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AGENDA

Meeting of the Niagara Falls Water Board

April 26, 2021 at 5:00 p.m.

*****Meeting to be held via conference call pursuant to Executive Order 202.1 as extended by 202..101 – visit NFWB.org for call-in details.*****

1. Attendance and Preliminary Matters

- a. Asklar ____ Forster ____ Kimble ____ Larkin ____ Leffler ____
- 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 April 26, 2021. 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
 - i. March 22, 2021 Meeting
 - ii. April 13, 2021 Special Meeting

2. Executive Director

3. Superintendent

- a. Large Meter Information
- b. Planned Demonstration of Movable and Remote Readable Leak Spy Data Logger
- c. Fleet Vehicle Update

4. Engineering

5. Personnel Items

- a. April 26, 2021 Personnel Actions Sheet**

6. Information Technology (IT)

7. Finance

8. Questions Regarding March 2021 Operations and Maintenance Report

9. Safety

10. General Counsel and Secretary

11. From the Chairman

12. Resolutions

2021-04-001 – ESRI SOFTWARE LICENSE RENEWAL AGREEMENT

- a. Esri Renewal Agreement for 2021-2024**

2021-04-002 WWTP SPDES PERMIT RENEWAL ENGINEERING AND SCIENTIFIC SUPPORT SERVICES

- a. AECOM Proposal dated March 31, 2021**

2021-04-003 – AUTHORIZING OUTSIDE PIPES CREW LEADERS TO TAKE HOME WORK TRUCKS TO SPEED EMERGENCY RESPONSES

2021-04-004 – REJECTING ALL BIDS FOR WWTP PROJECT 9, INTERIOR PROCESS PIPING IMPROVEMENTS, AND DIRECTING REBID

2021-04-005 – TRANSFER STATION COATING FOR WWTP CHEMICAL BULK STORAGE TANKS 211-A, 216, AND 217

- a. Niagara Coatings Estimate dated March 22, 2021**

2021-04-006 – ACCEPTING BLUE CROSS HEALTH INSURANCE RENEWAL RATES

- a. Renewal Executive Summary**

13. Unfinished/Old Business

- a. 18th Street Slip Line**
- b. Roof Study**
- c. Beech Ave. Water Tower**
- d. Caulking Project WTP**

14. New Business & Additional Items for Discussion

- a. 56th Street Water Tower**
- b. Lift Stations**
- c. Sanitary Flow Regulators**

15. Executive Session (if needed)

16. Adjournment of Meeting



MINUTES

Annual Meeting and Business Meeting of the Niagara Falls Water Board March 22, 2021 at 5:00 p.m.

Note: This meeting was held via conference call pursuant to Executive Order 202.1 as extended by 202.96.

1. Attendance and Preliminary Matters

Acting Chairperson Larkin called the meeting to order at 5:00 p.m.

- a. Asklar P Forster P Kimble P Larkin P Leffler P
- b. Letters and Communications
- c. Public Comment (The meeting notice provided that public comments were to be submitted in writing to be read by the Secretary and to be received by 12:00 p.m. on March 22, 2021. Comments may be summarized when read).

Mark Laurie – Superintendent of Schools in Niagara Falls, submitted a written comment that was read aloud by Mr. Costello to the board members.

“I would like to extend his gratitude to the hard-working team at the NFWB for their cooperation, communication and customer service with some of the recent unforeseen water breaks and valve replacements. The coordination of services and communication with district staff has been exemplary. Despite often less than ideal working conditions, repairs are made swiftly, and resolution occurs immediately. If a timing issue arises, our Maintenance and Operations Director is notified immediately and has been given the ability to have input so that school district operations and functions never suffer. This collegial teamwork is noteworthy and very much appreciated. To the hard-working staff at the Niagara Falls Water Board, I say thank you on behalf of the Niagara Falls Board of Education, staff and students.”

Shirley Hamilton – President of the Niagara Falls Branch of the NAACP, submitted a written comment that was read aloud by Mr. Costello to the board members.

“We are pleased that the board has changed, and we are requesting that Resolution #2021-003-010 be approved. During her employment at the Water Board, Mrs. Walker has demonstrated that she ethically and responsibly looked out for the needs of the residents within the City of Niagara Falls. She has made sure that ethical and financial practices were carried out. She eliminated theft and unauthorized purchases, and she verified that overage

payments were researched and prevented, saving ratepayers thousands of dollars. Mrs. Walker is 1 of 4 African American employees at the Water Board, and she is the only African American Contractor. She has a proven record and this decision should be guided in the same way as the other contractors that had their contracts approved. We believe in equal opportunity and we are requesting that you vote yes on Resolution 2021-003-010. Thank you, and thank you in advance for standing for what is right.”

Mr. Costello notes that Mr. Laurie and Ms. Hamilton’s comments were the only comments received in writing prior to the meeting.

Ms. Kimble questions when the procedure regarding public comments was changed to written comments.

Acting Chairperson Larkin states this procedure was implemented when the board meetings began to be held virtually due to COVID-19 and is outlined in the meeting notices.

Ms. Kimble states that this is the first time she was made aware of this policy and that there have been people making comments during meetings that were not on the agenda.

Ms. Larkin asked if anyone on the call who had not submitted a comment by the deadline wanted to speak.

Mrs. Garrett states that she would like to speak on behalf on maintaining Mrs. Kendra Walker’s employment with the NFWB. Ms. Garrett states that she believes that Mrs. Walker has been a great asset to the NFWB which has a reputation for not hiring or promoting a lot of diverse or African American candidates and feels that Mrs. Walker should be retained.

Irene Wilson lives in the City and states that she would like to advocate for renewal of Ms. Walker’s contract with the Water Board.

d. Approval of Minutes

i. January 11, 2021 Business Meeting

Mr. Forster notes that the draft meeting minutes from January 11, 2021 state that “Mr. Forster stated Ms. Walker was not his selection.” Mr. Forster states that is incorrect and the minutes should state that Mr. Walker “was not solely his selection.” Mr. Forster would like that corrected in the meeting minutes.

Motion by Mr. Forster and seconded by Ms. Leffler to approve the meeting minutes from January 11, 2021 with the correction noted by Mr. Forster.

Mr. Asklar stated that he would abstain as he was not present for the meeting.

Asklar __abstain__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion to approve the minutes as corrected carried 4-0, with one abstention.

ii. January 25, 2021 Special Meeting

Motion by Mr. Forster and seconded by Ms. Larkin to approve the special meeting minutes from January 25, 2021.

Asklar __abstain__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 4-0, with one abstention.

2. Acting Executive Director

- a. WWTP Project Budget Tracker (CPL)**
- b. WWTP Construction Schedule Tracker (CPL)**
- c. Financial Award Summary (CPL)**
- d. WTP Chlorine Booster Project**
- e. Outside Crew Vehicles**
- f. LaSalle Consent Order – Amending Project Schedule**
- g. SPDES Permit Renewal**

Ted Donner presented an updated capital project status review to the board members, and highlighted noteworthy developments in Projects 1, 6, and 7.

