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**Working Session of the
Niagara Falls Water Board**

July 19, 2021 at 5:00 p.m.

5815 Buffalo Avenue

Niagara Falls, NY 14304

*****Meeting may be attended in person or via conference call --
visit NFWB.org for call-in details.*****

1. Attendance

Asklar (Board Member/Chairman of Finance/Member Exec. Staff Review Cmte.) _____

Forster (Chairman) _____

Kimble (Board Member) _____

**Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/
Chairwoman Exec. Staff Review Cmte.) _____**

Leffler (Board Member/Member Exec. Staff Review Cmte.) _____

2. Comments from Chairman Forster

3. Presentations (none scheduled)

4. Correspondence

- a. September 14, 2021 DEC Letter Approving Use of Phase II Funds for
WWTP Intermediate Pumps**
- b. Correspondence from City Administrator Extending Operation Agreement
to September 29, 2021**

5. Executive Director – Dr. Abderrahman Zehraoui

- a. WWTP Project Budget Tracker (CPL)**
- b. WWTP Construction Schedule Tracker (CPL)**
- c. Financial Award Summary (CPL)**
- d. Infrastructure Initiative**
 - i. Memorandum**
 - ii. PowerPoint Presentation**
 - iii. Correspondence from Dr. Zehraoui to Congressman Higgins**
 - iv. Letter of Support From Mayor Restaino**
 - v. Letter of Support from Legislator Grozio**

6. Superintendent – William Wright

- a. Plan for Procurement of Heavy Equipment for Outside Maintenance**

7. Engineering – Douglas Williamson

- a. FEMA Hazard Mitigation Grant Program HMGP Project No.4204-0003:**
- b. Town of Niagara Flow Monitoring**
 - i. Flow Monitoring Location Map**
- c. CIP Plan Update**
 - i. September 14, 2021 Draft Update**

8. Personnel Items – John Accardo

- a. September 27, 2021 Personnel Actions Sheet**

9. Information Technology (IT) – Dr. Abderrahman Zehraoui

10. Finance – Brian Majchrowicz

- a. 2022 Budget Update**
- b. Revenue Budget Performance Report through August 31**
- c. Sewer Fund Expense Budget Performance Report through August 31**
- d. Water Fund Expense Budget Performance Report through August 31**
- e. Board Fund Expense Budget Performance Report through August 31**
- f. Bank Balance Report – Bank on Buffalo and KeyBank**
- g. Treasury Investment Bank Balance**
- h. Wilmington Trust Bank Balances**
- i. Capital Payments – August 2021**
- j. August 2021 Budget Amendment Report**

11. August 2021 Operations and Maintenance Report

12. Safety – John Accardo

13. General Counsel and Secretary – Sean Costello

- a. Draft July 26, 2021 Meeting Minutes**
- b. Draft August 9, 2021 Special Meeting Minutes**
- c. Proposals for Rate Consultant and Consulting Engineer**
- d. Third Amendment to Operation Agreement**

14. From the Chairman

15. Resolutions

2021-09-001 – GENERATOR PREVENTATIVE MAINTENANCE SERVICE AGREEMENT WITH KINSLEY POWER SYSTEMS

- a. Kinsley Generator Maintenance Quote Revised June 22, 2021**

2021-09-002 – HEAVY EQUIPMENT FOR OUTSIDE MAINTENANCE

- a. First John Deere 75G**
- b. Second John Deere 75G**
- c. John Deere 333G**
- d. Trail King Tilt Trailers**

2021-09-003 – AUTHORIZING EXTENSION OF BID FOR SEWER LINE CHEMICAL ROOT CONTROL

2021-09-004 – AWARD BID FOR PRIMARY TREATMENT POLYMER

- a. Award Recommendation Letter and Bid Tabulation**

2021-09-005 – APPROVING THIRD AMENDMENT TO OPERATION AGREEMENT WITH CITY

- a. Draft Third Amendment**

2021-09-006 – PROCUREMENT OF GRIT CYCLONE SCREW AND PARTS

- a. Koester Associates Quote 2021-P-13920 for Grit Screw
- b. Koester Associates Quote 2021-P-13927 for Wear Shoes
- c. Smith & Loveless Letter Regarding Koester Being Sole Source

**2021-09-007 – DECLARING CERTAIN PROPERTY TO BE SURPLUS
TO BE DISPOSED OF AT AUCTION**

- a. List of Items Requested to be Declared Surplus for Disposal at Auction

**2021-09-008 – PAYMENT TO BONADIO & CO. FOR 2020 AUDIT AND EXERCISING
OPTION FOR 2021 AUDIT**

- a. Bonadio Invoice for Additional Fee for 2020 Audit Services
- b. Bonadio Engagement Agreement for 2020 Audit

**2021-09-009 – CHANGE ORDERS FOR PROJECT 2, GORGE PUMP STATION
REHABILITATION**

- a. STC Change Order 1
- b. John W. Danforth Change Order 1
- c. CIR Change Order 1
- d. GHD Proposal Dated September 8, 2021

**2021-09-010 – POLICY FOR TELECOMMUTING BY CERTAIN EXEMPT
EMPLOYEES**

- a. Draft Exempt Executive Employee Telecommuting Policy

Anticipated Additional Resolution(s) for Regular Meeting:

- 1. *Accepting Rate Consultant Proposal*
- 2. *Accepting Consulting Engineer Proposal*
- 3. *2021-2022 Property and Liability Insurance Policies*

16. Additional Comments from Chairman Forster

17. Unfinished/Old Business

- a. 18th Street Slip Line
 - Walk-through completed from Whitney Ave. to Ontario Ave. with City Engineering – discussed at board meeting held on 5/24/21.
 - City Engineering is hand-drawing certain utilities, design not complete as of July 19.

b. Roof Study

- Study is complete. Dave Jaros from CPL will now be the point person – discussed at work session held on 7/12/21.

c. Beech Ave. Water Tower

- Jay Meyers explains some modeling work is needed along with finalizing ideas for an ideal location (possibly Buffalo Ave.)
- Beech Ave. is not an ideal location due to the need for a pump station.
- Cost to complete the study – approximately \$9,800 – discussed at board meeting held on 5/24/21.
- Per Jay Meyers, as of July 19, project is 95% complete, final details to be discussed with NFWB.

d. Caulking Project WTP

- Exterior caulking complete.
- Bid for interior caulking awarded at July 2021 meeting; next step is to schedule the work.

e. 56th Street Water Tower

- CPL was tasked to explore ways to improve the functionality and eliminate the need for WTP operators to have to drain the water lower levels on a daily basis in order to recirculate the water; due to the lack of a recirculating pump and valve at the bottom of the tank - discussed at board meeting held on 5/24/21.

f. Lift Station Roofs

- As of September 14, 2021:
 - New pitched roof at 81st and Frontier has been installed using in-house labor and Carpenters from Union Hall.
 - Waiting on metal roofing material for 81st and Stephenson, should arrive by the end of September 2021.
 - J. Argona and M. Eagler are evaluating the possibility of performing the work required on the Cayuga Island lift station in house.

g. Chlorine System

- Adding a booster pump to the raw water chlorine feed would prevent loss of chlorine feed during a low-pressure scenario (i.e. Goodyear break).
- Will also provide backup to chlorine dosage during backflow testing/repairs
- CPL has done design, waiting for DOH approval of submittals, as discussed July 19.
- 9/14/2021 – Still waiting for DOH approval.

h. Emergency Backup Generators

- In need of repair – multiple issues with transfer gear and controls.
- 1 unit has been determined to need radiator parts/replacements.
 - Radiator repair approx. \$40,000.
- Work continues with Zenith – determined TS-2 and TS-3 need cleaning and lubrication, which involves removing power and running a separate generator to make the necessary repair.
- Quotes have been received for auto switching main plant power feeds to lessen the risks involved with a generator failure (unknown).
- Joe Argona provided a proposal from Milton-Cat (dated 4/19/21) for the installation of the auto-transfer scheme and relay upgrade for the (2) main incoming feeders for the WTP – discussed at board meeting held on 6/28/21.
- Working to plan a plant shutdown to clean electrical contacts and other preventative maintenance work on electrical system.
- 9/14/2021 – Tentative plan developed by J. Argona, R. Rowe, and Ferguson Electric is to do the necessary plant shutdown on October 13.

i. WTP Roofing

- Area over front main entrance vestibule is leaking – creating issues with drywall mold and cracking.
- Area over filter gallery with floating foam pieces – no leaks detected. Nearby roof drains have been cleaned to help with the issue - discussed at board meeting held on 5/24/21.
- A purchase order for \$8,750.00 has been submitted to Brad Farris from Tremco – work will be scheduled shortly – discussed at work session held on 7/19/21.
- 9/20/21 – Report from Tremco is included in work session packet.

j. Interior Lighting

- As of 9/14/2021, plan is to do low-lift lighting in-house.
- Replacement fixtures installed in accessible areas of low lift were not as bright as desired, a new light was ordered to test out in the building – discussed July 19.
- 9/14/2021 – A replacement fixture has been installed and is being evaluated.

k. HVAC Rooftop & Make Up Air

- Outdated units – need replacements – 4 out of the 5 units are inoperable.
- Still in need of additional units – the pandemic has brought this to the forefront, as makeup air is potentially regulated in certain environments as well as air filtration ratings.
- Joe Argona to provide pricing – discussed at board meeting held on 6/28/21.
- June 30, 2021 Quote for MUAUs totals \$263,222
- July 19 – D. Williamson and J. Meyers tasked with preparing bid specifications for this project.

l. PACL System Upgrades

- Need SCADA professionals to finish updating our program to match the 4 PACL pumps so that all 4 pumps can be utilized with SCADA control.

m. Bulk Chemical Storage Liners

- PACL liners complete – contractor has concerns about Fluoride toxicity. Maintenance department to follow up.
- - discussed at board meeting held on 5/24/21.
- Joe Argona states he is waiting on the Canadian borders to re-open in order to receive servicing on the fluoride tank. Also, waiting on a response from the DOH regarding regulations for not dosing during the time of servicing – discussed at board meeting held on 6/28/21.
- 9/14/2021 – Still waiting for border to reopen so work can proceed.

q. Board Member Asklar will have oversight on remodeling of the WWTP employee break room, shower area and bathrooms - discussed at board meeting held on 5/24/21.

- Board Member Asklar states he would like to meet with Dr. Zehraoui prior to their weekly finance meetings to further discuss – discussed at board meeting held on 6/28/21.
- Administration building bathrooms have been repainted; new vanities and mirrors will be installed; budget line for ordering these is needed as discussed at July 19 work session.

n. WTP Freeze-Thaw Bed Cleanouts - Freeze Thaw beds were designed with a maximum plant flow of 20 MGD, which we are now exceeding. The resulting amounts of solids have become more expensive and more difficult to have removed, and we frequently have to switch beds sooner than planned in order to maintain our SPDES permitted water quality.

- o. Carbon Silo needs repair and painting before it becomes unstable and needs demolishing.
 - i. Polymer and Carbon capabilities could be reinstated to improve plant capability.
 - ii. Joe Argona to get budgetary quote for painting silo.
 - iii. 9/14/2021 - NYS Industrial Coatings Quote - \$20,000; our painter can do it in house for \$5,000 to \$10,000 if we get a lift, plan is to schedule work in house for spring
- p. WTP Rapid Mix System Upgrade - We are only able to have one of our two rapid mixers connected to the emergency generator circuit. This requires us to have an electrician manually switch the circuits in order for operations to change over the rapid mixer for scheduled maintenance.
- q. Painting of Sedimentation plates and many various areas throughout the interior and exterior of the plant. Filter walls are peeling.
- r. WTP Chemical Offload Area Coating Replacement.
 - i. Quotes obtained, NYS Industrial Coating price is \$29,750, Niagara Coatings \$29,250.
 - ii. 9/14/2021 – Exploring doing in house, would need to have contractor do the necessary soda blasting to remove existing coating, then will work to schedule job in house Spring 2022 for approx. half cost of contractor.
- s. Repairs to WTP Rear Perimeter Fence.
 - i. Quotes obtained, Fox Fence with barbed wire option is \$21,611.29, Davidson \$23,480.
 - ii. 9/14/2021 – Can omit barbed wire to get under \$20,000, but will need to identify funds for this.

18. New Business & Additional Items for Discussion

- a. Follow up on Auditors' Recommendations
- b. WWTP Camera Installation
- c. Neptune Meter Project Report

19. Executive Session (if needed)

20. Adjournment of Meeting

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Water Resources, Deputy Commissioner
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-2794 | F: (518) 402-8541
www.dec.ny.gov

September 14, 2021

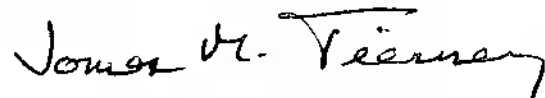
Nicholas Forster
Chairperson
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Dear Nicholas Forster:

The New York State Department of Environmental Conservation (DEC) is in receipt of the Water Board's August 31, 2021 request for additional funding for an engineering assessment of four intermediate pumps that were installed at the wastewater treatment plant in the early 1970s. The engineering assessment would include the suction and discharge valves, check valves, intermediate pumps, motors, and speed control. A scope of work and construction bid documents would then be developed, along with a cost estimate. The cost for the assessment is expected to be between \$50,000 and \$75,000, and the construction budget may be in the range of \$3 million, for a total of \$3,075,000. New York State's share would be approximately \$1,537,500.

DEC approves the use of \$1,537,500 from Phase II of the DASNY grants. This leaves a balance of \$1,082,500 available for projects at the wastewater treatment plant.

Sincerely,



James Tierney
Deputy Commissioner Water Resources

ec: Dr. Abderrahman Zehraoui (azehraoui@nfwb.org)
John Kolaga, Esq. (Kolaga@ruppbbaase.com)
Maureen Brady, Esq.
Mr. Chad Staniszewski, P.E.
Ms. Melanie Stein, P.E.
Mr. Robert Locey, P.E.
Ms. Denine Jackson, P.E.





City of Niagara Falls, New York

Anthony J. Restaino
City Administrator

August 19, 2021

Niagara Falls Water Board
Michael C. O'Laughlin Municipal Water Plant
5815 Buffalo Avenue
Niagara Falls, New York 14304
ATTN: Dr. Abderrahman Zehraoui

Dear Dr. Zehraoui,

Pursuant to our discussions in the development of a third amendment to the Operating Agreement between the City of Niagara Falls and the Niagara Falls Water Board, the City will extend the expiration date for other City services to be provided to September 29, 2021.

Very truly yours,

Anthony J. Restaino
City Administrator

Cc: Mayor Robert M. Restaino
Christopher Mazur
Nicholas Forster
Sean Costello

ESTIMATED CONSTRUCTION SCHEDULE

NFWB CAPITAL IMPROVEMENT PROJECTS

Updated: (9-15-21)	2019	2020	2021	2022	2023	2024
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Updated: (9-15-21)			2019												2020												2021												2022												2023												2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
TASK DESCRIPTION		PLAN START	PLAN END	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										



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

Last Updated: 9/15/2021

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

Project	Scope of Work	Original Budget	Scope/Vendor	Estimated Task	% Billed	Recent Work Update
1	Sedimentation Basin Upgrades	\$10,390,000	Design and Bidding (AECOM - Approved)	\$409,000	98%	Construction continues on Basin 5. Experiencing equipment delivery delays.
			CA (CPL - Approved)	\$97,500	15%	
			CI (CPL & Subcontractor - Approved)	\$357,500	9%	
			GEN Construction (Hohl - Per Bid - Approved)	\$7,422,010	2%	
			ELEC Construction (CIR - Per Bid - Approved)	\$894,100	17%	
			Project Total	\$9,180,110	8%	
			Remaining Budget	\$1,209,890		
2	GPS	\$4,100,000	Design, Bidding, and CA/CI (GHD - Approved)	\$198,230	100%	Construction continues at GPS. Experiencing equipment delivery delays. Outfall Work complete. Approval pending on contract schedule extension requests.
			CA (GHD - Approved)	\$85,500	100%	
			CA (GHD Subcontractor - Approved)	\$131,300	51%	
			GEN Construction (STC - Per Bid - Approved)	\$2,653,000	31%	
			ELEC Construction (CIR - Per Bid - Approved)	\$418,300	21%	
			HVAC Construction (Danforth - Per Bid - Approved)	\$864,400	68%	
			Project Total	\$4,350,730	43%	
			Remaining Budget	(\$250,730)		
3	Screens and Grit Transportation Equipment Improvements	\$1,920,000	Design and Bidding (Arcadis - Approved)	\$166,786	100%	Construction continues on polymer equipment improvements. Experiencing equipment delivery delays.
			CA (Arcadis - Approved)	\$88,529	63%	
			CI (Arcadis Subconsultant - Approved)	\$59,000	4%	
			GEN Construction (Hohl - Per Bid - Approved)	\$1,527,000	10%	
			ELEC Construction (CIR - Per Bid - Approved)	\$140,800	22%	
			Project Total	\$1,982,115	21%	
			Remaining Budget	(\$62,115)		
4	Granular Activated Carbon and Filter Support Gravel Replacement	\$2,000,000	Design, Bidding, and CA/CI (AECOM - Approved)	\$90,793	100%	Construction Complete.
			GEN Construction (Carbon Activated - Per Bid - Approved)	\$1,626,875	90%	
			Final Project Total	\$1,717,668		
			Final Remaining Budget	\$282,332	14%	

5	Electrical System Improvements	\$2,610,000	Design/E.I. Team - Approved	\$102,120	100%	Project on hold. Bid opening held, with no received bids. Identifying path forward on bidding and construction of electrical improvements.
			Phase 2 Design - Approved	\$198,941	93%	
			CA/CI/TBD - Approved	\$65,374	0%	
			Const. - Per original project Budget (EI Team Estimates \$6M)	\$1,890,938	0%	
			Task 1 Construction - Ferguson - Approved	\$352,627	51%	
			Project Total	\$2,610,000	18%	
			Remaining Budget	\$0		
6	Effluent Disinfection	\$3,650,000	Design, Bid, and CI (AECOM - Approved)	\$190,233	100%	Construction Complete.
			GEN Construction (M&B - Per Bid - Approved)	\$1,366,000	95%	
			ELEC Construction (Ferguson - Per Bid - Approved)	\$108,000	98%	
			ELEC Construction (Ferguson - Approved Proposal - Network Improvements)	\$400,000	85%	
			CA/In-House - CPL (Included in current CPL term contract)	~ 5% or \$185,000 if by capital project engineer		
			Project Total	\$2,064,233	94%	
			Remaining Budget	\$1,585,767		
7	Replacement of Critical Heating and Ventilation Equipment	\$1,160,000	Design, Bidding, and CA/CI (E.I. Team - Approved)	\$111,800	100%	Project in construction. Experiencing equipment delivery delays.
			CA/ CI (EI Team - Approved)	\$28,520	11%	
			ELEC Construction (CIR - Per Bid - Approved)	\$177,363	0%	
			HVAC Construction (Danforth - Per Bid - Approved)	\$782,000	0%	
			Running Total	\$1,099,683	10%	
			Remaining Budget	\$60,317		
8	Replacement of Blower Equipment	\$300,000	Design/In-House AECOM/ CPL (Included in current CPL term contract)	N/A	N/A	Construction Complete.
			Const./Various Contractors - Per IDIQ Contract	\$90,118	100%	
			CA/CI/In-House - CPL (Included in current CPL term contract)	N/A	N/A	
			Final Total	\$90,118	100%	
			Final Remaining Budget	\$209,882		
9	Replacement of Process Piping	\$640,000	Piping Assessment Report (Ramboll - Approved)	\$59,770	100%	Project #9 proceeding into construction phase. Experiencing equipment delivery delays.
			Design, Bidding, and CA/CI (JMD - Approved)	\$114,560	17%	
			Construction - (MLP - Per Bid - Approved)	\$428,300	0%	
			Running Total	\$602,630	13%	
			Remaining Budget	(\$37,370)		
10	SCADA Improvements	\$455,000	Phase 1 Design/ Construction/Kaman - Approved	\$352,450	61%	Kaman continues SCADA upgrade work and coordination with Capital Project Engineers.
			Phase 2 Design/ Construction - Approved (For Project #6)	\$146,200		
			Running Total	\$498,650	61%	
			Remaining Budget	(\$43,650)		
Phase 1 Budget Total =		\$27,000,000	Anticipated Total Cost (Percentage of Total Budget)	\$24,195,937	Remaining Phase 1 Budget	\$2,804,063

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

Niagara Falls Water Board (NFWB) Overall Capital Project Budget Summary (Phase 2 Overall Budget = \$13M)

Project	Scope of Work	Budget	Scope/Vendor	Estimated Task	% Billed	Recent Work Update
2B	Outfall	\$1,700,000	Design, Bidding, and CA/CI (GHD - Approved)	\$37,400	100%	(See Project #2 Update)
			GEN Construction (STC - Per Bid - Approved)	\$562,000	90%	
			Running Total	\$599,400	91%	
			Remaining Budget	\$1,100,600		
11A	18" Plant Drain Upgrade	\$225,000	11A Design, Bidding, and CA/CI (JMD - Approved)	\$15,890	75%	Project #11 proceeding into construction phase. Experiencing equipment delivery delays.
			Const. (Danforth - Per Bid - Approved)	\$169,000	0%	
			Running Total	\$184,890	6%	
			Remaining Budget	\$40,110		
11B	Hypo and Sludge Improvements	\$975,000	11B Design, Bidding, and CA/CI (JMD - Approved)	\$52,965	22%	
			Const. (Danforth - Per Bid - Approved)	\$457,800	0%	
			Running Total	\$510,765	2%	
			Remaining Budget	\$464,235		
Ph. 2 Budget = \$13,000,000			Phase 2 Running Total	\$1,295,055		
*Updated to reflect full available Phase 2 Budget, grant not yet approved		Phase 2 Remaining Budget	\$11,704,945			

NFWB Financial Award Summary

Last Updated: 9/13/21

Note: Changes from last summary are in red text



Description	Amount	Source	Status
AWARDED			
Bollier Avenue Watermain Improvements 2017	\$400,000 total \$240,000 grant	NYS EFC DWSRF 18435	Funding Agreement Signed. Construction completed October 2020. NFWB with assistance from City to submit for reimbursement with EFC.
Various Watermain Improvements 2018 GRANT Portion	\$5,495,000 total \$3,000,000 grant \$2,495,000 loan	NYS EFC DWSRF 18588	City Engineer and Urban Engineers started design on two streets. CPL started design on 77th Street & Whitney Ave. NFWB awaiting invoicing paperwork from City before grant pay request can be made to EFC.
Various Watermain Improvements 2018 LOAN Portion	\$5,495,000 total \$3,000,000 grant \$2,495,000 loan	NYS EFC DWSRF 18588	City Engineer and Urban Engineers started design on two streets. CPL started design on 77th Street & Whitney Ave. CPL assisting with loan reimbursement only. NFWB awaiting invoicing from City before loan request can be made to EFC.
Sewer Plant Phase 1 Improvements	\$13,500,000 grant	NYS DASNY ID #15688	Awarded. Reimbursement requests underway with DASNY and money received.
Sewer Plant Phase 1 Improvements	\$13,500,000 loan long term \$27,000,000 loan short term	NYS EFC #C9-6603-12-00	Financial agreement has been processed April 2021. Disbursement request #1 for \$1.6 million has been received by NFWB. EFC reviewing construction documents so future request can be made.
Sewer Plant Consent Order Items 11 & 14	\$500,000 grant	NYS DEC & EFC R9-20170906-129	Paperwork submitted and EFC/DEC reviewed. Payment has been issued.
LaSalle Sewer Area Phase 1 system report update & flow monitoring	\$100,000 grant	NYSDEC Engineering Planning Grant	Total payment of \$100,000 has been received by NFWB.

