretreatment system. There was a loss of the biomass in their anerobic reactor on Feb 19, 2020. They are working diligently to bring the reactor back to full treatment capacity. The Water Board had been collecting samples and Cascades has been taking daily samples at our direction to determine discharge permit compliance. The latest information is that the reactor is not yet operating at 100 % efficiency. Due to the COVID situation Cascades is having difficulty trouble shooting the problem with their various venders and their Canadian counterparts in Canada.
Update 6-1-2020: Cascades was found to be in Significant Non-Compliance (SNC) due to the upset of their treatment system. A Show Cause Order hearing where we will learn exactly where they are in the process of getting their treatment process back to its designed capacity. We will then develop an Administrative Order with a schedule that they must adhere to in order to bring



their treatment system back in full operation with specific milestone dates of each step required.

Also realize the Cascades is very diligently working to rectify this situation as it is very much in their financial and operational interest to have their treatment system operating as designed.

8. The RFP for the Local Limits reevaluation is nearing completion.
9. Due to the COVID situation, on March 16th I sent out the discharge permit renewal packets to all SIU's whose discharge permits are up for renewal through October of 2020. Those would have normally gone out on Friday, May 29th.
10. Issued the renewed Cascades discharge permit 4/29/20. The completed permit renewal application was received from Niagara Custom Plating on May 20th, 2020.
11. Make-up SIU Billing and Compliance samples were collected during the last 2 weeks of May to be used for 2nd quarter billing.
12. The next round of BHC sampling in the collection system is scheduled for Monday, June 8, 2020.

5. Support Services

5.1. Safety – Gina Senia, updated 7/9/20

Safety Performance (June 2020):

The NFWB reported **zero** OSHA/PESH recordable injuries and **two** first aid incidents during the month of June. Our Injury Frequency Rate is 1.9 for Total Recordable Injuries and 0 for Lost Workday Cases:


MONTHLY SAFETY PERFORMANCE:	June	YEAR TO DATE SAFETY PERFORMANCE:	YEAR TO DATE INJURY FREQUENCY RATE:
OSHA/PESH Recordable LWDC	0	0	0
OSHA/PESH Recordable Injuries	0	1	1.9
Man Hours Worked (est.)	16,747	105,172	-
First Aid Cases	0	-	-

2020 GOALS	
OSHA/PESH LWDC	0
TOTAL OSHA/PESH Recordables	0
INJURY FREQUENCY RATE	0

Summary of Recordable and Recordable LWDC Injuries (June 2020): 0

Summary of First Aid Incidents (June 2020): 2

6/3/2020 – A WWTP solids operator strained his lower back and lower, right-side torso while pulling a garden hose to rinse the belt filter presses. A section of the hose that he was using had been clamped to close a small tear. As the operator pulled on the hose to move closer to the press, the “ear” of the hose clamp caught on a metal floor grate causing the operator to suddenly



jerk toward the right and backwards, straining his back. First aid was administered; hoses were replaced, and hoses in other plant areas were inspected for potential replacement.

6/29/2020 – A WTP operator sustained minor contusions to his right middle and ring finger knuckles when his right hand struck the metal traveling screen basket while cleaning seaweed from the traveling screen. While the operator was raking and pitching seaweed into a trash receptacle, a loose piece of seaweed fell from the rake and onto his hand causing him to lose his grip and to strike the side of the metal basket. Minor first aid was administered; we are evaluating potential basket reconfiguration that would include adding a pin and hinge to facilitate emptying the basket contents and decreasing operator interaction in the cleaning process.

Summary of Other Incidents (June 2020): 0

Safety Activities and Updates (June 2020):

COVID Safety Plan – plan was finalized and discussed with Leadership and Department at a safety meeting held on 6/10; the focus was on daily health screening (although we had success with a daily emailed survey to a test population of 10 employees). We will continue temperature monitoring in conjunction with a simple questionnaire that is recorded on spreadsheets that are divided among employee groups. Additionally, visuals (floor social distancing decals, door signs and maximum occupancy signs) were ordered and installed.

Excavation NOV Update – We discussed potential onsite consultation with PESH's regional supervising safety & health inspector and had him review our excavation procedure and training materials; rather than visit onsite (not traveling until Phase 4), the Supervising Safety & Health inspector provided minor comments to our procedure and provided overall positive feedback on our training materials. He also provided some excavation presentations that can be used in future training. We also discussed the possibility of obtaining grant funding (up to 70%) for new hydraulic shoring equipment and will begin seeking vendors. *Note:* On-site training may not occur until Phase 4 according to PESH and to PERMA's OSHA Outreach Trainers.

RMP Audit – we continue to prepare for the RMP audit by USEPA; no date has been confirmed yet. We are seeking new in-line chlorine gas detectors to replace the outdated existing detectors; additionally, the chlorine scrubber building was thoroughly cleaned, and PMs were added to our CMMS (Lucy).



6. Technical Services – Doug Williamson, updated 7/6/20

1. **Hazard Mitigation Grant Program HMGP Project No.4204-0003:**
We received a revision to the contract for HMGP Project No.4204-0003, Phase II from DHSES on June 15th. A final project design review meeting was held on June 8th. A pre-bid informational meeting was held for the WWTP Protective Measures FEMA project via conference call on June 19th.
2. **Niagara Gorge Corridor - Robert Moses Parkway (RMP) Removal Project:**
Construction continued on the **D263803** Reconstruction of Whirlpool Street and **D263805** Park Improvements projects.
3. **Schoellkopf Tunnel Surcharge:**
Ongoing measurements and review of data with GHD at shaft #1 and #2 reveal no unusual behavior. We are still waiting for a written maintenance agreement from Seneca Gaming.
4. **LaSalle SSO Abatement Program and Consent Order (R9-20080528-32):**
A response to the review comments from the DEC on the Arcadis draft **Sanitary Sewer System Management Plan Year 12 Progress Evaluation** engineering report were provided on June 9th. In June, Arcadis was authorized to prepare an engineering report and provide technical assistance for the Engineering Planning Grant (EPG) and WQIP grant applications.
5. **NYSDEC Consent Order (R9-20170906-129) WWTP Phase I and II Projects:**
In June, we continued to support CPL and the design consultants on the WWTP Phase I and II projects. **Project 1** Sedimentation Basins and Scum Collection System Modification 90% design review meeting was held on June 9th. **Project 3** Screenings and Grit Transport Equipment Improvements, Polymer Equipment Upgrades, and Dewatering Equipment Control Upgrades 90% design review meeting was held on June 25th. **Project 4** Granular Activated Carbon and Filter Support Gravel Replacement work and **Project 6** Effluent Disinfection work are ongoing.
6. **NYSDEC WWTP SPDES Permit NY0026336 and Consent Order (R9-20170906-129) Items:**
In June, we continued to address the WWTP SPDES Permit NY0026336 and Consent Order (R9-20170906-129) items. The quarterly NFWB Publicly Owned Treatment Works (POTW) advertisement was placed in the Gazette on June 5th.
7. **WWTP and Chemical Bulk Storage Tanks:**
We received a Notice of Violation from the NYSDEC for the WWTP Chemical Bulk Storage (CBS) Program on March 6th. The corrective actions were provided to the Region 9 office on April 6th and are still being addressed. The Spill Prevention Report was updated in June.
8. **Town of Niagara Sewer Flow Monitoring**
The Spring of 2020 Town of Niagara sewer flow monitoring (4-week period) was completed in April. The Fall of 2020 Town of Niagara sewer flow monitoring (4-week period) will be planned for mid-September to mid-October.



6. Continued

9. Capital Improvement Projects:

The 5 Year Capital Improvement Plan and projects continue to be evaluated.

2020 OXIDIZER BUDGET

BUDGET = \$2,050,000.00 for year

COST = \$1,187,122.74 to date

% USED = 57.91% to date

BUDGET = \$5,616.44 per day avg. \$170,833.33 per month avg.

COST = \$6,522.65 per day avg. \$1,187,122.74 per month avg.
27.6 Flow (MGD) 182 total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL COST	LANDFILL SLUDGE (TONS)	SOLIDS THROUGH PUT (%)	FERRIC CHLORIDE (TONS)	LIME (TONS)
Jan-2020	996.3	0	362,710	387	\$164,307.63	608.7	99.5	51.4	106.1
Feb-2020	790.4	0	351,310	447	\$159,143.43	613.6	99.1	45.1	105.3
Mar-2020	940.5	0	580,170	623	\$262,817.01	573.4	92.2	52.9	80.8
Apr-2020	862.6	0	408,380	477	\$184,402.71	508.0	106.9	51.7	90.2
May-2020	798.2	0	445,470	566	\$203,175.03	395.5	106.8	49.1	76.2
Jun-2020	638.4	0	470,810	748	\$213,276.93	503.2	113.2	43.9	102.6
Jul-2020									
Aug-2020									
Sep-2020									
Oct-2020									
Nov-2020									
Dec-2020									
TOTALS	5,026.3	0	2,618,850	542	\$1,187,122.74	3,202.5	101.9	293.9	561.2


Low value for year

High value for year

7. SECURITY REPORT-- Gina Senia 7/10/20

No security incidents were reported in June; the security guards continue to complete cursory health screening of contractors and visitors and to restrict plant access unless there is justifiable business onsite.

Cameras – we began seeking State contract (OGS) vendors to potentially install a camera system at the WWTP and GPS as the existing WCCTV system has been difficult to maintain, costly to use (data O&M Report July 14, 2020



charges) and generally not meeting our needs. After researching the history of individual cameras to determine if any were particularly troublesome, we found that only the east and west garage cameras and two lift station cameras were non-functional more often than the others, and that there were only some periodic issues with the other cameras. We reached out to WCCTV who described that their original scope was much different than what we are currently seeking; they also stated that they are amenable to providing some compensation for some cameras that may no longer be needed and offered to help us reconfigure the existing system to better suit our needs. We requested them to propose to us what that would entail. We also met with two other OGS vendors, Digital Security Solutions (6/25, 6/30, and 7/7) and Linstar (7/1), who toured our locations and discussed options with us. We expect cost proposals from each by mid-July.

8. INFORMATION TECHNOLOGY (I.T.) Joe Morock 06/05/2020

Wiring – both plants surface wiring completed, next steps will be to determine all subsurface wiring needs, these subsurface needs will be how we run phones and intercoms to these areas.

Routers & Switches - We discussed replacing all outdated router and switches with A2K at both wtp and wwtp and updating the fiber cable to meet specs of new networking hardware.

FIREWALL network security: the plan is to combine WTP & WWTP firewall into one Cloud based Firewall, it will allow us to be more pro-active in administrating policies and monitoring and restricting network usage. But the above-mentioned needs to be implemented first.

GPS – Fully functional & holding monthly checkups with enterprise to go over any questions.

Servers – *JM - continuing to install all recommended security patches and OS updates on all NFWB servers due to recent cyber awareness concerns on a more frequent basis I have been doing this 2 days per week instead of every Sunday evening to ensure we are up to date.*

Security Camera: We are exploring other more cost-effective camera systems with security to replace most of Wcctv cameras. (Gina S, Holly R, Joe M)

Buffalo Alarm – to discuss new camera options with security. More information will be produced as we learn more about what we need. (Gina S, Holly R, Joe M)

Security Card system – Met with FOX fence to discuss upgrade options for security gate/card systems. Met again recently to discuss this project on 11/19/19. Carl has been put in lead to conduct this. (Jan 2,20)

**APPROVING DEDUCTION OF SEWER CHARGES FOR
WATER USED FOR IRRIGATION – NIAGARA GOLF PARTNERS LLC**

WHEREAS, Niagara Golf Partners LLC (“NGP”) has contracted with the City of Niagara Falls to manage the Hyde Park Golf Course; and

WHEREAS, NGP has made a written request for elimination of sewer charges for the water used to irrigate the golf course; and

WHEREAS, the water used for irrigating the golf course is metered separately from the office, restaurant, and driving range that also are managed by NGP, and NGP does not seek relief from sewer charges for the consumption reflected by the rest of its operations; and

WHEREAS, NGP has submitted an engineering report stating that no water used for irrigation burdens the Water Board’s stormwater or sanitary sewer systems; and

WHEREAS, most stormwater drainage from the golf course flows directly into Gill Creek, which flows through the golf course property; and

WHEREAS, Water Board staff have reviewed NGP’s submissions and confirmed that the only Water Board facilities that are impacted by drainage from the golf course are stormwater catch basins on or near Porter Road, which discharge directly to Gill Creek; and

WHEREAS, deducting the sewer charges from the bill for meter No. 301149, the meter through which water used to irrigate the golf course passes, will not eliminate all sewer charges associated with the property because sewer charges will continue unabated on the other water consumed by the course restaurant, office, and driving range; and

WHEREAS, the Water Board’s Wastewater Regulations at 21 NYCRR 1960.8 provide that “In the event that consumptive use precludes the use of water meter readings for determination of user charges, alternate metering may be substituted on a case-by-case basis pursuant to Water Board review and approval”; and

WHEREAS, requests for alternate metering must be carefully scrutinized because sewer charges support the cost of maintaining not only sanitary sewer infrastructure and treatment of wastewater, but also the stormwater collection system, and approval to deduct sewer charges from bills for metered consumption is appropriate only when it is possible to verify the consumptive use of metered water and that the metered water will not enter the sewer system, either through drains or as runoff; and

WHEREAS, the Water Board has determined that based on the specific facts and circumstances presented in this case, the deduction of sewer charges may be acceptable; and

WHEREAS, the Water Board desires to condition its approval of the deduct meter on reasonable conditions; and

WHEREAS, NGP has requested that the sewer charges be removed from the irrigation meter “for the past year and henceforth” but the Water Board will not retroactively approve the deduction of sewer charges from bills previously issued;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby approves the deduction of sewer charges for Niagara Golf Partners LLC (“NGP”) for meter No. 301149, the meter through which water used to irrigate the golf course passes, subject to the following conditions, to be agreed to in writing by NGP:

- (1) The agreement shall permit deduction of sewer charges from meter No. 301149 for bills issued after the date of this Resolution and through December 31, 2022. On expiration of the agreement, the Water Board will consider a renewal application with any conditions that it deems appropriate and subject to an appropriate fee;
- (2) The deduction agreement is personal to NGP and any successor operator must receive separate Water Board approval for deduction of sewer charges;
- (3) NGP will pay all costs associated with maintaining meter No. 301149 in a condition that is remotely-readable by the Water Board and any required backflow devices and other appurtenances that meet the requirements of Water Board staff;
- (4) No changes to meter No. 301149, or any pipes connected to that meter, may be made without the written approval of Water Board’s Executive Director;
- (5) NGP must permit inspections of records, plans, drawings, logs, or any other documents that may be used to verify that the water passing through meter No. 301149 is used for no purpose other than irrigation;
- (6) NGP must agree to allow the Water Board to inspect its facilities at any time to verify that the meter and associated piping is used only for irrigation of the golf course;
- (7) NGP must pay a one-time fee of \$500 to cover the Water Board’s costs associated with processing this request and inspecting the meter and associated pipes;
- (8) NGP must pay a quarterly charge of \$150 to cover the cost of reading and processing the deduct meter, inspections, and any other administrative costs; and

* CONTINUED ON NEXT PAGE *

IT IS FURTHER RESOLVED, that after meter No. 301149 and the associated piping has been reviewed and approved by Water Board staff as in compliance with the terms of this Resolution and any other reasonable conditions imposed by the Executive Director, and so long as said meter and its remote reader are functioning properly, the Water Board will read the meter at the same time as it reads the property's other water meters. The sewer charges associated with the water consumed through meter No. 301149 shall be removed from the bill; and

IT IS FURTHER RESOLVED, that no deduction of sewer charges for any previously-issued bills shall be allowed, and the agreement to deduct sewer charges will terminate immediately if Water Board staff determine that the water passing through meter No. 301149 is used for any purpose other than irrigation.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

General Counsel

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

Niagara Golf Partners LLC
4343 Porter Road
Niagara Falls, New York 14305
(716) 990-0125

April 18, 2020

TO: Niagara Falls Water Board
FROM: Richard L. Horn, President, Niagara Golf Partners LLC (NGP LLC)

Dear Water Board Members:

We are submitting another request to the Water Board in an attempt to eliminate the sewer taxes on water being distributed through our sprinkler system at the Hyde Park Golf Course. We have submitted other requests over the past year for the same purpose, however, it was indicated that we needed to provide a more detailed packet of information for the board to consider. We appreciated and heeded that sound advice.