Mr. Donner notes that the budget tracker will be updated to reflect the projects that have been completed, which will help identify any funds available from under-budget projects that may be available for other the projects. The budget tracker also will be updated to better track Project 2 and 2B (outfall) work, which involves different grants. The Phase 1 grant covers projects 1-10 and the Phase 2 grant covers Projects 2B (outfall), 11 (WWTP misc. piping), and 99 (FEMA).

Mr. Forster asks Mr. Donner his overall impression regarding the progress of the capital projects.

Mr. Donner states that amidst all the restrictions regarding COVID-19, he feels optimistic with the current progress and none of the projects are at a standstill.

Mr. Forster states that according to the budget summary, it appears as though things are going very well. Mr. Donner notes that there are opportunities in the next few months to continue to prioritize additional projects and coordinate with the DEC in order to complete additional work for the NFWB with remaining grant funds.

Mr. Costello notes that the WTP chlorine booster pump is proceeding. CPL will complete the limited design drawings that are necessary. Everyone involved will try their best to make that project as efficient as possible by utilizing in-house forces and limited services from Mollenberg-Betz where appropriate. If the cost for any component of the project exceeds \$10,000, it will be presented to the board for approval. The end result will be a redundant chlorine injection point near the raw water intake.

Mr. Costello states he emailed the board members in February 2021 regarding an exception to the NFWB's vehicle use policy to allow the four outside crew leaders the ability to take home their Water Board trucks. They may use the Water Board trucks exclusively to travel to the site of jobs such as water main breaks and to travel to and from work; no personal use is permitted. The crew leaders have signed agreements to those terms. Mike Eagler and Bill Wright have been monitoring employee usage of these Board vehicles. Mr. Costello notes that he believes it is beneficial to the NFWB to allow these employees access to take home vehicles in order to respond to unpredictable water main breaks more efficiently. Mr. Wright agrees, quickly isolating water main breaks protects the water tower.

Ms. Larkin seeks clarification from Mr. Wright regarding how much time is saved in responding, Mr. Wright notes that the water tower can be lost in 20-30 minutes and having employees respond directly with the tools needed to shut down mains saves some time versus traveling to the Water Board yard before going to the site, but he cannot specifically state how much time is saved. Ms. Larkin further questioned the GPS functionality in these vehicles, and management monitoring of the GPS. Mr. Wright states the GPS units are working and being monitored. Mr. Costello will draft a resolution for the April 2021 Board meeting to amend the vehicle use policy to include the additional stipulations that are associated with the use of these vehicles.

Mr. Costello states that he sent an email to the board members regarding the status of the LaSalle Consent Order, particularly regarding amending project schedule that the board had entered over 10 years ago. That order contained an 18-year schedule of work, with various projects throughout LaSalle. In recent years, the NFWB has completed studies (flow monitoring) and has determined that the projects called for under the existing Consent Order schedule are not the most cost efficient in terms of the intent of the Consent Order, which is to reduce sanitary overflows in that area. Unless the Board objects, the NFWB intends to contact the DEC to request that they agree to a modification to the current Consent Order to modify the projects called for in the schedule thereto, with any resulting modification to be presented for Board approval. No Board member objected to this plan.

Last, Mr. Costello would like to note that the NFWB has begun engaging in discussions with the DEC regarding the renewal of the WWTP's SPDES permit. Mr. Costello states that it is likely to be a long process involving gathering all necessary sampling and data to develop the new permit.

3. Superintendent

- a. Acoustic Leak Detection RFP**
- b. 18th Street Slip Lining**
- c. 10th and Michigan Water Main Replacement**

Mr. Wright states that the RFP for smart leak detection went out in early January 2021 with the deadline for submissions February 5, 2021. He discussed the evaluation of the resulting submissions, now presented for Board approval (Resolution 2021-003-008). The NFWB also

is working on an RFP for a more traditional acoustic leak detection survey, for another area of the City.

Mr. Wright states that he was informed by City Engineering that the 18th St. slip lining project was going out to bid in January 2021. Mr. Wright states that then there was an illness in the Engineering Department, and the individual that was handling the bid was out of the office for approximately 1 month. Mr. Wright states that he spoke with Mr. Buzzelli on March 17, 2021 and was informed that the next step that is needed is a “walk-through” on 18th St. with himself, Mr. Wright, and Mr. Eagler, prior to passing the information along to the DOH.

Mr. Forster states that he has asked for updates regarding the 18th St. slip line for all of 2020, now into 2021. Mr. Forster would like a time frame for completion.

Mr. Wright states he also has met with City Engineering regarding the water main replacement on 10th St. and Michigan Ave. City Engineering will work on this after 18th Street and the Military Road main replacement project. In the meantime, outside crews are repairing valves so we are ready when the work proceeds.

Mr. Forster asked whether the bids will be for ductile iron or PVC, and if there is a reason they usually are ductile iron. Mr. Wright notes a couple of projects have been done in PVC. Mr. Forster requests that Mr. Costello send correspondence to City Engineering regarding a quote for both ductile iron and PVC piping. Mr. Costello said he will send an email to City Engineering and see if they will consider doing so as alternates on the bid.

4. Engineering

Mr. Williamson provided an update on:

FEMA Hazard Mitigation Grant Program HMGP Project No.4204-0003:

GHD developed a revised scope of work for the project, reducing its size. Project costs for this revised scope of work are estimated at \$3.92 million, approximately 30% lower than the original \$5.72 million project budget. The FEMA grant would cover approximately 75% (\$2,853,779) of the cost and the NFWB's share would be 25% (\$1.1 million). If the NFWB wishes to proceed with this project, the next step is to submit this revised scope of work and cost estimate to FEMA for review. The NFWB also would need to request a 24-month extension of the grant schedule, which currently has a deadline for completion by June 1, 2021. Mr. Forster noted that the improvements at the WWTP since the 2013 flood event may mean this project is not worth its cost. Mr. Costello noted that the NFWB can seek FEMA approval of the revised project and extension, and then if that approval is granted it can decide how to proceed.

RFP 2020-04 Design Report for Improvements in WWTP Processing, Handling and Disposal of Sludge

Mr. Williamson noted that there is a resolution on the agenda in connection with this RFP, and that from the seven proposals received the recommendation is for GHD's proposal. Casey Cowan from GHD was on the call to answer any questions.

5. Personnel Items

a. March 22, 2021 Personnel Actions

Mr. Costello reviewed the position upgrades on the Personnel Action sheet and requested that an electrician position be restored and paid for with the payroll savings from having the Executive Director and Director of Administrative Services positions, which are budgeted for 2021, vacant thus far this year. Ms. Walker notes that the cost of the position upgrades that are listed is minimal, but there are no available funds to restore the electrician position because of other budget shortfalls.

Acting Chairperson Larkin suggests voting on personnel actions after Ms. Walker presents her financial update to the Board [see discussion and votes following votes on resolutions, below].

6. Information Technology (IT)

Mr. Costello notes that the New World cloud conversion is working well and there is nothing else new to report from information technology. Acting Chairperson Larkin is pleased with the smooth transition.