NFWB Financial Award Summary

Last Updated: 9/13/21

Note: Changes from last summary are in red text



Description	Amount	Source	Status
FUTURE			
2021 Various Watermain & System Improvements	\$5,300,000 total \$3,000,000 grant \$2,300,000 loan	NYS EFC	Submission paperwork prepared. Waiting on State to announce grant sessions. Financial assistance submission to IUP made in Sept 2020. NFWB reviewing possibility of performing Military Road work in house. CPL to work with staff to update projects as necessary. Application deadline not announced.
2021 Various Sewer & System Improvements	\$5,300,000 total \$1,250,000 grant \$3,750,000 loan	NYS EFC	CPL to work with staff to prepare list of projects. Then discuss with NFWB if paperwork should be prepared for submission process. Application deadline not announced.
LaSalle Sewer Area Phase 2 system report update & flow monitoring	\$250,000 total \$100,000 grant \$150,000 NFWB Match	NYSDEC Engineering Planning Grant	CPL submitted application 2/10/21. EFC sent denial letter May 2021. Conf call with EFC 6/3/21, application can be submitted again. Application submitted 7/30/21. Anticipate late 2021 award announcement.
LaSalle Sewer Area Phase 2 Construction	\$1,000,000 total \$800,000 grant \$200,000 NFWB match	NYSDEC WQIP	Waiting on State to announce grant sessions. Financial assistance submission to IUP made in Sept 2020. EFC sent letter dated 3/4/21 stating construction work is eligible for hardship financing (0% loan). Eligibility in effect through 9/30/22. Application submitted 7/30/21. Anticipate late 2021 award announcement.
Local Government Records Management Improvement	Grant, varies. Up to \$150,000 if submit with City	NYS Archives	Recommend NFWB partner with City to maximize grant award. If City not interested, NFWB should make application by themselves. Application period anticipated to be early 2021. NFWB met with City Feb 2021 to discuss. City hiring Grant firm. CPL awaiting direction.
Local Government Efficiency Program	Grant, varies. Up to \$150,000 if submit with City	NYS DOS	For projects that will achieve improvements between NFWB and other entities such as County, City, Public Safety, etc. NFWB met with City Feb 2021 to discuss. CPL awaiting direction.
Zero-Emission Vehicle Infrastructure Grant (electric charging stations)	max \$250,000 per location and max \$500,000 to NFWB, up to 20% NFWB match	NYS OCC	Stations must be accessible by public. Part of CFA process. Next application deadline anticipated July 2022.
Large Funding Request Sewer Plant Biological Conversion	\$250,000,000	NYS & Federal	Effort underway with officials for request.
Large Funding Request Lead Removal	\$70,000,000	NYS & Federal	Effort underway with officials for request.



August 2021

Request for Federal Infrastructure Funding

Niagara Falls Water Board (NFWB) Wastewater Treatment Plant (WWTP) Conversion and Modification into a Biological Treatment Process

The WWTP, now a facility of the state-created Niagara Falls Water Board, was built by the city of Niagara Falls and placed into service in April 1977. The WWTP provides physical-chemical treatment of municipal and industrial wastewater using activated carbon filtration; *it is the largest physical-chemical treatment plant in the country.* In fact, it was one of only thirteen physical-chemical plants in the country and one of only four operating today. It is the only one that continues to operate in New York State. A physical-chemical treatment system was selected at that time due to the significant amount of organic and inorganic chemicals in the industrial wastewater discharges, and the notion that the chemicals would be inhibitory to conventional biological treatment processes. Physical-chemical treatment processes were used because they were considered less susceptible to loadings of organic chemicals, metals, and pH changes due to the local industry discharges. However, the number of industries and amount of industrial wastewater has significantly declined over the years, resulting in decreased pollutant loadings to the WWTP.

In July 2017, as a result of a cleaning operation at the WWTP, there was a significant discharge of “black water” into the Lower Niagara River a short distance north of the Niagara Falls, one of the world’s best-known waterfalls and a leading tourist destination drawing millions of visitors per year. As such, the incident received worldwide media coverage and drew criticism and concern from federal and state officials, print, broadcast and electronic media, our Canadian neighbors, area business associations and others.

The incident resulted in an Order on Consent (R9-20170906-129) with the New York State Department of Environmental Conservation (NYSDEC) for ongoing and continual efforts to make improvements to achieve the most effective wastewater treatment possible and to maximize the capture of wet weather flows for benefit of the environment. Please open the following link to a very comprehensive study – required by the Order on Consent - that strongly makes the case for the requested project:

https://nfwb-my.sharepoint.com/:p:/g/personal/dvlahopoulos_nfwb_org/EUdxcEdhVVPu5pjVVBaR84BoukdK7UMbYBot8ZHwGiyNg?rtime=kRWlnNFc2Ug.

Where are we?

Since 2017, noteworthy progress has been made improving the WWTP to prevent similar discharges, modernize equipment and enhance staff training to allow proper operation for the near future. However, significant improvements must be made for continued, long term effective operation.



Short Term (until 2022)

- \$27 million in capital improvements to stabilize existing WWTP are underway.
- NYSDEC has agreed to provide \$20 million in funding to the NFWB in the form of 50-/50 matching grant
- \$13.5 million ear-marked for the \$27 million in identified projects
- \$6.5 million will be allocated to future work such as wet weather flow reduction, outfall relocation, WWTP conversion, or other projects related to the WWTP.

These capital improvements will not eliminate the turbidity (cloudiness), or color of the effluent discharged to the Lower Niagara River at the base of the Rainbow Bridge.

Longer Term (Beyond 2022)

- Address the cloudy discolored effluent.
- Outfall relocation is ~ \$110 million project and will only move the problem to an area where it will be less apparent.
- Conversion of the plant to a biological treatment system will eliminate the turbid effluent.
- Treatability studies have been performed and cost estimates prepared.
- ***Capital costs will be in the \$200 to \$250 million range.***
- This amount far exceeds the NFWB's funding capacity and will require significant grant funding.
- Additional low-cost power allocation from the New York Power Authority will help to keep operating costs down.

The NFWB has done everything possible to make the existing plant technology operate to meet the permit. There have been no flow violations in 3 years, no 100-foot weir flow (partial bypass) in two plus years, all filter backwash is returned for treatment, substantial amounts of sludge continue being processed at an excessive cost, and wet weather flow treatment has improved.

* The NFWB is currently under an Order on Consent (R9-20170906-129) with the New York State Department of Environmental Conservation (NYSDEC) for ongoing and continual efforts to make improvements to achieve the most effective wastewater treatment possible and to maximize the capture of wet weather flows for benefit of the environment. Still, chlorine usage is thirty times what a biological plant of equivalent size would be (30,000 gallons/day) This is not "green", sustainable, or environmentally friendly in any way.

All equipment at the plant is functional and major capital upgrades are being undertaken to improve reliability and lengthen lifespan of the equipment. Upgrades have focused on those portions of the plant that would remain if converted to biological treatment. The upgrades undertaken thus far (\$40 million) ***WILL NOT*** result in any significant improvement to our effluent color or turbidity.

Abderrahman Zehraoui, Ph.D
Executive Director, Niagara Falls Water Board
5815 Buffalo Ave. Niagara Falls, NY 14304
Office: (716) 283-9770 x2113
azehraoui@NFWB.org
www.nfwb.org



1

Presentation Outline

- Historical & Design Basis Information
- Limitations of WWTP
- Effluent Discharge Location
- Consent Order
- WWTP and Collection System Needs



2

Niagara Falls WWTP (Short) History & Design Basis

- 1970 Design Basis
 - 33 Major Industries
 - Wastewater was presumed toxic and not amenable to biological treatment
 - One Physical/Chemical plant at current site was selected
 - Phosphorous removal required
 - Activated carbon filtration



3

Historical Timeline

- Design Complete 1972
- Plant Construction 1973 - 1977
 - General Pretreatment Regs (40 CFR 128) 1973
 - SUO was implemented 1976
 - Industries had to reduce flows
 - Sewer rents encouraged industries to manage their own WW
- Categorical Pretreatment Regulations (40 CFR 403) 1978



4

Current Conditions (2017) -vs- Design Basis (1972)

- Flow
 - 30 mgd (-vs- 48 mgd average)
 - 6 mgd industrial wastewater (-vs- 26 mgd)
 - 6 mgd commercial/domestic (-vs- 12 mgd)
 - 18 mgd Infiltration & Inflow (-vs- 10 mgd) (Combined sewer)
 - 85 mgd peak
 - Population < 50,000
- WW Influent Characteristics
 - 81 mg/l vs 250 mg/l TSS
 - 78 mg/l vs 364 mg/l COD (25 mg/l TOC, 3.1 COD/TOC ratio)
- Little or no chlorinated organics/toxic chemicals



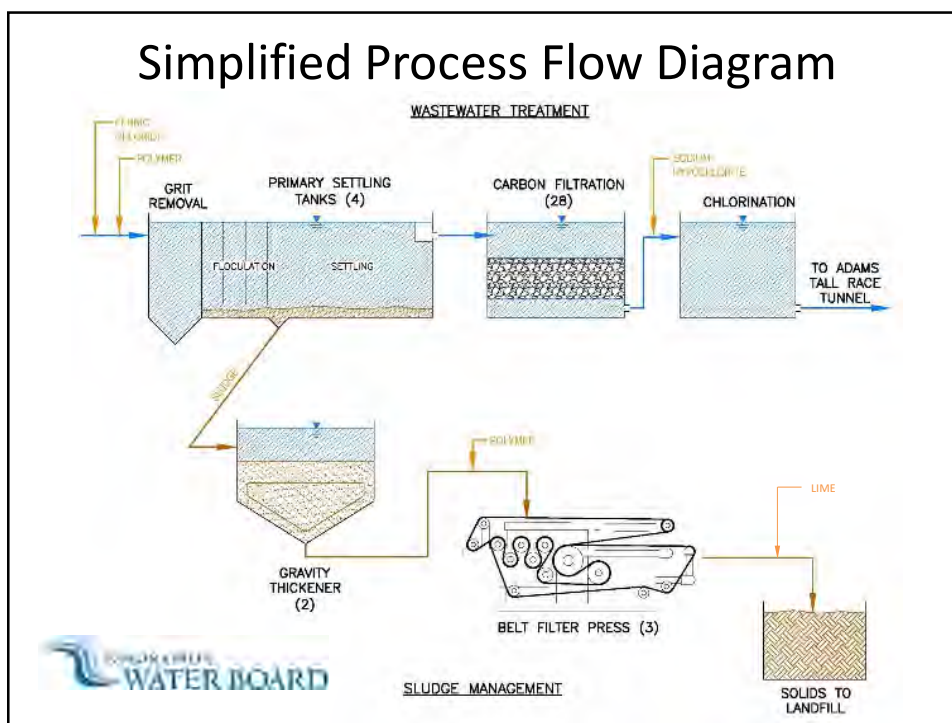
5

Physical Chemical Treatment

- Enhanced Primary Settling
 - Chemically enhanced primary treatment (CEPT)
 - Ferric chloride + anionic polymer
 - Sedimentation
- Activated Carbon Filtration (down flow)
- Chlorination for Bacterial Disinfection



6



7

What's Missing? What's the Problem?

- What's Missing: Soluble BOD removal
 - Oxygen depletion in the carbon filters
- Contributing Factors:
 - Sulfate – ubiquitous (100 mg/l)
 - Biological activity
- Problem:
 - Sulfide is generated in the carbon filters due to biological activity
 - Sulfide causes: odors, corrosion, chlorine demand, turbid effluent



8

Sulfide & Hypochlorite (or any oxidizer)



- Elemental sulfur – White to whitish yellow solid precipitate with very small particle size
- Does not readily settle
- Causes milky white effluent



9

Factors Affecting Sulfide Generation

- Oxygen Depletion
 - Without a process to remove soluble BOD oxygen depletion is guaranteed
- Other Ingredients
 - Naturally occurring bacteria (i.e. wastewater, GAC biofilm)
 - Sulfate (ubiquitous)
- Temperature - higher temperatures increases
 - Oxygen depletion
 - Sulfate reduction



10

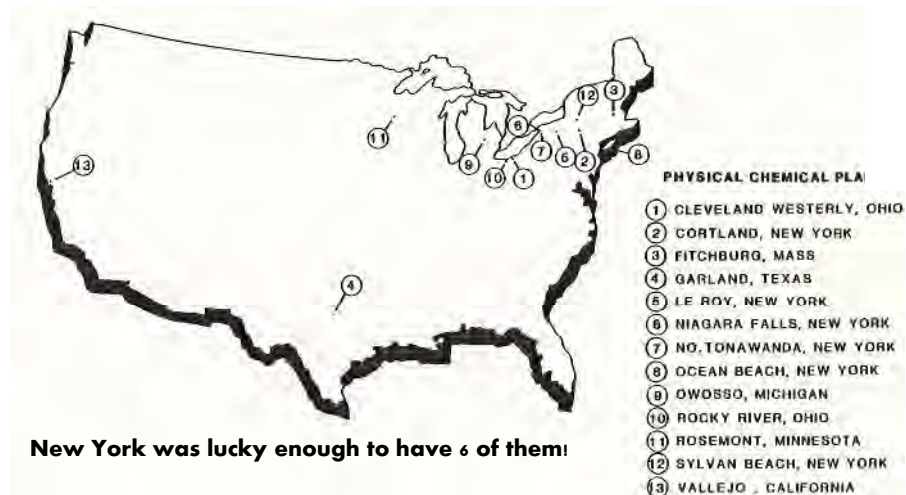
Effluent Color and Turbidity

- Chlorination of effluent generates turbidity
- This is the last process prior to discharge
- Color is affected by carbon effluent and carbon filter backwash, both of which impart a black color to the discharge.
 - Iron sulfide
- Depending upon how filter backwash is managed, the color of the effluent can be anywhere from white to varying shades of grey



11

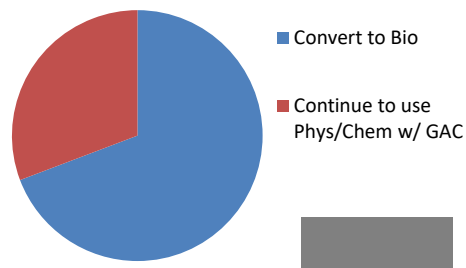
13 Physical Chemical Plants Constructed in 1970's



12

Fate of 13 Phys/Chem WWTPs

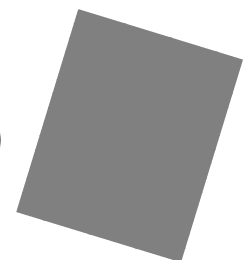
- 13 Phys/Chem Plants constructed in 1970's
 - 9 have converted to biological or closed
 - 4 continue to use Phys/Chem
 - 3 of these pre-filter & pre-chlorinate prior to GAC
- All Phys/Chem WWTPs had/have operational issues with sulfide, odors, etc.



13

Niagara River Flow

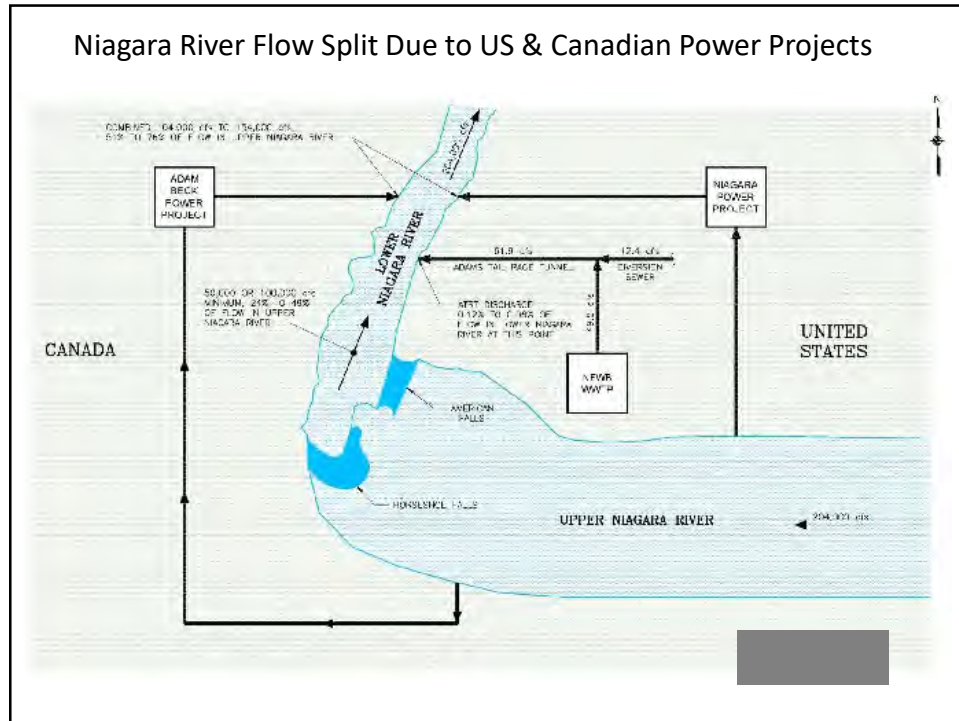
- Outlet from Lake Erie to Lake Ontario for all Great Lakes flow
- 204,000 cubic feet per second (cfs)
 - 2.3 Olympic size pools per second
- Seasonal power plant flow variations limit flow over Niagara Falls to 50,000 to 100,000 cfs



50 meter by 25 meter
by 2 meter (minimum)
= 660,000 gallons



14



15

0.06% to 0.12%

- ATRT makes up 0.06% to 0.12% of the flow in the Lower Niagara River

An aerial photograph showing the mouth of the Niagara River where it meets Lake Erie. The river is surrounded by dense green forest on the left and a body of water on the right. A small boat is visible in the water.

The logo for the Niagara Falls Water Board, featuring a stylized wave and the text "NIAGARA FALLS WATER BOARD".

16

Location Location Location



17

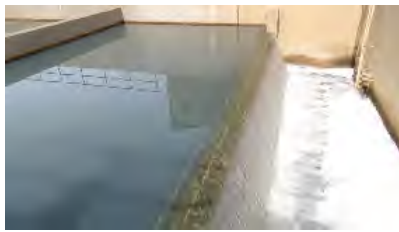
Outfall Characteristics

- Surface Discharge
- Eddy Current
- Minimal Dispersion
- Density stratification can occur in winter season
- All these factors are likely aggravated by reduced water flow in the river due to power projects.
 - Water level is 7 to 17 feet lower than pre-NYPA/Sir Adam Beck



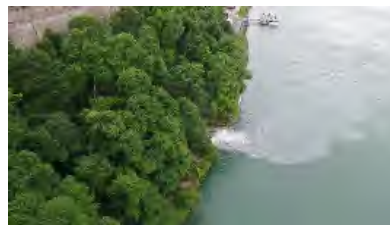
18

Effluent Contrast



19

Effluent Contrast



20

Effluent Location Summary

- Adams Tail Race Tunnel
 - Adjacent to Rainbow Bridge
 - Preexisting and conveniently runs from the WWTP to the lower Niagara River!
- Complicating Factors
 - Just downstream of Maid of Mist docks
 - In eddy current that carries ATRT discharge upstream
 - Surface Outfall (not submerged)
 - Discharges in River before power plant discharges



21

December 2017 Consent Order

- Optimize the operation of the current WWTP
- NFWB is being asked to further evaluate:
 - Efforts to minimize turbidity generation
 - Revisiting Outfall modifications/relocation
 - Further evaluating alternative treatment technology



22

Operational Changes Made to Date

- Minimal solids inventory being maintained
- Reduce the time the water stays in the WWTP to reduce sulfide formation
 - Two Sedimentation Basins on line
 - Two in reserve, one for carbon filter backwash
 - One GT on line
 - Filter SLR increased by 33% to 3.4 gpm/square foot



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WWTP Optimization Efforts

- Chlorinate primary effluent to reduce sulfide formation in the filters
- Chlorinate all filter backwash water
- Return a portion of filter backwash to head of plant for further treatment
- Evaluate alternative coagulants
- All studies are underway

Keep your fingers crossed!

24

Planned Upgrades (\$27 Million)

- Repair & renovate plant to improve reliability
 - Sedimentation basins
 - Gorge Pumping Station upgrades
 - Instrumentation and Control (SCADA)
 - Effluent Disinfection
 - Electrical power distribution
 - Numerous other areas
- All upgrades are to equipment that stays regardless of technology used in future



25

Long Term Choices

- Outfall Relocation
 - Moves/hides the problem at cost of > \$110 Million
- Pursue alternative treatment technology
 - Aerobic biological treatment
 - Treatment studies are underway
 - Cost to implement: \$200 million (Preliminary)



26

Collection System Needs

- SSO - Sanitary Sewer Overflows
 - LaSalle Area collection system
 - Permanently installed bypass pumps
 - Street deployed pumps
 - Excess wastewater is pumped from sanitary sewers to storm sewers
 - All are necessary to prevent basement flooding
 - No engineering estimates available for cost.
 - \$Hundreds of Millions
 - “guestimate”
- CSO – Combined Sewer Overflows
 - Excess flows from combined sewers discharged directly to River
 - Cost estimate to capture 95 to 97% of CSO
 - \$270 Million to \$1 Billion



27

Summary

Many Needs

- Stabilize existing WWTP - \$27 million (underway)
- Alternative treatment facility (biological) ~ \$200 ish million
- CSO Capture 95% to 97% CSO capture ~ \$270 Million to \$1 Billion
- SSO elimination - \$Hundreds of Millions

Limited Resources

- Stabilize existing WWTP – In process
- Optimize existing WWTP – In process
- Convert to Biological WWTP – Studies underway, report available later this year. **WILL REQUIRE FINANCIAL ASSISTANCE!**
- Work on CSO/SSO flow reduction over time. **WILL REQUIRE FINANCIAL ASSISTANCE!**



28



August 24, 2021

The Hon. Brian Higgins
Member, House of Representatives
Larkin at Exchange
726 Exchange Street, Suite 601
Buffalo, NY 14210


Subject: Federal Infrastructure Funding, Niagara Falls Water Board
Via hand delivery and electronically

Dear Congressman Higgins:

When I became the Executive Director of the Niagara Falls Water Board, effective June 1, 2021, I stated that my new position provided “an unmatched opportunity to make a significant contribution to the City of Niagara Falls by working to improve the Water Board’s facilities and the experience for our customers.” Now, I have prioritized two critically needed improvements to the system and am writing to seek your support and guidance as funding from the final roads, bridges, and water infrastructure bill that is pending consideration in the House of Representatives. Similarly, last week I wrote to Senate Majority Leader Schumer to congratulate him upon the passage of the bipartisan Infrastructure bill in his house and asked for his support and guidance as we seek funding for the projects identified below.