We contracted with Engineer, Robert Curtis of RAC Engineering, who submitted his report with our earlier submissions. (Copy Attached) In support of his report we have now attached formal aerial photos, provided by the Water Board, that confirm his conclusions and support this request 100%.

We have attached three aerial views of the entire golf course property for your perusal. On Exhibit 1, it is clear to see the golf course property, homes and structures, as well as the Storm Sewer and Sanitary lines providing drainage to all of the above. We have highlighted the area where the clubhouse is located in a red circle and where the Sanitary and Storm Sewers are located. This area is metered separately from the water irrigation system and we agree that sewer charges are proper for this section.

On Exhibit 2, we have shown the same aerial view but with the perimeter of the golf course property outlined in black. In using the Water Board's aerial photos, it is a safe conclusion to have total confidence in the following determinations. There is **ZERO** amount of Storm Sewer or Sanitary lines running to the Board's filtration system. In fact, it is displayed in the North West section of the picture, that there are two Storm Sewer lines flowing from the City homes, through the golf course and into Gill Creek. On Exhibit 3, it is even more clearly depicted with the golf course displayed in a light green shade.

In light of the facts outlined above, supported by the Board's photos and our Engineer, we kindly respectfully request that the water pumped through our sprinkler system, via a separate meter, be exonerated of sewer taxes for the past year and henceforth. Once again, there is a **ZERO** amount of water from the sprinkler system that enters the Water Boards system, therefore, we trust that it is clear that no Sewer taxes should be levied on this metered water flow.

In conjunction with this request, we are aware that similar requests have been made and APPROVED, from companies within Niagara Falls. However, in the situation described above, the board approved a percentage of relief of Sewer taxes as their property was located in area that may have permitted Storm Sewer water to be sent to the filtration system. In our case, we have proven that there is **ZERO** possibility of that happening at the Hyde Park Golf Course, while using the Board's documents.

In closing, I would be delighted to appear before the board to further explain our position of this matter and to describe in greater detail our submitted packet if needed. Please feel free to contact me at any time at 716-990-0125 for any reason.

Sincerely,

A handwritten signature in blue ink that reads "Rick Horn". The signature is written in a cursive, flowing style.

Richard (Rick) L. Horn, President, NGP LLC

FILE COPY



Structural Engineering

Steel
Concrete
Masonry
Wood
Light Gage Framing

Foundation Engineering

Spread / Strip Footing
Drilled / Driven
Piles / Piers
Caisson

Building Inspection

NYS Home Inspection
Commercial Building Inspection
"Sinking Home Syndrome"
Evaluation

Expert Witness

Deposition / Testimony

Custom Home Design

New Design
Renovations
Remediation
Evaluations
Additions

Niagara Golf Partners
4343 Porter Road
Niagara Falls, NY 14305

Re: Drainage Evaluation

Attached you will find my drainage evaluation of the **Golf Course** at the address identified above.

If you have any questions, please contact me at your earliest convenience.

Very truly yours,

RAC Engineering, P.C.

Robert A. Curtis, P.E.
President

Cc: File



National Society of
Professional Engineers



THERE'S ALWAYS A SOLUTION IN
STEEL
Professional Member



This study was prepared to assist in evaluating the existing conditions and to provide structural information and considerations to assist with performance of this structure and its sustainability. The study has been prepared for the exclusive use of the property owner and related parties, for specific application to this site and project only.

This study is based on observations and measurements made during a single site visit, and recommendations were completed based on generally accepted structural engineering practices. The observations made are based on the condition observed during a finite time and may or may not reflect conditions prior to or after the time spent at the property indicated. No warranties, expressed or inferred, are made by the conclusions, opinions, recommendations or services provided.

DRAINAGE EVALUATION

Review:

The following evaluation is based upon my personal observation of the site, being consistent with existing Digital Elevation Models (DEM) with 10-meter spacing (developed in partnership between USGS and NYSDEC) using contour lines compiled for USGS 7.5-minute quadrangle maps; the New York State Stormwater Management Design Manual and generally accepted stormwater management practices; the 1990 Hyde Park Golf Course irrigation system "as built" drawings, and my direct familiarity with the property developed during my former tenure as the City of Niagara Falls City Engineer.

Evaluation Limitations:

This property is uniquely situated within the geographical boundaries and operations of the Niagara Falls Water Board operations, and as such, this evaluation is:

1. Limited to, and specific to, the Hyde Park Golf Course, and
2. Should not in any way be interpreted as applicable to lands not specifically referred to herein.

Observations:

The Hyde Park Golf Course is located on Porter Road in the City of Niagara Falls and is presently being operated by a private entity under license from the City of Niagara Falls, New York. This course is comprised of 36 golf holes, of which 27 are in use, driving range, putting green, a club house with restaurant and locker rooms, a service building, and a small concession stand. The golf facility is part of a larger park known as Hyde Park.

Gill Creek runs from North to South through the golf course and into the park proper.

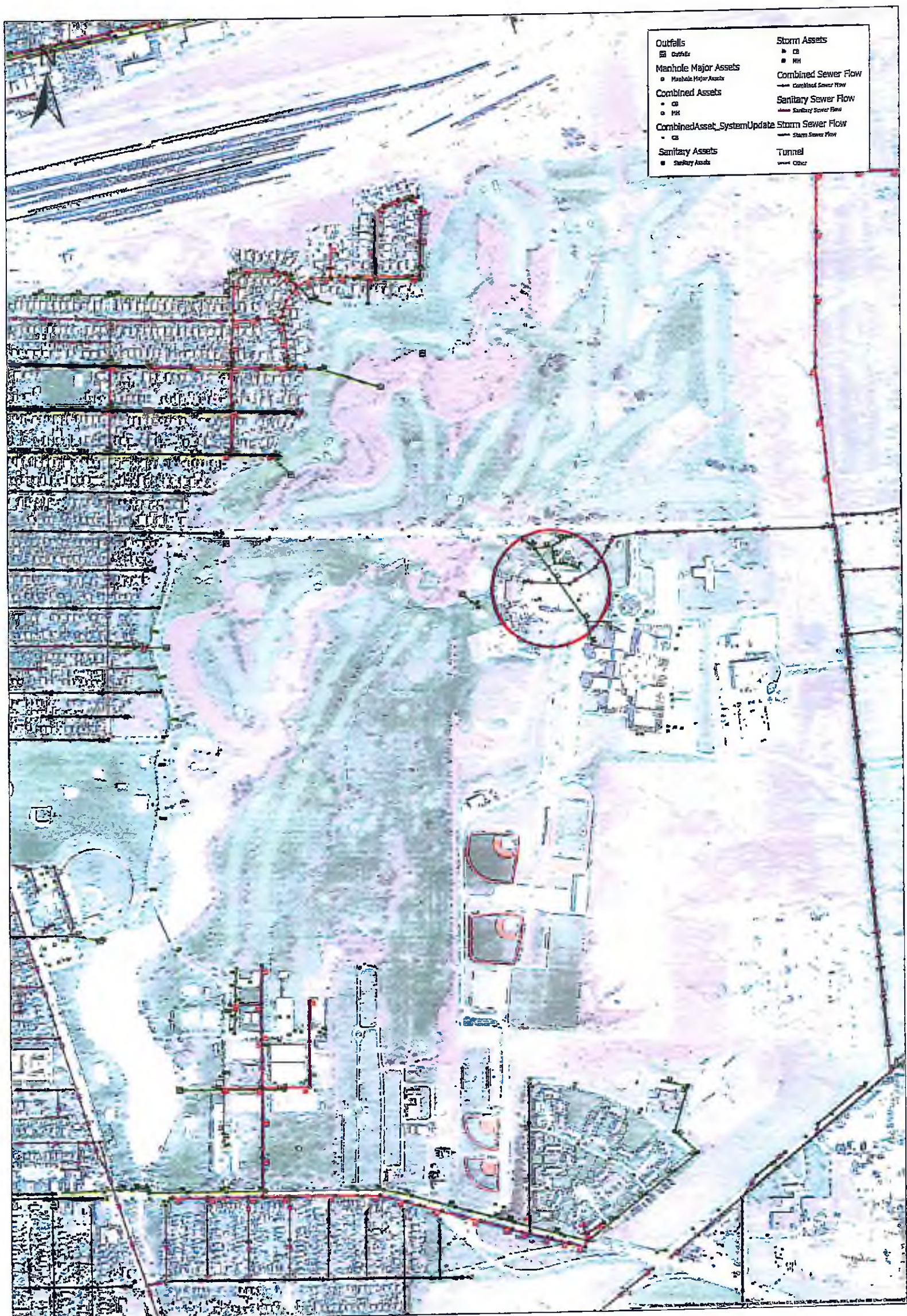
There does exist three stormwater catch basins located on or near the Porter Road, each of which discharge into Gill Creek.

No known catch basins discharge into the City stormwater collection system in or contiguous to the subject property. Further, these catch basins do not, in my opinion, intercept any sheet drainage from the existing irrigation system.

Conclusion:

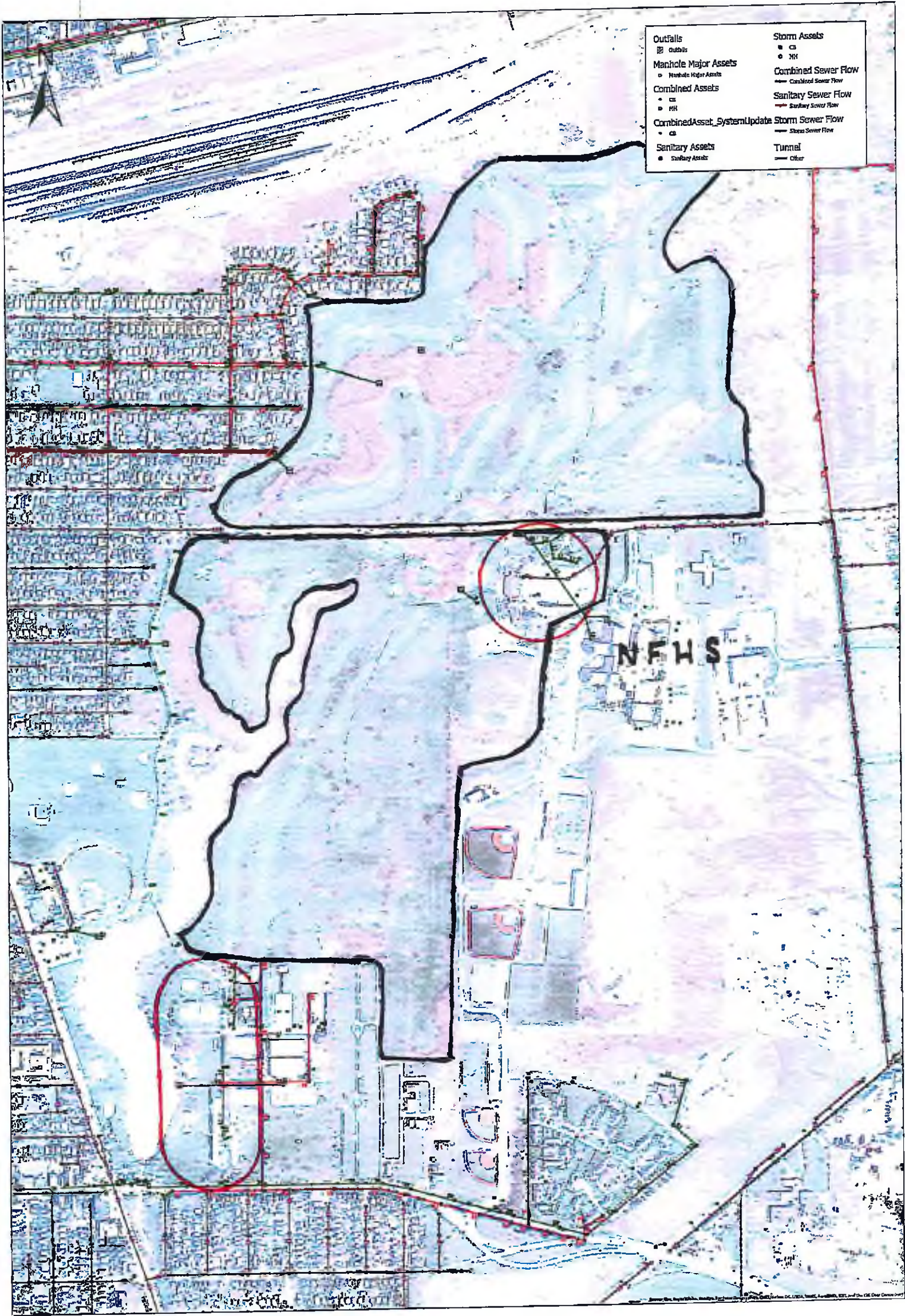
Water discharged by the Hyde Park Golf Course existing irrigation system does not enter the Niagara Falls Water Board stormwater or sanitary collection systems