7. Finance

- a. March 2021 Finance Department Overview**
- b. Treasury Investment Account Reconciliation**
- c. Trustee Accounts Reconciliation**
- d. Operating Account Balances**
- e. Budget Performance through Feb. 28, 2021 – Revenue Only**
- f. Budget Performance through Feb. 28, 2021 – Sewer Fund Expenses**
- g. Budget Performance through Feb. 28, 2021 – Water Fund Expenses**
- h. Overtime by Department through Feb. 28, 2021**
- i. Annual Audit Update**

Ms. Walker began her report with a financial overview from March 2021. The Board was presented with updated information on the annual transfer to the City tax rolls. Ms. Walker notes that the City has given a 1-year notice to the NFWB, per the Operating Agreement, that

they will no longer provide billing and collection services for the NFWB – this will go into effect in the beginning of 2022. Currently exploring other options with different vendors in order to continue to provide additional payment options to the ratepayers.

Ms. Walker provided all board members with a copy of the year-to-date budget, broken down by revenue only, sewer fund expenses and water fund expenses.

Ms. Walker notes that the sludge disposal budget line is problematic. Ms. Walker explains that \$4 million was originally budgeted for sludge disposal and states that has since been reduced to \$1.75 million. Ms. Walker states that now that the sludge disposal bids have been received and reviewed, there is a deficit of approximately \$700,000-\$900,000. Ms. Walker states those funds will need to be restored by the second half of the year in order to cover the sludge disposal costs at the WWTP. She stated this is part of why a 5.5% rate increase was requested.

Mr. Forster questions the amount that was budgeted on the sludge-disposal line. Ms. Walker states \$1.75 million was budgeted; the Chief Operator of the WWTP, Bob Dunn, requested \$4 million because it was known the sludge disposal cost would increase substantially.

Acting Chairperson Larkin questions whether the \$1.75 million for sludge disposal was in the original budget or the amended budget. Ms. Walker states the \$1.75 million for sludge disposal was presented in the amended budget. Ms. Larkin asked which amendment changed the budgeted amount for sludge disposal, as she did not recall any of the amendments changing the line for sludge disposal and did not believe any changes were made to the sludge disposal budget line amount that was presented to the board members.

Ms. Walker stated the budget amendments were presented five minutes before the meeting; Ms. Larkin stated that Ms. Walker had been asked to reduce the rate increase from 5.5% because ratepayers could not afford the increase and that to her recollection the amendments did not change the sludge disposal budget. Ms. Walker stated that the reason for the 5.5% increase was recommended was explained by the rate consultant and by herself at the public hearing and that a 5.5% increase would have amounted to about \$25 more per year on a minimum bill. Ms. Larkin noted that the increase would have been a burden to struggling ratepayers, including individuals and businesses, and applied to more than just a minimum bill, but suggested moving on from the topic.

Mr. Forster states he does not recall ever reducing the sludge disposal budget line. Ms. Walker said the amount had been higher in one of the previous budgets.

Ms. Leffler suggests that Mr. Costello or Ms. Schroeder easily could review the budget amendments to identify whether the sludge disposal budget line was reduced by the Board. Ms. Kimble asks Mr. Costello to send the Board a list of the budget lines that were reduced by the budget amendments.

Ms. Walker provided the Board with an update regarding the annual audit. Ms. Walker explains that the audit still is proceeding. The financial team has submitted all the required information, the GASB 75 evaluation was completed last week and submitted to the auditors. Ms. Walker anticipates that the auditors will require another site visit in order to further review operations, but is awaiting further guidance from the auditors. Ms. Walker states the PARIS report, due on 3/31/2021 will not be timely. She believes the timing of the RFP pursuant to which the auditors were selected, and because this is the first year the new auditors are working for the NFWB, are factors in the audit not being prepared on time.

Acting Chairperson Larkin asked Mr. Costello to confirm when the RFP for auditors was completed. Mr. Costello states the board approved Resolution 2020-12-004 (Annual Audit Services) in December 2020 and the auditors were notified they had been selected within a week. Ms. Larkin asks Mr. Costello if at any point the auditors communicated that the timeline would prohibit the PARIS report from being filed on time, Mr. Costello stated they had not and believed when they submitted their proposal they anticipated meeting the deadline. Ms. Larkin asked if the auditors communicated any reason why they could not meet the deadline, Mr. Costello stated the auditors did express some concern regarding the timing of the information provided to them and also noted that there was a broad scope of work to be performed for a first-year audit; for any further details he would have to let the auditors speak for themselves.

With respect to ways to restore funds in order to fill an open position for an electrician, Ms. Walker suggests reducing what is paid to the City of Niagara Falls (billing and collections) – approximately \$83,000 annually – up to 50%, on the basis they no longer are processing mailed-in payments. Ms. Walker also suggest the possibility of reducing the temporary payroll budget line by reducing security guards at the WWTP - \$71,500 currently is budgeted. Ms. Leffler requests an analysis by Ms. Walker of the mailed-in payments the City previously had been handling to justify a reduction in what the Water Board pays.

Ms. Walker states that for good news, she was notified from Blue Cross and Blue Shield that the worst-case scenario regarding a rate increase for health insurance premiums would be 3%.

8. Questions Regarding February 2021 Operations and Maintenance Report

No questions were asked.

9. Safety

Nothing new.

10. General Counsel and Secretary

Mr. Costello requests an executive session be held in order to provide a brief update the Board members on developments in the Love Canal litigation.

11. From the Chairperson

Nothing new.

12. Resolutions

2021-03-001 – AUTHORIZING PURCHASE OF FIRE HYDRANTS AND COMPONENTS

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

Ms. Kimble asked how many hydrants we have in storage. Mr. Wright stated we have 30 six-foot hydrants and 13 five-foot hydrants, and that the plan is to install another 100 hydrants this year.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-002 – AUTHORIZING ENGINEERING DESIGN REPORT FOR WWTP SLUDGE HANDLING IMPROVEMENTS

a. GHD Proposal

Motion by Mr. Forster and seconded by Mr. Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-003 – EXTENSION OF BID FOR PICKUP, HAULING, AND DISPOSAL OF ALUMINUM-BASED RESIDUALS FROM WATER TREATMENT PLANT

a. March 15, 2021 Extension Offer from Modern Disposal Services, Inc.

Motion by Mr. Forster and seconded by Mr. Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-004 –AUTHORIZING AWARD OF WWTP SLUDGE HAULING AND DISPOSAL SERVICES

a. Bid Tabulation and Award Recommendation

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-005 – GRANTING THE STATE OF NEW YORK AUTHORITY TO PERFORM AN ADJUSTMENT OF NIAGARA FALLS WATER BOARD FACILITIES AND AGREEMENT TO MAINTAIN FACILITIES ADJUSTED VIA THE STATE-LET CONTRACT, PIN 5813.48

a. Cover Letter

b. Utility Work Agreement PIN 5813.48

Motion by Ms. Kimble and seconded by Mr. Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-006 – ENGINEERING SERVICES AMENDMENT PROJECT 2 AND 2B, GORGE PUMPING STATION REHABILITATION AND OUTFALL 003 REDIRECTION

a. GHD Proposal

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-007 – AUTHORIZING SETTLEMENT OF COOKE CLAIM

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

Asklar __abstain__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 4-0, with one abstention.