Priority One: Modification and Conversion of the Waste Water Treatment Plant

Our most important need is to convert the Waste Water Treatment Plant (WWTP) on Buffalo Avenue to a biological process, a project we are calling “The Niagara Falls NY international Wastewater Treatment Plant Conversion.” The estimated cost is in the range of \$200 million to \$250 million. Surely, you do not need to be reminded of the “black water” incident of July 2017; an incident that caused you to call for close scrutiny by the Environmental Protection Agency, and one that garnered unwanted negative world-wide attention. As a consequence of the incident the Water Board entered into a comprehensive Order on Consent with the State Department of Environmental Conservation. The consent decree, with State support in the amount of \$27 million, has been underway for over three years and requires the updating of existing wastewater treatment technology, and identifying various upgrades to fully address the seriously outdated nature of the treatment facility including the critically needed redesign of the wastewater treatment plant outfalls. While costly, the remedial measures do not fully address the importance of taking the “long view” and realizing that a conversion of the WWTP to a biological process, as expensive as it may be, is the only meaningful alternative to the unacceptable current treatment modality. A supporting memo and a PowerPoint presentation are attached, with a link to the Power Point here:

 [August 2021 Niagara Falls Water Board Infrastructure Initiative.pptx](#)

Priority Two: Water Main Replacement Project

A further crucial need is a City-wide Water Main Replacement Project, tentatively titled: "Get the Lead Out," if you will. The estimated project cost is \$50 million to \$70 million. This project would eliminate the city's lead service lines and pipes and insure the delivery of clean and safe drinking water to all residential and business customers. This plan, except for the decade's old construction of the Mayor Michael O'Laughlin Water Treatment Plant, would qualify as the largest investment in clean drinking water in the history of Niagara Falls. Moreover, in my view, and, having firsthand professional awareness of the danger posed by lead in drinking water, I can think of no greater need for the NFWB to fill than this proposed project - - except for the WWTP project identified above.

Mr. Higgins, as mentioned above, this is a direct request for your support and guidance in gaining funding for the above projects from allocations via the final bill that will emerge in the weeks ahead as the House works toward passage of the legislation. In the days ahead I will contact you further on this matter and look forward to meeting with you in person to address any questions you may have.

Thank you for your consideration.

Very sincerely yours,



Dr. Abderrahman Zehraoui
Executive Director
Niagara Falls Water Board
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www.nfwb.org



City of Niagara Falls, New York

Robert M. Restaino

Mayor

August 27, 2021

The Hon. Charles E. Schumer
Majority Leader, United States Senate
322 Hart Senate Office Building
Washington, D.C. 20510

Re: Niagara Falls Water Board Infrastructure Initiative

Dear Senator Schumer:

I strongly support the Infrastructure Initiative proposal recently brought to your attention by the Niagara Falls Water Board. The initiative identifies two projects for which the Water Board is seeking funding from federal infrastructure legislation that, at the date of this letter, you have passed in the US Senate and is now being debated in the House of Representatives.

The projects include:

- **Conversion of the Niagara Falls Waste Water Treatment Plant to a biological treatment system. Capital costs will be in the \$200 to \$250 million range.**
- **A city-wide replacement of lead service mains and lines. Estimated project cost is \$50 to \$70million.**

These projects will invest in critical infrastructure, provide for the removal of lead service pipes and mains, spur job creation and economic growth and, especially with respect to waste water treatment, provide a long range, and environmentally sound solution to a problem that did harm to the city's reputation around the world.

Niagara Falls is moving forward as we aggressively address the need for focused development, with demonstrable progress being made. Meanwhile, we must continue to work hard to guarantee that our neighborhoods remain safe and clean, that public services are efficiently maintained, and that the infrastructure needed to supply those services – including water and wastewater infrastructure – is upgraded and improved.

Accordingly, I would greatly appreciate it if you do all you can to help the Niagara Falls Water Board obtain the funding to undertake these essential and important projects.

Thank you for your consideration.

Sincerely yours,

Robert M. Restaino, Mayor

cc: Jordan_nicholson@schumer.senate.gov



**NIAGARA COUNTY LEGISLATURE
COURTHOUSE
175 HAWLEY STREET
LOCKPORT, NY 14094
(716) 439-7002**

**Mark J. Grozio
Legislator
3rd District
640 73rd Street
Niagara Falls, NY 14305
(716) 283-8033**

September, 2021

The Hon. Charles E. Schumer
Majority Leader, United States Senate
322 Hart Senate Office Building

Subject: Niagara Falls Water Board Infrastructure Initiative

Dear Senator Schumer:

This is to indicate my enthusiastic support of the Infrastructure Initiative proposal recently brought to your attention by the Niagara Falls Water Board. As the 3rd District Legislator representing a significant portion of the city of Niagara Falls, I am keenly aware of the needs identified in the proposal. The proposal outlines two projects for which the Water Board is seeking funding from the bipartisan infrastructure bill that you passed in the US Senate and that is currently being debated in the House of Representatives.

The projects are:

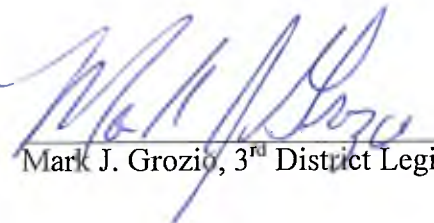
- Conversion of the Niagara Falls Waste Water Treatment Plant to a biological treatment system. Capital costs will be in the \$200 to \$250 million range.
- A city-wide replacement of lead service mains and lines. Estimated project cost is \$50 to \$70million.

These projects will invest in critical infrastructure, address water and waste water challenges facing the city of Niagara Falls, spur job creation and economic growth, and help ensure the delivery of clean, safe water and the proper treatment of waste water.

Accordingly, I encourage you to champion the cause of the Niagara Falls Water Board to obtain adequate funding to undertake these essential and important projects.

Thank you for your consideration.

Sincerely,



Mark J. Grozio, 3rd District Legislator



ITEM	NO.	PROJECT NAME	FUNDING	FORECASTED EXPENDITURES						
				2021	2022	2023	2024	2025	Deferred	
COMBINED PROJECTS (WATER AND WASTEWATER) - C										
C	1	IT Plan Implementation	Annual Coverage Transfer	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
C	2	Meter Replacement & Upgrades	Annual Coverage Transfer	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	
C	3	Fleet Replacement	Annual Coverage Transfer	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	
C	4	Water/sewer GIS/GPS Mapping	Annual Coverage Transfer	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
C	5	Combined Projects - Miscellaneous	Annual Coverage Transfer	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
FORECASTED EXPENDITURES - SUBTOTALS PER YEAR				\$285,000	\$285,000	\$285,000	\$285,000	\$285,000	\$285,000	
WASTEWATER TREATMENT PLANT INFRASTRUCTURE PROJECTS - WWTP										
WWTP	1	Project No.1 - Sedimentation Basins and Scum Collection System Modification	SAM Grant #15688 Phase I	\$1,096,932	\$1,096,932	\$1,096,932	\$1,096,932		\$0	
			Project 1 Bid Est. \$9,195,110	\$2,193,863	\$2,193,863	\$2,193,863	\$2,193,863			
			#15688 Matching Funds	\$1,096,932	\$1,096,932	\$1,096,932	\$1,096,932			
WWTP	2	Project No.2 - Gorge Pump Station Rehabilitation	SAM Grant #15688 Phase I	\$452,599	\$452,599				\$0	
			Project 2A Bid Est. \$3,276,065	\$905,198	\$905,198					
			#15688 Matching Funds	\$452,599	\$452,599					
WWTP	3	Project No.3 - Screenings and Grit Transport Equipment Improvements, Polymer Equipment Upgrades, and Dewatering Equipment Control Upgrades	SAM Grant #15688 Phase I	\$413,848	\$413,848				\$0	
			Project 3 Bid Est. \$1,982,115	\$827,696	\$827,696					
			#15688 Matching Funds	\$413,848	\$413,848					
WWTP	4	Project No.4 - Granular Activated Carbon and Carbon Support Gravel Replacement	SAM Grant #15688 Phase I						\$0	
			Project 4 Const. Est. \$1,999,448							
			#15688 Matching Funds							
WWTP	5	Project No.5 - Electrical Systems Improvements	SAM Grant #15688 Phase I	\$245,793	\$737,378				\$0	
			Project 5 Cost Est. \$2,610,000	\$491,585	\$1,474,755					
			#15688 Matching Funds	\$245,793	\$737,378					
WWTP	6	Project No.6 - Effluent Disinfection	SAM Grant #15688 Phase I						\$0	
			Project 6 Const. Est. \$2,064,000							
			#15688 Matching Funds							
WWTP	7	Project No.7 - HVAC Improvements	SAM Grant #15688 Phase I	\$203,913	\$305,869				\$0	
			Project 7 Bid Est. \$1,099,883	\$407,825	\$611,738					
			#15688 Matching Funds	\$203,913	\$305,869					
WWTP	8	Project No.8 - Backwash Blower & Piping	SAM Grant #15688 Phase I						\$0	
			Project 8 Const. Est. \$90,118							
			#15688 Matching Funds							
WWTP	9	Project No.9 - Interior Piping Improvements	SAM Grant #15688 Phase I	\$134,623	\$134,623				\$0	
			Project 9M Bid Est. \$601,516	\$269,246	\$269,246					
			SAM Grant Matching Funds	\$134,623	\$134,623					
WWTP	10	Project No.10 - SCADA Improvements	SAM Grant #15688 Phase I	\$40,660	\$40,660	\$40,660	\$40,660		\$0	
			Project 10 Bid Est. \$498,650	\$81,321	\$81,321	\$81,321	\$81,321			
			#15688 Matching Funds	\$40,660	\$40,660	\$40,660	\$40,660			
WWTP	11.1	Project No.12 (WWTP Phase II Grant) - Wastewater Treatment Plant Protective Measures, Contract 68 (Canceled)	Sam Grant Project ID #15689						\$0	
			Cost Est. \$3.92M (25%)= \$980,000							
			#15689 Matching Funds							
WWTP	11.2	Project No.2 (WWTP Phase II Grant) - Relocate Outfall 003 from the Falls Street Tunnel to the Gorge Pump Station	Sam Grant Project ID #19209						\$0	
			Project 2B Bid Est. \$1,666,265							
			#19209 Matching Funds							
WWTP	11.3	Project No.11 (WWTP Phase II Grant) - Exterior Piping Improvements (Upgrades to the Sewer Line from Sedimentation Basin No.5)	Sam Grant Project ID #19246	\$173,914					\$0	
			Project 11G Bid Est. \$695,655	\$347,828						
			#19246 Matching Funds	\$173,914						
WWTP	11.4	Project No.11 (WWTP Phase II Grant) - Exterior Piping Improvements (Replacement of Sludge and Hypochlorite Pipelines)	Sam Grant Project ID #20545	\$173,914					\$0	
			Project 11G Bid Est. \$695,655	\$347,828						
			#20545 Matching Funds	\$173,914						
WWTP	12	WWTP Roof Repairs	ON HOLD						\$1,800,000	
WWTP	13	WWTP Chemical Bulk Storage	Annual Coverage Transfer				\$50,000		\$50,000	
WWTP	14	WWTP Structural/Masonry Repairs	ON HOLD						\$554,000	
WWTP	15	Wastewater Treatment Plant Protective Measures, Contract 68 (Canceled)	FEMA Grant #4204-0003 Phase II						\$0	
			Cost Est. \$3.92M (75%)= \$2,940,000							
WWTP	16	WWTP Standby Generator	ON HOLD						\$150,000	
WWTP	17	WWTP Infrastructure Projects - Miscellaneous	Annual Coverage Transfer	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
PROJECT GRANT FUNDING LEGEND WWTP PHASE I GRANT PROJECTS - SAM Grant #15688 (total grant amount = \$13,500,000) WWTP PHASE II GRANT PROJECTS - SAM Grant #15689 (total grant amount = \$6,500,000) FEMA GRANT PROJECT #4204-0003 Phase II (total grant amount = \$2,853,778) Project or work has been completed Project or work is ongoing Red font means not currently in place TBD - To Be Determined				SAM Grant #15688 Phase I	\$2,588,367	\$3,181,908	\$1,137,592	\$1,137,592	\$0	
				#15688 Matching Funds	\$2,588,367	\$3,181,908	\$1,137,592	\$1,137,592	\$0	
				Sam Grant #15689	\$0	\$0	\$0	\$0	\$0	
				#15689 Matching Funds	\$0	\$0	\$0	\$0	\$0	
				Sam Grant #19209	\$0	\$0	\$0	\$0	\$0	
				#19209 Matching Funds	\$0	\$0	\$0	\$0	\$0	
				SAM Grant #19246	\$173,914	\$0	\$0	\$0	\$0	
				#19246 Matching Funds	\$173,914	\$0	\$0	\$0	\$0	
				Sam Grant #20545	\$173,914	\$0	\$0	\$0	\$0	
				#20545 Matching Funds	\$173,914	\$0	\$0	\$0	\$0	
				FEMA Grant #4204-0003 Phase II	\$0	\$0	\$0	\$0	\$0	
				Annual Coverage Transfer	\$100,000	\$100,000	\$100,000	\$150,000	\$100,000	
FORECASTED EXPENDITURES - SUBTOTALS PER YEAR				\$5,972,389	\$6,463,817	\$2,375,184	\$2,425,184	\$100,000	\$2,654,000	
SEWER INFRASTRUCTURE PROJECTS - S										
S	1	GPS Elevator	COMPLETED						\$0	
S	2	Sanitary Lift Station Electrical Upgrades	COMPLETED						\$0	
S	3	LaSalle Area Sewer Improvements (SSO)	EPG Grant (TBD)	\$100,000					\$0	
			Project Cost Estimate \$180,000	\$250,000						
			EPG Matching Grant Funds (TBD)	\$100,000						
			WQIP Grant (TBD)		\$325,000	\$325,000	\$325,000			
			Project Cost Estimate (TBD)		\$433,333	\$433,333	\$433,333			
			WQIP Matching Grant Funds (TBD)		\$108,333	\$108,333	\$108,333			
S	4	Combined Sewer Overflow Long Term Control Plan (CSO LTCP) Implementation	ON HOLD						\$0	
S	5	CSO Outfall Structural Repairs	ON HOLD						\$1,000,000	
S	6	Tunnel Inspection	ON HOLD						\$350,000	
S	7	Falls Street Tunnel Regulator Repairs	COMPLETED						\$0	
S	8	Sewer/GPS Infrastructure Projects - Miscellaneous	Annual Coverage Transfer	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
PROJECT GRANT FUNDING LEGEND Wastewater Infrastructure Engineering Planning Grant Project No.33794 (total grant amount = \$1,000,000) 2021 EPG and WQIP grant applications submitted on 7/31/21				Grants	\$100,000	\$325,000	\$325,000	\$325,000	\$0	
				Matching Grant Funds (TBD)	\$100,000	\$108,333	\$108,333	\$108,333	\$0	
				Annual Coverage Transfer	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
FORECASTED EXPENDITURES - SUBTOTALS PER YEAR				\$350,000	\$533,333	\$533,333	\$533,333	\$100,000	\$1,450,000	



ITEM	NO.	PROJECT NAME	FUNDING	FORECASTED EXPENDITURES					
				2021	2022	2023	2024	2025	Deferred
WATER TREATMENT PLANT INFRASTRUCTURE PROJECTS - WTP									
WTP	1	WTP Pump Replacements	Annual Coverage Transfer	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$100,000
WTP	2	Automation & Security Upgrades at WTP	ON HOLD						\$500,000
WTP	3	WTP Vent Line Replacement	ON HOLD						\$100,000
WTP	4	WTP Laboratory Instrumentation	As needed						\$100,000
WTP	5	WTP Caulking	Annual Coverage Transfer	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$125,000
WTP	6	WTP Building Improvements and Roofing Work	Annual Coverage Transfer	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$150,000
WTP	7	Water Treatment Plant Infrastructure Projects - Miscellaneous	Annual Coverage Transfer	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
FORECASTED EXPENDITURES - SUBTOTALS PER YEAR				\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,175,000
WATER INFRASTRUCTURE PROJECTS - W									
W	1	Hydrant Replacement	2020 EFC Grant Application (TBD)	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$80,000
			Project Cost Estimate \$750,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
				Future EFC Matching Funds	\$90,000	\$90,000	\$90,000	\$90,000	
W	2	20 inch main from Beech Ave Storage Tank to Ontario Street	2020 EFC Grant Application (TBD)			\$600,000			\$6,000,000
			Project Cost Estimate \$1,000,000			\$1,000,000			
				Future EFC Matching Funds		\$400,000			
W	3	Large Valve Replacement	2020 EFC Grant Application (TBD)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$50,000
			Project Cost Estimate \$1,250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
				Future EFC Matching Funds	\$100,000	\$100,000	\$100,000	\$100,000	
W	4	Buffalo Avenue Water Valves	COMPLETED						\$0
W	5	Leak Detection / Distribution Modeling	Annual Coverage Transfer		\$50,000				\$150,000
W	6	Abandon 20" Victory Pipe WM	ELIMINATED						\$0
W	7	Loop "D" Street Main - Falls Street to Gill Creek	COMPLETED						\$0
W	8	Loop Niagara Avenue Main to Parkview Drive	Annual Coverage Transfer	\$7,000					\$0
W	9	10th Street and Michigan Avenue Mains - Lockport Street to Ontario Avenue (8") and 10th Street to 11th Street (8")	2018 NYS EFC WIIA Grant		\$450,000				\$0
			Project Cost Estimate \$750,000		\$750,000				
				2018 EFC Grant Matching Funds		\$300,000			
W	10	18th Street Main - Ontario Avenue to Whitney Avenue (14" PE Sliplining)	2018 NYS EFC WIIA Grant	\$660,000					\$0
			Project Cost Estimate \$1,100,000	\$1,100,000					
				2018 EFC Grant Matching Funds	\$440,000				
W	11	77th Street Main - Frontier Avenue to Niagara Falls Boulevard (8")	2018 NYS EFC WIIA Grant		\$660,000				\$0
			Project Cost Estimate \$1,100,000		\$1,100,000				
				2018 EFC Grant Matching Funds		\$440,000			
W	12	80th Street - Niagara Falls Blvd. to Rick Manning Drive	Future EFC grant application					\$0	\$0
			Project Cost Estimate \$300,000				\$300,000		
				Future EFC Matching Funds				\$0	
W	13	81st Street Main - Frontier Avenue to Niagara Falls Boulevard	ON HOLD						\$850,000
W	14	Bollier Avenue Main - 82nd Street to Military Road	2017 NYS EFC WIIA Grant						\$0
			Project Bid Estimate \$534,810						
				2017 EFC Grant Matching Funds					
W	15	College Terrace - Madison to College Avenue	Future EFC grant application					\$0	\$0
			Project Cost Estimate \$155,000				\$155,000		
				Future EFC Matching Funds				\$0	
W	16	LaSalle Avenue Main - Hyde Park Blvd to 11th Street	ON HOLD						\$1,600,000
W	17	Laughlin Drive Main - 82nd Street to Bollier Ave	2021 EFC Grant Application (TBD)				\$378,000		\$0
			Project Cost Estimate \$630,000				\$630,000		
				Future EFC Matching Funds			\$252,000		
W	18	McKoon Avenue Main - DeVeaux Avenue to James Avenue	Future EFC grant application					\$0	\$0
			Project Cost Estimate \$880,000				\$880,000		
				Future EFC Matching Funds			\$0		
W	19	Military Road Main - Jacob Place to Bollier Avenue	2018 NYS EFC WIIA Grant	\$120,000					\$0
			Project Cost Estimate \$200,000	\$200,000					
				2018 EFC Grant Matching Funds	\$80,000				
W	20	Military Road Main - Jacob Place to Cayuga Drive	ON HOLD						\$210,000
W	21	Ontario Avenue Main - 13th Street to Main Street	2021 EFC Grant Application (TBD)					\$480,000	\$0
			Project Cost Estimate \$800,000				\$800,000		
				Future EFC Matching Funds			\$320,000		
W	22	Pierce Avenue Main - 11th Street to 18th Street	ON HOLD						\$570,000
W	23	Pierce Avenue Main - 18th Street to Hyde Park Blvd.	ON HOLD						\$750,000
W	24	Rivershore Drive Main - S.86th Street to 91st Street	ON HOLD						\$280,000
W	25	Van Rensselaer Ave - 900 Block	2021 EFC Grant Application (TBD)				\$90,000		\$0
			Project Cost Estimate \$150,000				\$150,000		
				Future EFC Matching Funds			\$60,000		
W	26	Welch Avenue Main - 19th Street to 24th Street (16")	ON HOLD						\$600,000
W	27	Whitney Avenue Main - 11th Street to Hyde Park Blvd.	2018 NYS EFC WIIA Grant		\$1,110,000				\$0
			Project Cost Estimate \$1,850,000		\$1,850,000				
				2018 EFC Grant Matching Funds	\$740,000				
W	28	Willow Avenue Main - 11th Street to 17th Street (8")	ON HOLD						\$460,000
W	29	Witkop Avenue and 85th Street Loop (all 8")	2021 EFC Grant Application (TBD)				\$432,000		\$0
			Project Cost Estimate \$720,000				\$720,000		
				Future EFC Matching Funds			\$288,000		
W	30	Water Infrastructure Projects - Miscellaneous	Annual Coverage Transfer	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$100,000
PROJECT GRANT FUNDING LEGEND			2017 NYS EFC WIIA Grant	\$0	\$0	\$0	\$0	\$0	
2017 NYS EFC WIIA Grant Project, Drinking Water State Revolving Fund (DWSRF)			2017 EFC Grant Matching Funds	\$0	\$0	\$0	\$0	\$0	
Project No.18435 (total grant amount = \$240,000)			2018 NYS EFC WIIA Grant	\$780,000	\$2,220,000	\$0	\$0	\$0	
2018 NYS EFC WIIA Grant Projects, Drinking Water State Revolving Fund (DWSRF)			2018 EFC Grant Matching Funds	\$520,000	\$1,480,000	\$0	\$0	\$0	
Project No.18588 (total grant amount = \$3,000,000)			2021 NYS EFC WIIA Grant	\$240,000	\$240,000	\$840,000	\$1,140,000	\$720,000	
2021 NYS EFC WIIA Grant Projects, Drinking Water State Revolving Fund (DWSRF)			2020 EFC Grant Matching Funds	\$150,000	\$150,000	\$580,000	\$760,000	\$480,000	
Potential Grant Application			Future EFC grant application	\$0	\$0	\$0	\$0	\$0	
Project has been eliminated			Future EFC Matching Funds	\$0	\$0	\$0	\$0	\$0	
Red font means not currently in place			Annual Coverage Transfer	\$127,000	\$170,000	\$120,000	\$120,000	\$120,000	
TBD - To Be Determined			FORECASTED EXPENDITURES - SUBTOTALS PER YEAR	\$1,827,000	\$4,270,000	\$1,520,000	\$2,020,000	\$1,320,000	\$11,700,000
FORECASTED EXPENDITURES - TOTALS PER YEAR				\$8,664,389	\$11,782,150	\$4,943,517	\$5,493,517	\$2,035,000	\$17,264,000

TOTAL FORECASTED EXPENDITURES

Fund Sources Total	2021	2022	2023	2024	2025	Sum 2021 - 2025
Annual Coverage Transfer	\$842,000	\$885,000	\$835,000	\$885,000	\$835,000	\$4,282,000
Current Grants	\$3,716,194	\$5,401,908	\$1,137,592	\$1,137,592	\$0	\$11,393,287
Current Grant Matching Funds	\$3,456,194	\$4,661,908	\$1,137,592	\$1,137,592	\$0	\$10,393,287
Future Grants	\$340,000	\$565,000	\$1,165,000	\$1,465,000	\$720,000	\$4,255,000
Future Grant Matching Funds	\$710,000	\$268,333	\$268,333	\$268,333	\$480,000	\$2,595,000
FORECASTED EXPENDITURES - TOTALS PER YEAR	\$8,664,389	\$11,782,150	\$4,943,517	\$5,493,517	\$2,035,000	\$32,918,573

Niagara Falls Water Board

Personnel Actions and Report

Monday, September 27, 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.
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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	Jillian O'Connor and Adam Puscheck - Lab Tech (2) - WWTP	Promotion to Sr. Lab Techs (2) -WWP	Increase \$6,200.00	Qualifications and longevity met; recommended by supervisor.
2	Mike Eagler - Supervisor Collection and Distribution	Change Title to Chief of Outside Infrastructure	No change in pay rate or grade.	Subject to Civil Service approval, will eliminate unnecessary CDL requirement and more closely reflect needed job duties and qualifications.