EXHIBIT 1



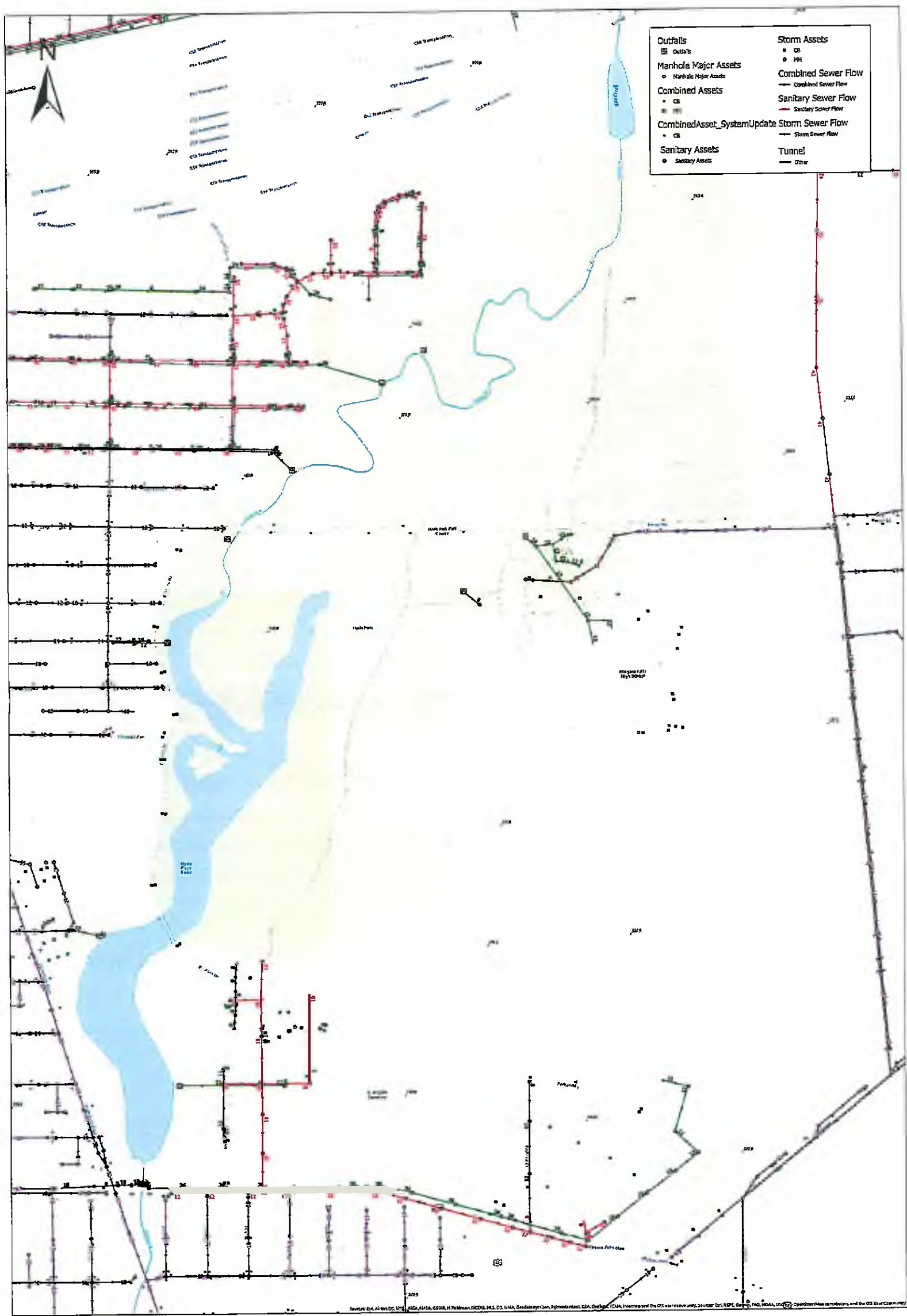
Hyde Park Golf Course - Sewer

EXHIBIT 2



Hyde Park Golf Course - Sewer

EXHIBIT 3



Hyde Park Golf Course - Sewer

Golf Course Water and Sewer Historical Usage

The following data pertains to the meter for which Niagara Golf Partners, LLC, seeks a deduct meter agreement. Approval of a deduct meter agreement would mean reduction or elimination of the sewer charge.

Meter 301149 (Golf Course)

2017: Water- \$18,989.58

Sewer- \$35,341.46

2018: Water- \$54,562.25

Sewer- \$110,830.16

2019: Water- \$19,024.08

Sewer- \$36,340.30

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-002

**AWARD BID FOR 10 INCH WATER MAIN REPAIR PROJECT
NIAGARA FALLS BOULEVARD AND 56TH STREET**

WHEREAS, the Niagara Falls Water Board (“Water Board”) identified a need to repair a section of 10-inch water main near the intersection of Niagara Falls Boulevard and 56th Street; and

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

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

WHEREAS, the verified and qualified low bidder for the project is 4th Generation Contracting, Inc., with a total base bid item price of \$73,720;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with 4th Generation Contracting, Inc., for the repair of a 10-inch water main near the intersection of Niagara Falls Boulevard and 56th Street, for a total amount not to exceed the bid of \$73,720.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Item W30 – Water Infrastructure Miscellaneous

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



City of Niagara Falls, New York

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

ENGINEERING DEPARTMENT

June 17, 2020

Niagara Falls Water Board

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

Attention: Mr. Patrick Fama
Executive Director

Mr. Fama:

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

10" WATER MAIN REPAIR PROJECT NIAGARA FALLS BOULEVARD and 56th STREET

Arithmetical and typographical errors (if any) have been corrected and the entire package is offered for your continued review, reference, and ultimate contract award. The verified and qualified low bidder for this project is:

4TH GENERATION CONTRACTING, INC.
5650 SIMMONS AVENUE
NIAGARA FALLS, NEW YORK 14304

at the total base bid item price of: **\$ 73,720.00**

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

Sincerely,

Robert Buzzelli
Civil Engineer III

attachments (2)

cc: file

**CONTRACT: 10" WATER MAIN REPAIR PROJECT
 NIAGARA FALLS BOULEVARD and 56TH STREET**

BID OPENING: JUNE 17, 2020, 2:00PM

SHEET 01 OF 01

BID SECURITY: 5%

				4TH GENERATION CONSTRUCTION, INC.		MARK CERRONE INC.		PINTO CONSTRUCTION SERVICES			
#	BID ITEM	QTY.	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	10" DIAMETER DUCTILE IRON PIPE	20	L.F.	1,500.00	30,000.00	1,600.00	32,000.00	6,000.00	120,000.00		
2	PAVEMENT SAWCUTTING	60	L.F.	12.00	720.00	18.00	1,080.00	40.00	2,400.00		
3	MISCELLANEOUS SAWCUTTING		NIC								
4	SUBBASE COURSE - TYPE 2 STONE (12" Compacted Thickness)	30	S.Y.	30.00	900.00	99.00	2,970.00	84.00	2,520.00		
5	ASPHALT CONCRETE BASE COURSE - TYPE 1 (8" Compacted Thickness)	30	S.Y.	30.00	900.00	222.00	6,660.00	195.00	5,850.00		
6	ASPHALT CONCRETE BINDER COURSE - TYPE 3 (2" Compacted Thickness)	30	S.Y.	20.00	600.00	128.00	3,840.00	90.00	2,700.00		
7	ASPHALT CONCRETE TOP COURSE - TYPE 7 (1-1/2" Compacted Thickness)	30	S.Y.	20.00	600.00	77.00	2,310.00	90.00	2,700.00		
8	MAINTENANCE & PROTECTION OF TRAFFIC	1	L.S.	38,000.00	38,000.00	22,840.00	22,840.00	55,000.00	55,000.00		
9	MOBILIZATION	1	L.S.	2,000.00	2,000.00	2,800.00	2,800.00	7,600.00	7,600.00		
				\$73,720.00		\$74,500.00		\$198,770.00			
				1		2		3			

10" WATER MAIN REPAIR PROJECT - 56TH ST. & NIAGARA FALLS BLVD
 BID SECURITY - CERTIFIED CHECK/BID BOND

BID OPENING: JUNE 17, 2020

BID SECURITY - 5%

TIME: 2:00P.M.

DATE	CONTRACTOR	ADDRESS	BANK/COMPANY	CHECK #	AMOUNT	RETURNED
17 Jun	PINTO	132 DINGBANKS ST. Buffalo, NY	ALGELS	+	5%	
	4 TH GENERATION	5650 Simmons New York	du Reynolds	+	5%	
	mei	2368 Maryland New York	ITANOVER	+	5%	

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-003

WWTP SECURITY CAMERA SYSTEM UPGRADES

WHEREAS, the Niagara Falls Water Board (“Water Board”) desires to replace the security camera system used at the wastewater treatment plant to increase system reliability, add monitoring options, and eliminate monthly recurring charges for data; and

WHEREAS, Water Board staff have solicited proposals for the labor and materials needed for the desired security camera system upgrades, and the firm offering a system for the lowest total cost to the Water Board is Digital Surveillance Solutions, providing pricing based on NYS Office of General Services Contract No. PT68787; and

WHEREAS, the Digital Surveillance Solutions quote totals \$22,791.26, and includes payment of prevailing wages; and

WHEREAS, the total cost of this project will be reduced by Water Board staff procuring the server necessary for the upgraded camera system through an Office of General Services contract with Dell and installing it in-house, at a total material cost not expected to exceed the Executive Director’s \$10,000 procurement authority;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with Digital Surveillance Solutions to upgrade the security camera system at the wastewater treatment plant for a total payment not to exceed \$22,791.26 and to approve the additional procurement of the server needed for the upgraded system directly by Water Board staff provided that this additional cost does not exceed the Executive Director's procurement authority.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Item S-8, WWTP Infrastructure Projects – Misc.

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

IP Video Network 2020

Prepared For:

Gina Senia
Niagara Falls Water Board
5815 Buffalo Ave.
Niagara Falls, NY 14304
United States
gsenia@nfwb.org

Prepared By:

Bill Taglis
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
billt@dssvideo.com
7165970369

Quote #	Sales Rep	State Contract
DSSQ2965	Bill Taglis	PT68787

Item Number	Description	QTY	Unit Price	Total Price
Camera 1 - Administration Building				
0888-001	Axis AXIS P3228-LVE	1	\$1,033.06	\$1,033.06
Camera 2 - Administration Building				
0886-001	Axis AXIS P3227-LVE	1	\$845.06	\$845.06
Camera 3 - Basin				
01048-001	Axis AXIS P3807-PVE	1	\$1,268.06	\$1,268.06
5504-821	Axis AXIS T91D61 WALL MOUNT	1	\$78.96	\$78.96
Camera 4 - East Gate				
01178-001	Axis AXIS M3058-PLVE	1	\$798.06	\$798.06
5507-601	Axis AXIS T94R01B CORNER BRACKET	1	\$55.46	\$55.46
5506-481	Axis AXIS T91E61 WALL MOUNT	1	\$36.66	\$36.66
5505-871	Axis AXIS T94T01D PENDANT KIT	1	\$46.06	\$46.06
Camera 5 - CCT				
01593-001	Axis AXIS P3245-LVE	1	\$657.06	\$657.06
5505-871	Axis AXIS T94T01D PENDANT KIT	1	\$46.06	\$46.06
01473-001	Axis AXIS T91B67 POLE MOUNT 65-165MM	1	\$89.30	\$89.30
Camera 6 - Garbage Bay				
01593-001	Axis AXIS P3245-LVE	1	\$657.06	\$657.06
Camera 7 - Back Lot				
01500-001	Axis AXIS P3719-PL	1	\$1,503.06	\$1,503.06

Item Number	Description		QTY	Unit Price	Total Price
01513-001	Axis	AXIS T94N01D PENDANT KIT	1	\$83.66	\$83.66
5504-821	Axis	AXIS T91D61 WALL MOUNT	1	\$78.96	\$78.96
5017-641	Axis	AXIS T91A64 BRACKET CORNER	1	\$74.26	\$74.26
Camera 8 - Thickened Sludge					
01500-001	Axis	AXIS P3719-PLE	1	\$1,503.06	\$1,503.06
01513-001	Axis	AXIS T94N01D PENDANT KIT	1	\$83.66	\$83.66
5504-821	Axis	AXIS T91D61 WALL MOUNT	1	\$78.96	\$78.96
5017-641	Axis	AXIS T91A64 BRACKET CORNER	1	\$74.26	\$74.26
Camera 9 - Warehouse					
0886-001	Axis	AXIS P3227-LVE	1	\$845.06	\$845.06
Camera 10 - Lower Gorge Pump House					
0886-001	Axis	AXIS P3227-LVE	1	\$845.06	\$845.06
Wireless Network Equipment					
NBE-5AC-Gen2	Ubiquiti	5 GHz NanoBeam AC, Gen2	6	\$98.51	\$591.06
ISO-BEAM-19	Ubiquiti	NanoBeam 19 Isolator Shield	6	\$11.94	\$71.64
UB-AM	Ubiquiti	Ubiquiti UB-AM Antenna Mount for Antenna	6	\$19.95	\$119.70
TC-Con-100		Ubiquiti TC-Con-100 - Tough Cable Connectors	24	\$0.62	\$14.88
ES-8-150W		Ubiquiti EdgeSwitch, 8-Port, 150W	6	\$198.01	\$1,188.06
TC-PRO		Ubiquiti TC-L1 - Tough Cable Level 1 by UBNT Cat5e 1000FT	200	\$0.16	\$32.00
1213 004U1000		CMP-00424BEL-5-05 - Cat5e, Plenum, Yellow	200	\$0.29	\$58.00
NB141207-1HF	L-Com	L-Com NB141207-1HF 14x12x7 120 VAC Weatherproof Enclosure Fan/Heat Controller - Not on NYS OGS Contract	3	\$300.00	\$900.00
Milestone Software and Licensing					
XPEXPLUSBL	Milestone	XProtect Express+ Base License	1	\$17.86	\$17.86
XPEXPLUSDL	Milestone	XProtect Express+ Device License	10	\$70.50	\$705.00
YXPEXCL	Milestone	One year Care Plus for XProtect Express Device License	10	\$12.22	\$122.20
Professional Services					
CCTV/Surveillance Camera System	DSS Labor	Installation - Administration Building IP Cameras 1 & 2	4	\$130.00	\$520.00
CCTV/Surveillance Camera System			3	\$130.00	\$390.00

Item Number	Description		QTY	Unit Price	Total Price
CCTV/Surveillance Camera System	DSS Labor	Installation - Basin IP Camera 3	2	\$130.00	\$260.00
	DSS Labor	Installation - East Gate IP Camera 4			
CCTV/Surveillance Camera System	DSS Labor	Installation - CCT IP Camera 5	2	\$130.00	\$260.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Garbage Bay IP Camera 6	2	\$130.00	\$260.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Back Lot - IP Camera 7	4	\$130.00	\$520.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Thickened Sludge - IP Camera 8	3	\$130.00	\$390.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Warehouse - IP Camera 9	2	\$130.00	\$260.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Lower Gorge Pump House - IP Camera 10	2	\$130.00	\$260.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Ubiquiti Wireless Bridge Equipment and Switches	12	\$130.00	\$1,560.00
CCTV/Surveillance Camera System	DSS Labor	Installation - Outdoor Equipment Cabinets	6	\$130.00	\$780.00
CCTV/Surveillance Camera System	DSS Labor	Installation and Programming of Milestone Software and Licensing	8	\$130.00	\$1,040.00
Offsite Integration/Maintenance	DSS Labor	Programming of IP Cameras into Milestone, and adjusting settings	5	\$130.00	\$650.00
Project/Program Manager	DSS Labor	Project Management	8	\$130.00	\$1,040.00

SUBTOTAL	\$22,791.26
SALES TAX	\$0.00
Optional Item Total	\$0.00
TOTAL	\$22,791.26

Taxes, shipping, handling and other fees may apply. DSS reserves the right to cancel orders arising from pricing or other errors. By signing below, I hereby acknowledge and accept all terms set forth by this scope of work and proposal:

Signature Date

Niagara Falls Water Board

IP Surveillance SOW

1. Camera 1 – Admin Building Exterior Overview
 - 1.1. Mounted on the building to the right of the doors and facing the basin area and parking areas
 - 1.2. The NFWA provided CAT6 Network Cable will be connected to a NFWA network switch
 - 1.2.1. The IP Camera will be powered with a POE Injector
2. Camera 2 – Admin Building Exterior Overview
 - 2.1. Mounted on the building to the left of the doors and facing the driveway and West Gate employee entrance
 - 2.2. The NFWA provided CAT6 Network Cable will be connected to a NFWA network switch
 - 2.2.1. The IP Camera will be powered with a POE Injector
3. Camera 3 – Basin overview Exterior Overview
 - 3.1. Mounted on the façade of the building in line with the middle walkway
 - 3.1.1. A pole mount kit will be installed to allow for the IP Camera to extend out past the in-place light fixture
 - 3.2. The NFWA provided CAT6 Network Cable will be connected to a NFWA network switch
 - 3.2.1. The IP Camera will be powered with a POE Injector
4. Camera 4 – East Gate Exterior (Wireless Network Bridge)
 - 4.1. Mounted near the top of the building above the door, using a telescopic parapet
 - 4.2. Ubiquiti Radio will be mounted to the building connecting to an Ubiquiti radio mounted to the main building
 - 4.2.1. A network connection will need to be in-place to connect the Garbage area switch to the NFWA network. The data cable run will be the responsibility of the NFWA
 - 4.3. Ubiquiti 8 Port POE switch will be installed in the Security Building
 - 4.3.1. IP Camera will get its power from the switch
 - 4.3.2. The Ubiquiti radio will connect to the switch
5. Camera 5 – CCT Exterior (Wireless Network Bridge)
 - 5.1. Mounted to an 8' pole that is attached to the new power installation.
 - 5.1.1. The Ubiquiti radio will connect back to an Ubiquiti radio on the main building
 - 5.2. An all-weather enclosure will be mounted to the back of the new power installation that will house an Ubiquiti POE Switch.
 - 5.2.1. A power source will be needed to plug the switch into
 - 5.2.1.1. Switch will provide power to the IP Camera and Ubiquiti radio
6. Camera 6 – Garbage Bay Interior
 - 6.1. Mounted in same position as the existing WCCTV camera
 - 6.1.1. Connected the Ubiquiti switch in the Garage Bay area for POE
7. Camera 7 – Backlot Overview
 - 7.1. Mounted on the corner of the building using a corner mount bracket
 - 7.1.1. Connected the Ubiquiti switch in the Garage Bay area for POE

8. Camera 8 – Thickened Sludge Building (Wireless Network Bridge)
 - 8.1. Mounted on the corner of the building using a corner mount bracket
 - 8.1.1. The Ubiquiti radio will connect back to an Ubiquiti radio on the main building
 - 8.2. An all-weather enclosure will be mounted to the back of the new power installation that will house an Ubiquiti POE Switch.
9. Camera 9 – Warehouse (Wireless Network Bridge)
 - 9.1. Mounted near the corner of the building
 - 9.1.1. The Ubiquiti radio will connect back to an Ubiquiti radio on the main building
 - 9.2. An all-weather enclosure will be mounted to the back of the new power installation that will house an Ubiquiti POE Switch.