2021-03-008 – PILOT PROJECT FOR REAL-TIME MONITORING AND ANALYSIS OF WATER DISTRIBUTION SYSTEM – LEAK DETECTION AND PRESSURE

a. Echologics LLC Proposal

Motion by Mr. Forster and seconded by Mr. Asklar to table.

Mr. Forster appreciates the work that went into the RFP, but the project is \$211,000 for a small area. He spoke with Mike Eagler who suggested an alternative, pulling manhole covers and observing flows and the nearby catch basins. This will help identify leaks and the condition assessment can be linked to Lucity and to prioritize repairs. The necessary overtime would cost about \$3,000 to do this for a month, at which time the Board can evaluate the results. Ms. Leffler asked why the work would be overtime, Mr. Forster understands there is not enough manpower to do it during the week.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion to table carried 5-0.

2021-03-009 – AWARD WWTP PROJECT 7 CONSTRUCTION BIDS

a. EI Team Recommendation Letter and Bid Tabulation

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

2021-03-010 – RENEWAL OF EMPLOYMENT CONTRACT FOR DIRECTOR OF FINANCIAL SERVICES

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

Asklar __abstain__ Forster __abstain__ Kimble __Y__ Larkin __abstain__ Leffler __Y__

Motion did not carry, 2 yes and 3 abstentions.

2021-03-011 – ELECTION OF OFFICERS

Ms. Larkin noted that the way the resolution is drafted the voting would be for a slate.

Nomination by Ms. Larkin and seconded by Mr. Asklar for Mr. Forster as Chairperson.

Nomination by Mr. Forster and seconded by Mr. Asklar for Ms. Larkin as Vice Chairperson.

Nomination by Mr. Forster and seconded by Ms. Larkin for Mr. Asklar as Treasurer.

Nomination by Ms. Larkin and seconded by Mr. Forster for Mr. Costello as Secretary.

Motion by Mr. Asklar and seconded by Mr. Forster to close the nominations and approve.

Asklar __Y__ Forster __Y__ Kimble __abstain__ Larkin __Y__ Leffler __abstain__

Motion carried 3-0, with 2 abstentions.

2021-03-012 – FINANCE AND AUDIT COMMITTEE MEMBERSHIP AND MEETINGS

Motion by Ms. Larkin and seconded by Mr. Forster to nominate Mr. Asklar as Chairperson of the Finance and Audit Committee.

Asklar __Y__ Forster __Y__ Kimble __abstain__ Larkin __Y__ Leffler __Y__

Motion carried 4-0, with 1 abstention.

2021-03-013 – GOVERNANCE COMMITTEE MEMBERSHIP AND MEETINGS

Ms. Larkin asked if Ms. Kimble or Ms. Leffler would like the position, both declined.

Motion by Mr. Forster and seconded by Mr. Asklar to nominate Ms. Larkin for Chairperson.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

After the Board concluded its votes on the resolutions as reflected above, it returned to the March 22, 2021 Personnel Actions. Ms. Larkin made a motion seconded by Ms. Kimble to vote for on the actions listed in part “A” of the sheet from those listed at part “B.”

Asklar __abstain__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion to vote separately carried 4-0, with one abstention.

Motion by Ms. Larkin and seconded by Ms. Kimble to table Item A (1), Electrician.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion to table Item A (1) carried 5-0.

Motion by Ms. Leffler and seconded by Ms. Larkin to approve the personnel actions listed in Item B on the March 21, 2021 Personnel Actions.

Ms. Kimble asked the approximate cost of the position upgrades. Mr. Costello stated the upgrades will cost from \$0.74 to \$2.39 per hour.

Asklar __abstain__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 4-0, with one abstention.

13. Unfinished/Old Business

None.

14. New Business & Additional Items for Discussion

None.

15. Executive Session (if needed)

Motion by Ms. Larkin and seconded by Ms. Kimble to enter executive session at 6:54 p.m. for the purpose of receiving updates relating to recent developments in the Love Canal litigation.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

Mr. Costello explained for the public that was present on the call that when the Board enters executive session, they will be exited out of the call but can dial right back in to be present when the Board returns from executive session.

Whereupon, a brief break was taken prior to beginning the executive session.

On returning to the public meeting, motion by Ms. Larkin and seconded by Ms. Leffler to enter back into the open meeting at 7:38 p.m.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

The Board thereupon discussed reinstating monthly work sessions. A motion to direct the Secretary to schedule these work sessions was made by Ms. Leffler and seconded by Ms. Larkin.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.

16. Adjournment of Meeting

Motion by Ms. Kimble and seconded by Ms. Leffler to adjourn at 7:39 p.m.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried 5-0.



**MINUTES
Special Meeting
of the Niagara Falls Water Board**

April 13, 2021 6:00 PM

Note: This meeting was held via conference call pursuant to Executive Order 202.1 as extended by 202.96.

1. Attendance

Chairman Forster called the special meeting to order at 6:03 p.m.

a. Asklar P Forster P Kimble P Larkin P Leffler P

2. Interviews of Executive Director Candidates: Motion to enter into executive session for the purpose of considering matters leading to the appointment or employment of a particular person (Public Officers Law § 105(f)).

Motion by Ms. Leffler and seconded by Mr. Asklar to enter executive session at 6:04 p.m. for the purpose of conducting Executive Director Candidate interviews, considering matters leading to the appointment or employment of a particular person.

Asklar Y Kimble Y Larkin Y Leffler Y Forster Y

Motion carried 5-0.

Mr. Costello noted no members of the public were present on the call and thus omitted the customary instructions to the public regarding re-joining the GoToMeeting session to be present when the Board exits executive session.

The Board returned to the open meeting at 9:45 p.m.

Discussion regarding conducting an additional candidate interview on April 19 at 7:15 p.m., which will be cancelled if any Board member cannot attend. All Board members agreed, and Mr. Forster directed Mr. Costello to advise recruiter Thom Jennings to schedule a candidate interview for that date and time. The Board will identify a date and time for the remaining interviews on April 19.

3. Adjournment of Meeting

Motion by Ms. Larkin and seconded by Ms. Leffler to adjourn at 9:49 p.m.

Asklar __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__ Forster __Y__

Motion carried 5-0.

DRAFT

Niagara Falls Water Board
Personnel Actions and Report
Monday, April 26, 2021

Personnel Actions Sheet & Requested of the Board.
All appointments are subject to the appointee meeting the minimum qualifications and all applicable civil service conditions.

A. PERSONNEL ACTIONS RECOMMEND TO HIRE				
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT				
Line Item Number	Name and Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
1	Mark Richmond - MW2	Promotion to MW3	From Grade 9 (\$15.88/hr) To 12 (\$16.61/hr)	Meets minimum qualifications for MW3 and recommended by supervisor. \$.73 hourly increase equals approx. \$1,510 annually.

C. PREVIOUSLY TABLED PERSONNEL ACTIONS (From 2021)				
Line Item Number	Action and Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
1	Hire Electrician	WWTP	\$62,000/year	Tabled March 22.

D. OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION				
Name	Position	Department/Location	Pay Rate	ADDITIONAL INFORMATION

E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE				
Name	Last Day Worked	Dept.	Return Status	Comments
James Joyce	1/5/2021	WWTP Maint	TBD	Workers Comp

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-04-001

ESRI SOFTWARE LICENSE RENEWAL AGREEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) utilizes the Environmental Systems Research Institute, Inc. (“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 proposed Esri Enterprise Agreement, offering a fixed price of \$25,000 per year for the renewal of the Esri software license under a three-year agreement, totaling \$75,000; and

WHEREAS, Esri has advised Water Board staff that they require a standard three-year commitment and will not offer yearly renewal pricing absent special circumstances; and

WHEREAS, the Esri software is proprietary, sole-source, and the Water Board has made a substantial long-term investment in systems built using that platform, such that a competitive procurement of the software license renewal that is the subject of this resolution is not feasible;

* 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 enter into a three-year Enterprise Agreement with Environmental Systems Research Institute, Inc. (“Esri”), and to pay to Esri pursuant to the terms of that agreement a total of \$75,000 in three annual installments of \$25,000 each for renewal of the Water Board’s ESRI software suite license through July 9, 2024.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
0446.008 Software Maintenance/Licenses
Budget Line Supplied by: A. Janzen
Available Funds Confirmed by: B. Majchrowicz

On April 26, 2021, 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 Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board



March 23, 2021

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

Dear Adam,

We are looking forward to continue supporting Niagara Falls Water Board's GIS needs. I am providing proposed pricing and key business terms below.

The Esri Enterprise Agreement (EA) will remain in effect for three years and grant Niagara Falls Water Board uncapped access to the Esri products listed below.

The agreement will be effective on **7/9/2021** and requires a firm three-year commitment.

Although you have already deployed a considerable amount of Esri technology, our experience with similar customers indicates that there is significant potential to apply GIS in many additional areas within your organization. For these reasons, we believe that you will greatly benefit from an enterprise agreement. An EA offers numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software identified in this proposal and deployed within the organization
- Complete flexibility to deploy software products when and where needed

Proposed payment terms for the EA, developed to reflect your anticipated deployment schedule, are as follows:

	Year 1	Year 2	Year 3	Total
Annual EA Fee	\$25,000	\$25,000	\$25,000	\$75,000

Esri products and services to which Niagara Falls Water Board will have uncapped, single use deployment rights during the term of this agreement include:

- **ArcGIS Desktop:** Advanced, Standard, Basic (Single Use)
- **ArcGIS Desktop Extensions:** 3D Analyst, Spatial Analyst, Geostatistical Analyst, Publisher, Network Analyst, Schematics, Workflow Manager and Data Reviewer (Single Use)
- **ArcGIS Enterprise:** Advanced and Standard (Enterprise & Workgroup)
- **ArcGIS Enterprise Extensions:** 3D Analyst, Spatial Analyst, Geostatistical Analyst, Network Analyst, Schematics, Workflow Manager
- **ArcGIS GIS Server:** Advanced, Standard
- **ArcGIS Enterprise Additional Capability Servers:** ArcGIS Image Server (Optional Servers: ArcGIS GeoEvent Server)
- **ArcGIS Monitor**
- **ArcGIS Engine**
- **ArcGIS Engine Extensions:** 3D Analyst, Spatial Analyst, Engine Geodatabase Update, Network Analyst, Schematics
- **ArcGIS Runtime (Standard)**
- **ArcGIS Runtime Analysis Extension**

The EA also includes:

- **ArcGIS Online Named Users:** (50) Viewer named users and (50) Creator named users, with 10,000 annual credits
- **Apps for ArcGIS Online:** (5) Insights, (10) Tracker for ArcGIS, and (1) Business Analyst Web App
- **ArcGIS Enterprise Named Users:** (50) Creator named users
- **Apps for ArcGIS Enterprise:** (5) Insights and (10) Tracker for ArcGIS
- **ArcGIS Enterprise User Types Extensions:** (50) Utility Network
- **ArcGIS Developer Subscription:** (1) Professional Subscription
- **Esri CityEngine:** (2) Single Use Licenses

The EA also includes the following additional components:

- **Esri International User Conference:** (2) annual complimentary registrations
- **Authorized callers:** (3) callers

The following key business terms and conditions will apply to this EA:

- All your employees, in-house contractors, and employees of affiliates in which you have more than a 50% ownership interest will be eligible to use the products and services listed above for the sole benefit of Licensee. Current affiliates will need to be identified in the final agreement. Employees and contractors at companies that you or its affiliates acquire, merge with, or gain an ownership interest in during the term of this agreement will not be eligible to participate in the EA without the mutual agreement of the parties.
- Software products and services included in this proposal may only be deployed and used at your locations in the United States.
- Esri technology that may be embedded in any third-party products you acquire is not included under this agreement.
- You will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- Esri products not included in this agreement may be purchased at pricing that you are normally eligible to receive for software and maintenance.
- You will be automatically invoiced upon the effective date and at the start of each payment term thereafter. Payments are due within 30 days of invoice date.
- You will provide Tier 1 technical support and will designate the quantity of individuals listed above who may directly contact Esri for Tier 2 technical support.
- You will provide an annual report of installed Esri products to Esri.
- You agree to abide by all United States export restrictions.
- Esri products that are eligible for use in this agreement will be automatically available for downloading.
- You will name Esri your company-wide GIS standard, will act as an Esri reference site, and will permit Esri to publicize your use of Esri products.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's standard licensing terms and conditions and the terms of the EA.
- The details of this agreement will be confidential and may not be disclosed by the contracting parties.

This proposal is valid for 108 days. In order to complete the agreement within this timeframe, I ask that you contact me within the next seven days to work through any questions or concerns you may have.

Esri and Niagara Falls Water Board have a long and rich history working together. I appreciate the opportunity to present you with this proposal, and I believe it will greatly benefit your organization. Thank you very much for your consideration.

Best regards,

Dianna Noriega

Enterprise Agreement Account Manager | Esri Global Water Practice



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/23/2021 To: 7/9/2021*

Quotation # Q-421603

Date: March 23, 2021

Customer # 305615 Contract # ENTERPRISE
AGREEMENT

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

ATTENTION: Adam Janzen
PHONE: (716) 283-9770 x230
EMAIL: ajanzen@nfwb.org

Material	Qty	Term	Unit Price	Total
168089	1	Year 1	\$25,000.00	\$25,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 2	\$25,000.00	\$25,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 3	\$25,000.00	\$25,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
Subtotal:				\$75,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$75,000.00

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

For questions contact:

Dianna Noriega

Email:

dnoriega@esri.com

Phone:

(909) 793-2853 x3874

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

NORIEGAD

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Quotation # Q-421603

Date: March 23, 2021

Customer # 305615 Contract # ENTERPRISE
AGREEMENT

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

ATTENTION: Adam Janzen
PHONE: (716) 283-9770 x230
EMAIL: ajanzen@nfwb.org

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/23/2021 To: 7/9/2021*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote 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 tax 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.