C. PREVIOUSLY TABLED PERSONNEL ACTIONS (From 2021)				
Line Item Number	Action and Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

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
Bradberry, Cortez	4/14/2021	OSM	Unknown	Workers Comp
LaGamba, Stephen	7/16/2021	WWTP - Lab	Unknown	Ninety day LOA to pursue other government agency

Revenue Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	FA - Water Board - Water									
	REVENUE									
	<i>Departmental Income</i>									
2122.001	Visual Inspections	42,350.00	.00	42,350.00	4,982.50	.00	38,645.00	3,705.00	91	47,225.00
2140.001	District 1	1,671,340.00	.00	1,671,340.00	915.34	.00	1,196,234.49	475,105.51	72	1,578,800.21
2140.002	District 2	1,967,868.00	.00	1,967,868.00	495,864.06	.00	1,434,099.08	533,768.92	73	1,947,208.66
2140.003	District 3	1,485,143.00	.00	1,485,143.00	(1,090.58)	.00	747,309.66	737,833.34	50	1,455,728.44
2140.004	Non-Resident	23,920.00	.00	23,920.00	7,259.24	.00	22,924.83	995.17	96	30,633.20
2140.005	Industrial	2,574,781.00	.00	2,574,781.00	1,828.02	.00	1,887,276.28	687,504.72	73	2,358,805.11
2140.006	Industrial SIU	2,074,065.00	.00	2,074,065.00	.00	.00	1,956,237.34	117,827.66	94	2,219,210.91
2140.008	Hydrant Usage	5,412.00	.00	5,412.00	45.73	.00	5,352.53	59.47	99	5,415.58
2140.599	Miscellaneous Departmental Incom	15,000.00	.00	15,000.00	.00	.00	332.39	14,667.61	2	4,250.00
2141.000	Allowance for Unpaid Trfd	(150,000.00)	.00	(150,000.00)	.00	.00	46,839.66	(196,839.66)	-31	(75,236.01)
2144.003	Fire Service	94,000.00	.00	94,000.00	.00	.00	.00	94,000.00	0	88,830.60
2144.005	Service Charge	480,822.00	.00	480,822.00	32,857.20	.00	313,860.84	166,961.16	65	451,886.56
2144.006	Lab Analysis	39,220.00	.00	39,220.00	1,825.50	.00	19,416.50	19,803.50	50	45,710.28
2144.008	Missing Meter Charge	40,350.00	.00	40,350.00	850.00	.00	18,831.50	21,518.50	47	18,854.00
2144.009	Mtr Install/Reinstall/Reactivate	15,220.00	.00	15,220.00	475.00	.00	3,225.00	11,995.00	21	8,625.00
2144.010	Final Meter Read/Inspect	10,500.00	.00	10,500.00	2,000.00	.00	13,300.00	(2,800.00)	127	16,100.00
2144.011	Hydrant Testing	300.00	.00	300.00	.00	.00	.00	300.00	0	200.00
2144.012	Backflow Certification	6,830.00	.00	6,830.00	1,235.00	.00	6,610.00	220.00	97	4,143.48
2144.599	City of NF-Safety Specialist	.00	.00	.00	.00	.00	.00	.00	+++	66,052.69
2148.001	District 1	70,000.00	.00	70,000.00	(92.73)	.00	41,983.39	28,016.61	60	67,291.99
2148.002	District 2	45,092.00	.00	45,092.00	13,348.35	.00	30,098.10	14,993.90	67	43,056.40
2148.003	District 3	48,880.00	.00	48,880.00	(132.53)	.00	38,361.92	10,518.08	78	44,246.04
2148.004	Non-Resident	5,000.00	.00	5,000.00	62.36	.00	489.17	4,510.83	10	791.32
2148.005	Industrial	16,200.00	.00	16,200.00	.00	.00	8,714.17	7,485.83	54	24,141.76
2148.006	Industrial SIU	6,000.00	.00	6,000.00	.00	.00	8,369.30	(2,369.30)	139	4,138.05
2148.599	Penalty - Miscellaneous	3,504.00	.00	3,504.00	.02	.00	(21.72)	3,525.72	-1	3,250.72
	<i>Departmental Income Totals</i>	\$10,591,797.00	\$0.00	\$10,591,797.00	\$562,232.48	\$0.00	\$7,838,489.43	\$2,753,307.57	74%	\$10,459,359.99
	<i>Intergovernmental Charges</i>									
2230.A	City of Niag Falls-Generl	225,817.00	.00	225,817.00	.00	.00	.00	225,817.00	0	215,064.00
	<i>Intergovernmental Charges Totals</i>	\$225,817.00	\$0.00	\$225,817.00	\$0.00	\$0.00	\$0.00	\$225,817.00	0%	\$215,064.00
	<i>Use Of Money & Property</i>									
2401.000	Interest Earnings	90,000.00	.00	90,000.00	1,012.49	.00	2,360.93	87,639.07	3	21,232.12
	<i>Use Of Money & Property Totals</i>	\$90,000.00	\$0.00	\$90,000.00	\$1,012.49	\$0.00	\$2,360.93	\$87,639.07	3%	\$21,232.12
	<i>Licenses And Permits</i>									
2550.006	Cellular Towers	230,000.00	.00	230,000.00	30,965.61	.00	150,633.19	79,366.81	65	223,537.03
2590.004	Hydrant Permits & Rentals	16,800.00	.00	16,800.00	18.00	.00	8,862.57	7,937.43	53	5,892.07
	<i>Licenses And Permits Totals</i>	\$246,800.00	\$0.00	\$246,800.00	\$30,983.61	\$0.00	\$159,495.76	\$87,304.24	65%	\$229,429.10

Revenue Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund FA - Water Board - Water										
REVENUE										
<i>Sale Of Prop/Cmp For Loss</i>										
2650.000	Sale Of Scrap	8,000.00	.00	8,000.00	.00	.00	3,427.31	4,572.69	43	3,001.37
2665.000	Sale-Equipment	2,855.00	.00	2,855.00	.00	.00	.00	2,855.00	0	280.00
<i>Sale Of Prop/Cmp For Loss Totals</i>		\$10,855.00	\$0.00	\$10,855.00	\$0.00	\$0.00	\$3,427.31	\$7,427.69	32%	\$3,281.37
<i>Misc Local Sources</i>										
2701.000	Refund Appro Exp Prior Yr	.00	.00	.00	.00	.00	(674.70)	674.70	+++	1,123.54
2770.001	NSF Check Charge	5,000.00	.00	5,000.00	455.00	.00	4,970.00	30.00	99	9,170.00
2770.599	Undesignated	10,500.00	.00	10,500.00	861.88	.00	861.88	9,638.12	8	2,029.28
<i>Misc Local Sources Totals</i>		\$15,500.00	\$0.00	\$15,500.00	\$1,316.88	\$0.00	\$5,157.18	\$10,342.82	33%	\$12,322.82
<i>Interfund Revenues</i>										
2801.A	Interfd Rev From G/Fd	237,500.00	.00	237,500.00	.00	.00	.00	237,500.00	0	.00
<i>Interfund Revenues Totals</i>		\$237,500.00	\$0.00	\$237,500.00	\$0.00	\$0.00	\$0.00	\$237,500.00	0%	\$0.00
<i>Operating Transfers In</i>										
5031.GA	Transfer Fr Sewer Divisn.	.00	20,000.00	20,000.00	.00	.00	.00	20,000.00	0	.00
5031.VFG	Transfer Fr Debt Service	125,000.00	.00	125,000.00	.00	.00	.00	125,000.00	0	.00
<i>Operating Transfers In Totals</i>		\$125,000.00	\$20,000.00	\$145,000.00	\$0.00	\$0.00	\$0.00	\$145,000.00	0%	\$0.00
REVENUE TOTALS		\$11,543,269.00	\$20,000.00	\$11,563,269.00	\$595,545.46	\$0.00	\$8,008,930.61	\$3,554,338.39	69%	\$10,940,689.40
Fund FA - Water Board - Water Totals		\$11,543,269.00	\$20,000.00	\$11,563,269.00	\$595,545.46	\$0.00	\$8,008,930.61	\$3,554,338.39		\$10,940,689.40
Fund FGA - Water Authority										
REVENUE										
<i>Operating Transfers In</i>										
5031.FA	Transfer Fr Water Divisn.	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
5031.GA	Transfer Fr Sewer Divisn.	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
<i>Operating Transfers In Totals</i>		\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0%	\$0.00
REVENUE TOTALS		\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0%	\$0.00
Fund FGA - Water Authority Totals		\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00		\$0.00
Fund FGB - Water Board										
REVENUE										
<i>Operating Transfers In</i>										
5031.FA	Transfer Fr Water Divisn.	68,920.00	.00	68,920.00	.00	.00	.00	68,920.00	0	70,000.00
5031.GA	Transfer Fr Sewer Divisn.	103,380.00	.00	103,380.00	.00	.00	.00	103,380.00	0	70,000.00
<i>Operating Transfers In Totals</i>		\$172,300.00	\$0.00	\$172,300.00	\$0.00	\$0.00	\$0.00	\$172,300.00	0%	\$140,000.00
REVENUE TOTALS		\$172,300.00	\$0.00	\$172,300.00	\$0.00	\$0.00	\$0.00	\$172,300.00	0%	\$140,000.00
Fund FGB - Water Board Totals		\$172,300.00	\$0.00	\$172,300.00	\$0.00	\$0.00	\$0.00	\$172,300.00		\$140,000.00
Fund GA - Water Board - Sewer										
REVENUE										
<i>Departmental Income</i>										
2120.001	District 1	2,146,410.00	.00	2,146,410.00	1,065.81	.00	1,585,674.76	560,735.24	74	2,105,684.70
2120.002	District 2	2,514,064.00	.00	2,514,064.00	658,591.15	.00	1,903,832.64	610,231.36	76	2,580,836.71

Revenue Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	GA - Water Board - Sewer									
	REVENUE									
	<i>Departmental Income</i>									
2120.003	District 3	1,862,688.00	.00	1,862,688.00	(1,493.87)	.00	998,292.77	864,395.23	54	1,944,778.52
2120.005	Industrial CSIRU	4,035,200.00	.00	4,035,200.00	1,961.83	.00	2,490,212.66	1,544,987.34	62	3,165,994.19
2120.006	Industrial SIU	8,365,632.00	.00	8,365,632.00	1,021,061.39	.00	5,936,712.86	2,428,919.14	71	10,811,521.13
2120.007	Waste Hauler Fees	3,000.00	.00	3,000.00	.00	.00	3,225.00	(225.00)	108	.00
2120.008	Hydrant Usage	6,656.00	.00	6,656.00	60.55	.00	7,613.82	(957.82)	114	8,131.87
2120.102	Town Of Niagara	675,000.00	.00	675,000.00	.00	.00	473,622.91	201,377.09	70	792,882.19
2122.001	Visual Inspections	.00	.00	.00	.00	.00	.00	.00	+++	(60.00)
2122.002	Dye Tests	41,102.00	.00	41,102.00	4,982.50	.00	38,645.00	2,457.00	94	47,285.00
2128.001	District 1	84,090.00	.00	84,090.00	(131.44)	.00	54,863.94	29,226.06	65	88,408.50
2128.002	District 2	60,870.00	.00	60,870.00	17,566.75	.00	39,774.51	21,095.49	65	56,332.50
2128.003	District 3	68,300.00	.00	68,300.00	(220.00)	.00	50,146.44	18,153.56	73	58,230.13
2128.005	Industrial	15,000.00	.00	15,000.00	.00	.00	10,305.74	4,694.26	69	33,632.76
2128.006	Industrial SIU	19,100.00	.00	19,100.00	.00	.00	12,701.96	6,398.04	67	7,287.99
2141.000	Allowance for Unpaid Trfd	20,715.00	.00	20,715.00	.00	.00	61,324.51	(40,609.51)	296	(93,822.13)
	<i>Departmental Income Totals</i>	\$19,917,827.00	\$0.00	\$19,917,827.00	\$1,703,444.67	\$0.00	\$13,666,949.52	\$6,250,877.48	69%	\$21,607,124.06
	<i>Use Of Money & Property</i>									
2401.000	Interest Earnings	80,500.00	.00	80,500.00	749.26	.00	1,747.12	78,752.88	2	15,712.05
	<i>Use Of Money & Property Totals</i>	\$80,500.00	\$0.00	\$80,500.00	\$749.26	\$0.00	\$1,747.12	\$78,752.88	2%	\$15,712.05
	<i>Licenses And Permits</i>									
2590.006	SIU 5-Yr Permits	6,250.00	.00	6,250.00	.00	.00	1,000.00	5,250.00	16	7,750.00
	<i>Licenses And Permits Totals</i>	\$6,250.00	\$0.00	\$6,250.00	\$0.00	\$0.00	\$1,000.00	\$5,250.00	16%	\$7,750.00
	<i>Fines And Forfeits</i>									
2620.000	Forfeitures Of Deposits	800.00	.00	800.00	.00	.00	.00	800.00	0	450.00
	<i>Fines And Forfeits Totals</i>	\$800.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0%	\$450.00
	<i>Sale Of Prop/Cmp For Loss</i>									
2650.000	Sale Of Scrap	2,350.00	.00	2,350.00	.00	.00	.00	2,350.00	0	1,253.51
2690.001	Damages to WB Property	84,525.00	.00	84,525.00	.00	.00	.00	84,525.00	0	308,396.73
	<i>Sale Of Prop/Cmp For Loss Totals</i>	\$86,875.00	\$0.00	\$86,875.00	\$0.00	\$0.00	\$0.00	\$86,875.00	0%	\$309,650.24
	<i>Misc Local Sources</i>									
2701.000	Refund Appro Exp Prior Yr	(7,800.00)	.00	(7,800.00)	3,550.01	.00	(37,393.63)	29,593.63	479	1,520.03
2770.599	Undesignated	.00	.00	.00	.00	.00	21,897.40	(21,897.40)	+++	4,239.47
	<i>Misc Local Sources Totals</i>	(\$7,800.00)	\$0.00	(\$7,800.00)	\$3,550.01	\$0.00	(\$15,496.23)	\$7,696.23	199%	\$5,759.50
	REVENUE TOTALS	\$20,084,452.00	\$0.00	\$20,084,452.00	\$1,707,743.94	\$0.00	\$13,654,200.41	\$6,430,251.59	68%	\$21,946,445.85
Fund	GA - Water Board - Sewer Totals	\$20,084,452.00	\$0.00	\$20,084,452.00	\$1,707,743.94	\$0.00	\$13,654,200.41	\$6,430,251.59		\$21,946,445.85
Fund	VFG - Plant Fund									
	REVENUE									
	<i>Use Of Money & Property</i>									
2401.000	Interest Earnings	1,100,000.00	.00	1,100,000.00	4,726.00	.00	263,916.13	836,083.87	24	607,753.09

Revenue Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	VFG - Plant Fund									
	REVENUE									
	<i>Use Of Money & Property Totals</i>	\$1,100,000.00	\$0.00	\$1,100,000.00	\$4,726.00	\$0.00	\$263,916.13	\$836,083.87	24%	\$607,753.09
	<i>Misc Local Sources</i>									
2710.000	Bond Premium	.00	.00	.00	.00	.00	.00	.00	+++	190,749.58
2770.000	Other Unclassif'd Revenue	.00	.00	.00	.00	.00	1,146.16	(1,146.16)	+++	.00
	<i>Misc Local Sources Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,146.16	(\$1,146.16)	+++	\$190,749.58
	<i>Proceeds Of Obligations</i>									
4990.000	Grant Revenue	.00	.00	.00	876,051.63	.00	2,247,241.22	(2,247,241.22)	+++	1,242,975.58
	<i>Proceeds Of Obligations Totals</i>	\$0.00	\$0.00	\$0.00	\$876,051.63	\$0.00	\$2,247,241.22	(\$2,247,241.22)	+++	\$1,242,975.58
	<i>Operating Transfers In</i>									
5031.FA	Transfer Fr Water Divisn.	2,182,651.00	.00	2,182,651.00	16,511.40	.00	71,252.91	2,111,398.09	3	3,892,807.20
5031.GA	Transfer Fr Sewer Divisn.	3,995,379.00	.00	3,995,379.00	24,767.08	.00	106,879.33	3,888,499.67	3	5,839,210.80
	<i>Operating Transfers In Totals</i>	\$6,178,030.00	\$0.00	\$6,178,030.00	\$41,278.48	\$0.00	\$178,132.24	\$5,999,897.76	3%	\$9,732,018.00
	REVENUE TOTALS	\$7,278,030.00	\$0.00	\$7,278,030.00	\$922,056.11	\$0.00	\$2,690,435.75	\$4,587,594.25	37%	\$11,773,496.25
Fund	VFG - Plant Fund Totals	\$7,278,030.00	\$0.00	\$7,278,030.00	\$922,056.11	\$0.00	\$2,690,435.75	\$4,587,594.25		\$11,773,496.25
	Grand Totals	\$39,128,051.00	\$20,000.00	\$39,148,051.00	\$3,225,345.51	\$0.00	\$24,353,566.77	\$14,794,484.23		\$44,800,631.50

Expense Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	GA - Water Board - Sewer									
	EXPENSE									
	<i>Personnel - Position Control</i>									
0110.000	Biweekly Payroll	2,801,679.00	.00	2,801,679.00	204,011.86	.00	1,653,782.34	1,147,896.66	59	2,732,640.52
0153.000	Stipend	.00	.00	.00	461.54	.00	1,961.54	(1,961.54)	+++	96.15
	<i>Personnel - Position Control Totals</i>	\$2,801,679.00	\$0.00	\$2,801,679.00	\$204,473.40	\$0.00	\$1,655,743.88	\$1,145,935.12	59%	\$2,732,736.67
	<i>Personnel Services</i>									
0111.000	Biwkly Comp Differential	.00	.00	.00	.00	.00	6,125.51	(6,125.51)	+++	1,815.45
0125.000	Insurance OPT Out	122,148.00	.00	122,148.00	8,198.70	.00	68,408.77	53,739.23	56	106,042.52
0130.000	Temporary Payroll	111,964.00	(13,691.00)	98,273.00	13,442.50	.00	106,597.50	(8,324.50)	108	152,392.08
0140.000	Overtime	223,300.00	(5,000.00)	218,300.00	11,079.23	.00	100,187.41	118,112.59	46	209,525.63
0150.000	Acting Next-In-Rank Pay	12,480.00	.00	12,480.00	1,419.97	.00	11,954.25	525.75	96	16,745.53
0151.A	Sunday Contractual Pay	.00	.00	.00	3,642.58	.00	31,358.45	(31,358.45)	+++	48,822.12
0152.000	Shift Premium Pay	8,500.00	.00	8,500.00	14.33	.00	197.40	8,302.60	2	8,726.30
0155.A	Holiday Contractual Pay	.00	.00	.00	.00	.00	13,696.15	(13,696.15)	+++	30,362.61
0155.000	Holiday Pay	9,298.00	.00	9,298.00	335.05	.00	39,369.55	(30,071.55)	423	88,104.86
0165.000	Military Leave	.00	.00	.00	1,631.90	.00	5,647.78	(5,647.78)	+++	3,298.05
0170.000	Overtime Meals	6,225.00	.00	6,225.00	350.75	.00	2,960.25	3,264.75	48	5,607.30
0181.000	Vacation Pay	.00	.00	.00	14,793.10	.00	115,244.33	(115,244.33)	+++	158,348.24
0182.000	Personal Time	.00	.00	.00	.00	.00	3,036.93	(3,036.93)	+++	6,653.37
0183.000	Compensatory Time Off	.00	.00	.00	732.99	.00	4,465.63	(4,465.63)	+++	7,036.30
0184.000	Funeral Leave	.00	.00	.00	952.95	.00	4,711.83	(4,711.83)	+++	8,517.36
0185.000	Jury Duty	.00	.00	.00	.00	.00	3,560.92	(3,560.92)	+++	.00
0186.000	Call-In Time	7,750.00	.00	7,750.00	1,260.91	.00	13,429.95	(5,679.95)	173	19,756.26
0189.000	Sick Leave	.00	.00	.00	7,112.50	.00	45,890.09	(45,890.09)	+++	78,021.67
0197.000	Compensated Absences	.00	.00	.00	.00	.00	.00	.00	+++	(2,661.10)
	<i>Personnel Services Totals</i>	\$501,665.00	(\$18,691.00)	\$482,974.00	\$64,967.46	\$0.00	\$576,842.70	(\$93,868.70)	119%	\$947,114.55
	<i>Capital Outlays</i>									
0210.000	Furniture & Furnishings	.00	4,000.00	4,000.00	.00	.00	.00	4,000.00	0	.00
0220.000	Office Equipment	.00	.00	.00	.00	.00	.00	.00	+++	500.00
0230.000	Motor Vehicle Equipment	.00	.00	.00	.00	.00	.00	.00	+++	7,178.78
0250.000	Other Equipment	.00	6,000.00	6,000.00	4,634.94	900.00	4,634.94	465.06	92	.00
0250.500	Safety Equipment	25,000.00	.00	25,000.00	2,147.52	531.44	10,213.25	14,255.31	43	20,403.72
	<i>Capital Outlays Totals</i>	\$25,000.00	\$10,000.00	\$35,000.00	\$6,782.46	\$1,431.44	\$14,848.19	\$18,720.37	47%	\$28,082.50
	<i>Contractual Expenses</i>									
0411.000	Office Supplies	2,750.00	.00	2,750.00	446.98	7.57	1,227.92	1,514.51	45	2,836.56
0412.000	Uniforms	2,170.00	.00	2,170.00	.00	.00	1,666.00	504.00	77	2,172.22
0413.000	Safety Shoes	10,400.00	.00	10,400.00	1,305.03	.00	4,599.51	5,800.49	44	7,597.78
0414.000	Automotive-Gas,Oil,Grease	40,000.00	.00	40,000.00	3,533.16	.00	19,926.56	20,073.44	50	18,111.24
0416.000	Consumable Printed Forms	700.00	.00	700.00	22.14	.00	624.92	75.08	89	328.95
0417.000	Tool Allowance	300.00	.00	300.00	.00	.00	.00	300.00	0	450.00