Gina Senia
Safety Specialist
Niagara Falls Water Board
5815 Buffalo Ave.
Niagara Falls, NY 14304

7/10/2020

Dear Gina Senia,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring (IP video OR access control) additions. Please find the following scope of work.

Scope of work:

See Attached Statement of Work for IP Camera detail.

DSS will install the Milestone Software onto the NFWA provided servers and define the storage space.

DSS will install the Milestone Smart Client onto (1) user work station and provide training on how to operate it.

DSS will penetrate building(s) to mount the IP Cameras as neccessary.

Exclusions/Out of Scope:

NFWB is responsible for all data cable runs, building penetrations, and conduit installation, and back boxes where neccessary.

NFWB is responsible for all mounting assets including providing new poles in areas that require a new mount point.

NFWB is responsible for allocating the server for the Milestone Video Managemnet Software, and the subsequent video archive drives. Server sizing sepcs have been provided by DSS.

NFWB is responsible for providing a boom lift for the use in hanging exterior cameras.

NFWB is responsible for supplying power where it is required.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Niagara Falls Water Board will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Video Surveillance System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Niagara Falls Water Board in all aspects of the project. POC responsibilities includes:
 - a. Serve as the interface between Digital Surveillance Solutions, Inc. and Niagara Falls Water Board
 - b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
 - c. Schedule meeting/training rooms as necessary.
 - d. Work with Digital Surveillance Solutions to administer any project change orders.
 - e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
 - f. Resolve deviations from project plans that may be caused by Niagara Falls Water Board
 - g. Help resolve project issues, and escalate issues within Niagara Falls Water Board.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Niagara Falls Water Board.
10. Environmental conditions required by hardware manufacturers will be maintained by Niagara Falls Water Board for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Niagara Falls Water Board.
11. Niagara Falls Water Board to collaborate with DSS on the creation of the business rules that govern the utilization of the video surveillance system.

Terms:

1. Niagara Falls Water Board to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Niagara Falls Water Board or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Niagara Falls Water Board assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Niagara Falls Water Board with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Niagara Falls Water Board is responsible for removal of old product, which may include but not limited to, cameras, cabling, recording equipment i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.



digital surveillance solutions

4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Niagara Falls Water Board for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Niagara Falls Water Board.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Bill Taglis
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

**MASTER CONTRACT FOR WASTEWATER TREATMENT PLANT
PROTECTIVE MEASURES PROJECT GRANT**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has been awarded a FEMA Hazard Grant Mitigation Program (“HGMP”) grant for Project No. 4204-0003, to construct flood protection measures for the Niagara Falls Waste Water Treatment Plant (“WWTP”); and

WHEREAS, these grant funds are distributed through the New York State Division of Homeland Security and Emergency Services (“DHSES”), and are contingent on the parties’ execution a master contract for the grant which contains various terms and conditions for the grant funding; and

WHEREAS, the Water Board received “Phase 1” grant funding totaling \$156,053, which was used during the project design and engineering phase; and

WHEREAS, after completion of the project design and engineering phase, the project was approved for grant funding to assist in the cost to construct the project, referred to as “Phase 2”; and

WHEREAS, DHSES has requested that the Water Board execute grant Master Contract No. C000804; and

WHEREAS, the amended total amount of the Master Contract, including both the Phase 1 and Phase 2 funds, is \$2,853,778; and

WHEREAS, the Water Board desires to receive these grant funds and agrees to comply with the terms and conditions set forth in Master Contract No. C000804;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes its Executive Director to execute Master Contract No. C000804, together with any other documents as may be required to obtain the grant funding provided for Project No. 4204-0003.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 11.1 (For Water Board Share of Project Costs)

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

May 21, 2020

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

RE: HMGP Project # 4204-0003, Contract # C000804
Niagara Falls Water Board
Niagara Falls Waste Water Treatment Plant Protective Measures, Phase II

Dear Director Fama:

In accordance with instructions from our Legal and Fiscal Departments, enclosed are Contract Agreements between the New York State Division of Homeland Security and Emergency Services (NYS DHSES) and the Niagara Falls Water Board regarding the above- referenced project.

Please sign and notarize five (5) originals and send them all back to our office. However, in order to start the contract approval process sooner, please email me one (1) signed and notarized copy of the signature page. This Agreement must be signed by all parties and approved by the New York State Attorney General and the Office of the State Comptroller before any payments can be made on this project. Once the agreement is approved, we will provide you will a copy.

If you have any questions, or if you require additional information, please contact me directly (518) 474-1835.

Sincerely,

Tom Cowin

Tom Cowin
Project Manager, Hazard Mitigation Programs
Enclosure

cc: Doug Williamson, NFWB
Kendra Walker, NFWB

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A, Floor 4 Albany, New York 12242</p>	<p>BUSINESS UNIT/DEPT. ID: DHS01</p> <p>CONTRACT NUMBER: C000804</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Niagara Falls Water Board</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>Niagara Falls Water Board</p>	<p>PROJECT NAME:</p> <p>HMGP: 4204-0003 (Phase 2) Niagara Falls Waste Water Treatment Plant</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1100025704 Federal Tax ID Number: 56-2371487 DUNS Number (if applicable): 093952807</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>97.039</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, New York 14304</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C000804

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 11/13/2017 To: 12/22/2018</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 11/13/2017 To: 12/22/2018</p> <p>AMENDED TERM:</p> <p>From: 11/13/2017 To: 06/01/2021</p> <p>AMENDED PERIOD:</p> <p>From: 11/13/2017 To: 06/01/2021</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 156,053.00</p> <p>AMENDED: \$ 2,853,778.00</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions
<input checked="" type="checkbox"/> A-2 Federally Funded Grants and Requirements Mandated by Federal Laws |
| <input checked="" type="checkbox"/> Attachment B: | <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> B-1 Expenditure Based Budget
 <input checked="" type="checkbox"/> B-3 Capital Budget
 <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)
 <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)
 <input type="checkbox"/> B-3(A) Capital Budget (Amendment)
 <input type="checkbox"/> B-4(A) Net Deficit Budget (Amendment) </div> <div> <input type="checkbox"/> B-2 Performance Based Budget
 <input type="checkbox"/> B-4 Net Deficit Budget </div> </div> |
| <input checked="" type="checkbox"/> Attachment C: Work Plan
<input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule
<input checked="" type="checkbox"/> Other: FEMA Approval Letter (05/01/20)
Exhibit E | |

Contract Number: # C000804

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

Contract Number: # C000804

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1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report:* The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report:* Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of

\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Agency-Specific Terms and Conditions

1. DEFINITIONS.

- a) DHSES refers to the New York State Division of Homeland Security and Emergency Services.
- b) FEMA refers to the Federal Emergency Management Agency.
- c) Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program: but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. The Subrecipient may also be referred to as the "Contractor," "Sub-Applicant," or "Sub-grantee" as defined in the Master Contract, the grant application which gave rise to this contract, or any other state or Federal laws, rules or regulations which govern this agreement.

2. NOTICE. Pursuant to Section I, paragraph J of the Master Contract, all notices shall be in writing and shall be addressed to:

- a) For the State:
Hazard Mitigation Program
4th Floor
1220 Washington Ave. Bldg.7A
Albany, NY 12226

- b) For the Subrecipient:
(See contract face page)

3. VENDOR RESPONSIBILITY (Required for all contracts that equal or exceed \$100,000).

- a) Pursuant to Section IV, paragraph B, subparagraphs 3 & 4 of the Master Contract, and in accordance with State Finance Law §163(9)(f) and Executive Order 192, prior to entering into an agreement with a contractor, Subrecipient must require each contractor to submit a Vendor Responsibility Questionnaire so that DHSES may determine whether the proposed contractor is a responsible vendor. If the Subrecipient's contractor enters into a contract with a subcontractor that equals or exceeds \$100,000, that subcontractor must also submit a Vendor Responsibility Questionnaire.
- b) Whenever a Subrecipient contractor or subcontractor is required to submit a Vendor Responsibility Questionnaire, said contractor or subcontractor must comply with Section IV, paragraph N of the Master Contract.
- c) Subrecipient shall include the Vendor Responsibility provisions found in in Section IV, paragraph N of the Master Contract in all contracts that equal or exceed \$100,000, and shall be responsible for contractor and subcontractor compliance.

4. FINAL PAYMENT.

- a) Project Grants- Final payment will not be made until all grant requirements have been met.
- b) Planning Grants- Final payment will not be made until the plan has been adopted by 50% or more of the participating local jurisdictions within the approved multi-jurisdictional planning area.

5. NEW YORK STATE HAZARD MITIGATION PLANNING STANDARDS (Applicable to Planning Grants only).

Subrecipient must meet requirements as outlined in the New York State Hazard Mitigation Planning Standards as identified and scoped in your approved application (attached).

6. IRAN DIVESTMENT ACT. By entering into this Agreement, Subrecipient certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non- Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Subrecipient further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Subrecipient agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Subrecipient also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHSES will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Subrecipient in default.

DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

7. ENERGY EFFICIENCY. The Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. PERSONALLY IDENTIFIABLE INFORMATION. All Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

9. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).

The Subrecipient shall comply with New York State bonding requirements, unless they have not been approved by FEMA, in which case the Subrecipient shall comply with the following minimum bonding requirements:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the Subrecipient for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Subrecipient’s obligations under such contract.
- c) A payment bond on the part of the Subrecipient for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract C 000804
Attachment A-2
Terms and Conditions for Federally-Funded Grants

The following terms and conditions apply to any contract for which any portion of the funding is derived from a Hazard Mitigation Assistance grant made by the Federal Emergency Management Agency through DHSES. These terms and conditions are in addition to all grant specific terms and conditions specified in the Conditional Letter of Approval provided by FEMA which is attached to the Contract made a part thereof.

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the Hazard Mitigation Assistance funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **REQUIREMENT FOR SYSTEM OF AWARD MANAGEMENT.** Subrecipient shall maintain the currency of its information in the System of Award Management (SAM) until submission of the final financial report required under this award or receipt of the final payment, whichever is later, as required by 2 CFR Part 25 and Appendix II to Part 25.
4. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow DHSES to comply with the applicable regulations governing the FEMA-State Agreement. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants is listed below:
 - a) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - b) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, & other Non-Profit Organizations
 - c) 2 CFR Part 200 (OMB Circular A-87), Subpart E, Cost Principles
 - d) 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions
 - e) OMB Circular A-122, Cost Principles for Nonprofit Organizations
 - f) 2 CFR Part 200, Subpart F, Audit Requirements
 - g) OMB Circulars A-94 and A-133
5. **HAZARD MITIGATION ASSISTANCE REQUIREMENTS**
 - a) New York State Administrative Plan for the Hazard Mitigation Program
 - b) Sections 203 (PDM) and 404 (HMGP) of the Stafford Act (42 USC 5121 *et seq.*)
 - c) Sections 1323 (RFC), 1361A (SRL), 1366 (FMA) of the National Flood Insurance Act of 1968, as amended (42 USC 4001 *et seq.*)
 - d) Section 322 of the Stafford Act and 44 CFR Part 201 (Mitigation Planning)
 - e) Section 324 of the Stafford Act and 44 CFR Part 207 (Management Costs)
 - f) National Historic Preservation Act, as amended (54 U.S.C. § 300101 *et seq.*)
 - g) Section 106 of the National Historic Preservation act (16 U.S.C. § 470)

- h) EO 11593: Identification and protection of historic properties
 - i) Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 *et seq.*)
 - j) National Environmental Policy Act, as amended (42 U.S.C. § 4321 *et seq.*)
 - k) EO 11988: Floodplain Management and EO 11990: Protection of Wetlands (44 CFR Part 9)
 - l) National Environmental Policy and Environmental Considerations (44 CFR Part 10)
 - m) Floodplain Management (44 CFR Part 60)
 - n) Flood Mitigation Grants (44 CFR Part 79)
 - o) Property Acquisition and Relocation for Open Space (44 CFR Part 80)
 - p) Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N)
 - q) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents
 - r) Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations
 - s) Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders
6. **ADVANCE PAYMENTS.** DHSES, at its own discretion, may approve advance payments to the Subrecipient. Subrecipient agrees to expend the advance payments in accordance with the purposes set forth in Attachment C and consistent with Attachment B. Advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which requires the Sub-Recipient to promptly remit back to the federal government, through DHSES, any interest earned on these advanced funds. The Sub-Recipient may keep interest earned up to \$100 per federal fiscal year (local government) or \$250 per federal fiscal year (not-for-profit) for administrative expenses. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.
7. **USE OF GRANT FUNDS.** Any cost allowable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or terms and conditions of the Federal awards or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal awards.
8. **FEDERAL DEBT.** Subrecipient certifies that it is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments. (See OMB Circular A-129 and form SF-424B, item number 17).
9. **CONFLICTS OF INTEREST.** The Subrecipient shall notify DHSES as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the DHSES is able to assess such actual or potential conflict. The Subrecipient shall provide DHSES any additional information necessary for DHSES to fully assess and address such actual or potential conflict of interest.
10. **DEBARMENT AND SUSPENSION (Applicable to all contracts exceeding \$25,000).** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by DHSES. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to DHSES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
11. **SUBCONTRACTING.** The Subrecipient represents to DHSES that all work shall be performed by personnel

experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. None of the goals, objectives or tasks, as set forth in Attachment C, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed. The Subrecipient must include the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These terms and conditions are found in Exhibit E, NYS Division of Homeland Security and Emergency Services Supplementary Conditions for Hazard Mitigation Assistance Contracts. A copy of which has been provided for reference with this contract.