For questions contact:

Dianna Noriega

Email:

dnoriega@esri.com

Phone:

(909) 793-2853 x3874

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

NORIEGAD

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT SMALL UTILITY (E215-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 50 ArcGIS Utility Network User Type Extensions (Enterprise)
 1 ArcGIS Business Analyst Web App

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**WWTP SPDES PERMIT RENEWAL ENGINEERING
AND SCIENTIFIC SUPPORT SERVICES**

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) operates pursuant to a State Pollutant Discharge Elimination (“SPDES”) permit issued by the NYS Department of Environmental Conservation (“DEC”); and

WHEREAS, the SPDES permit with an original effective date of November 1, 2013 last was modified in October 2018, and currently is the subject of a full review by DEC technical and professional staff that will culminate in issuance of a new SPDES permit; and

WHEREAS, the new SPDES permit is expected to incorporate changes that may include effluent discharge limitations or requirements that the Water Board’s existing physical/chemical treatment plant may not be able to meet or which may require significant process and/or technology modifications; and

WHEREAS, the DEC is requiring the Water Board to supply certain sampling data related to the SPDES permit by June 25, 2021, which should be reviewed by a consultant with appropriate knowledge and experience prior to its submission; and

WHEREAS, the Water Board’s professional, operations, and environment laboratory staff have limited experience with SPDES permit renewals; and

WHEREAS, the SPDES permit renewal process has advanced to a stage where the Water Board must:

1. review the WWTP’s present ability to meet certain proposed new effluent limitations, including reviewing available data and data that must be collected, and assessing the advisability of studies to establish whether compliance with proposed limits is within the technological capacity of the WWTP;
2. gain an understanding of the scope and cost of the process or technology upgrades necessary to comply with proposed SPDES permit changes;
3. develop a sampling plan to assess the impact of proposed permit modifications;
4. have guidance from an individual or entity experienced with the technical basis and methodology upon which modifications to parameters in SPDES permit renewals are based;
5. complete a technical review necessary to determine if DEC’s mixing-zone modeling accurately reflects conditions where the WWTP effluent discharges, a factor critical to the SPDES permit effluent limitations; and

WHEREAS, the Water Board must commence this work immediately in order to provide timely and scientifically valid feedback to DEC prior to DEC finalizing the renewed SPDES permit; and

WHEREAS, Water Board staff solicited AECOM, GHD, and Arcadis, the only firms known to Water Board staff potentially to have sufficient experience with the WWTP and the technical capabilities to provide the SPDES permit renewal support required; and

WHEREAS, AECOM has presented a March 31, 2021 proposal to provide the professional services necessary to perform the SPDES permit renewal parameter review and support and mixing zone model review that the Water Board requires on a time and material basis not to exceed \$31,450; and

WHEREAS, GHD and Arcadis have declined to provide a proposal, and representatives from both of those firms have suggested that selection of AECOM to perform the work likely is the best approach for the Water Board; and

WHEREAS, AECOM's proposal includes the use of Water Board Environmental Laboratory staff for sampling and other functions in order to reduce the overall cost of this work for the Water Board; and

WHEREAS, AECOM engineers have been performing various engineering and scientific studies at the WWTP that have involved gathering vast amounts of data and specialized knowledge and experience regarding the WWTP effluent and its process and technology limitations; and

WHEREAS, in recent years AECOM has provided consulting services regarding the WWTP's Consent Order and has worked on several studies directly relevant to determining whether DEC's proposed permit parameter modifications are likely to result in WWTP non-compliance given historic performance data and current WWTP status following recent capital and process improvements; and

WHEREAS, the work required to provide review and support for the Water Board's SPDES permit renewal is closely related to the following prior and ongoing studies and engineering services by AECOM (or URS, its predecessor): 2010-2015 turbidity study, 2016 mercury removal study, 2018-2019 chemical optimization studies, 2018-2019 disinfection improvement report and design, 2019-2020 physical/chemical treatment alternatives study with evaluation of two biological treatment pilot systems, 2020-2021 chlorine dioxide pilot testing, and ongoing Consent Order compliance support; and

WHEREAS, given the relatively modest cost of the SPDES permit work needed when compared to prior AECOM studies and the close association with the data previously collected and analyzed in connection with these previous projects, it normally would be advisable to contract for the extra work required in connection with the SPDES permit renewal as a change order to one of the open projects, but a change order is not desirable in this case because it would introduce unnecessary complication with the grants applying to these previously authorized projects; and

WHEREAS, pursuant to the Water Board's Procurement Policy Section 5.8.3, procurement of professional services over \$10,000 generally should be pursuant to a request for proposals ('RFP') or request for qualifications ('RFQ'); and

WHEREAS, consistent with the procurement policy, this resolution has set forth (1) the reasons why a formal RFP or RFQ was not issued; (2) which firms informally were solicited for proposals; and (3) why the procurement should not be postponed to permit compliance with Section 5.8.3; and

WHEREAS, the Division of Minority and Women's Business Development has approved an in-year exclusion of this procurement from the Water Board's MWBE goals due to the nature of the procurement;

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to enter into an agreement with AECOM consistent with that firm's March 31, 2021 proposal to provide the professional services related to the SPDES permit renewal parameter review and support and mixing zone model review, on a time and material basis not to exceed \$31,450.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA.8110.0001.0451.000 – WWTP Administration Consultants
Budget Line Supplied by: D. Williamson
Available Funds Confirmed by: B. Majchrowicz (budget line contains sufficient funds for this expenditure but may need to be supplemented through transfers in order to cover future expenses)

On April 26, 2021, 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 Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board

March 31, 2021

Mr. Sean Costello
Interim Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Subject: Proposal for NFWB WWTP Permit Renewal Assistance

Dear Mr. Costello:

Pursuant to our recent communications, AECOM USA Inc. (AECOM) is pleased to submit this proposal to the Niagara Falls Water Board (NFWB) to provide assistance with the review and management of permit renewal proceedings for the wastewater treatment plant (WWTP). The contents of this proposal are organized as follows:

- Background Information
- Project Understanding
- Scope of Work
- Project Team
- Project Schedule
- Project Budget
- Attachment A – Compensation Schedule

Background

The NFWB WWTP is located at 1201 Buffalo Avenue, in the City of Niagara Falls, New York. The WWTP is a physical chemical treatment plant and provides treatment of municipal and industrial wastewaters generated in the City of Niagara Falls and portions of the Town of Niagara. The Facility's State Pollutant Discharge Elimination (SPDES) permit was last modified by the NYSDEC on October 29, 2018. The NYSDEC has reviewed the current SPDES permit that the facility continues to operate under and has recently provided draft renewal changes that present potential challenges and unknowns associated with existing and general technology treatment capabilities.

Project Understanding

The WWTP is unique in Western New York and the United States as it was conceived and designed at a time when the influent to the WWTP was laden with organic and inorganic chemicals from industrial wastewater discharges. Many of the compounds presumably were assumed to be toxic or inhibitory to a conventional activated sludge secondary treatment plant that was typically constructed in the 1970s and 1980s. The plant was also designed prior to implementation of industrial pretreatment regulations, and industrial wastewaters were discharged to the sewer system without treatment. Similarly, many of the current WWTP SPDES permit parameters are associated with chemical constituents that were being discharged by the industrial facilities and being treated at the NFWB WWTP.