Expense Budget Performance Report

Fiscal Year to Date 08/31/21
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	GA - Water Board - Sewer									
	EXPENSE									
	<i>Contractual Expenses</i>									
0419.001	Automotive Parts	25,000.00	.00	25,000.00	1,661.48	941.55	21,766.07	2,292.38	91	40,793.57
0419.003	Cleaning/Sanitary	5,000.00	5,000.00	10,000.00	99.96	.00	4,872.88	5,127.12	49	4,720.22
0419.004	Agricultural/Botanical	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	40,000.00
0419.005	Tools & Machine Parts	207,100.00	.00	207,100.00	7,152.27	76,531.83	59,487.64	71,080.53	66	186,056.73
0419.006	Construction/Repair	142,500.00	.00	142,500.00	17,827.63	11,522.99	55,428.02	75,548.99	47	133,694.29
0419.008	Signals/Communication	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	3,100.50
0419.009	Misc Chemicals	19,500.00	.00	19,500.00	2,999.17	2,472.07	9,955.35	7,072.58	64	17,518.67
0419.010	Laboratory	26,000.00	.00	26,000.00	4,581.38	1,483.78	17,715.87	6,800.35	74	16,776.29
0419.012	Carbon	110,000.00	.00	110,000.00	4,928.00	.00	4,928.00	105,072.00	4	97,587.50
0419.014	Ferric Chloride	410,000.00	.00	410,000.00	42,782.31	63,435.91	246,564.09	100,000.00	76	378,533.24
0419.016	Primary Polymer	120,000.00	.00	120,000.00	18,348.00	13,304.00	36,696.00	70,000.00	42	73,392.00
0419.017	Sludge Polymer	110,000.00	.00	110,000.00	.00	5,080.00	49,920.00	55,000.00	50	54,080.00
0419.018	Pebble Lime	230,000.00	.00	230,000.00	11,615.09	29,278.69	80,721.31	120,000.00	48	163,779.63
0419.024	Hypochlorite Solution	2,500,000.00	.00	2,500,000.00	138,599.46	25,000.00	1,546,786.60	928,213.40	63	2,850,681.28
0419.028	Hydrogen Peroxide	200,000.00	.00	200,000.00	.00	.00	.00	200,000.00	0	.00
0419.599	Undesignated Supplies	49,000.00	.00	49,000.00	4,668.71	6,435.90	25,152.00	17,412.10	64	46,632.10
0421.001	Phone Extension Chgs	43,925.00	.00	43,925.00	2,893.94	.00	27,279.02	16,645.98	62	45,006.65
0421.002	Wireless Services	16,000.00	.00	16,000.00	690.63	.00	5,001.88	10,998.12	31	8,797.96
0422.000	Light & Power	633,000.00	.00	633,000.00	55,950.09	.00	403,008.29	229,991.71	64	646,690.84
0423.000	Water/Sewer	486,000.00	.00	486,000.00	.00	.00	342,016.20	143,983.80	70	601,623.00
0424.000	Gas	25,000.00	.00	25,000.00	146.54	.00	13,765.34	11,234.66	55	21,518.63
0432.000	Property Insurance	142,500.00	.00	142,500.00	.00	.00	.00	142,500.00	0	217,113.48
0433.000	Liability Insurance	88,512.00	.00	88,512.00	.00	.00	115,582.30	(27,070.30)	131	64,660.62
0440.003	Motor Vehicle Equipment	80,000.00	.00	80,000.00	6,302.80	500.00	51,097.23	28,402.77	64	74,739.66
0440.599	Undesignated Leases	1,050.00	.00	1,050.00	80.80	.00	701.83	348.17	67	834.63
0441.000	Rental Of Real Property	75.00	.00	75.00	.00	.00	41.00	34.00	55	41.00
0442.000	Rental Of Equipment	14,000.00	.00	14,000.00	348.08	.00	3,303.64	10,696.36	24	16,935.00
0442.003	Motor Vehicle Equip Rentl	.00	9,565.00	9,565.00	494.50	.00	7,516.40	2,048.60	79	5,326.87
0442.599	Undesignated Rentals	2,700.00	.00	2,700.00	79.32	1,107.36	871.96	720.68	73	2,347.14
0443.000	Repair Of Real Property	35,000.00	.00	35,000.00	1,468.75	1,414.33	14,965.03	18,620.64	47	14,520.09
0444.000	Repair Of Equipment	163,745.00	.00	163,745.00	21,379.32	6,410.12	60,641.27	96,693.61	41	132,356.92
0446.000	Computer Services	2,500.00	.00	2,500.00	349.98	.00	2,799.83	(299.83)	112	4,199.72
0449.000	Billing & Collection	42,500.00	.00	42,500.00	3,429.72	.00	27,437.74	15,062.26	65	42,642.58
0449.002	Sludge Disposal	1,750,000.00	.00	1,750,000.00	258,532.25	241,467.75	1,262,382.90	246,149.35	86	1,517,790.40
0449.004	Special Security	.00	.00	.00	.00	.00	.00	.00	+++	475.00
0449.500	Safety-Contractual	3,200.00	.00	3,200.00	.00	.00	1,850.23	1,349.77	58	1,927.50
0449.599	Undesignated Services	157,000.00	11,500.00	168,500.00	14,802.36	22,200.69	62,848.37	83,450.94	50	136,147.89
0451.000	Consultants	73,762.00	.00	73,762.00	5,636.34	3,043.61	52,773.11	17,945.28	76	74,471.02

Expense Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	GA - Water Board - Sewer									
	EXPENSE									
	<i>Contractual Expenses</i>									
0454.000	Attorney Services	80,000.00	.00	80,000.00	13,854.92	.00	33,689.67	46,310.33	42	45,945.70
0461.000	Postage	15,000.00	.00	15,000.00	5,947.95	.00	22,966.73	(7,966.73)	153	18,248.19
0463.000	Travel & Training Expense	8,320.00	(1,500.00)	6,820.00	50.00	.00	499.00	6,321.00	7	2,141.50
0463.500	Safety Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	700.00
0465.000	Laundry & Cleaning	8,745.00	.00	8,745.00	199.52	552.10	872.90	7,320.00	16	6,655.82
0466.000	Books,Mags. & Memberships	500.00	.00	500.00	.00	.00	2,010.00	(1,510.00)	402	1,800.00
0467.000	Advertising	500.00	.00	500.00	44.11	.00	267.23	232.77	53	352.44
0471.000	Recruitment Expenditures	400.00	.00	400.00	.00	.00	225.00	175.00	56	278.80
	<i>Contractual Expenses Totals</i>	\$8,130,354.00	\$24,565.00	\$8,154,919.00	\$653,252.69	\$512,190.25	\$4,704,452.84	\$2,938,275.91	64%	\$7,845,131.82
	<i>Employee Benefits</i>									
0801.000	NYS E.R.S. Retirement	391,435.00	.00	391,435.00	.00	.00	106,755.83	284,679.17	27	415,226.83
0820.000	Worker's Compensation	262,000.00	.00	262,000.00	1,174.10	.00	(497.21)	262,497.21	0	242,417.21
0830.000	Life Insurance	11,660.00	.00	11,660.00	1,187.18	.00	8,809.37	2,850.63	76	12,204.15
0840.000	Unemployment Ins. NYS	17,253.00	.00	17,253.00	.00	.00	.00	17,253.00	0	24,139.85
0860.000	Medical Insurance	2,675,896.00	.00	2,675,896.00	181,414.24	.00	1,520,794.42	1,155,101.58	57	2,263,723.03
0861.000	Dental Insurance	28,400.00	.00	28,400.00	.00	.00	.00	28,400.00	0	62,446.75
0863.000	Vision Care Insurance	5,982.00	.00	5,982.00	477.07	.00	3,835.84	2,146.16	64	5,838.92
0865.000	Chiropractic Insurance	965.00	.00	965.00	240.00	.00	560.00	405.00	58	1,040.00
0890.000	Post-Employment Benefits(OPEB)	.00	.00	.00	.00	.00	.00	.00	+++	1,672,538.00
	<i>Employee Benefits Totals</i>	\$3,393,591.00	\$0.00	\$3,393,591.00	\$184,492.59	\$0.00	\$1,640,258.25	\$1,753,332.75	48%	\$4,699,574.74
	<i>Employee Benefit - FICA</i>									
0810.000	Social Security	276,572.00	.00	276,572.00	20,096.71	.00	166,825.00	109,747.00	60	275,468.34
	<i>Employee Benefit - FICA Totals</i>	\$276,572.00	\$0.00	\$276,572.00	\$20,096.71	\$0.00	\$166,825.00	\$109,747.00	60%	\$275,468.34
	<i>Interfund Transfers</i>									
0900.FA	Transfer To Water Divisn.	.00	(20,000.00)	(20,000.00)	.00	.00	.00	(20,000.00)	0	.00
0900.FGA	Transfer To Authority Bd	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
0900.FGB	Transfer To Water Board	103,380.00	.00	103,380.00	.00	.00	.00	103,380.00	0	70,000.00
0900.O&M	Transfer to Capital - Coverage	614,288.00	.00	614,288.00	.00	.00	.00	614,288.00	0	1,420,981.80
0900.VFG	Transfer To Debt Service	4,212,923.00	.00	4,212,923.00	24,767.08	.00	106,879.33	4,106,043.67	3	4,418,229.00
	<i>Interfund Transfers Totals</i>	\$4,955,591.00	(\$20,000.00)	\$4,935,591.00	\$24,767.08	\$0.00	\$106,879.33	\$4,828,711.67	2%	\$5,909,210.80
	EXPENSE TOTALS	\$20,084,452.00	(\$4,126.00)	\$20,080,326.00	\$1,158,832.39	\$513,621.69	\$8,865,850.19	\$10,700,854.12	47%	\$22,437,319.42
Fund	GA - Water Board - Sewer Totals	\$20,084,452.00	(\$4,126.00)	\$20,080,326.00	\$1,158,832.39	\$513,621.69	\$8,865,850.19	\$10,700,854.12		\$22,437,319.42
	Grand Totals	\$20,084,452.00	(\$4,126.00)	\$20,080,326.00	\$1,158,832.39	\$513,621.69	\$8,865,850.19	\$10,700,854.12		\$22,437,319.42

Expense Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	FA - Water Board - Water									
	EXPENSE									
	<i>Personnel - Position Control</i>									
0110.000	Biweekly Payroll	2,429,005.00	.00	2,429,005.00	164,245.18	.00	1,374,893.71	1,054,111.29	57	2,172,454.18
0153.000	Stipend	4,925.00	.00	4,925.00	922.96	.00	5,883.62	(958.62)	119	6,186.90
	<i>Personnel - Position Control Totals</i>	\$2,433,930.00	\$0.00	\$2,433,930.00	\$165,168.14	\$0.00	\$1,380,777.33	\$1,053,152.67	57%	\$2,178,641.08
	<i>Personnel Services</i>									
0111.000	Biwkly Comp Differential	.00	.00	.00	.00	.00	.00	.00	+++	874.00
0125.000	Insurance OPT Out	66,872.00	.00	66,872.00	4,471.06	.00	37,494.99	29,377.01	56	58,978.94
0130.000	Temporary Payroll	22,650.00	(4,180.00)	18,470.00	3,018.24	.00	7,313.38	11,156.62	40	46,732.45
0140.000	Overtime	75,319.00	.00	75,319.00	4,952.69	.00	48,307.03	27,011.97	64	74,576.14
0150.000	Acting Next-In-Rank Pay	.00	.00	.00	.00	.00	.00	.00	+++	453.00
0151.A	Sunday Contractual Pay	14,385.00	.00	14,385.00	1,251.32	.00	10,425.46	3,959.54	72	15,209.78
0152.000	Shift Premium Pay	.00	.00	.00	25.37	.00	231.43	(231.43)	+++	3,720.50
0155.A	Holiday Contractual Pay	6,950.00	.00	6,950.00	.00	.00	3,595.42	3,354.58	52	7,253.15
0155.000	Holiday Pay	.00	.00	.00	511.38	.00	43,021.11	(43,021.11)	+++	87,393.01
0165.000	Military Leave	.00	.00	.00	.00	.00	.00	.00	+++	181.98
0170.000	Overtime Meals	2,505.00	.00	2,505.00	130.75	.00	1,269.75	1,235.25	51	1,835.70
0181.000	Vacation Pay	.00	.00	.00	15,348.43	.00	112,596.26	(112,596.26)	+++	151,996.50
0182.000	Personal Time	.00	.00	.00	672.07	.00	4,862.31	(4,862.31)	+++	9,190.14
0183.000	Compensatory Time Off	.00	.00	.00	431.90	.00	2,280.68	(2,280.68)	+++	3,030.11
0184.000	Funeral Leave	.00	.00	.00	.00	.00	2,901.68	(2,901.68)	+++	4,301.41
0186.000	Call-In Time	6,475.00	.00	6,475.00	289.60	.00	4,842.18	1,632.82	75	5,905.93
0189.000	Sick Leave	.00	.00	.00	6,159.57	.00	58,966.21	(58,966.21)	+++	63,583.63
0190.000	Vacation Cash Conversion	5,329.00	.00	5,329.00	2,431.92	.00	2,431.92	2,897.08	46	2,407.84
0197.000	Compensated Absences	.00	.00	.00	.00	.00	.00	.00	+++	(477.55)
	<i>Personnel Services Totals</i>	\$200,485.00	(\$4,180.00)	\$196,305.00	\$39,694.30	\$0.00	\$340,539.81	(\$144,234.81)	173%	\$537,146.66
	<i>Capital Outlays</i>									
0210.000	Furniture & Furnishings	500.00	4,000.00	4,500.00	.00	2,500.00	1,244.49	755.51	83	.00
0220.000	Office Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
0230.000	Motor Vehicle Equipment	86,000.00	.00	86,000.00	.00	.00	1,999.00	84,001.00	2	.00
0250.000	Other Equipment	28,000.00	(2,500.00)	25,500.00	60.75	19,918.22	60.75	5,521.03	78	8,070.85
0250.007	Computer Equipment	25,500.00	.00	25,500.00	41.23	4,850.91	2,717.68	17,931.41	30	26,769.90
0250.500	Safety Equipment	7,957.00	(5,000.00)	2,957.00	907.89	.00	2,116.93	840.07	72	11,840.71
	<i>Capital Outlays Totals</i>	\$148,457.00	(\$3,500.00)	\$144,957.00	\$1,009.87	\$27,269.13	\$8,138.85	\$109,549.02	24%	\$46,681.46
	<i>Contractual Expenses</i>									
0411.000	Office Supplies	15,200.00	.00	15,200.00	1,159.93	.00	4,908.30	10,291.70	32	7,960.31
0412.000	Uniforms	2,050.00	.00	2,050.00	.00	.00	1,183.00	867.00	58	2,277.39
0413.000	Safety Shoes	8,200.00	.00	8,200.00	968.58	.00	3,629.89	4,570.11	44	7,001.21
0414.000	Automotive-Gas,Oil,Grease	45,000.00	.00	45,000.00	4,021.92	1,366.97	24,473.95	19,159.08	57	21,951.35
0415.000	Fuel Oil	30,000.00	.00	30,000.00	.00	.00	8,083.56	21,916.44	27	.00

Expense Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	FA - Water Board - Water									
	EXPENSE									
	Contractual Expenses									
0416.000	Consumable Printed Forms	700.00	.00	700.00	22.14	.00	624.92	75.08	89	1,136.68
0417.000	Tool Allowance	150.00	.00	150.00	.00	.00	.00	150.00	0	147.92
0419.001	Automotive Parts	20,000.00	.00	20,000.00	823.32	303.55	10,344.86	9,351.59	53	31,904.21
0419.003	Cleaning/Sanitary	5,000.00	.00	5,000.00	.00	2,022.80	1,902.40	1,074.80	79	909.91
0419.005	Tools & Machine Parts	77,500.00	.00	77,500.00	7,746.34	8,831.30	35,626.15	33,042.55	57	68,667.46
0419.006	Construction/Repair	174,000.00	.00	174,000.00	27,454.41	10,475.24	97,686.01	65,838.75	62	178,948.13
0419.009	Misc Chemicals	361,000.00	.00	361,000.00	43,949.90	77,300.89	234,805.81	48,893.30	86	347,499.53
0419.010	Laboratory	31,000.00	.00	31,000.00	1,304.39	1,593.75	12,327.23	17,079.02	45	28,357.67
0419.599	Undesignated Supplies	9,450.00	.00	9,450.00	.00	960.20	3,973.91	4,515.89	52	5,372.37
0421.001	Phone Extension Chgs	25,000.00	.00	25,000.00	1,883.78	.00	13,086.22	11,913.78	52	23,416.55
0421.002	Wireless Services	16,000.00	.00	16,000.00	1,072.67	.00	8,003.92	7,996.08	50	12,869.93
0422.000	Light & Power	500,000.00	.00	500,000.00	35,716.39	.00	383,482.97	116,517.03	77	595,469.46
0423.000	Water/Sewer	698,000.00	.00	698,000.00	.00	.00	339,221.88	358,778.12	49	690,380.68
0424.000	Gas	20,000.00	.00	20,000.00	18.04	.00	10,525.47	9,474.53	53	12,722.92
0432.000	Property Insurance	85,000.00	.00	85,000.00	.00	.00	.00	85,000.00	0	144,742.32
0433.000	Liability Insurance	65,500.00	.00	65,500.00	.00	.00	97,052.95	(31,552.95)	148	60,495.65
0440.003	Motor Vehicle Equipment	84,000.00	.00	84,000.00	6,302.80	.00	50,099.12	33,900.88	60	77,979.04
0440.599	Undesignated Leases	1,050.00	.00	1,050.00	89.00	.00	761.80	288.20	73	1,279.10
0441.000	Rental Of Real Property	.00	.00	.00	.00	.00	24.00	(24.00)	+++	48.00
0442.000	Rental Of Equipment	4,000.00	.00	4,000.00	348.07	.00	2,342.61	1,657.39	59	4,006.10
0442.003	Motor Vehicle Equip Rentl	5,000.00	8,306.00	13,306.00	494.50	.00	7,516.38	5,789.62	56	5,326.87
0442.599	Undesignated Rentals	5,000.00	.00	5,000.00	206.38	435.34	1,443.98	3,120.68	38	2,127.61
0444.000	Repair Of Equipment	23,700.00	194.00	23,894.00	1,657.44	1,538.42	5,881.22	16,474.36	31	23,127.87
0446.000	Computer Services	4,000.00	.00	4,000.00	349.97	.00	2,799.77	1,200.23	70	4,199.68
0446.008	Software Maint/Licenses	335,000.00	(20,000.00)	315,000.00	10,884.39	36,896.54	262,284.00	15,819.46	95	242,699.33
0449.000	Billing & Collection	42,500.00	.00	42,500.00	3,429.71	.00	27,437.70	15,062.30	65	42,642.65
0449.001	Sludge Removal	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0	11,945.42
0449.003	Waste Disposal	.00	.00	.00	.00	.00	.00	.00	+++	427.78
0449.500	Safety-Contractual	1,300.00	5,000.00	6,300.00	2,559.25	2,483.25	2,713.75	1,103.00	82	1,927.50
0449.599	Undesignated Services	830,000.00	(1,694.00)	828,306.00	3,516.04	4,686.82	746,987.90	76,631.28	91	788,522.91
0451.000	Consultants	63,000.00	.00	63,000.00	7,734.47	97.00	36,962.57	25,940.43	59	52,064.60
0454.000	Attorney Services	50,000.00	.00	50,000.00	13,772.41	.00	33,117.13	16,882.87	66	51,278.42
0461.000	Postage	20,000.00	.00	20,000.00	5,947.94	.00	22,966.70	(2,966.70)	115	18,216.56
0463.000	Travel & Training Expense	13,800.00	.00	13,800.00	50.00	.00	2,168.45	11,631.55	16	6,099.99
0465.000	Laundry & Cleaning	3,000.00	.00	3,000.00	126.52	.00	980.53	2,019.47	33	.00
0467.000	Advertising	500.00	.00	500.00	44.10	.00	224.28	275.72	45	352.43
0471.000	Recruitment Expenditures	800.00	.00	800.00	.00	.00	225.00	575.00	28	458.98
Contractual Expenses Totals		\$3,755,400.00	(\$8,194.00)	\$3,747,206.00	\$183,654.80	\$148,992.07	\$2,497,880.29	\$1,100,333.64	71%	\$3,576,962.49