The Subrecipient agrees that all subcontractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- a) Activities to be performed;
- b) Time schedule;
- c) Project policies;
- d) Other policies and procedures to be followed;
- e) Dollar limitation of the Contract;
- f) Attachment A-1, Attachment C, Attachment E, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- g) Applicable federal and/or State cost principles to be used in determining allowable costs;
- h) and Property Records or Equipment Inventory Reports

12. **AUDIT / ACCESS TO RECORDS.** The Subgrantee, DHSES, FEMA, the Comptroller General of the United States, New York State Office of State Comptroller, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.
13. **SINGLE AUDIT REQUIREMENTS.** For audits of fiscal years beginning on or after December 26, 2014, Subrecipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200. The Subrecipient must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year or communicate in writing to DHSES that Subrecipient is exempt from such requirement.
14. **MAINTENANCE/RETENTION OF RECORDS.** The Subrecipient shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 44 C.F.R. Part 13 (October 1, 2012) (or other applicable laws and program requirements, such as 2 C.F.R. Part 200), or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.
15. **PROGRAM INCOME.** Program income earned by the Subrecipient during the grant funding Period must be

reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the Subrecipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. The Subrecipient agrees to report the receipt and expenditures of grant program income to DHSES. (2 CFR §200.307)

16. **ACCOUNTING FOR GRANT EXPENDITURES.** The Subrecipient agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations. Grant funds may be expended only for purposes and activities set forth in this Contract. If the Subrecipient receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
17. **ACKNOWLEDGEMENT AND USE OF SEALS, LOGOS, CRESTS, & LIKENESSES.** Subrecipient must acknowledge its use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds. Additionally, Subrecipient must obtain approval prior to using the DHS, FEMA, and/or NYS DHSES seal(s), logos, crests or likenesses of DHS, FEMA, and/or DHSES agency officials.
18. **USE OF HOTEL OR MOTELS (If applicable).** Pursuant to § 6 of the Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. §2225a), Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2225).
19. **FLOOD INSURANCE REQUIREMENT (If the total cost of construction or acquisition exceeds \$10,000).** If the Subrecipient engages in construction or acquisition in a special flood hazard area, it must purchase flood insurance in compliance with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234).
20. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION (Applicable to the purchase of ALL interests in real property acquired for project purposes).** Subrecipient must comply with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) and Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
21. **US EXECUTIVE ORDER 13224.** Subrecipient, its contractors and subcontractors, must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
22. **LOBBYING (Applicable to contracts exceeding \$100,000).** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
 - a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

INTELLECTUAL PROPERTY

23. **COPYRIGHT.** Any creative or literary work developed or commissioned by the Subrecipient with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
- a) If DHSES shares its right to copyright such work with the Subrecipient, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Subrecipient, Contractor, or a subcontractor purchases ownership with grant support.
 - b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Subrecipient, Contractor, or a subcontractor purchases ownership with such grant support.
 - c) The Subrecipient shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:
"This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security."
24. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and DHSES in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

TERMINATION

25. **FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Contract, DHSES shall thereupon have the right to terminate this Contract by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient

under this contract shall, at the option of the DHSES, become DHSES's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to DHSES for damages sustained by the DHSES by virtue of any breach of the Contract by the Subrecipient, and DHSES may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due DHSES from the Subrecipient is determined.

26. **FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** DHSES may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Contract is terminated by DHSES as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

27. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subgrantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
28. **TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.
29. **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis

of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from FEMA.

30. **NONDISCRIMINATION.** The Subrecipient shall comply with other federal and state statutory, regulatory and constitutional non-discrimination provisions. During the performance of this contract, the Subrecipient agrees as follows:

- a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- d) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however,

that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subgrantee shall include the following Specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Subrecipient or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the Subrecipient is participating (pursuant to 41 CFR § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Subrecipients must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Subrecipient, contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal

under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Subrecipient's, contractor's, or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Subrecipient shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Subrecipient should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Subrecipient is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Subrecipient shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the

contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Subrecipient's EEO policies and affirmative action obligations.
8. Subrecipients are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
 9. Goals for minorities and women have been established. The Subrecipient, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Subrecipient may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Subrecipient has achieved its goals for women generally, the Subrecipient may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Subrecipient shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Subrecipient shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 12. The Subrecipient shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Subrecipient, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Subrecipient fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.
 14. The Subrecipient shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions

hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents.

31. **CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Subrecipient certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

32. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
- a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;

7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - c) In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 - e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

33. **COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
34. **DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).** The Subrecipient shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this

agreement.

All laborers and mechanics employed by the Subrecipient, its contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subgrantee and DHSES for review upon request.

If Subrecipient is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by DHSES, Subrecipient agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by DHSES pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

35. **MINIMUM WAGE AND MAXIMUM HOURS (Applicable to contracts with institutions of higher education, hospitals, and non-profit organizations).** Subrecipient must comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201).
36. **HATCH ACT.** Subrecipient must comply with the Hatch Act (5 U.S.C. §§1501-1508 & 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
37. **DRUG-FREE WORKPLACE.** Pursuant to 42 U.S.C. § 701 *et seq.*, adopted at 2 C.F.R. Part 3001, all Subrecipients receiving grants from a Federal agency must maintain a drug-free workplace.

ENVIRONMENTAL PROVISIONS

38. **SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
39. **CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS (Applicable to ALL contract with a value exceeding \$150,000).** The Subrecipient and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:
 - a) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
 - b) Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);

- c) Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- d) Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.);
- e) Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 et seq.);
- f) Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
- g) EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- h) Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 et seq.), and USDA regulations at 7 C.F.R. Part 658;
- i) FEMA criteria and environmental policy;
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- k) Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- l) National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- m) Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- n) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.)
- o) Runway Clear Zone regulations (24 C.F.R. Part 51);
- p) Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- q) Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- r) All other applicable environmental laws that may exist now or in the future.

Further, Subrecipient shall abide by any conditions or requirements set forth in any environmental review performed by FEMA in furtherance of implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
SUMMARY**

PROJECT NAME: _____
Niagara Falls WWTP, Phase II

CONTRACTOR SFS PAYEE NAME: _____
Niagara Falls Water Board

CONTRACT PERIOD: From: 11/13/2017
To: 06/01/2021

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					\$0.00
2. Design	\$216000.00	\$184000.00	46		\$400000.00
3. Acquisition					\$0.00
4. Construction	\$2758860.00	\$2350140.00	46		\$5109000.00
5. Administration					\$0.00
6. Working Capital/Reserves					\$0.00
7. Other					\$0.00
TOTAL	\$2974860.00	\$2534140.00		\$0.00	\$5509000.00

**ATTACHMENT B-3 – CAPITAL BASED BUDGET
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1. Engineering & Design			\$400000.00	\$400000.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$400000.00

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1. Demolition and Removal (Site Restoration)				\$100000.00
2. Construction and Project Improvement				\$3859000.00
3. Equipment (Concrete Shaft, Access Chambers)				\$950000.00
4. Mobilization				\$200000.00
5.				
6.				
7.				
8.				
TOTAL				\$5109000.00

ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				\$0.00

Contract #: C000804

Attachment C Program Workplan

The Phase II approved Scope of Work (SOW) will be constructed in accordance with all Phase I final design documents prepared by GHD Consulting Services and dated December 2018. The SOW will provide flood protection from up to the 1% annual chance flood (100-year event) for the Niagara Falls Water Board WWTP by relieving the combined sewer collection system.

All improvements are as shown on the Contract Drawings entitled “Niagara Falls Water Board Wastewater Treatment Plant Protective Measures” and explained in the phase II scope of work narrative prepared by GHD and dated December 2018. The project will allow extreme flows to bypass the WWTP when there are high discharge levels within the main influent sewer. The protection will be provided by a new sewer bypass relief connection to the existing 84” diameter tunnel, which will safely discharge the flows to the lower Niagara River.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of N/A percent (%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u> N/A </u>	Amount: <u> </u>	Due Date: <u> </u>
Period: <u> </u>	Amount: <u> </u>	Due Date: <u> </u>
Period: <u> </u>	Amount: <u> </u>	Due Date: <u> </u>
Period: <u> </u>	Amount: <u> </u>	Due Date: <u> </u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☒ Quarterly Reimbursement
Due date 15 days after or as required
- ☐ Monthly Reimbursement
Due date
- ☐ Biannual Reimbursement
Due date
- ☐ Fee for Service Reimbursement
Due date

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☒ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 15 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☒ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 15 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☒ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 45 days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE



FEMA

May 1, 2020

Ms. Anne Bink
Alternate Governor's Authorized Representative
New York State Division of Homeland Security & Emergency Services
1220 Washington Avenue
Building 7A – 4th Floor
Albany, New York 12242

RE: FEMA-4204-DR-NY
Hazard Mitigation Grant Program (HMGP)
Niagara Falls Water Board
Project# 4204-0003
Niagara Falls Waste Water Treatment Plant Protective Measures
Phase II Approval

Dear Ms. Bink:

Please be informed that approval is granted to the New York State Division of Homeland Security and Emergency Services' (DHSES) for funding of the Phase II project cost of the HMGP project number 4204-0003 for the Niagara Falls Waste Water Treatment Plant Protective Measures project. DHSES, as the grant recipient (hereinafter known as the Recipient), will administer this sub grant award to the Niagara Falls Water Board (hereinafter known as the Sub-recipient).

Phase II funding has been obligated in the amount of \$2,853,778 (54% federal share) to DHSES for the federally funded portion of the referenced sub grant. The total Phase II project cost includes the 54% federal share and a 46% local/state match of \$2,656,122 for a total project cost of \$5,509,900. Please note that at the time of this award the standard 75% federal funding share exceeded the available funding under DR-4204; the Sub-recipient committed to a local match exceeding the standard 25% for HMGP as outlined above.

Phase II approval is contingent upon the fulfillment of all conditions identified by FEMA (see the attached COA).

The DR-4204 HMGP Period of Performance (POP) deadline of June 1, 2021 has been established for this grant program. DHSES must administer this sub-grant within the grant program POP. This POP provides ample time for the sub-recipient to complete all activities identified within the approved scope of work, and to address any potential delays that may arise due to permitting requirements, weather conditions or other unforeseen circumstances. It also

includes sufficient time for DHSES to conclude its administrative contract requirements after the project is completed.

The Phase II approved Scope of Work (SOW) will be constructed in accordance with all Phase I final design documents prepared by GHD Consulting Services and dated December 2018. This SOW will provide flood protection from up to the 1% annual chance flood (100-year event) for the Niagara Falls Water Board WWTP by relieving the combined sewer collection system. All improvements are as shown on the Contract Drawings entitled “Niagara Falls Water Board Wastewater Treatment Plant Protective Measures” and explained in the phase II scope of work narrative prepared by GHD and dated December 2018. The project will allow extreme flows to bypass the WWTP when there are high surcharge levels within the main influent sewer. The protection will be provided by a new sewer bypass relief connection to an existing 84-inch diameter tunnel, which will safely discharge the flows to the lower Niagara River.

Any change to the approved SOW must be submitted to FEMA for consideration and approval prior to implementation. This includes any potential extension of the sub recipient project schedule as identified within the conditions of approval. Execution of any modification to the approved scope of work without prior FEMA approval may jeopardize funding for the sub grant project. In accordance with 2 CFR Part 200, the Recipient must ensure that Sub-recipients are aware of requirements imposed upon them by Federal Statute and regulations.

FEMA urges your office to meet with the Sub-recipient to review the project requirements as soon as possible. At this meeting, please discuss in detail the COA and project schedule including quarterly performance reporting and fiscal documentation requirements. FEMA is available to assist the Recipient and Sub-recipient in the implementation of this project.

As always, the FEMA Region 2 mitigation staff are available to meet with the Recipient to provide technical assistance upon request. If you have any questions, or if we can be of further assistance, please contact Robert Tranter, Hazard Mitigation Branch Chief at (212) 680-3628.

Sincerely,

MICHAEL F MORIARTY
Digitally signed by
MICHAEL F MORIARTY
Date: 2020.05.01
13:32:34 -04'00'

Michael F. Moriarty
Director
Mitigation Division

Attachment: Conditions of Approval (COA)
Record of Environmental Consideration

CONDITIONS OF APPROVAL

Phase II

HMGP Project # 4204-0003

Niagara Falls Water Board

Niagara Falls Waste Water Treatment Plant Protective Measures

FEMA Region II approval is contingent upon fulfillment of all of the following conditions:

1. Approved Scope of Work (SOW)

The approved Scope of Work (SOW) as outlined within the phase I deliverables and final contract documents consists of hazard mitigation measures to provide flood protection from up to the 1% annual chance flood (100 year event) for the Niagara Falls Water Board WWTP by relieving the combined sewer collection system.

In the recent past, the WWTP has experienced serious flooding as a result of severe wet weather and intense rain events. During two documented flooding events in September 14, 1979 and July 19, 2013 the WWTP received significant physical damages and placed out of service for long durations of time. In addition to the substantial damage at the WWTP many residential basements were flooded due to sanitary sewer backups. During severe wet weather and intense rainfalls the conveyance capacity in the system becomes fully consumed, causing flows to surcharge in the principal interceptor and its tributary sewers. Ultimately the rising surcharge causes catastrophic flooding at the WWTP and sewer collection system back-ups.

All improvements are as shown on the Contract Drawings entitled “Niagara Falls Water Board Wastewater Treatment Plant Protective Measures” and explained in the phase II scope of work narrative prepared by GHD and dated December 2018. The project will allow extreme flows to bypass the WWTP when there are high surcharge levels within the main influent sewer. The protection will be provided by a new sewer bypass relief connection to an existing 84-inch diameter tunnel, which will safely discharge the flows to the lower Niagara River.

2. SOW Changes

In accordance with 2 CFR 200.308, pass-through entities (the program Recipient) must obtain prior approval from FEMA prior to implementation of any proposed SOW change. Requests must be made in writing and demonstrate the need for the SOW change. The request should also include a revised SOW, schedule, and budget. Any SOW changes are subject to all programmatic requirements.

3. Environmental Review Project Conditions

Any change to the approved SOW will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. Sub-recipients should be made aware that this document does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may also jeopardize federal funding. If ground disturbing activities occur during construction, the Sub-recipient will monitor ground disturbance and if any unanticipated archeological resources are discovered, will immediately cease construction in that area and notify the Territory and FEMA. Further Environmental Review Project Conditions are included in Section V of the attached REC.

CONDITIONS OF APPROVAL

Phase II

HMGP Project # 4204-0003

Niagara Falls Water Board

Niagara Falls Waste Water Treatment Plant Protective Measures

4. Budget Changes

Recipients and Sub-recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. Projects will require the prior written approval of FEMA as follows:

- Cost overrun and underruns can result from a scope, schedule or budget change.
- Recipients must notify FEMA prior to redirecting funds from an underrun to other approved sub-grants for which an overrun has been requested. The sub-grant must continue to programmatic eligibility requirements to include cost share.

5. Project Completion Schedule

The DR-4204 HMGP Period of Performance (POP) deadline of June 1, 2021 has been established for this grant program. DHSES must administer this sub-grant within the grant program POP.