Since the plant was conceived and built, the USEPA has promulgated industrial wastewater pre-treatment regulations that require industries to control their chemical discharges. Furthermore, many industries that use to operate and discharge to the WWTP no longer operate in the NFWB service district. As a result, the chemical loading in the wastewater and the need for activated carbon treatment has diminished to the point that it might no longer be the selected technology if the plant were designed and built today.

The NYSDEC has provided the NFWB with a preliminary draft permit with multiple changes that present challenges for future effluent discharge compliance. Ultimately, these permit changes may result in significant process and/or technology modifications such as more frequent carbon changes and an effluent dechlorination process.

AECOM has been providing engineering services such as alternative evaluations, permitting, process optimization, and design at the NFWB WWTP for many years. Based on our knowledge gained of the WWTP and operations while working at this facility, AECOM is poised to assist with supporting, reviewing, and providing technical guidance for this project

Scope of Work

To accomplish the objectives of this project, AECOM proposes the following project tasks:

- Task 1 – Renewal Permit Parameter Review and Support
- Task 2 – Mixing Zone Model Review

The work activities associated with each task are detailed below.

Task 1 – Renewal Permit Parameter Review and Support

AECOM has and will continue to review the proposed permit parameter modifications and provide technical and historic basis for negotiations with the NYDEC. As part of this support AECOM will provide:

- Assessment of the permit parameter modifications relative to historic and recent WWTP performance data to develop the likelihood of non-compliance given the current WWTP systems.
- Identify data gaps and the need for additional analytical testing specific to various unit processes (i.e., carbon bed effluent relative to post chlorination, etc.).
- Develop sampling plan(s) for the NFWB staff to implement to provide a better basis for evaluating the potential impacts from the proposed permit modifications.
- Review and provide comments associated with information provided by the NYSDEC.
- Provide comparative regulatory assessment of the proposed modifications using the NYS Technical and Operational Guidance Series (TOGS) and experience with other local municipality renewal methods.
- Coordinate with legal counsel as needed to support responses to the NYSDEC.
- Assess the need for follow-on studies and/or evaluations to implement any outcomes and/or requirements from the permit renewal. Provide specific evaluation and general study scoping details.

Task 1 - Assumptions

- NFWB will be responsible for any sample collection and analyses via inhouse laboratory staff or outside 3rd- party laboratory analyses developed as part of this project.

Task 2 – Mixing Zone Model Review

In Task 2, AECOM will provide a technical review of the NYSDECs proposed mixing zone included in the proposed permit modifications. The preliminary calculations of water quality based effluent limitations for the NFWB permit modifications have been developed using the CORMIX mixing zone model. The CORMIX model and input/output results have been provided by the NYSDEC.

The CORMIX mixing zone modeling system is used to predict dilution factors (DFs) under critical conditions for WWTP discharges. The CORMIX modeling system, developed for the U.S. Environmental Protection Agency (U.S. EPA), is a rule-based system that classifies the interaction of discharges and the receiving

water. The CORMIX models use empirically-derived curve fit equations to make dilution predictions. These equations are selected from length scales determined from input parameters that are input by the user. The program makes many of the decisions for the model-user based on the input parameters that are provided. As such, there is potential for changes to the model results based on specific inputs and interpretation of which receiving stream data and characteristics to use.

Task 2 - Assumptions

This task does not include CORMIX model simulations. Rather, this task only includes the review of the user inputs and model outputs to validate the model results. If a user input parameter or model configuration presents the potential for a significant impact to the CORMIX results a model simulation may be developed at additional cost. A single license for the CORMIX model is approximately \$4,500.

Project Schedule

A WWTP permit modification development and negotiation process can last for years depending on the proposed changes and the agency's review and willingness to compromise. It is unclear how long the NFWB WWTP permit modification process and will take; therefore, a defined schedule for this project cannot be developed. This scope of work is developed with an "as-needed" approach depending on the NYSDEC responses and negotiation outcomes.

Project Budget

Table 1 presents the level of effort and estimated cost to assist the NFWB with the preliminary permit modification information provided by the NYSDEC. We propose that the work be completed on a time and materials basis not to exceed \$31,450. If and/or when additional funds are required, AECOM will advise the NFWB and develop a path forward accordingly.

TABLE 1
Estimated Budget

Task	Labor			
	Hours	Cost	Expenses	Total
Task 1 – Renewal Permit Parameter Review and Support	146	\$26,233	--	\$26,233
Task 2 – Mixing Zone Model Review	22	\$5,217	--	\$5,217
Total	168	\$31,450	--	\$31,450

All project charges will be billed as follows:

- Labor – Direct salary times a 2.7 labor multiplier.

Personnel anticipated to work on this Project and current direct labor rates are listed below

- John Goeddert Ph.D. - Senior Technical Consultant \$78
- Dominique Brocard - Mixing Zone Expert \$107
- Jeff Tudini - Project Engineer/Project Manager \$56

Personnel not listed above may be used depending on their expertise and availability. All project billings will identify the individual working on the project, their title, billing rate, and hours worked listed by week ending date.

If NFWB is in concurrence with the services as proposed, please execute a purchase order, and email an executed copy to my attention at jeffrey.tudini@aecom.com. We truly appreciate the opportunity to

submit this proposal and look forward to working with you and your staff. If you have any questions or concerns, please do not hesitate to contact me at 716-868-4306.

Sincerely yours,
AECOM USA, Inc.

A handwritten signature in blue ink, appearing to read "Jeffrey Tudini".

Jeffrey Tudini
Project Manager

A handwritten signature in blue ink, appearing to read "Thomas M. McPherson".

Thomas M. McPherson, P.E.
Vice President

**AUTHORIZING OUTSIDE PIPES CREW LEADERS
TO TAKE HOME WORK TRUCKS TO SPEED EMERGENCY RESPONSES**

WHEREAS, the Niagara Falls Water Board (“Water Board”) motor vehicle use policy originally adopted pursuant to Resolution No. 2018-11-017 provides in part that “[u]nless specifically authorized by a Water Board contract or resolution, no Water Board employee shall be permitted to take home a Water Board vehicle overnight”; and

WHEREAS, the Water Board has determined that it is in the best interests of organization, its ratepayers, and the public to allow up to four outside collections and distribution crew leaders the option to take home their work trucks in order to reduce the time required to respond to emergencies including water main breaks with the tools necessary to isolate water mains, to begin barricading potentially dangerous areas, to begin the process of marking utilities for Dig Safely purposes, and to help to determine the appropriate personnel and equipment for repairs; and

WHEREAS, this Resolution sets certain terms and conditions pursuant to which crew leaders who opt to bring a Water Board truck home must agree in writing, and these terms are intended to protect against abuse of Water Board resources and to reserve to the Water Board its rights to manage its property, including the vehicle fleet;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes up to four outside pipes crew leaders take home Water Board work trucks, provided the employees agree in writing to the following terms and conditions, and any additional terms and conditions that management may reasonably require:

- 1) Authorized employees may not use the Water Board trucks for personal purposes, only to commute to and from Water Board facilities and work sites;
- 2) The vehicle's GPS unit must remain active at all times and will be reviewed frequently;
- 3) Employees must use best efforts to park the vehicle where it will be safe from damage;
- 4) Take-home vehicles will be suspended or revoked for any policy violations; and
- 5) Take-home privileges may be terminated or suspended by the Board or by management at any time and for any reason whatsoever.