Expense Budget Performance Report

Fiscal Year to Date 08/31/21

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	FA - Water Board - Water									
	EXPENSE									
	<i>Employee Benefits</i>									
0801.000	NYS E.R.S. Retirement	195,817.00	.00	195,817.00	.00	.00	53,377.92	142,439.08	27	207,613.42
0820.000	Worker's Compensation	262,000.00	.00	262,000.00	782.74	.00	(310.84)	262,310.84	0	241,731.08
0830.000	Life Insurance	8,931.00	.00	8,931.00	938.76	.00	6,993.07	1,937.93	78	9,276.54
0840.000	Unemployment Ins. NYS	26,019.00	.00	26,019.00	.00	.00	.00	26,019.00	0	24,139.82
0860.000	Medical Insurance	1,572,882.00	.00	1,572,882.00	143,513.55	.00	962,387.75	610,494.25	61	1,396,089.43
0861.000	Dental Insurance	55,305.00	.00	55,305.00	.00	.00	.00	55,305.00	0	38,728.31
0863.000	Vision Care Insurance	4,240.00	.00	4,240.00	309.14	.00	2,530.63	1,709.37	60	3,793.62
0865.000	Chiropractic Insurance	2,200.00	.00	2,200.00	320.00	.00	1,280.00	920.00	58	1,360.00
0890.000	Post-Employment Benefits(OPEB)	.00	.00	.00	.00	.00	.00	.00	+++	691,976.00
	<i>Employee Benefits Totals</i>	\$2,127,394.00	\$0.00	\$2,127,394.00	\$145,864.19	\$0.00	\$1,026,258.53	\$1,101,135.47	48%	\$2,614,708.22
	<i>Employee Benefit - FICA</i>									
0810.000	Social Security	215,454.00	.00	215,454.00	15,284.27	.00	128,601.75	86,852.25	60	202,487.51
	<i>Employee Benefit - FICA Totals</i>	\$215,454.00	\$0.00	\$215,454.00	\$15,284.27	\$0.00	\$128,601.75	\$86,852.25	60%	\$202,487.51
	<i>Interfund Transfers</i>									
0900.FGA	Transfer To Authority Bd	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	.00
0900.FGB	Transfer To Water Board	68,920.00	.00	68,920.00	.00	.00	.00	68,920.00	0	70,000.00
0900.O&M	Transfer to Capital - Coverage	510,578.00	.00	510,578.00	.00	.00	.00	510,578.00	0	947,321.20
0900.VFG	Transfer To Debt Service	2,057,651.00	.00	2,057,651.00	16,511.40	.00	71,252.91	1,986,398.09	3	2,945,486.00
	<i>Interfund Transfers Totals</i>	\$2,662,149.00	\$0.00	\$2,662,149.00	\$16,511.40	\$0.00	\$71,252.91	\$2,590,896.09	3%	\$3,962,807.20
	EXPENSE TOTALS	\$11,543,269.00	(\$15,874.00)	\$11,527,395.00	\$567,186.97	\$176,261.20	\$5,453,449.47	\$5,897,684.33	49%	\$13,119,434.62
Fund	FA - Water Board - Water Totals	\$11,543,269.00	(\$15,874.00)	\$11,527,395.00	\$567,186.97	\$176,261.20	\$5,453,449.47	\$5,897,684.33		\$13,119,434.62
	Grand Totals	\$11,543,269.00	(\$15,874.00)	\$11,527,395.00	\$567,186.97	\$176,261.20	\$5,453,449.47	\$5,897,684.33		\$13,119,434.62

Expense Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	FGB - Water Board									
	EXPENSE									
	<i>Contractual Expenses</i>									
0419.599	Undesignated Supplies	2,000.00	.00	2,000.00	640.99	.00	2,447.22	(447.22)	122	4,679.07
0451.000	Consultants	35,000.00	.00	35,000.00	.00	.00	59,707.07	(24,707.07)	171	47,446.67
0454.000	Attorney Services	100,000.00	(200.00)	99,800.00	.00	.00	26,670.50	73,129.50	27	212,383.95
0459.000	Auditors	28,000.00	.00	28,000.00	4,000.00	.00	23,000.00	5,000.00	82	17,000.00
0461.000	Postage	250.00	200.00	450.00	.00	.00	22.04	427.96	5	.00
0466.000	Books,Mags. & Memberships	7,050.00	.00	7,050.00	.00	.00	4,509.00	2,541.00	64	4,014.00
	<i>Contractual Expenses Totals</i>	\$172,300.00	\$0.00	\$172,300.00	\$4,640.99	\$0.00	\$116,355.83	\$55,944.17	68%	\$285,523.69
	EXPENSE TOTALS	\$172,300.00	\$0.00	\$172,300.00	\$4,640.99	\$0.00	\$116,355.83	\$55,944.17	68%	\$285,523.69
Fund	FGB - Water Board Totals	\$172,300.00	\$0.00	\$172,300.00	\$4,640.99	\$0.00	\$116,355.83	\$55,944.17		\$285,523.69
	Grand Totals	\$172,300.00	\$0.00	\$172,300.00	\$4,640.99	\$0.00	\$116,355.83	\$55,944.17		\$285,523.69

BANK ON BUFFALO & KEYBANK

BANK BALANCES-FY 2021

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
JANUARY	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,028,792.08	-	-	(2,637.00)	(2,637.00)	5,026,155.08	5,228,792.08
	X4899	Depository-BOB	2,961,557.56	2,750,721.11	-	(-8,937.84)	11,763.27	2,973,320.83	3,699,522.63
	X9220	Depository-Keybank	112,298.69	185,720.12	(316.05)	-	185,404.07	297,702.76	769,754.41
	X4906	Payroll	185,507.24	-	(583,953.10)	507,770.17	(76,182.93)	109,324.31	108,889.27
	X4914	Benefits	10,257.50	-	(5,800.00)	8,423.00	2,623.00	12,880.50	11,081.50
	X0643	Operating	1,079,739.42	-	(2,432,981.82)	2,225,401.67	(207,580.15)	872,159.27	1,269,790.07
	X4445	Grants	56,308.39	-	-	-	-	56,308.39	-
		Totals	9,526,085.70	2,936,441.23	(3,023,050.97)	-	(86,609.74)	9,439,475.96	11,179,454.78
FEBRUARY	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,026,155.08	-	-	(2,637.00)	(2,637.00)	5,023,518.08	5,228,792.08
	X4899	Depository	2,973,320.83	2,597,263.19	-	(3,578,811.03)	(1,041,547.84)	1,931,772.99	4,196,124.61
	X9220	Depository-Keybank	297,702.76	165,912.19	(485.48)	(297,702.76)	(132,276.05)	165,426.71	345,449.74
	X4906	Payroll	109,324.31	-	(512,528.10)	510,602.35	(1,925.75)	107,398.56	101,539.41
	X4914	Benefits	12,880.50	-	(9,332.25)	9,583.25	251.00	13,131.50	14,750.50
	X0643	Operating	872,159.27	-	(3,225,122.66)	3,358,965.19	133,842.53	1,006,001.80	1,079,667.25
	X4445	Grants	56,308.39	569,243.43	(625,550.82)	-	(56,307.39)	1.00	-
		Totals	9,439,475.96	3,272,418.81	(4,373,019.31)	-	(1,100,600.50)	8,338,875.46	11,057,948.41
MARCH	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,023,518.08	-	-	5,274.00	5,274.00	5,028,792.08	5,228,792.08
	X4899	Depository	1,931,772.99	1,843,465.64	-	(2,593,574.20)	(750,108.56)	1,181,664.43	3,788,578.48
	X9220	Depository-Keybank	165,426.71	211,040.22	(489.24)	(165,426.71)	45,124.27	210,550.98	36,396.71
	X4906	Payroll	107,398.56	-	(485,125.70)	483,516.65	(1,609.05)	105,789.51	105,939.77
	X4914	Benefits	13,131.50	-	(16,431.00)	17,924.00	1,493.00	14,624.50	12,729.50
	X0643	Operating	1,006,001.80	-	(1,751,566.85)	2,252,286.26	500,719.41	1,506,721.21	929,179.14
	X4445	Grants	1.00	598,754.30	-	-	-	598,755.30	-
		Totals	8,338,875.46	2,653,260.16	(2,253,612.79)	(0.00)	399,647.37	8,738,522.83	10,193,240.50
APRIL	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,028,792.08	-	-	-	-	5,028,792.08	5,228,792.08
	X4899	Depository	1,181,664.43	3,074,511.54	-	(2,386,184.03)	688,327.51	1,869,991.94	3,453,033.14
	X9220	Depository-Keybank	210,550.98	161,772.38	-	-	161,772.38	372,323.36	175,589.33
	X4906	Payroll	105,789.51	-	(495,051.12)	498,940.53	3,889.41	109,678.82	107,968.49
	X4914	Benefits	14,624.50	-	(10,013.00)	8,042.00	(1,971.00)	12,653.50	8,510.50
	X0643	Operating	1,506,721.21	-	(1,706,271.82)	1,879,201.50	172,929.68	1,679,650.89	892,955.82
	X4445	Grants	598,755.30	-	-	-	-	598,755.30	-
		Totals	8,738,522.83	3,236,283.92	(2,211,335.94)	(0.00)	1,024,947.98	9,763,470.81	9,958,474.18
MAY	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,028,792.08	-	-	-	-	5,028,792.08	5,228,792.08
	X4899	Depository	1,869,991.94	2,266,347.08	-	(2,030,207.49)	236,139.59	2,106,131.53	4,331,496.02
	X9220	Depository-Keybank	372,323.36	119,084.15	-	-	119,034.15	491,357.51	262,998.17
	X4906	Payroll	109,678.82	-	(476,497.93)	473,282.00	(3,215.93)	106,462.99	107,179.50
	X4914	Benefits	12,653.50	-	(6,693.00)	5,501.00	(1,192.00)	11,461.50	5,117.50
	X0643	Operating	1,679,650.89	-	(1,937,028.38)	1,551,424.49	(385,603.89)	1,294,047.00	1,401,207.08
	X4445	Grants	598,755.30	-	(598,754.30)	-	(598,754.30)	1.00	-
		Totals	9,763,470.81	2,385,381.23	(3,018,973.61)	0.00	(633,592.38)	9,129,878.43	11,427,815.17
JUNE	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,028,792.08	-	-	-	-	5,028,792.08	5,228,792.08
	X4899	Depository	2,106,131.53	2,001,721.25	-	(3,176,858.13)	(1,175,136.88)	930,994.65	2,447,022.78
	X9220	Depository-Keybank	491,357.51	124,382.84	-	-	124,382.84	615,740.35	337,756.93
	X4906	Payroll	106,462.99	-	(653,449.28)	1,016,730.46	363,281.18	469,744.17	363,619.29
	X4914	Benefits	11,461.50	-	(15,120.00)	17,063.00	1,943.00	13,404.50	5,943.50
	X0643	Operating	1,294,047.00	-	(2,492,827.79)	2,143,064.67	(349,763.12)	944,283.88	915,524.72
	X4445	Grants	1.00	772,435.29	-	-	-	772,436.29	-
		Totals	9,129,878.43	2,898,539.38	(3,161,397.07)	(0.00)	(262,857.69)	8,867,020.74	9,052,527.19
JULY	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,028,792.08	-	-	-	-	5,028,792.08	5,228,792.08
	X4899	Depository	930,994.65	4,824,691.59	-	(2,536,562.90)	2,288,128.69	3,219,123.34	3,820,240.77
	X9220	Depository-Keybank	615,740.35	166,082.06	-	-	166,082.06	781,822.41	337,756.93
	X4906	Payroll	469,744.17	-	(603,871.87)	259,018.47	(344,853.40)	124,890.77	116,187.18
	X4914	Benefits	13,404.50	-	(7,353.00)	8,076.00	723.00	14,127.50	8,971.50
	X0643	Operating	944,283.88	-	(2,282,022.99)	2,269,468.43	(12,554.56)	931,729.32	864,877.52
	X4445	Grants	772,436.29	-	-	-	-	772,436.29	-
		Totals	8,867,020.74	4,990,773.65	(2,893,247.86)	0.00	2,097,525.79	10,964,546.53	8,468,450.80
AUGUST	X4873	Board Expense Account	91,624.82	-	-	-	-	91,624.82	91,624.82
	X4881	O&M Reserve	5,028,792.08	-	-	-	-	5,028,792.08	5,228,792.08
	X4899	Depository	3,219,123.34	4,296,321.65	(6,587.01)	(2,409,590.37)	1,880,144.27	5,099,267.61	4,115,642.21
	X9220	Depository-Keybank	781,822.41	224,016.77	-	-	224,016.77	1,005,839.18	223,451.09
	X4906	Payroll	124,890.77	-	(520,824.56)	509,684.28	(11,140.28)	113,750.49	108,226.34
	X4914	Benefits	14,127.50	-	(12,291.00)	11,777.00	(514.00)	13,613.50	4,278.50
	X0643	Operating	931,729.32	-	(1,909,474.12)	1,888,129.09	(21,345.03)	910,384.29	880,604.45
	X4445	Grants	772,436.29	876,051.63	-	-	-	1,648,487.92	266,928.11
		Totals	10,964,546.53	5,396,390.05	(2,449,176.69)	-	2,947,213.36	13,911,759.89	9,219,547.60

BANK ON BUFFALO- 2643

Treasury Reconciliation FY 2021

MONTH	STARTING VALUE	DEPOSITS/WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
JAN	17,503,800.30	-		(5,802.15)	17,497,998.15	21,632,403.94
FEB	17,497,998.15	(2,853.35)		2,740.10	17,497,884.90	21,678,437.43
MAR	17,497,884.90	(10,054.95)		8,536.63	17,496,366.58	21,793,908.42
APR	17,496,366.58	(12,723.72)		4,836.30	17,488,479.16	21,792,858.07
MAY	17,488,479.16	(15,283.23)		(3,177.87)	17,470,018.06	21,811,712.29
JUN	17,470,018.06	(3,513.77)	(2,000,000.00)	5,489.59	15,471,993.88	21,871,514.43
JUL	15,471,993.88	(10,045.37)		(3,982.17)	15,457,966.34	21,858,748.94
AUG	15,457,966.34	(2,818.93)		6,487.75	15,461,635.16	21,871,514.43
SEP						
OCT						
NOV						
DEC		(57,293.32)	(2,000,000.00)	15,128.18		

FY TOTAL

Wilmington Trust

BANK BALANCES-FY 2021

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
JANUARY	X3250	Debt Service	6,636,484.39	669,894.03	(1,454,473.55)		6,569.07	(778,016.45)	5,858,467.94
	X3251	Construction	866.38	-	-		0.01	0.01	866.39
	X3252	Debt Service Reserve	8,741,079.26	-	-		29,754.06	29,754.06	8,770,833.32
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	2,554,504.44	-	-		21.70	21.70	2,554,526.14
		Totals	17,949,013.79	669,894.03	(1,454,473.55)	-	36,338.84	(748,240.68)	17,200,773.11

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
FEBRUARY	X3250	Debt Service	5,858,467.94	668,394.03	(1,500.00)		3,318.37	670,212.40	6,528,680.34
	X3251	Construction	866.39	-	-		0.01	0.01	866.40
	X3252	Debt Service Reserve	8,770,833.32	-	-		27,048.63	27,048.63	8,797,881.95
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	2,554,526.14	525,550.82	(1,586,708.36)		9.82	(961,147.72)	1,593,378.42
		Totals	17,200,773.11	1,293,944.85	(1,586,208.36)	-	30,376.83	(263,886.68)	16,936,886.43

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
MARCH	X3250	Debt Service	6,528,680.34	666,894.03	-		5,907.95	672,801.98	7,201,482.32
	X3251	Construction	866.40	-	-		0.01	0.01	866.41
	X3252	Debt Service Reserve	8,797,881.95	-	-		29,946.69	29,946.69	8,827,828.64
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	1,593,378.42	-	(517,937.97)		11.34	(517,926.63)	1,075,451.79
		Totals	16,936,886.43	666,894.03	(517,937.97)	-	35,865.99	184,822.05	17,121,708.48

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
APRIL	X3250	Debt Service	7,201,482.32	666,894.03	-		17,737.81	684,631.84	7,886,114.16
	X3251	Construction	866.41	-	-		0.01	0.01	866.42
	X3252	Debt Service Reserve	8,827,828.64	-	-		28,980.68	28,980.68	8,856,809.32
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	1,075,451.79	-	(337,629.55)		8.47	(337,621.08)	737,830.71
		Totals	17,121,708.48	666,894.03	(337,629.55)	-	46,726.97	375,991.45	17,497,699.93

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
MAY	X3250	Debt Service	7,886,114.16	666,894.03	(257,492.22)		14,544.43	423,946.24	8,310,060.40
	X3251	Construction	866.42	-	-		0.01	0.01	866.43
	X3252	Debt Service Reserve	8,856,809.32	-	-		29,927.32	29,927.32	8,886,736.64
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	737,830.71	598,754.30	(1,259,055.14)		4.97	(660,295.87)	77,534.84
		Totals	17,497,699.93	1,265,648.33	(1,516,547.36)	-	44,476.73	(206,422.30)	17,291,277.63

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
JUNE	X3250	Debt Service	8,310,060.40	666,674.70	-		1,803.99	668,478.69	8,978,539.09
	X3251	Construction	866.43	-	-		0.01	0.01	866.44
	X3252	Debt Service Reserve	8,886,736.64	-	-		28,955.80	28,955.80	8,915,692.44
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	77,534.84	2,000,000.00	(18,070.27)		13.20	1,981,942.93	2,059,477.77
		Totals	17,291,277.63	2,666,674.70	(18,070.27)	-	30,773.00	2,679,377.43	19,970,655.06

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
JULY	X3250	Debt Service	8,978,539.09	666,674.70	(5,303,798.55)		2,112.94	(4,635,010.91)	4,343,528.18
	X3251	Construction	866.44	-	-		0.01	0.01	866.45
	X3252	Debt Service Reserve	8,915,692.44	-	-		1,146.16	1,146.16	8,916,838.60
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	2,059,477.77	1,584,352.19	(532,567.28)		21.17	1,051,806.08	3,111,283.85
		Totals	19,970,655.06	2,251,026.89	(5,836,365.83)	-	3,280.28	(3,582,058.66)	16,388,596.40

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Transfer to Operating	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
AUGUST	X3250	Debt Service	4,343,528.18	662,805.68	-		3,298.88	666,104.56	5,009,632.74
	X3251	Construction	866.45	-	-		0.01	0.01	866.46
	X3252	Debt Service Reserve	8,916,838.60	-	-	(2,226,380.91)	23,517.46	(2,202,863.45)	6,713,975.15
	X9279	Expense Account	16,079.32	-	-		-	-	16,079.32
	X2722	Capital Fund Construction	3,111,283.85	-	(530,367.06)		24.77	(530,342.29)	2,580,941.56
		Totals	16,388,596.40	662,805.68	(530,367.06)	(2,226,380.91)	26,841.12	(2,067,101.17)	14,321,495.23

BANK PAID DATE	Req #	Invoice Date	PP # of #	VENDOR	Project Name	DESCRIPTION	INVOICE	AMOUNT	CIP FUNDING ACCOUNT
8/13/2021	2021-114	7/23/2021	7	AECOM	Consent Order Services-Pilot Scale Testing Evaluation	Pilot Scale Testing Evaluation-Professional Services	2000520291	\$ 22,929.73	WWTP-17
8/13/2021	2021-115	6/22/2021	6	AECOM	Consent Order Services-Pilot Scale Testing Evaluation	Pilot Scale Testing Evaluation-Professional Services	2000508928	\$ 5,315.11	WWTP-17
8/13/2021	2021-116	5/13/2021	5	AECOM	Consent Order Services-Pilot Scale Testing Evaluation	Pilot Scale Testing Evaluation-Professional Services	2000494427	\$ 6,114.14	WWTP-17
8/13/2021	2021-117	5/14/2021	9	AECOM	WWTP Rehab 4F-Chemical Improvements	Effluent Disinfection System Design & Construction	2000495114	\$ 810.50	WWTP-6
8/13/2021	2021-118	7/26/2021	10	AECOM	WWTP Rehab 4F-Chemical Improvements	Effluent Disinfection System Design & Construction	2000520754	\$ 7,098.29	WWTP-6
8/13/2021	2021-119	5/13/2021	13	Arcadis	WWTP project 3	Construction Administration	34232556	\$ 6,229.25	WWTP-3
8/13/2021	2021-120	6/17/2021	14	Arcadis	WWTP project 3	Construction Administration	34239107	\$ 13,248.50	WWTP-3
8/13/2021	2021-121	7/7/2021	15	Arcadis	WWTP project 3	Construction Administration	34242433	\$ 5,044.50	WWTP-3
8/13/2021	2021-122	7/21/2021	6	El Team	Replacement of Critical Heating & Ventilation Equipment	Engineering Work	23617	\$ 8,912.50	WWTP-7
8/13/2021	2021-123	7/21/2021	7	El Team	Replacement of Critical Heating & Ventilation Equipment	Engineering Work	23618	\$ 3,047.50	WWTP-7
8/13/2021	2021-124	4/29/2021	7	El Team	Electrical Systems Improvements	Electrical Design	23593	\$ 33,343.90	WWTP-5
8/13/2021	2021-125	6/30/2021	3	Hohl Industrial	Gen/Mech-Screenings & Grit transport	Construction	179421-03	\$ 12,798.40	WWTP-3
8/13/2021	2021-126	6/30/2021	1	CIR Electric	Basin Modifications-Phase 4A	Electrical work	2002038-1	\$ 21,177.40	WWTP-1
8/13/2021	2021-127	6/30/2021	10	CIR Electric	Gorge Pump Station Rehab	Gorge Pump Station Rehab-Electrical	42880	\$ 11,005.75	WWTP-2
8/13/2021	2021-128	7/15/2021	2	EJ Prescott	Valve Replacement	Valves	5878057	\$ 2,068.00	W-30
8/13/2021	2021-129	5/27/2021	1	Ferguson Electric	SCADA Upgrades	SCADA Improvements	138748	\$ 4,720.00	WWTP-10
8/24/2021	2021-130	5/29/2021	1	GHD	Sludge study & conveyor study	Evaluation	84717	\$ 6,436.95	WWTP-17
8/24/2021	2021-131	6/26/2021	2	GHD	Sludge study & conveyor study	Evaluation	85230	\$ 10,711.16	WWTP-17
8/24/2021	2021-132	7/31/2021	2	Hohl Industrial	Basin Modifications/Effluent Disinfection	Basin Construction	179324-02	\$ 179,434.48	WWTP-1
8/24/2021	2021-133	7/27/2021	1-Final	EH Wachs	Water Infrastructure/Misc.	Single turn valve maintenance trailer	192258	\$ 69,163.75	W-30
8/24/2021	2021-134	7/29/2021	6	CIR Electric	Electrical	Electrical Construction	43150	\$ 11,874.37	WWTP-3
8/24/2021	2021-135	6/29/2021	NA	CPL	Combined Projects-Miscellaneous	Professional Services-Capital Work Management	76252	\$ 16,919.61	C-5
8/24/2021	2021-136	6/29/2021	5	CIR Electric	Electrical	Electrical Construction	43027	\$ 850.25	WWTP-3
8/24/2021	2021-137	7/21/2021	3-Final	4th Generation	Boiler Ave Main	82nd & Military	WC#884	\$ 22,629.00	W-14
8/24/2021	2021-138	5/25/2021	2	Mark Cerrone	Sewer Repair	Machinery Rental	20639	\$ 48,484.05	S-8
								\$ 530,367.09	