6. Reporting Requirements

Recipients and Sub-recipients must maintain records of work and expenditures. Recipients submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. This first quarterly reports are due 30 days of the end of this first federal quarter following the initial grant award. FEMA may waive the initial reports. The Recipient shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Recipients are encouraged to contact FEMA should this occur.

7. Financial Reports

Recipients shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end of the POP.

The Office of Management and Budget (OMB) has directed that FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272-A. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements. FEMA may suspend drawdowns from SMARTLINK/PARS if quarterly reports are not submitted on time.

CONDITIONS OF APPROVAL

Phase II

HMGP Project # 4204-0003

Niagara Falls Water Board

Niagara Falls Waste Water Treatment Plant Protective Measures

8. Performance Reports

The Recipient shall submit a quarterly performance report for each grant award. Performance reports should include:

- Reporting period, date of report, and Recipient POC name and contact information.
- Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-recipient, and project type using standard NEMIS project type codes.
- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
- Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.
- Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
- A statement of whether a request to extend the grant POP is anticipated.

Requests for additional project time extensions would only be considered in instances where the sub-recipient has provided the Recipient with accurate quarterly status reports. FEMA may suspend drawdowns from SMARTLINK if quarterly reports are not submitted on time.

9. Closeout

As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:

- The report costs were incurred in the performance of eligible work;
- The approved work was completed and the mitigation measure is in compliance with the provisions of the FEMA-STATE Agreement;
- Each sub-grant has been completed in compliance with the approved SOW;
- Actual expenditures have been documented and are consistent with the SF-424A or SF-424C;
- All program income has been deducted from total project costs as specified in 2 CFR Part 200.80;
- All project work was performed in accordance with all required and applicable building codes as modified or protected by the approved project

EXHIBIT E

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES SUPPLEMENTARY CONDITIONS FOR FEMA MITIGATION ASSISTANCE CONTRACTS

“FEMA” – The Federal Emergency Management Agency.

“DHSES” – The New York State Division of Homeland Security and Emergency Services (“DHSES”) and its successors and assigns.

“Subrecipient”:

“Contractor”:

Subrecipient shall attach these Supplementary Conditions to any contract for which any portion of the funding is derived from a grant made by FEMA through DHSES under the Mitigation Grant (Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) or Flood Mitigation Assistance (FMA). References in the Supplementary Conditions to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such the Subrecipient and the Contractor.

Contractors at all tiers shall attach these Supplementary Conditions to all subcontracts, and shall require that all subcontractors attach these conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Any question should be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to DHSES, and DHSES shall decide the applicable question.

REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by FEMA through DHSES under the Hazard Mitigation Assistance Programs.

GENERAL CONDITIONS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all laws and regulations applicable to the Mitigation Grant funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS. The Subrecipient and DHSES reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow DHSES to comply with the applicable regulations governing the FEMA-State Agreement. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants is listed below:

- a) 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- b) 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, & other Non-Profit Organizations
- c) 2 C.F.R. Part 200 (OMB Circular A-87), Subpart E, Cost Principles
- d) 2 C.F.R. Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions

- e) OMB Circular A-122, Cost Principles for Nonprofit Organizations
- f) 2 C.F.R. Part 200, Subpart F, Audit Requirements
- g) OMB Circulars A-94 and A-133
- h) For Projects funded with Hazard Mitigation Grant Funds.
 - i. New York State Administrative Plan for the Hazard Mitigation Program
 - ii. Sections 203 (PDM) and 404 (HMGP) of the Stafford Act
 - iii. Sections 1323 (RFC), 1361A (SRL), 1366 (FMA) of the NFIA
 - iv. National Flood Insurance Reform Act of 1994
 - v. Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004
 - vi. Section 322 of the Stafford Act (Mitigation Planning)
 - vii. Section 324 of the Stafford Act (Management Costs)
 - viii. Hazard Mitigation Planning (44 C.F.R. Part 201)
 - ix. Hazard Mitigation Grant Program (44 C.F.R. Part 206, Subpart N)
 - x. Management Costs (44 C.F.R. Part 207)
 - xi. 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents
 - xii. OMB Circular A-94
 - xiii. Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and Executive Orders.

5. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement in accordance with Section 17 below. The Subrecipient, DHSES, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and DHSES shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and DHSES, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or DHSES's right to discovery in any pending or future litigation. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and DHSES. The Contractor shall cooperate with all Subrecipient and DHSES efforts to comply with FEMA requirements and regulations pertaining to reporting, including but not limited to 44 C.F.R. Part 13 (October 1, 2012) and 44 C.F.R. Part 206 (October 1, 2012).

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, DHSES, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FEMA.

7. DEBARMENT AND SUSPENSION. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to DHSES and Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by DHSES, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

11. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Subrecipient, DHSES, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

12. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

13. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000). The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

14. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by FEMA, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

16. AUDIT / ACCESS TO RECORDS. The Subrecipient, DHSES, FEMA, the Comptroller General of the United States, New York State Office of State Comptroller, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

17. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of FEMA’s grant to the State or for the period provided in 2 C.F.R. Part 200, or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

18. COPYRIGHT. Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written

instrument signed by them.

- A. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.
- B. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.
- C. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

“This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.”

CIVIL RIGHTS AND DIVERSITY PROVISIONS

19. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

20. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

21. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from FEMA.

22. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

23. NONDISCRIMINATION. The Contractor shall comply with other federal and state statutory, regulatory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible

for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 C.F.R. 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. Goals for minorities and women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents.

24. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

25. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee

or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the

Secretary issued pursuant to section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

26. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

28. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and DHSES for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by DHSES, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by DHSES pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

29. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

30. SOLID WASTE DISPOSAL. Pursuant to 2 C.F.R. § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

31. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);

- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. FEMA criteria and environmental policy;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed by FEMA in furtherance of implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party

Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Division of Homeland Security and
Emergency Services

By: _____

Anne Bink, Deputy Commissioner
Printed Name

Title: Alternative Governor's Authorized Representative

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C000804

Page 1 of 1, Master Contract for Grants Signature Page

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-005

2020 MUNICIPAL COOPERATION AGREEMENT FOR SIDEWALK REPAIR

WHEREAS, the Niagara Falls Water Board (“Water Board”) and the City of Niagara Falls (“City”) have for several years cooperated and coordinated with respect to repairs of pavement, curbing, and sidewalks that are damaged due to excavation work performed in connection with water and sewer main repairs or work on hydrants; and

WHEREAS, the City’s Engineering Department has produced a shared bid for the repair or replacement of such damaged pavement, curbing, and sidewalks; and

WHEREAS, the City and Water Board mutually desire to continue to cooperate on this issue and to enter into an inter-municipal cooperation/reimbursement agreement;

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director shall execute the inter-municipal agreement with the City of Niagara Falls for 2020 sidewalk repair, providing that the total 2020 cost to the Water Board for work performed pursuant to the agreement shall not exceed the sum of \$30,000.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
50% Water construction FA.8340.0200.0419.006
50% Sewer construction GA.8120.4900.0419.006

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

MUNICIPAL COOPERATION AGREEMENT SIDEWALK REPAIR - 2020

THIS AGREEMENT, entered into this ____ day of _____, 2020, between the **CITY OF NIAGARA FALLS, NY**, a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices located at 745 Main Street, Niagara Falls, NY 14302 (hereinafter, "CITY") and the **NIAGARA FALLS WATER BOARD**, with offices located at 5815 Buffalo Avenue, Niagara Falls, NY 14304 (hereinafter, "NFWB"), collectively known as the "parties"

WHEREAS, during the course of performing water main and sewer line repairs, pavement, curbing and sidewalks become damaged due to excavation work; and

WHEREAS, on an annual basis, the CITY's Department of Engineering produces a shared bid for the repair and/or replacement of said pavement, curbing and sidewalks; and

WHEREAS, bids for performing this repair work were obtained and a contract was awarded by the CITY to Henwood Construction, Inc. (hereinafter, "CONTRACTOR"), which was subsequently approved by the Niagara Falls City Council on May 6, 2020, 2020 (a copy of this approval is attached hereto); and

WHEREAS, CITY has budgeted for this work in its 2020 Operation & Maintenance Budget; and

WHEREAS, the CITY desires to cooperate with the NFWB by coordinating the requests for bids for sidewalk repairs; and

WHEREAS, the NFWB desires to enter into an inter-municipal cooperation/reimbursement Agreement with the CITY for 2020 Sidewalk Replacements, at a total cost not to exceed \$30,000.00 (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, CITY and NFWB hereby agree as follows:

1. **TERM**. The term of this Agreement shall commence on _____, and shall terminate on December 31, 2020.
2. **PAYMENT**. The NFWB shall reimburse the CITY for the total cost of the repair and/or replacement of pavement, curbing and sidewalks that are ordered/directed to be completed by the CONTRACTOR on behalf of the NFWB for a total cost not to exceed the sum of THIRTY THOUSAND DOLLARS AND 00/100 CENTS (\$30,000.00).
3. **COST OVER-RUNS**. In the event of cost over-runs, the parties agree that no additional monies shall be due from either party without mutual consent.

4. **EXECUTION OF RELATED DOCUMENTS.** CITY and NFWB agree to execute all necessary agreements, certifications or reimbursement requests for, and in furtherance of, this Agreement.
5. **AMENDMENT.** Any amendments to this Agreement shall be effective only when duly executed by both parties.
6. **PAYMENT PROCESS.** CITY shall issue invoices to NFWB on a monthly basis, accompanied by such receipts and documents verifying expenditures that it has made to CONTRACTOR. NFWB shall fully reimburse the CITY for each invoice within thirty (30) days of receipt of the same.
7. **RECORDKEEPING.** CITY shall accurately keep separate books and records of all receipts and disbursements related to all funds attributed to this Agreement. CITY shall produce such records for examination at such reasonable time as shall be deemed necessary by the NFWB or the New York State Comptroller. Records must be maintained so that they can be provided for examination at any time during the contract with the CONTRACTOR and for a period of six years following its completion.
8. **INDEMNIFICATION.** To the extent permitted by law, CITY and NFWB shall indemnify, defend and hold harmless each other, their agents and employees against any and all claims, demands, actions or causes of action, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees) suffered, incurred or sustained by either party as a result of, by reason of, arising out of or in connection with the performance or non-performance of the work and services provided for in this Agreement. Furthermore, CITY and NFWB each agree to defend, at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement.
9. **NON-DISCRIMINATION.** CITY and NFWB shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
10. **APPROVALS.** This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Niagara Falls Water Board.

IN WITNESS WHEREOF, the CITY and the NFWB have executed this Agreement on the day and year indicated.

Date: _____

CITY OF NIAGARA FALLS, NY

By: _____
Robert M. Restaino, Mayor

ATTEST: _____

Date: _____

NIAGARA FALLS WATER BOARD

By: _____
Patrick Fama, Executive Director

Approved as to Form:

Attorney, Niagara Falls Water Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-006

ESRI SOFTWARE LICENSE RENEWAL

WHEREAS, the Niagara Falls Water Board (“Water Board”) utilizes the ESRI software suite, which includes ArcGIS Online, Collector, and Survey123, as a framework for managing, gathering, and analyzing data regarding its system and its assets; and

WHEREAS, the ESRI software allows Water Board employees to have access to up-to-date asset information and employees then can use the available tools to communicate back to the GIS manager updates/changes/issues that need to be addressed in the system; and

WHEREAS, Water Board staff have received a quote in the amount of \$25,000 per year from Environmental Systems Research Institute, Inc., for renewal of its ESRI software suite license, with this price available for yearly renewals through July 9, 2022;

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to pay to Environmental Systems Research Institute, Inc., the sum of \$25,000 for renewal of the Water Board’s ESRI software suite license through July 9, 2021.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
0446.008 Software Maintenance/Licenses

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 93858831 Document date : 07/10/2020
Order : 40036262 Delivery :
Customer : 305615
Customer PO : CONTRACT#331667
P.O. Date : 07/10/2020
End User : 305615 Niagara Falls Water Board
Project : U.C.C.

Bill to:

Adam Janzen
Niagara Falls Water Board
Water Facilities Dept
5815 Buffalo Ave
Niagara Falls NY 14304-3832

Invoice

Page : 1
Ship to:
Adam Janzen
Niagara Falls Water Board
Water Facilities Dept
5815 Buffalo Ave
Niagara Falls NY 14304-3832

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Enterprise Agreement Fee Software/Maintenance
Term: 07/10/2020-07/09/2021

Item Subtotal	25,000.00
Total:	USD 25,000.00

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Adam Janzen
Niagara Falls Water Board
Water Facilities Dept
5815 Buffalo Ave
Niagara Falls NY 14304-3832

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:

Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: 1496150335

Invoice: 93858831
Payer: 305615

Document Date: 07/10/2020
Total: USD 25,000.00



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/10/2020
To: Adam Janzen
Organization: Niagara Falls Water Board
Water Facilities Dept
Fax #: **Phone #:** 716-283-9770



From: Nicole Scott
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1232
Email: nscott@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25970021
Document Date: 07/10/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-4575 1232
 Fax #: 909-307-3083

Quotation

Date: 07/10/2020**Quotation Number:** 25970021**Contract Number:** 305303

Niagara Falls Water Board
 Water Facilities Dept
 5815 Buffalo Ave
 Niagara Falls NY 14304
Attn: Adam Janzen

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Nicole Scott

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Customer Number: 305615

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
<p>Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.</p> <p>The annual usage report must include actual license counts by product, licensee, and location.</p> <p>Please return your report via email to ela_usage_reports@esri.com.</p> <p>Thank you in advance for your prompt attention to this matter.</p> <p>For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here http://www.esri.com/legal/software-license</p>				
10	1	168089	25,000.00	25,000.00
		Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement		
		Start Date: 07/10/2020		
		End Date: 07/09/2022		

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Nicole Scott**Ext:** 1232

[SCOTTN]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575 1232
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/10/2020

Quotation Number: 25970021

Contract Number: 305303

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	25,000.00
Estimated Tax	0.00
Total	USD 25,000.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[SCOTTN]



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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/10/2020

Quotation Number: 25970021

Contract Number: 305303

Item Qty Material#

Unit Price

Extended Price

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 - Email Authorization
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Quotation

Page 4

Date: 07/10/2020

Quotation No: 25970021

Customer No: 305615

Contract No: 305303

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[SCOTTN]

HARD FACING SLUDGE AND GRIT SCREWS

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant’s sedimentation basin system utilizes sludge and grit screws to transport sludge; and

WHEREAS, the useful service life of these sludge and grit screws can be extended by “hard facing” them through the application of wear-resistant metals to their surfaces by means of welding; and

WHEREAS, the Water Board recently took delivery of two sludge screws and two grit screws that were custom fabricated for its sedimentation basins; and

WHEREAS, Water Board staff secured quotes from three vendors for hard facing these new sludge and grit screws, as follows:

- (a) Kaman Industrial Technologies, \$32,265.55
- (b) Apollo Steel Corp., \$24,000
- (c) Core Welding, \$19,980;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to pay to Core Welding up to \$19,980 for hard facing of two grit screws and two sludge screws.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

CIP Item No. WWTP – 1, WWTP Rehab Phase 4A, Sec. Basins & Scum

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

CORE WELDING

2386 LOCKPORT ROAD P.O. BOX 209
SANBORN, NEW YORK 14132
(716) 731-9310

April 24, 2020

Eric Smith

NFWB

Proposed price to hard face SLUDGE SCREW:

\$4695.00 Four thousand six hundred ninety-five and 00/100

Bruce Pierce, Owner

CORE WELDING

2386 LOCKPORT ROAD P.O. BOX 209
SANBORN, NEW YORK 14132
(716) 731-9310

April 24, 2020

Eric Smith

NFWB

Proposed price to hard face SLUDGE SCREW.