Water Board Personnel Responsible for Implementation of this Resolution:

Superintendent
Acting Executive Director

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

Not Applicable.

On April 26, 2021, 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 Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-04-004

**REJECTING ALL BIDS FOR WWTP PROJECT 9,
INTERIOR PROCESS PIPING IMPROVEMENTS, AND DIRECTING REBID**

WHEREAS, on April 8, 2021 the Niagara Falls Water Board (“Water Board”) opened the two bids received for Wastewater Treatment Plant (“WWTP”) Project 9, Interior Process Piping Improvements; and

WHEREAS, on review of the bids prior to contract award it was determined that the advertisements for the project did not comply with the technical but mandatory requirements of General Municipal Law § 103(2), in that although the project was advertised in the NYS Contract Reporter, the Construction Exchange of Buffalo, Avalon’s plan room, and sent directly to contractors with known capabilities to perform the work, it was not published in the newspaper at least five days prior to the bid opening; and

WHEREAS, rebidding the project will allow for proper advertisement, and rebidding also may be in the best interests of the Water Board to the extent that it may attract additional bidders;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby rejects both bids received for Wastewater Treatment Plant Project 9, Interior Process Piping Improvements, and directs that the project be rebid.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Not Applicable
(Award will be under Draft CIP Item Nos. 11.3 and 11.4, WWTP Phase II Grant)

On April 26, 2021, 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 Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board

**TRANSFER STATION COATING FOR
WWTP CHEMICAL BULK STORAGE TANKS 211-A, 216, AND 217**

WHEREAS, in February 2020 the NYS Department of Environmental Conservation conducted an inspection of the various chemical bulk storage tanks at the wastewater treatment plant and on March 6, 2020 issued correspondence requiring certain corrective actions to bring those tanks into full compliance with New York State's Chemical Bulk Storage Regulations; and

WHEREAS, Water Board staff have completed most of the required work in-house, but will require the services of a specialty coatings contractor to repair the protective coating that protects the concrete secondary containment system that is safety measure for spills in the area of the transfer station for tanks 211-A, 216, and 217; and

WHEREAS, Water Board staff have solicited quotes from contractors to perform the necessary coatings work, with Niagara Coatings quoting the work at \$14,675, Riverview Services quoting the work at \$14,750, and AnCor declining to quote the job; and

WHEREAS, there are capital funds available to perform this work under the capital line for WWTP Project 6, Effluent Disinfection, which involves the chemicals for which this coating repair is required;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes payment of up to \$14,675 to Niagara Coatings Services, Inc., to repair the coating associated with the secondary containment system for wastewater treatment plant chemical bulk storage tanks 211-A, 216, and 217.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Item WWTP-6, Effluent Disinfection
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: B. Majchrowicz

On April 26, 2021, 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 Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board

NIAGARA COATINGS SERVICES Inc.

8025 Quarry Rd., Niagara Falls, NY 14304

(716) 297-5834 Fax: (716) 297-5603

www.niagaracoatings.com



Estimate

Job Name: Exterior Loading Pad

March 22, 2021

Estimate To: Niagara Falls Water Board
5815 Buffalo Ave.
Niagara Falls, NY 14304

Phone: 283-9770

Attention: Bob Dunn

We hereby submit specification and estimate for: Preparation and coating of exterior concrete pad.

Scope of work:

- Option 1. Sweep blast existing coating, remove loose material
Patch concrete, apply membrane where removed
Apply primer @ 3-5 mils dft
Apply 1st coat of epoxy @ 20-30 mils dft, broadcast sand into wet epoxy
Apply 2nd coat of epoxy over sand @ 20-30 mils dft

Cost for this work: \$ 9,200.00

- Option 2. Complete removal to concrete, abrade concrete, install new membrane
Apply 3 coat epoxy system as in Option 1.

Cost for this work: \$14,675.00

Product Specifications: (Blome International, or Sherwin Williams, or Carboline)

Our estimate to furnish material and labor-complete in accordance with the above specifications for the sum of:

Base Bid Price:*** As noted above.

Authorized Signature: Martin Chiappone.

Martin Chiappone-Project Manager
mchiappone@niagaracoatings.com

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-04-006

ACCEPTING BLUE CROSS HEALTH INSURANCE RENEWAL RATES

WHEREAS, the Niagara Falls Water Board offers health insurance as an employee benefit, with the Blue Cross plans offered based on the plans negotiated with its Unionized workforce; and

WHEREAS, the health insurance plans renew on June 1 each year; and

WHEREAS, Water Board staff have met with broker Crown Benefits Group, Inc., and Blue Cross has agreed to continue offering its plans to the Water Board for the same rates currently in effect, i.e. a 0% rate increase, for the June 1, 2021 to May 31, 2022 plan year;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to accept the Blue Cross renewal rates with a 0% increase for the June 1, 2021 to May 31, 2022 plan year.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Budget Lines: 0860.000 (For Each Department)
Budget Lines Supplied by: B. Majchrowicz
Available Funds Confirmed by: B. Majchrowicz

On April 26, 2021, 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 Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board



501 John James Audubon Pkwy, Suite 200, Amherst NY 14228, Phone 716 284-7868

EXECUTIVE SUMMARY NIAGARA FALLS WATER BOARD 2021 HEALTH CARE RENEWAL

4/22/2021

Enclosed is the Niagara Falls Water Board 6/1/2021 Healthcare renewal from Highmark BCBS of Western New York. Also included, are the supporting reports: Health Plan Performance Review, Covid-19 Dashboard Report, and the Top Rx Utilization report.

At this time, the NFWB renewal is calculated at a 0% increase over current 2020 premiums. This is based on utilization, demographics, and industry trend. Inflationary medical trend for WNY at this time is between 7% and 8% so the NFWB has performed better than the average for this area. Another positive is that the Covid-19 pandemic has not affected the NFWB to the extent that it has other groups. However we will continue to monitor the information BCBS provides as we move forward.

Crown is also investigating the option of the NFWB becoming a participant in the Alliance Trust for the purchasing of healthcare. If this option was agreeable to management and the union, by applying the purchasing power and programs of the Alliance, the NFWB could secure future cost reductions when comparing health care premiums. This would be without any carrier or benefit changes to any plans currently in place, due to the Alliance using BCBS as its carrier.

The Alliance has two possible renewal dates for its participants: 1/1 or 7/1. Since the current fiscal healthcare year for the NFWB is a 6/1 effective date, this should be taken into consideration, however the Alliance has brought on groups off cycle due to similar circumstances with other participants. This and other matters would be discussed in full with the NFWB prior to this endeavor.

As always, the relationship between the NFWB and Crown Benefits is greatly appreciated, and we have been and will continue to be interested in providing whatever we can to service this plan in the best possible way.

Sincerely,

Tony Tronolone

Tony Tronolone, Vice President
Crown Benefits