NFWB Live
Budget Amendments Report
 From Date: 8/1/2021 - To Date: 8/31/2021

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: FA Water Board - Water						
Department: 8310 Water						
Sub Department: 0001 Administration						
0210.000 - Furniture & Furnishings				Amended Balance as of: 8/1/2021		\$500.00
	08/18/2021	2021-00002535	TO COVER PURCHASE OF EX DIRECTOR FURNITURE	\$2,500.00	\$0.00	\$3,000.00
				\$2,500.00	\$0.00	\$3,000.00
0463.000 - Travel & Training Expense						
				Amended Balance as of: 8/1/2021		\$4,200.00
	08/25/2021	2021-00002639	TO COVER SCADA REDUNDANCY MODULE FOR THE SCADA PROCESSOR	\$0.00	\$700.00	\$3,500.00
				\$0.00	\$700.00	\$3,500.00
Sub Department: 0001 Administration Totals:				\$2,500.00	\$700.00	
Sub Department: 6350 Engineering						
0463.000 - Travel & Training Expense				Amended Balance as of: 8/1/2021		\$1,100.00
	08/25/2021	2021-00002639	TO COVER SCADA REDUNDANCY MODULE FOR THE SCADA PROCESSOR	\$700.00	\$0.00	\$1,800.00
				\$700.00	\$0.00	\$1,800.00
Sub Department: 6350 Engineering Totals:				\$700.00	\$0.00	
Department: 8310 Water Totals:				\$3,200.00	\$700.00	
Department: 8330 Purification						
Sub Department: 0200 Maintenance						
0250.000 - Other Equipment				Amended Balance as of: 8/1/2021		\$28,000.00
	08/18/2021	2021-00002535	TO COVER PURCHASE OF EX DIRECTOR FURNITURE	\$0.00	\$2,500.00	\$25,500.00
				\$0.00	\$2,500.00	\$25,500.00
Sub Department: 0200 Maintenance Totals:				\$0.00	\$2,500.00	
Department: 8330 Purification Totals:				\$0.00	\$2,500.00	
Fund Totals: Water Board - Water				\$3,200.00	\$3,200.00	

NFWB Live

Budget Amendments Report

From Date: 8/1/2021 - To Date: 8/31/2021

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: GA Water Board - Sewer						
Department: 8110 W.W.T.P.						
Sub Department: 0001 Administration						
0250.000 - Other Equipment				Amended Balance as of: 8/1/2021		\$5,300.00
	08/11/2021	2021-00002451	PURCHASE CAMERAS FOR WWTP PER EX. DIRECTOR	\$700.00	\$0.00	\$6,000.00
				\$700.00	\$0.00	\$6,000.00
0449.599 - Undesignated Services						
				Amended Balance as of: 8/1/2021		\$40,700.00
	08/11/2021	2021-00002451	PURCHASE CAMERAS FOR WWTP PER EX. DIRECTOR	\$0.00	\$700.00	\$40,000.00
				\$0.00	\$700.00	\$40,000.00
Sub Department: 0001 Administration Totals:				\$700.00	\$700.00	
Department: 8110 W.W.T.P. Totals:				\$700.00	\$700.00	
Fund Totals: Water Board - Sewer				\$700.00	\$700.00	
Grand Totals:				\$3,900.00	\$3,900.00	



Monthly O&M Report **For the Month of August 2021**

1. Treatment & Plant Maintenance

1.1. Water – Robert Rowe, updated 09/10/2021.

OPERATIONS AND MAINTENANCE

Total water production for the month of July was 618 million gallons, and August was 627 million gallons. The average daily water production was 20 million gallons in July, and 20.2 in August. The plant data summary table is included below for your reference.

2021 TOTALS AND AVERAGES

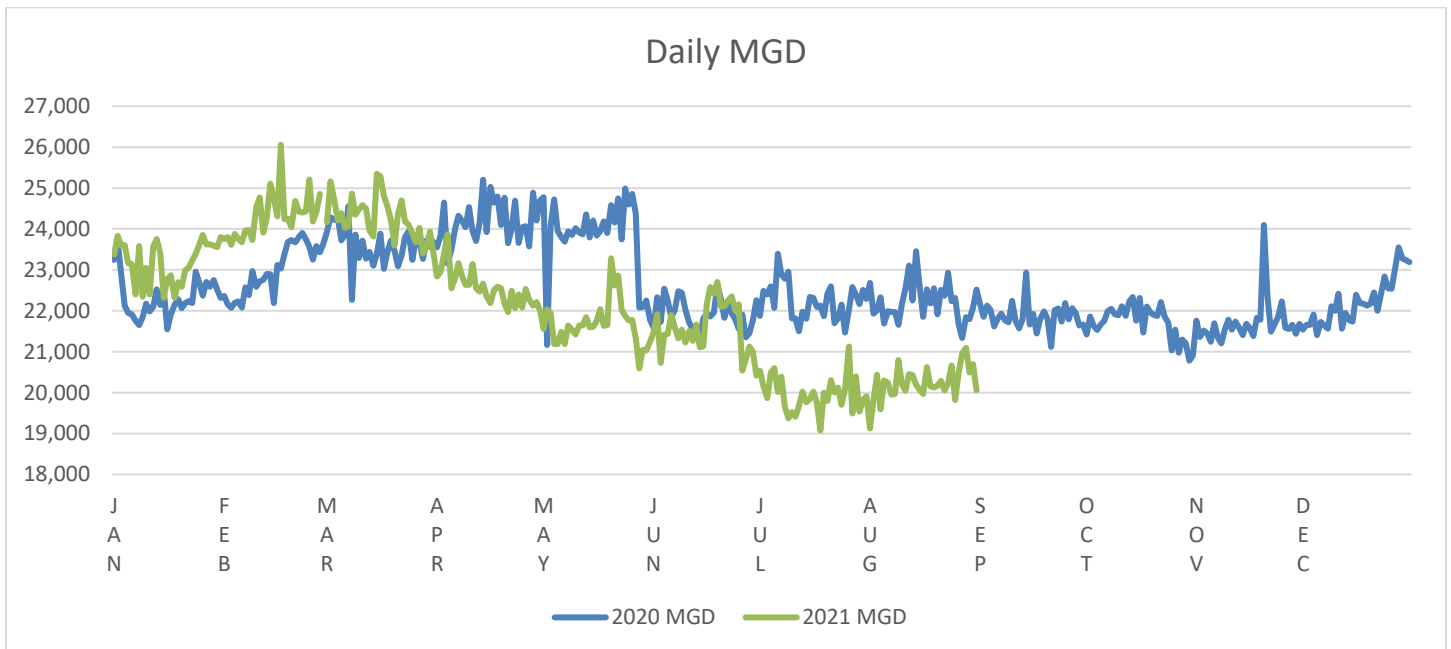
	R/W	PRE CL2	PACL	H2SiF6	PO4	POST CL2	F/W 1000 GAL/ DAY
	PUMPAGE	LBS	LBS	LBS	LBS	LBS	
JAN	719125	6987	157000	18691	1968	3939	23198
FEB	681002	6389	150200	18097	1847	3998	24322
MAR	752361	7210	177400	19096	1994	4684	24270
APR	677021	6706	129000	15693	1746	4322	22567
MAY	672042	7449	120700	15869	1819	4293	21679
JUN	647984	7631	96900	14000	1772	4054	21599
JUL	618489	8800	93200	13164	1695	4055	19951
AUG	627495	9628	101200	13459	1696	3997	20242
SEP	0	0	0	0	0	0	0
OCT	0	0	0	0	0	0	0
NOV	0	0	0	0	0	0	0
DEC	0	0	0	0	0	0	0
TOTAL	5395519	60800	1025600	128069	14537	33342	177827



FOR COMPARISON: 2020 TOTALS AND AVERAGES

	F/W	PRE CL2	PACL	H2SiF6	PO4	POST CL2	F/W 1000 GAL/ DAY
	PUMPAGE	LBS	LBS	LBS	LBS	LBS	
JAN	691945	7205	131000	16189	1891	4034	22321
FEB	666612	6664	122800	15907	1846	4169	22987
MAR	731884	7609	131400	17442	2053	4478	23609
APR	725504	8039	135500	17675	2121	4428	24183
MAY	738265	8462	130200	18122	2099	4565	23815
JUN	657717	8481	129100	16749	1755	4280	21924
JUL	689194	9709	158000	17736	1912	4492	22232
AUG	689025	10707	156100	18731	1949	3798	22227
SEP	656138	9352	139100	16674	1883	3643	21871
OCT	673130	8665	140100	17134	1910	3389	21714
NOV	651028	8449	140100	16533	1802	3160	21701
DEC	688777	7688	146800	17533	1873	3338	22219
TOTAL	8259219	101030	1660200	206425	23094	47774	270802

Chart Comparing Daily Finished Water Flows, 2020 Versus 2021





2021 ANALYTICAL RESULTS

	RAW TURB NTU	RAW pH	PRE Cl2 RES.mg/l	POST Cl2 RES.mg/l	EFF TURB NTU	EFF pH	F. RES mg/l
JAN	8.8	8.1	0.63	1.23	0.023	7.6	0.72
FEB	7.3	8.1	0.57	1.23	0.020	7.5	0.72
MAR	5.8	8.1	0.56	1.24	0.015	7.5	0.71
APR	3.3	8.1	0.54	1.23	0.013	7.5	0.68
MAY	2.5	8.0	0.55	1.24	0.019	7.5	0.73
JUN	0.7	8.0	0.55	1.23	0.025	7.6	0.69
JUL	4.1	8.1	0.52	1.25	0.029	7.6	0.67
AUG	0.8	8.2	0.54	1.25	0.037	7.7	0.69
SEP							
OCT							
NOV							
DEC							
AVG	4.2	8.1	0.56	1.24	0.023	7.6	0.70

Operations and Maintenance Highlights

The need for a booster pump system to aid and back-up our Chlorine dosing into the raw water has been discussed and has become more evident. We have started the process of sourcing equipment and drawing up plans.

*Drawings have been completed and submitted to Dept. of Health for approval.

We were on our last leg with the Freeze Thaw Beds, working with outside crews as weather permits to pile and dry at least one bed for hauling the solids ASAP.

With the help of Mike Eagler and his crews, including Operations' own Mike Janese, we were able to consolidate the solids from two full beds into one bed, allowing us to place the empty bed into service and maintain compliance with our SPDES permit.

We are currently awaiting the final lab work for approval to haul the solids to Modern Corp.

The new chlorine gas detection system has been placed into service and is working as designed, allowing us greater control and visuals of the state of air quality within the chlorine storage area and chlorinator rooms. This is a great improvement over the original and aging system that was in place. Our Electrician and Control Maintenance Technician handled the physical installation, while DiVal Safety offered assistance with initial startup and calibration of the system.

Our Annual Drinking Water Quality Report, which has been posted on our website, at <https://nfwb.org/app/uploads/2021/05/2020-CCR-.pdf>, has now been distributed to all bill-paying customers and certified with NYS Dept. of Health. This completes the 2020 reporting for Operations.



1.2. Wastewater – Bob Dunn, Chief Operator- updated 9/15/2021.

Non-Compliance Violations: NONE

Sampling notes: None

OPERATIONAL and MAINTENANCE- Highlights

Project #1 – Sedimentation Basin and Screening rehab. Work continues on basin #5. The old steel gate on the Effluent end (Buffalo Ave.) has been removed and a new gate has been installed in newly concreted channels. The concrete divider that will support the new Chain & Flight system is just about complete, with the last section being poured at the end of the month. New screws have been installed in the sludge and grit sections of the basin. Several parts and pieces of the new Screening equipment have come in and are being installed accordingly. New conduit is to be run to a control panel located at the Effluent end of basin #3 starting in the beginning of September.

Project #2 - Gorge Pumping Station Rehab. Project has slowed due to delayed lead time on parts and equipment. A new electrical panel is set to be installed as soon as we are able to safely perform a test of the expected plan and procedure. Communications are being had between all involved parties to facilitate that work.

Project #3 – Poly, Grit conveyor and BFP controls. Project moving slow due to delays on parts and pieces of equipment. The new wall is being erected in the BFP area which will separate the presses from all the main controls and keep them in a much safer and better controlled environment.

Project #5 – Electrical. Has been rebid with no successful bidders. Plans to be made as to the direction we proceed.

Project #7 – Still awaiting next step to begin construction.

Project #9 & 11 – Inside/Outside piping. Both lead contractors have been given their Notice to Proceed and the beginning stages of construction have begun.

Project #10 – Kaman (Over all controls). Kaman is currently working on some controls for the Belt Filter Press project as well as the Polymer controls.

All and all Plant conditions are very well with excellent work being done by all departments.



WASTEWATER TREATMENT PLANT OPERATING DATA														
2021	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	INF/EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)		(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	32.12	41.31	13.50	2.2	0.3	2421.0	643.0	3664.0	4398.0	27380	121.8	0	367350	18.8
February	23.60	43.20	12.12	1.8	0.6	1721.0	518.0	2391.0	3107.0	19700	45.7	0	424560	12.0
March	24.32	45.57	12.00	2.0	0.7	2805.0	816.0	3397.0	3430.0	21380	79.0	0	301700	41.2
April	24.18	45.25	12.28	1.8	0.7	2150.0	582.0	2800.0	3335.0	22160	86.1	0	478895	26.0
May	20.59	42.66	11.12	1.6	0.8	1674.0	463.0	2334.0	3345.0	22500	69.8	0	697120	46.4
June	20.69	41.20	11.28	1.6	0.7	1735.0	524.0	2641.0	3363.0	21800	67.8	810	763300	65.3
July	26.76	48.23	12.75	1.4	6.1	1516.0	455.0	2544.0	3629.0	24780	55.7	6140	711170	15.9
August	19.49	36.87	11.21	1.3	0.4	1544.0	440.0	2846.0	3368.0	21420	91.6	0	739870	15.6
September														
October														
November														
December														
Totals	23.97	43.04	12.03	1.7	10.3	15566.0	4441.0	22617.0	27975.0	181120	617.5	6950	4483965	241.2

Explanation of data abbreviations:

INF: Influent

EFF: Effluent

CBE Carbon Bed Effluent

GPS: Gorge Pump Station

MGD: Millions of Gallons per Day

PPM: Parts Per Million

BFP: Belt Filter Press

PRIM: Primary

FeCl3: Ferric Chloride

H2O2: Peroxide

NaOCl: Sodium Hypochlorite

2020 Data for Comparison Purposes

WASTEWATER TREATMENT PLANT OPERATING DATA														
2020	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	INF/EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)		(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	988.96	1280.77	418.58	2.2	0.0	2421.0	643.0	3664.0	4398.0	27380	121.8	0	367350	88.5
February	819.89	1187.62	387.49	2.2	2.2	2407.0	645.0	3502.0	4453.0	25990	110.3	0	382270	63.6
March	940.59	1369.46	439.96	2.2	2.3	2241.0	603.0	3007.0	4577.0	28140	83.2	0	576380	28.3
April	865.22	1294.50	404.40	2.1	2.6	1869.0	520.0	2985.0	4566.0	28647	90.6	0	415530	23.5
May	802.53	1193.30	393.25	2.0	2.3	1520.0	408.0	2758.0	4382.0	26220	75.1	0	445580	15.5
June	660.30	1186.66	439.42	1.9	2.3	1967.0	524.0	3305.0	4115.0	24120	108.4	0	478980	74.6
July	639.88	1142.70	430.00	2.1	1.7	1673.0	457.0	3371.0	3725.0	21800	88.1	0	588800	26.4
August	596.63	1077.83	369.06	2.2	1.5	1753.0	473.0	3920.0	3846.0	23000	113.2	0	692042	6.2
September	569.50	983.64	343.94	2.2	0.0	1426.7	430.6	2768.0	3806.4	21020	122.4	0	508210	16.1
October	631.44	983.46	338.29	2.1	0.0	1712.0	514.0	3314.0	4102.0	23980	107.9	0	671750	5.7
November	602.10	939.90	265.80	2.0	1.0	2208.0	693.0	3663.0	3477.0	20710	116.7	0	600580	9.6
December	968.16	1446.43	416.47	2.2	2.0	2555.0	711.0	3207.0	4826.0	26665	58.5	0	370865	25.9
Totals	9085.20	14086.27	4646.66	2.1	17.8	23752.7	6621.6	39464.0	50273.4	297672	1196.2	0	6098337	383.9



2.1. Sewer Collection & Water Distribution Michael Eagler, updated 9/12/2021

Sewer Collections System										
2021	Service Calls	Flushing (Feet)	UFPO Response	Receivers Cleaned	Bypass Pumping (Hours)	Catch Basins	Man Holes	Main	Connections	Lateral
January	83	30402	576	177	12.10	4	2	0	5	0
February	101	21075	368	79	0.00	3	4	0	1	2
March	157	5271	826	203	0.00	2	3	1	2	0
April	178	23939	1061	121	0.00	6	5	2	4	2
May	90	31926	867	186	0.00	6	4	6	6	5
June	107	87207	694	67	0.00	2	0	7	2	7
July	85	24536	690	109	280.90	2	3	7	3	7
August	51	15690	629	149	2.40	5	6	1	1	1
September										
October										
November										
December										
Totals	852	240046	5711	1091	295.4	30	27	24	24	24

Water Distribution													
2021	Main Breaks	Service Leaks	Curb Box Reset	Valve Repaired	Valve Replaced	Hydrant Replaced	Hydrant Repaired	Hydrant Flow	Hydrant Flush-Winterized	Hydrant Leaks	Hydrants out of Service	Misc. Service Calls	Concrete
January	8	9	9	3	3	7	6	0	329	0	0	83	3
February	10	8	7	0	0	2	1	0	368	0	0	101	11
March	6	13	5	9	7	7	1	0	510	0	0	157	19
April	10	14	12	1	5	9	1	0	439	0	0	128	7
May	6	9	13	1	1	9	1	22	0	0	0	90	14
June	10	14	11	1	8	9	1	31	0	0	0	107	20
July	0	3	6	1	1	7	5	13	0	0	0	85	5
August	4	14	11	5	1	9	3	23	0	0	0	51	24
September													
October													
November													
December													

4575 camera footage 268 laterals 157 manholes inspected

O&M Report

September 16, 2021

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NFWB September 20, 2021 Work Session Agenda Packet - Page 65



3. Analytical Services

3.1 Water Laboratory –Patrick Fama, updated 09/08/2021

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

- August samples have been collected & analyzed in-house for TOC, DOC & UV₂₅₄ on both finished and source water, all samples were in compliance.
- Monthly collection and reporting for the Distribution System were conducted (60 Samples for Free Chlorine, Turbidity, Phosphate, Fluoride, Standard Plate Count & Mf Coliform). One sample on 8/16 required follow up analysis. Those results were satisfactory. The remainder of the samples were within reporting limits.
- . Samples were sent out in August for Principal Organic Contaminant's analysis, all results were within compliance.
- August quarterly sampling for Trihalomethanes and Haloacetic Acids was conducted, and all samples were within range. These samples were analyzed inhouse.

2. In-house/DEC Monitoring

- All in-house monitoring for bacteriology and water chemistry have been within normal limits.
- The monthly SPDES sample collected from the freeze thaw bed was within normal limits.
- Samples analyzed for 2021: 10,391.
- No water main breaks or community complaints were sampled in August.

3. Laboratory Concerns

- The laboratory Analyzed 44 Trihalomethanes and Haloacetic Acids samples for 17 Municipalities of Niagara County - The Laboratory also analyzed 9 samples for Total Organic Carbon and 9 required Wet chemistry analysis.
- The microbiology lab analyzed 16 samples from the Aquarium of Niagara's indoor and outdoor pools as well as three samples from the Village of Lewiston. All results were reported to the representative contacts.
- Revenue created to date is \$23,611.50.

3.2 Wastewater Laboratory - Brian Eldridge 9/15/2021

1. The data for August's State Pollutant Discharge Elimination System (SPDES) report is currently being compiled with no anticipated violations.
2. Third quarter WET testing has been completed and results should be delivered in September.



4. Customers & Compliance

4.1. Meter Shop – Bob Reid Updated 9/14/21

MONTH:	WORK ORDERS	STOPPED METERS	Registers Replaced	SCRAPPED METERS	INDUSTRIAL METERS READ	RESIDENTIAL METERS READ
JANUARY	115	0	12	0	0	7191
FEBRUARY	91	2	9	0	0	5264
MARCH	125	1	7	0	565	5473
APRIL	90	0	4	0	0	7191
MAY	101	3	6	0	0	5260
JUNE	108	3	8	0	565	5453
JULY	110	4	4	0	0	7191
AUGUST	93	0	7	0	0	5253
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
TOTAL	843	14	57	0	1130	41015

METER READINGS:

DISTRICT 3	B.REID	M.MACRI	V.Virtuoso	J.PAUL	F.DERUBEIS	TOTAL
8/2/21	673	848				1521
8/3/21	1541	1285				2826
8/5/21	529	342				1398
8/6/21					35	35
TOTAL	2743	2475			35	5253

Shop read 5253 residential meters for the month..



4.2. Industrial Monitoring / Enforcement – Joel Paradise updated 9/14/2021

Hauled Waste Program – The Hauled waste moratorium imposed on August 16th, 2017 is still in effect. All indications are that this program will not be reinstated.

Investigations/Enforcement – All inspections have been conducted and Notices of Violation have been issued as required.

SIU Updates:

1. All SIU (Significant Industrial User) whose discharge permits nearing expiration in the next several months have been sent their renewal applications for our review and eventual reissuance of their NFWB wastewater discharge permit. This is an ongoing and continuing process.
The Cross Connection Inspectors work of conducting his inspections as a function of building sales, monitoring the annual tests results of all back flow prevention devices, along with updating our database and filing/archiving the hard copies has been progressing on schedule.
2. SIU discharge permits are being continually updated using the most recent data generated by Steve Stewart to verify / adjust discharge limits.
3. The RFP for the Local Limits re-evaluation will be released in early 2021. Work on the RFP document commenced in 2019 but its release was delayed due to the need for technical assistance in preparing the RFP itself and the workload of several of the consultants believed to be likely proposers, and subsequently has been further delayed by disruptions resulting from the COVID-19 pandemic. The RFP will be released in early 2021 and barring the cost of the study exceeding available funds, a local limits evaluation will be completed in 2021.
4. The Industrial Pretreatment Program's submission of the Annual IPP Report to the EPA with a copy to the DEC was mailed out on schedule on January 26th, 2021. It was acknowledged as received by both parties. We have not received a response as of 6/7/2021. **UPDATE:** On Monday July 11, 2021 we received the EPA with comments. Those comments will be addressed.
5. A proposal was received on 3/8/2021 to add a low volume non-hazardous waste stream to SIU permit #76, Chemours Company FC LLC, Necco Park (Necco Park). Necco Park submitted the sampling of the waste stream to us as requested. Those results indicated a relatively innocuous non-hazardous waste stream that nothing in the results would preclude us from accepting the addition of the stream to SIU permit #76. A verification sample was collected on 4/21/2021 by the IPP group for our evaluation. Those results mirrored Chemours results. They must now submit a discharge permit modification request along with the \$250.00 fee to review such a request. (continued)
6. The process of archiving the Industrial Pretreatment Program files, which is done every 2 years, began the week of 4/5/2021 and was completed the week of 5/3/2021. Arrangements are being made to have them stored at the WTP.
7. Second quarter SIU quarterly reports due on May 31, 2021 have all been received. They are being logged, reviewed, checked for discharge permit compliance and passed on to Steve Stewart to update the MAIL/RAIL tables.