\$5300.00 five thousand three hundred dollars.

A handwritten signature in cursive script, appearing to read "Bruce Pierce".

Bruce Pierce, owner

CORE WELDING

2386 LOCKPORT ROAD P.O. BOX 209
SANBORN, NEW YORK 14132
(716) 731-9310

April 24, 2020

Eric Smith

NFWB

Proposed price to hard face GRIT SCREW:

\$5275.00 five thousand two hundred seventy-five and 00/100 dollars.



Bruce Pierce, Owner

CORE WELDING

2386 LOCKPORT ROAD P.O. BOX 209
SANBORN, NEW YORK 14132
(716) 731-9310

April 24, 2020

Eric Smith

NFWB

Proposed price to hard face GRIT SCREW:

\$4710.00 four thousand seven hundred ten and 00/100 dollars.


Bruce Pierce, Owner

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-008

GRANT CONSULTANT AGREEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) pursuant to Resolution No. 2020-05-016 directed the issuance of a Request for Proposals (“RFP”) for a grant consultant to provide grant research, writing, and management services; and

WHEREAS, four firms submitted proposals in response to the RFP; and

WHEREAS, after completing a thorough review and evaluation of the proposals, the Water Board has determined that the best interests of the Water Board will be served by selection of the proposal by _____;

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to execute an agreement with _____ to provide grant consultant services for a one-year period, for a total fee not to exceed \$_____.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FGB 8000.0000.0451.0000 (Consultants)

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

Aggregate Scoring - Four Reviewers		Name of Proposing Firm			
Evaluation Criteria	Points Possible	<u>CPL</u>	<u>LaBella</u>	<u>Laberge</u>	<u>Upper Edge</u>
Responsiveness to the RFP	40	38	38	39	31
Qualifications of the individuals who will perform the services	40	37	37	38	32
Experience and references	40	38	36	36	25
Situational understanding, including familiarity with water and wastewater system grant opportunities	80	77	74	73	46
The degree of participation by Minority or Women Owned Business Enterprises	40	29	32	31	40
Cost competitiveness	40	27	40	21	32
Total Out of 280 Possible:		246	257	238	206

NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-010

**AWARD BID FOR WASTEWATER TREATMENT PLANT
PROTECTIVE MEASURES PROJECT
CONTINGENT ON INCREASE IN GRANT FUNDING**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has been awarded FEMA Hazard Grant Mitigation Program Grant No. 4204-0003 in the amount of \$2,853,778 to construct flood protection measures that will protect the Niagara Falls Waste Water Treatment Plant (“WWTP”) against damage during a 1% chance flood event by constructing a new sewer bypass relief connection to an existing 84-inch diameter tunnel for when it is necessary to bypass the WWTP during extreme flows accompanied by high surcharge levels within the main influent sewer (“the Project”); and

WHEREAS, the New York State Department of Environmental Conservation (“DEC”) and Dormitory Authority of the State of New York (“DASNY”) have authorized the Water Board to use \$1,550,000 from the State and Municipal Facilities Program (“SAM”) Phase II – Upgrade and Improve the Niagara Falls Waste Water Treatment Plant (Project ID: #15689) grant towards the Water Board’s costs for the Project, and based on the original estimated total project costs this left an estimated Water Board share of the project costs of \$1,328,061; and

WHEREAS, GHD prepared design and bidding documents for construction of the Project, and three bids were received; and

WHEREAS, the low bid for construction of the project, from Mark Cerrone, Inc., totals \$6,857,420; and

WHEREAS, this bid exceeds the engineer’s estimate of \$4,684,200, and the total project costs have increased to \$7,733,120; and

WHEREAS, this means that if additional grant monies are not secured, the Water Board’s share of the project costs will have increased from approximately \$1,328,061 to \$3,329,342; and

WHEREAS, Water Board staff will request that DEC and DASNY approve the use of at least an additional \$889,671 of the SAM Phase II grant toward the Project costs, for a total SAM Phase II grant of \$2,439,671; and

WHEREAS, if the SAM Phase II grant toward the Project costs is increased to \$2,439,671, this would result in a NFWB share of the Project costs of \$2,439,671; and

WHEREAS, Water Board staff will contact FEMA to request any additional funding that can be made available to assist in reducing the Water Board’s share of the project costs; and

WHEREAS, GHD advises that if the low bid is not accepted at this time subject to securing additional funds from DEC and DASNY, the bid remains valid only through August 31, 2020, and while the contractor may agree to a brief extension of the Water Board's time to accept the bid, if the project is re-bid the construction cost may increase given the amounts of the other two bids received;

NOW THEREFORE BE IT

RESOLVED, that contingent on the Water Board securing an agreement from DEC and DASNY to increase the SAM Phase II grant funding for the Project from \$1,550,000 to \$2,439,671 prior to the expiration of the period of time the contractor will hold its bid, the Executive Director hereby is authorized to contract for construction of the wastewater treatment plant protective measures project, Contract No. 68, with Mark Cerrone, Inc., for the total bid amount of \$6,857,420.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 18: WWTP Flood Hazard Mitigation Grant Projects
(additional funds required)

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board



July 20, 2020

Reference No. 11146200

Pat Fama
Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Dear Mr. Fama:

**Re: Niagara Falls Water Board
Wastewater Treatment Plant Protective Measures Project
Contract No. 68
Recommendation of Award**

On Friday, July 17, 2020 at 11:00 a.m. local time, the Niagara Falls Water Board received three bids for the above-referenced project. The bids were as follows:

<u>Bidder</u>	<u>Total Amount of Bid</u>
Mark Cerrone, Inc.	\$6,857,420.00
Kandey Company, Inc.	\$7,967,700.00*
Pinto Construction Services, Inc.	\$10,805,500.00

**** There was a mathematical error in the bid received from Kandey Company, Inc., which did not affect the determination of the low bidder.***

We have enclosed one copy of the bid tabulation for your information.

We have reviewed the qualifications and experience of the low bidder for the above-referenced project, Mark Cerrone, Inc., and have found they have performed similar work acceptably. We, therefore, recommend award of the Wastewater Treatment Plant Protective Measures Project, Contract No. 68 to Mark Cerrone, Inc., in the Total Bid Amount of \$6,857,420.00, contingent upon availability of project funding and review by the Board's legal counsel.

If you have any questions or require additional information, please advise.

Sincerely,

GHD

Daniel J. Kolkmann
Construction Manager

DJK/snb/Fama-2

Encl. Bid Tabulation

cc: Doug Williamson – NFWB
Sean Costello – NFWB
Casey Cowan – GHD
Robert P. Lannon, PE – GHD
File: 11146200 – Correspondence

TABULATION OF BIDS

PAGE 1

OWNER
 NIAGARA FALLS WATER BOARD
 NIAGARA FALLS, NEW YORK
PROJECT
 WASTEWATER TREATMENT PLANT
 PROTECTIVE MEASURES
 CONTRACT NO. 68

ENGINEER
 GHD CONSULTING SERVICES INC.
 285 DELAWARE AVENUE, SUITE 500
 BUFFALO, NEW YORK 14202

DATE ADVERTISED: 6/12/2020
DATE OPENED: 7/17/2020
DATE TABULATED: 7/17/2020
TABULATED BY: SNB

PROJECT NO.: 11146200

BIDDER'S NAME:			MARK CERRONE, INC.		KANDEY COMPANY, INC.		PINTO CONSTRUCTION SVCS., INC.	
ADDRESS:			2368 MARYLAND AVENUE NIAGARA FALLS, NY 14305		19 RANSIER DR. WEST SENECA, NY 14224		132 DINGENS STREET BUFFALO, NY 14206	
ITEM NO.	DESCRIPTION	BID UNITS	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID	PRICE PER UNIT	AMOUNT BID
1	MOBILIZATION/DEMobilIZATION	1 FMAX LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
2	SITE PREPARATION	1 LS	\$258,000.00	\$258,000.00	\$142,000.00	\$142,000.00	\$900,000.00	\$900,000.00
3	EXCAVATION SUPPORT SYSTEMS	1 LS	\$1,260,000.00	\$1,260,000.00	\$1,961,000.00	\$1,961,000.00	\$1,950,000.00	\$1,950,000.00
4	SHAFT & TUNNEL CONSTRUCTION	1 LS	\$2,842,000.00	\$2,842,000.00	\$2,905,000.00	\$2,905,000.00	\$3,600,000.00	\$3,600,000.00
5	DROP SHAFT INLET STRUCTURE	1 LS	\$415,000.00	\$415,000.00	\$563,000.00	\$563,000.00	\$788,000.00	\$788,000.00
6	CONCRETE BOX CULVERT CONSTRUCTION	1 LS	\$202,000.00	\$202,000.00	\$221,000.00	\$221,000.00	\$650,000.00	\$650,000.00
7	INFLUENT JUNCTION CHAMBER CONSTRUCTION	1 LS	\$640,000.00	\$640,000.00	\$730,000.00	\$730,000.00	\$1,600,000.00	\$1,600,000.00
8	INFLUENT SAMPLE CHAMBER & PIPING	1 LS	\$201,000.00	\$201,000.00	\$358,000.00	\$358,000.00	\$190,000.00	\$190,000.00
9	12TH STREET SEWER MODIFICATIONS	1 LS	\$156,000.00	\$156,000.00	\$134,000.00	\$134,000.00	\$138,000.00	\$138,000.00
10	ELECTRICAL CONSTRUCTION	1 LS	\$138,600.00	\$138,600.00	\$156,000.00	\$156,000.00	\$112,000.00	\$112,000.00
11	SITE RESTORATION	1 LS	\$72,000.00	\$72,000.00	\$91,000.00	\$91,000.00	\$100,000.00	\$100,000.00
12	ADDITIONAL VERTICAL SHAFT & LINING	10 VF	\$3,767.00	\$37,670.00	\$3,800.00	\$38,000.00	\$10,000.00	\$100,000.00
13	ADDITIONAL EXCAVATION & BACKFILL	200 CY	\$53.00	\$10,600.00	\$67.00	\$13,400.00	\$300.00	\$60,000.00
14	ADDITIONAL ROCK EXCAVATION	150 CY	\$210.00	\$31,500.00	\$362.00	\$54,300.00	\$300.00	\$45,000.00
15	ADDITIONAL SELECT BACKFILL MATERIAL	150 CY	\$67.00	\$10,050.00	\$28.00	\$4,200.00	\$150.00	\$22,500.00
16	ADDITIONAL STRUCTURE CONCRETE	100 CY	\$1,330.00	\$133,000.00	\$1,468.00	\$146,800.00	\$1,000.00	\$100,000.00
17	GENERAL CONSTRUCTION ALLOWANCE	1 ALL	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
GRAND TOTAL BID FOR ITEMS 1 - 17				\$6,857,420.00	*	\$7,967,700.00		\$10,805,500.00

NFWB WWTP Protective Measures
Project Cost Summary
July 22, 2020

	Final With Bid Values	Percent of Total	Previously Approved Budget
Phase II Costs - Construction			
Engineering	\$ 325,700	5%	\$ 325,700
Cerrone Construction Bid	\$ 6,857,420		\$ 4,684,200
Misc.(Verizon and Kaman) ⁽⁴⁾	\$ 50,000		\$ -
Contingency ⁽³⁾	\$ 500,000		\$ 500,000
Total Project	\$ 7,733,120		\$ 5,509,900

Funding Sources	Funding Required		Funding Approved
FEMA Grant	\$ 2,853,778	37%	\$ 2,853,778
SAM Phase II Grant ⁽¹⁾	\$ 2,439,671	32%	\$ 1,550,000
NFWB Share ^(1,2)	\$ 2,439,671	32%	\$ 1,328,061
Total Project	\$ 7,733,120		\$ 5,731,839

Additional Funds Required
\$ -
\$ 889,671
\$ 1,111,610

Note:

⁽¹⁾ NYSDEC May 15, 2019 letter approved \$1.55M of DASY SAM Phase II grant funds for the NFWB share of the Phase II construction costs. That amount was based on 50% of the Phase II construction costs not covered by the FEMA grant, which at the time was estimated at \$3.1M when the NYSDEC letter was issued.

⁽²⁾ Assumes that DASY / NYSDEC will approve a 50% matching grant of the Phase II Costs not covered by the FEMA grant.

⁽³⁾ It is recommended to include contingency funds for the project in addition to the Cerrone construction bid amount.

⁽⁴⁾ These are assumed costs. The NFWB is in the processes of securing cost proposals for this work associated with the project.



NIAGARA FALLS WATER BOARD RESOLUTION # 2020-07-011

**ENGINEERING SERVICES FOR WWTP PROJECT 9:
PROCESS PIPING IMPROVEMENTS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its wastewater treatment plant, including a project referred to as Project 9: Process Piping Improvements; and

WHEREAS, the Water Board previously awarded the design and bidding services for Project 9 to OBG (which now is referred to as Ramboll) with the total fee for the original scope of services not to exceed \$79,978; and

WHEREAS, upon undertaking work on Project 9, it became apparent that the initial scope was too narrow to accomplish the intended improvements, and that the scope of the decay of the process piping was greater than expected; and

WHEREAS, CPL, acting as the Water Board’s engineers, worked with OBG/Ramboll to develop a scope of work that focused initially on a facility-wide assessment of the process piping and preparation of a report on that assessment, which has been used to develop a scope of work for improvements to be completed with the approximately \$500,000 in funds allocated to Project 9 construction costs; and

WHEREAS, the preparation of the facility-wide assessment used the majority of the \$79,978 allocated for Project 9 design and bidding costs; and

WHEREAS, CPL requested that Ramboll prepare a proposal for the remaining work required not only to design and bid Project 9, but also to provide necessary construction administration and construction inspection services (“CA/CI”); and

WHEREAS, after negotiation, Ramboll’s best price to perform the work was \$146,580; and

WHEREAS, CPL requested that Ramboll’s women-owned business enterprise (“WBE”) subcontractor that already has been working on the project, JM Davidson Engineering D.P.C., to prepare a proposal to perform the necessary design, bidding, and CA/CI work; and

WHEREAS, JM Davidson’s proposal totals \$114,560, \$32,020 less than Ramboll’s; and

WHEREAS, CPL recommends that the Water Board award the contract for the remaining Project 9 design, bidding, and CA/CI work to JM Davidson, inasmuch as JM Davidson already was an approved subcontractor on the project and because failure to move forward with the engineering services will cause Project 9 to fall behind schedule;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to enter into an agreement to pay to JM Davidson Engineering D.P.C. up to \$114,560 to perform the design, bidding, construction administration, and construction inspection services required for Project 9, Process Piping Improvements, as outlined in JM Davidson's July 15, 2020 proposal; and

IT IS FURTHER RESOLVED, that the Water Board authorizes its Executive Director or General Counsel to provide notice to Ramboll to terminate the agreement between the Water Board and Ramboll related to Project 9, to the extent that any funds appropriated for that agreement remain available and if such a termination is recommended by CPL as the Water Board's engineers.

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 9: WWTP Rehab Phase 4I - Piping Improvements

On July 27, 2020, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Forster	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairperson Brown	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Patrick D. Brown, Chairperson

Sean W. Costello, Secretary to Board

Sean Costello

From: Theodore Donner <TDonner@CPLteam.com>
Sent: Monday, July 20, 2020 4:30 PM
To: Pat Fama; Sean Costello
Cc: Rick Henry; Dave Jaros; Steve Tanner; Jay Meyers
Subject: NFWB Project #9 Proposal From JM Davidson - For Approval
Attachments: JM Davidsion Project #9 Proposal.pdf; Ramboll - Revised Proposal (REF Only).pdf; Ramboll - Original Proposal (REF Only).pdf

Importance: High

Patrick and Sean,

As a reminder, upon completion of the Piping Assessment Report, Ramboll provided an **Original Design and CA/CI proposal of \$152,875 (attached for reference)**. The original proposal seemed high given the scope of work, therefore, we felt it was not in the NFWB's best interest to approve.

- CPL negotiated with Ramboll in an attempt to clarify the scope of work and lower the proposed fee.
- Ramboll provided a **revised proposal of \$146,580 (attached for reference)**, which still seemed high.
- Therefore, CPL reached out to JM Davidson Engineering D.P.C. who provided an alternate proposal for Project #9 Piping Improvements Design and CA/CI.
- JM Davidson provided a **proposal of \$114,560 (attached for Approval), \$32,020 less** than Ramboll.
- JM Davidson is both a WBE and DBE in NYS and would be **providing over 90% M/WBE participation** in this contract.
- Additionally, as a subcontractor to Ramboll for the Piping Assessment Report, JM Davidson is already an approved consultant on this project and is very familiar with the WWTP Facility and process piping layout already.

Therefore, CPL recommends approval of the attached JM Davidson Proposal dated July 15, 2020 for Design and CA/CI of Capital Project #9 Process Piping Improvements. In an effort to prevent further delays, we recommend approval at the upcoming (7/27/20) board meeting. Please feel free to contact me with any questions or concerns.

****Note: The "Remaining Fee from Deleted Scope" shown on the Ramboll Proposals is Not a credit, It is showing the budget that was "not used" from their original report contract and is misleading to show as deleted from their proposed fee.***

Thanks,

-Ted



Theodore E Donner, P.E.

Direct: 716.218.4743

ARCHITECTURE. ENGINEERING. PLANNING.

CPLteam.com

July 15, 2020

Mr. Theodore Donner, PE
Project Manager
Clark Patterson Lee
26 Mississippi St.
Buffalo, New York 14203

**SUBJECT: SCOPE AND COST PROPOSAL
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT 9, PROCESS PIPING IMPROVEMENTS
NIAGARA FALLS WATER BOARD NIAGARA FALLS, NEW YORK**

Dear Mr. Donner,

JM Davidson Engineering, D.P.C. (JMD) appreciates the opportunity to submit the following scope and cost proposal for the above referenced project. JMD is a licensed design professional corporation and has been certified as both a Women Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) in New York State.

SCOPE OF WORK

As part of the Niagara Falls Water Board's (NFWB) Order on Consent with the NYSDEC, Ramboll with assistance from JMD, conducted a comprehensive condition assessment of the interior piping systems at the NFWB Wastewater Treatment Plant (WWTP). Upon completion of the condition assessment, a score was provided for each pipeline, with scores ranging from 5 to 18.1. To establish an order of priority, the pipelines were separated into the following three categories: Good condition (score of 1 – 10), moderate condition (score of 10 – 15), and poor condition (score greater than 15). The condition assessment and results were provided to the NFWB in June 2020.

Subsequent to the condition assessment, NFWB indicated that valve replacement had become a higher priority given the allocated budget for the process piping improvements. Three main areas of the plant were discussed, including the original plug valves located on the sludge and grit piping in the Pump Gallery, the original plug valves located on the sludge piping in the Thickened Sludge Pump Station, and the backflow preventer system in the north hallway of the Carbon Filter Gallery.

In support of the NFWB's commitment to implement critical infrastructure improvements, CPL has requested assistance from JMD on the preparation of plans and specifications for the process piping improvements noted in the Final Condition Assessment report and identified above. The scope of JMD's services and basis of contract shall be as follows, including the assumptions made in developing the scope of work.

It is important to note that unless otherwise noted, JMD will be self-performing the work noted herein. As such, **this project will result in a WBE utilization rate of over 90%**, thereby advancing the NFWB in meeting their overall M/WBE goals.

Task 1 – Preliminary Design Workshop

JMD will facilitate a preliminary design workshop with CPL and NFWB stakeholders at the NFWB WWTP. The purpose of the workshop will be two-fold: (1) to confirm which interior process piping improvements should be included as part of detailed design phase, and (2) to determine which of those improvements will be included in the base bid and which will be included as alternates. The results of the preliminary workshop will be summarized in a technical memorandum, thereby establishing JMD's basis of design.

JMD's specific scope relative to this task is as follows:

- 1.1. Review available record plans, including the 3D plant model, for the WWTP and request additional information from CPL/NFWB as required.
- 1.2. Prepare for and facilitate preliminary design workshop with CPL and NFWB.
- 1.3. Summarize results of preliminary design workshop in a technical memorandum.
- 1.4. Address comments and participate in conference call with CPL/NFWB regarding preliminary design workshop technical memorandum.
- 1.5. Issue final preliminary design workshop Basis of Design Technical Memorandum.

Task 2 – Design Phase Services

JMD will prepare plans and specifications for the replacement of interior process piping and valves as identified and agreed upon in the Basis of Design Technical Memorandum. Record plans and screen shots from the 3D model will be used as backgrounds for the proposed drawings, including both demolition and proposed improvements. Pictures, tables, and details will be included on the drawings as necessary to identify the scope and limits of work efficiently and effectively. It is assumed that this project will be bid as one General Construction contract.

JMD acknowledges the potential for the presence of hazardous materials including asbestos and lead-based paint in the project work areas. As such, JMD will subcontract with a hazardous material testing firm to perform hazardous materials testing in the specific work areas and develop remediation and/or abatement plans for inclusion in the contract documents as required. An allowance of \$7,500 has been allocated for this effort.

JMD's specific scope relative to this task is as follows:

- 2.1 Prepare the following plans:
 - a. Cover Sheet and Index of Drawings (1 sheet)
 - b. General Notes, Site Plan and Details (1 sheet)
 - c. Hazardous Materials Abatement (2 sheets) – by Hazardous Materials Subconsultant
 - d. Carbon Filter Gallery - Water Line and Backflow Preventer Demolition and Replacement (2 sheets)

- e. Carbon Filter Gallery – Miscellaneous Improvements (2 sheets)
 - f. Pump Gallery – Sludge and Grit Valves Demolition and Replacement (2 sheets)
 - g. Thickened Sludge Pump Station – Sludge Plug Valves Demolition and Replacement (1 sheet)
 - h. Construction Details (2 sheets)
- 2.2 Prepare the following bid documents and technical specifications:
- a. Standard Front End Documents in EJCDC Format including the sections below. It is our understanding that the NFWB also has standard front end documents, which JMD will prioritize over the EJCDC documents listed below if they are made available for our use.
 - i. Notice to Bidders
 - ii. Instruction to Bidders
 - iii. Bid Forms
 - iv. Disclosures
 - v. Notices
 - vi. Agreements
 - vii. General Conditions
 - viii. Supplementary Conditions
 - ix. Prevailing Wage Rates
 - x. Insurance Requirements
 - xi. M/WBE Requirements
 - b. General Division 1 including Summary of Work and Maintenance of Operations
 - c. Hazardous Materials Handling and Abatement – by Hazardous Materials Subconsultant
 - d. Division 22 including Domestic Water Piping
 - e. Division 40 including Exposed Piping Installation and Process Valves and Appurtenances
- 2.3 Prepare an opinion of probable construction costs for the work designed by JMD, as listed herein at the 60% and 90% project milestones.
- 2.4 Provide an electronic copy of JMD's plans, specifications, and opinion of probable construction costs to CPL/NFWB for review at the 60%, and 90% project milestones.
- 2.5 Facilitate an onsite workshop with CPL/NFWB to discuss comments on the plans and specifications at the 60% and 90% milestones.

- 2.6 Address comments from CPL/NFWB and provide final documents electronically to CPL for purposes of bidding.
- 2.7 Note that an allowance of \$5,000 has been allocated for the design of out of scope items that may arise during the detailed design phase. JMD will not perform work associated with this allowance until express written authorization has been received from CPL/NFWB.

Task 3 – Bidding Assistance

JMD will perform the following scope relative to this task during the bidding phase:

- 3.1 Provide the Contract Documents in electronic format to Avalon Printing Services to facilitate distribution to and communication with perspective bidders. Reproduction costs will be paid directly to Avalon by the prospective bidder. JMD will provide two (2) hard copies of the Contract Documents to NFWB for their use during bidding.
- 3.2 Prepare for and facilitate a pre-bid meeting at the NFWB WWTP for prospective bidders. If State Health Mandates prohibit onsite meetings with prospective bidders, JMD will assist CPL/NFWB with individual appointments at the WWTP site.
- 3.3 Field questions from prospective bidders during the bid phase and issue addenda as necessary.
- 3.4 Attend the bid opening and prepare the bid tabulation sheet for CPL/NFWB's use.
- 3.5 Provide a formal recommendation of award based on the results of the bid tabulation.
- 3.6 Provide CPL/NFWB with hard copies of the Contract Documents including any addenda for preparation of the executed contracts; assume two (2) additional hard copies.
- 3.7 Issue a formal notice of award to the apparent low bidder upon recommendation of the NFWB.

Task 4 – Construction Assistance / Resident Project Inspection

JMD will assist CPL/NFWB during the construction phase of the project. To the extent feasible, construction phase documentation will be distributed electronically to project stakeholders. It is assumed that an electronic tracking program of CPL's choice (Procore or similar) will be used during construction for submission of shop drawings, RFIs, progress photos, and daily reports. JMD does not own any such software and will therefore rely on CPL's construction team to perform the initial set up of the electronic tracking site. Alternatively, JMD will use Excel to document and track construction related transactions and NYSDOT MURK standard forms for daily inspection reports.

JMD's specific scope relative to this task is as follows:

- 3.1 Prepare for and facilitate a pre-construction meeting to be attended by the General Contractor, Hazardous Materials Subcontractor (if required), CPL, and NFWB stakeholders. JMD will distribute meeting minutes within 48 hours of the meeting to all attendees.
- 3.2 Review shop drawings and other specified submittals.

- 3.3 Review and respond to RFIs, requests for clarification, and change order proposals.
- 3.4 Issue and document Field Orders as they arise.
- 3.5 Review and approve contractor pay applications and submit to NFWB for processing.
- 3.6 Prepare record drawings and provide one final electronic copy upon construction contract close-out.
- 3.7 JMD will provide part-time on-site inspection for a maximum of 15 weeks (up to 20 hours/week) during critical construction milestones and as necessary to verify compliance with the Contract Documents. We have budgeted a total of 300 hours for inspection and the Resident Project Inspector will engage in the following tasks when on-site:
 - a. Day-to-day record keeping and prepare daily inspection reports.
 - b. Take photographs of the construction progress.
 - c. Maintain red-line drawings of any construction changes.
 - d. Facilitate communication with CPL/NFWB regarding field questions or issues.
 - e. Develop a punch list near the end of construction and track resolution of outstanding items.
 - f. Conduct bi-weekly progress meetings and develop meeting minutes that will be distributed to attendees and stakeholders.

FEES AND TERMS

Services described above shall be provided on a Time and Expense basis with a fee not-to-exceed **\$114,560**. Our projected hours and rates are detailed in **Table 1**. Expenses will include actual expenditures incurred in the interest of the project.

JMD looks forward to working with you on this important project. If you have any questions regarding this proposal, please contact me at (716) 912-1423.

Sincerely,

JM Davidson Engineering, D.P.C.



Jaime M. Davidson, PE
President

TABLE 1 - JM DAVIDSON ENGINEERING - LABOR

Title / Level	PM & QA/QC	Project Engineer	Construction Inspector	TOTAL HOURS
Hourly Rate	\$130.00	\$130.00	\$105.00	
Task 1 – Preliminary Design Workshop				
Review Available Background Information from NFWB		4		4
Prepare for and Facilitate Preliminary Design Workshop	4	8		12
Develop Workshop Summary (i.e. Basis of Design) Memo	2	4		6
Prepare for and Facilitate Basis of Design Memo Review Conference Call	1	2		3
Issue Final Basis of Design Memo	1	2		3
Total Task 1 Hours	8	20		28
Task 2 – Design Phase Services				
Develop Drawings: 11 Drawings in Total				
Cover Sheet and Index of Drawings (1 dwg)	2	4		6
General Notes, Site Plan and Details (1 dwg)	5	15		20
Carbon Filter Gallery - Water and BFP (2 dwgs)	10	30		40
Carbon Filter Gallery - Miscellaneous Improvements (2 dwgs)	10	30		40
Pump Gallery - Sludge and Grit Valves (2 dwgs)	10	30		40
Thickened Sludge Pump Station - Plug Valves (1 dwg)	5	15		20
Construction Details (2 dwgs)	5	15		20
Prepare Project Manual:				
Standard EJDC Front End Docs or NFWB Front End	4	16		20
Division 1	4	16		20
Division 22	2	4		6
Division 40	4	16		20
Opinion of Probable Construction Costs (OPCC)	4	8		12
Prepare Draft Plans, Specifications, and OPCC for Review (at 60% milestone)	5	15		20
Onsite workshop with CPL/NFWB	2	4		6
Address 60% Comments	2	8		10
Prepare Draft Plans, Specifications and OPCC for Review (at 90% milestone)	5	15		20
Onsite workshop with CPL/NFWB	2	4		6
Address 90% Comments	2	8		10
Issue Bid Ready Construction Documents	2	4		6
Total Task 2 Hours	85	257	0	342
Subtotal Task 1 and Task 2 Hours	93	277	0	370
Subtotal Task 1 and Task 2 Cost	\$12,090.00	\$36,010.00	\$0.00	\$48,100.00
Hazardous Materials Testing and Abatement Design Services				\$7,500.00
Detailed Design Out of Scope Allowance				\$5,000.00
TOTAL TASK 1 AND TASK 2 COST				\$60,600.00
Task 3 - Bidding Assistance				
Prepare for and Facilitate Pre-Bid Meeting		4	2	6
Field Questions and Issue Addenda (assume 2 total)	4	16	2	22
Attend Bid Opening and Prepare Bid Tabulation		4	2	6
Provide Recommendation of Award	2	4		6
Issue Notice of Award	2	4		6
Total Task 3 Hours	8	32	6	46
TOTAL TASK 3 COST	\$1,040.00	\$4,160.00	\$630.00	\$5,200.00
Task 4 - Construction Assistance / Resident Project Inspection				
Prepare for and Facilitate Pre-Construction Meeting	2	4	2	8
Review Shop Drawings (assume 20 @ 2 hrs per review x 1 review)		40	10	50
Respond to RFIs and Issue COs (assume 10 RFIs and 2 COs)	4	36	4	44
Issue Field Orders		16	4	20
Review and Approve Contractor Pay Applications (assume 4 @ 2 hrs each)	2	8		10
Prepare Record Drawings		20		20
Fifteen (15) Weeks Part Time Inspection			300	300
Total Task 4 Hours	8	124	320	452
TOTAL TASK 4 COST	\$1,040.00	\$16,120.00	\$31,500.00	\$48,660.00

Expenses: **\$100.00**

TOTAL FEE \$114,560.00