Industrial Monitoring / Enforcement 9/14/2021 (continued)

8. On Friday, June 4, 2021, Rob Locey from the DEC called to report that the DEC has begun an investigation of odor issues emanating from Cascades. The Water Board shared our experiences with compliance issues and conducted our inspection of the facility regarding the odor issues on Monday, June 7, 2021. Rob will keep us apprised of the situation.
9. Tuesday, June 8, 2021- the quarterly BHC sampling was successfully conducted without incident.
10. Regarding Cascades, the Water Board and DEC have held several meetings with Cascades concerning the progress of their WWTP. They have been made amply clear that it is imperative that they get the treatment plant operating as designed as soon as possible. The process of getting the treatment plant operating as designed is multifaceted requiring many individual process changes. Cascades has been required to give the Water Board daily detailed progress reports each Friday and analysis of their discharge to the Water Board daily. We are closely monitoring the progress and we have also been at their site daily. We are in constant contact with Cascades and receive weekly updates each Friday. On Saturday 11/2021 the reactor was shutdown to affect an internal repair. If the repairs go as planned, it will go a long way toward getting their WWTP functioning as designed and back in compliance with their discharge permit. We are in the process of drafting an Order on Consent with advice being solicited from the DEC and EPA.
11. The quarterly mercury sampling in the collection system was completed as required on Monday, 7/11/2021.

5. Support Services

5.1. Safety – AFI Environmental (Pat Ackerman) 9/15/2021

- Performed PIT/Forklift training
- Created Workplace Violence training PowerPoint with WNYCOSH
- Scheduled and performed Workplace Violence training at the WTP and WWTP
- Reviewed Proj 9 - MLP Safety Plan. Provided comments to plan.
- Performed safety inspections for Sediment Basin
 - Corrected scaffold non-compliance
- Started drafting Sexual Harassment training which will be conducted in October.

6. Technical Services – Doug Williamson, updated 9/14/2021

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

The NFWB provided the DHSES a Schedule Extension Request letter for HMGP Project No.4204-0003, Phase II WWTP Protective Measures contract 68, based on the revised scope of work, on April 12th in order to proceed and possibly extend the grant for an additional 24 months.

We received a letter from FEMA on August 17th denying the extension request. A conference call was held with DHSES and GHD on August 23rd regarding an appeal of FEMA's denial letter.



2. **LaSalle SSO Abatement Program and Consent Order (R9-20080528-32):**

In August, we continued discussions regarding potential revisions to the LaSalle consent order. The final **Sanitary Sewer System Management Plan Year 12 Progress Evaluation** engineering report was submitted to the NYSDEC on September 11th, 2020 and continues to be reviewed.

A letter was provided to the NYSDEC on July 14th to summarize recent NFWB activities to address issues in the sewer system and lessen the likelihood sanitary sewer overflow (SSO) events in the LaSalle area during wet weather events. We are planning on revising the current LaSalle consent order for years 12 - 18 and eliminate the remaining work items within the schedule that have a negligible impact on I & I. We are hoping to receive a second NYSDEC Engineering Planning grant of \$100,000 that was submitted on 7/30/21 for new Sanitary Sewer Evaluation Surveys in LaSalle and the engineering report. We were currently planning on beginning this work starting in August of 2021. We are also hoping to receive the NYSDEC WQIP grant of \$885,000 that was submitted on 7/30/21 for the construction improvements recommended by this engineering report.

3. **NYSDEC Consent Order (R9-20170906-129) WWTP Phase I and II Projects:**

In August, we continued to support CPL and the design consultants on the WWTP Phase I and II projects. Monthly design and construction progress meetings were held for ongoing projects.

Project 1 Sedimentation Basins and Scum Collection System Modification - construction at sedimentation basin no.5 is ongoing.

Project 2 GPS Rehabilitation is ongoing.

Project 3 Screenings and Grit Transport Equipment Improvements – progress meeting no.7 was held on August 31st. Construction is ongoing.

Project 5 Electrical System Improvements bid opening was held on August 26th. There were no bidders.

Project 7 Replacement of Critical Heating & Ventilation Equipment – HVAC and Electrical construction will not commence until next year.

Project 9 Interior Piping Improvements pre-construction meeting was held on August 5th.

Project 11 Exterior Piping Improvements pre-construction meeting was held on August 5th.

4. **NYSDEC WWTP SPDES Permit NY0026336 and Consent Order (R9-20170906-129)**

Items:

In August, we continued to address the WWTP SPDES Permit NY0026336 and Consent Order (R9-20170906-129) items.

The WWTP chlorine dioxide study was approved by the NYSDEC and AECOM's pilot operations and testing has been ongoing during August of 2021.

A response letter was sent to the NYSDEC on August 27th to their Request for Additional Sampling received on March 25th to collect 10 effluent samples of normal discharge conditions and treatment operations.



5. **WWTP and Chemical Bulk Storage Tanks:**

We received a second Notice of Violation from the NYSDEC for the WWTP Chemical Bulk Storage (CBS) Program on November 5th. The corrective actions were provided to the Region 9 office on December 7th. Updates on the progress were provided to the NYSDEC on January 21st and March 31st.

In July, we have been continuing with the corrective actions.

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

In August, we continued to work with GHD on the design report. A progress meeting was held on August 17th.

7. **Town of Niagara Sewer Flow Monitoring**

In August, Town of Niagara sewer flow totals and graphs were developed for NFWB discussions. The Fall of 2021 Town of Niagara sewer flow monitoring (4-week period) is currently scheduled for September 13th to October 11th, 2021.

8. **Stormwater Management**

The WNYSC did not meet in August.

9. **Engineering Support**

In August, the engineering department continued to provide engineering and GIS support to NFWB departments, engineering consultants and developers as needed.

10. **Capital Improvement Projects:**

In August, the **5 Year Capital Improvement Plan** and projects continued to be evaluated, updated and reviewed as needed with NFWB staff. The 2022 engineering budget was completed.

Water Projects

In August, CPL continued design work and has been trying to obtain record drawings from City Engineering for the Whitney Avenue and 77th Street watermain replacement projects.

The Project No.18435 Bollier Avenue Completion Certificate was provided to EFC on August 25th.

Sewer Projects

In August, we submitted a Final Requisition and Project Completion forms along with the proof of payment to EFC for Engineering Planning Grant #93794.



WTP Projects

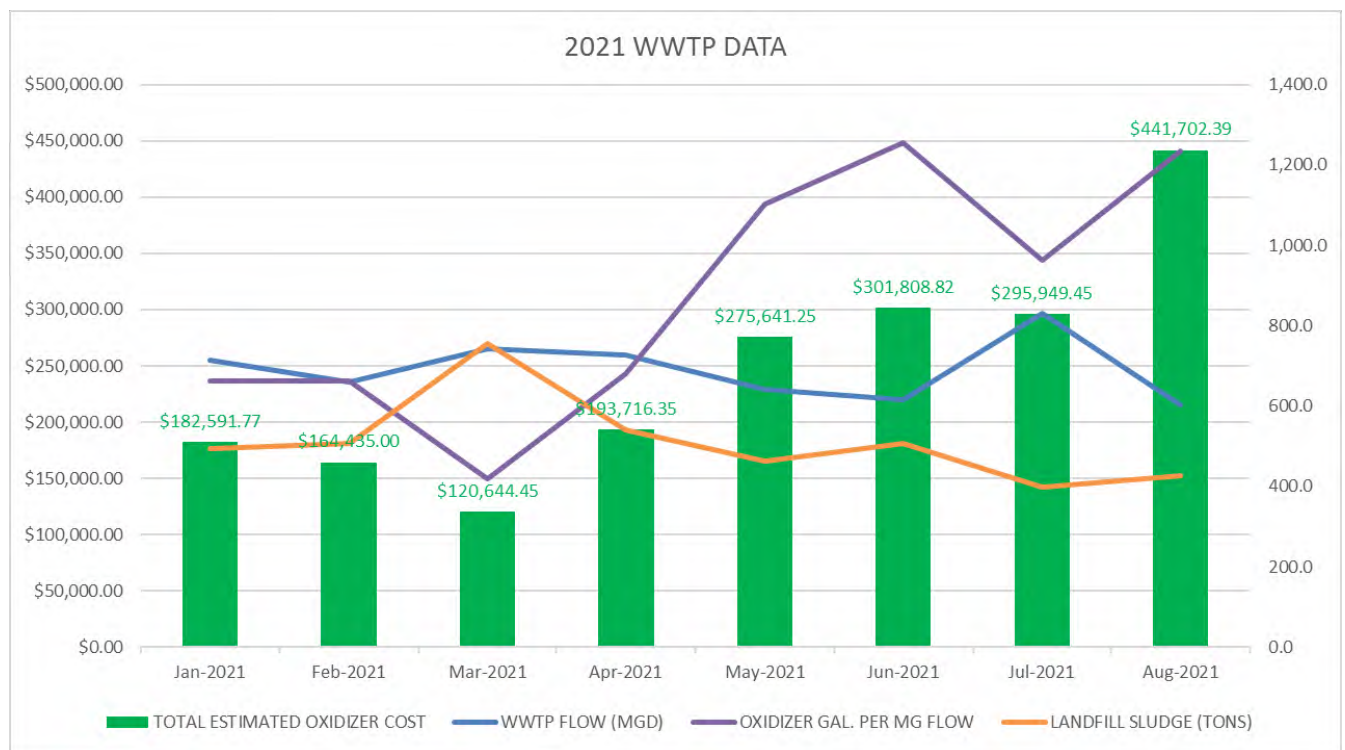
In August, a WTP RFP for HVAC Improvements was developed to replace (5) make-up air units and (2) AC units.

In August, we worked on a WTP SPDES Permit RFI received from the NYSDEC on June 28th. Completed Form NY-2C and Mixing Zone Inspections that are due by September 30th.

In August, we worked with CPL to develop concepts for the WTP conference room expansion project.

WWTP Projects

In August, the WWTP Intermediate Pumps and Check Valve upgrades scope of work was developed and provided as a potential WWTP Phase II grant project.





2021 OXIDIZER BUDGET

BUDGET = \$2,050,000.00 for year

COST = \$1,976,489.47 to date

% USED = 96.41% to date

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

COST = \$8,133.70 per day avg. \$282,355.64 per month avg.

22.8 Flow (MGD) 243 total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS THROUGH PUT (%)	FERRIC CHLORIDE (TONS)	LIME (TONS)
Jan-2021	714.9	0	461,790	663	\$182,591.77	494.8	88.2	40.7	66.8
Feb-2021	660.8	0	415,870	664	\$164,435.00	507.8	62.0	37.0	42.7
Mar-2021	742.1	0	305,120	419	\$120,644.45	756.2	102.7	40.1	81.9
Apr-2021	726.4	0	489,925	682	\$193,716.35	540.3	94.4	41.8	78.9
May-2021	640.6	0	697,120	1102	\$275,641.25	463.4	125.2	42.2	69.8
Jun-2021	616.1	0	763,300	1256	\$301,808.82	508.3	134.8	39.4	65.4
Jul-2021	831.1	6,020	707,480	964	\$295,949.45	399.2	114.6	46.6	51.7
Aug-2021	604.1	0	739,870	1236	\$441,702.39	426.6	110.1	40.2	90.6
Sep-2021									
Oct-2021									
Nov-2021									
Dec-2021									
TOTALS	5,536.0	6,020	4,580,475	873	\$1,976,489.47	4,096.5	98.2	327.9	547.8

Low value for year

High value for year

2020 Oxidizer Figures for Comparison:

2020 OXIDIZER BUDGET

BUDGET = \$2,050,000.00 for year

COST = \$2,886,037.18 to date

% USED = 140.78% to date

BUDGET = \$5,601.09 per day avg. \$170,833.33 per month avg.

COST = \$7,885.35 per day avg. \$240,503.10 per month avg.

24.1 Flow (MGD) 366 total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS THROUGH PUT (%)	FERRIC CHLORIDE (TONS)	LIME (TONS)
Jan-2020	996.3	0	362,710	387	\$164,307.63	608.7	99.5	51.4	106.1
Feb-2020	790.4	0	351,310	447	\$159,143.43	613.6	99.1	45.1	105.3
Mar-2020	940.5	0	580,170	623	\$262,817.01	573.4	92.2	52.9	80.8
Apr-2020	862.6	0	408,380	477	\$184,402.71	508.0	106.9	51.7	90.2
May-2020	798.2	0	445,470	566	\$203,175.03	395.5	106.8	49.1	76.2
Jun-2020	638.4	0	470,810	748	\$213,276.93	503.2	113.2	43.9	102.6
Jul-2020	640.1	0	588,800	923	\$266,726.40	389.3	92.8	40.9	88.3
Aug-2020	604.9	0	693,873	1159	\$314,324.47	441.7	86.9	43.8	101.3
Sep-2020	567.8	0	513,800	921	\$232,751.40	432.9	131.9	39.0	76.8
Oct-2020	630.9	0	671,750	1074	\$304,302.75	462.7	94.0	45.0	92.5
Nov-2020	581.7	0	600,560	1102	\$272,053.68	626.0	100.0	37.0	111.2
Dec-2020	765.1	0	681,580	922	\$308,755.74	595.4	76.2	40.5	106.6
TOTALS	8,816.8	0	6,369,213	779	\$2,886,037.18	6,150.5	97.7	540.1	1,137.9

Low value for year

High value for year



7. SECURITY REPORT—Bill Wright 9/15/2021

No WWTP security incidents were reported in May; the guards continue to screen contractors and visitors regarding COVID-19 and to restrict plant access. Coordination of work and truck deliveries during anticipated paving of Buffalo Avenue is being addressed. The road should be completed soon.

8. INFORMATION TECHNOLOGY (I.T.) 9/15/2021

VMware Environment – Joe - No issues to report.

New World Cloud – Joe - No issues to report, New World has been up since we went live without any incidents.

Exchange Office 365 – Joe - No issues to report.

Network WTP – Dino - All systems up.

Network WWTP – Dino - All systems up. began working on finalizing the network front end, internet/firewall component's and having a NW assessment performed once completed.

Network Gorge – Dino - All systems up.

Network – Wi-Fi – Dino - We will be adding Wi-Fi to both plants in the form of a secured production and secured Guest Wi-Fi network. Utilizing plant blueprints, we will install the APs in the most optimal locations to maximize Wi-Fi coverage. We will be restricting usage to only allow work related devices access and will setup a guest network for vendors and contractors, this will begin after we fully complete **Network WWTP**.

Network Security – Dino/Joe – All systems secured, no incidents to report.

GPS – Joe – No issues to report.

Security Camera's – Bill-Carl-Clayton-Joe – Please refer to Bill/Clayton/Carl for additional information as cameras are located at WWTP.

Lucity 2018 – Carl - Software Upgrade 2021 – Will schedule and work with Lucity support to upgrade from version 2018 to build 2021.



MINUTES
Meeting of the Niagara Falls Water Board
July 26, 2021 at 5:00 p.m.
5815 Buffalo Avenue
Niagara Falls, NY 14304

1. Preliminary Matters

Chairman Forster called the meeting to order at 5:00 p.m.

a. Attendance:

Asklar (Board Member/Chairman of Finance/Member Exec. Staff Review Cmte.) arrived at 5:06 p.m.

Forster (Chairman) P

Kimble (Board Member) P

Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/Chairwoman Exec. Staff Review Cmte.) arrived at 5:03 p.m.

Leffler (Board Member/Member Exec. Staff Review Cmte.) P

b. Comments from Chairman Forster

Chairman Forster discussed the three major rain events that Niagara Falls experienced in the recent weeks, that effected many residents in the City of Niagara Falls. Niagara County declared a state of emergency and some staff members worked 26-28 hours of overtime to ensure the rate payers received the assistance they needed. The Chairman took this opportunity to thank the outside crews for their dedication and to express his appreciation for the patience the rate payers showed during this stressful and unpredictable time. Chairman Forster requested a Dr. Zehraoui prepare a letter of commendation for the outside crew members that should be placed in their personnel files. Chairman Forster also noted that the WWTP experienced no overflows during these rain events, and also maintained good levels of chlorination.

c. Letters and Communications

There were no letters and communications to discuss currently.

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

MaryBeth Abramson (1846 Niagara Ave.)

Ms. Abramson thanked Michael Eagler and his crew for their assistance. The crews responded quickly and arrived at her residence with the NFWB camera truck to address her sewer main concerns. Ms. Abramson requested that all Niagara Falls residents receive a memo with their future water bills, outlining appropriate items to flush and not to flush, in order to try and eliminate the flooding she is experiencing. Ms. Abramson stated that her sump pump has burned out due to all the debris. The NFWB vacuum truck has been requested in that area make sure the sewers are clear.

Joseph Caprino (916 Van Rensselaer Ave.)

Mr. Caprino stated that the recent rain events and a backed-up sewer drain in the front of his house caused approximately four feet of water in his basement. He lost a number of belongings in his newly refinished basement. Mr. Caprino explained he was told the sewer line running through his property is old. Seeking recommendations from the Board on what to do in the future.

Joan Lee (3365 D St.)

Ms. Lee states she experienced damages during a flood in 2013 as well as during the recent rain events. Ms. Lee is on a fixed income and is unable to repair the damages in her basement due to the recent wet weather events.

Monica Faix (2713 Linwood Ave.)

Ms. Faix states this property has been in her family for 100 years and has experienced flooding in the last 10 years. Ms. Faix states she would like to see the board seek funds (American Rescue Fund) in order to be able to repair the necessary infrastructure.

Chairman Forster thanked the rate payers for taking the time to express their wants/needs/concerns. Chairman Forster states in 2018 the NFWB purchased a camera truck in order to be able to inspect our piping. If the NFWB receives a complaint regarding a backup, the necessary crews can camera those specific lines as soon as the complaint is received. The NFWB has also invested approximately \$42 million in the WWTP since July 29, 2017. The NFWB is currently seeking federal funds to replace/re-build the WWTP, while remaining aware of the on-going issues taking place at both plants. Chairman Forster would like to add information to our website to serve as a reference to rate payers regarding steps to take to help avoid backups.

e. Approval of Minutes

i. June 17, 2021

Motion by Board Member Larkin and seconded by Board Member Kimble to approve the June 17, 2021 meeting minutes.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

ii. June 28, 2021

Motion by Board Member Larkin and seconded by Board Member Leffler to approve the June 17, 2021 meeting minutes.

Asklar __Y__ Forster __Y__ Kimble __abstain__ Larkin __Y__ Leffler __Y__

Motion carried, 4-0, with one abstention.

2. Executive Director – Dr. Abderrahman Zehraoui

- a. WWTP Project Budget Tracker (CPL)**
- b. WWTP Construction Schedule Tracker (CPL)**
- c. Financial Award Summary (CPL)**
- d. Federal Infrastructure Campaign Memorandum**
- e. Entrance Gate Updates**

Dr. Zehraoui provided the board members with an update regarding the entrance gates at both the WTP and the WWTP.

3. Superintendent – William Wright

- a. Manhole Leak Inspection Project**
- b. Non-Revenue Water Update**
- c. Meter Shop Schedule Information**
- d. Information on Average Number of Non-Readable Meters**

Mr. Wright noted that there are an average of 10-15 non-readable meters per month, but this varies depending on the area of the City being read.

4. Engineering – Douglas Williamson

- a. LaSalle Consent Order Update
- b. WWTP FEMA Project Status Update

Mr. Williamson had nothing new to report at this time.

5. Personnel Items – John Accardo

- a. July 26, 2021 Personnel Actions Sheet

Motion by Board Member Larkin and seconded by Board Member Asklar to approve the July 26, 2021 personnel actions sheet.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

Mr. Accardo states he will be contacting Civil Service to receive an update on upcoming Civil Service exams.

6. Information Technology (IT) – Dr. Abderrahman Zehraoui

Dr. Zehraoui had nothing new to report at this time.

7. Finance – Brian Majchrowicz

- a. Audit Update
 - i. Auditors Report Special Meeting 5:30 p.m. August 9
- b. Revenue Budget Performance Report through June 30
- c. Sewer Fund Expense Budget Performance Report through June 30
- d. Water Fund Expense Budget Performance Report through June 30
- e. Board Fund Expense Budget Performance Report through June 30
- f. June 2021 Budget Amendment Report
- g. Bank Balance Report – Bank on Buffalo and Key Bank
- h. Wilmington Trust Balances
- i. Treasury Investment Bank Balances
- j. June 2021 Capital Payments

Mr. Majchrowicz states the auditors will be present at the special meeting being held on August 9, 2021. The financial department is currently working on the 2022 budget.

Board Member Kimble states she is upset with the untimely audit, the auditors agreed to a schedule set forth in the RFP. Seeks direction from General Counsel regarding a possible

breach of contract. Mr. Costello states that he cannot speak for the auditors regarding all reasons for the delay but that the auditors did not receive all the necessary information in a timely fashion at the beginning of the process which resulted in delays. Ms. Kimble does not feel that the Water Board should pay the auditors and does not wish to attend a special meeting in August for the auditors' report.

Ms. Larkin is requesting a way for the NFWB to simplify the billing process. Ms. Larkin states she has been notified that some local businesses are receiving their water bill on the 21st of the month, when the bill is due on the 20th of the month. Ms. Larkin would like to see all rate payers receive their water bills timely, allowing them to have a reasonable amount of time to submit their payment.

8. Questions Regarding May 2021 Operations and Maintenance Report

No questions were asked regarding the O&M report at this time.

9. Safety – John Accardo

Mr. Accardo states that Pat Ackerman has received the NFWB's current evacuation plan for his review.

Mr. Accardo states that currently, the NFWB does not have an intercom system at the WTP or the WWTP. He discussed with the Board the results of a safety audit; many items are housekeeping issues. Board Member Asklar suggested labeling fire doors so that it is clear which ones need to be kept closed.

10. General Counsel and Secretary – Sean Costello

a. July 20 Storm Costs

Mr. Costello states the City of Niagara Falls is currently coordinating a package to seek reimbursement of costs if state or federal disaster funds are made available based on the County's declaration of a state of emergency. The Water Board's costs for July 20, 2021 were approximately \$24,000.

b. WWTP Chemical Supply

Mr. Costello discussed the results of an emergency bid for sodium hypochlorite through December 31, the price per gallon is increasing about \$0.20 per gallon, or about \$500,000 in additional cost this year. There were no bids for hydrogen peroxide. Approval of the emergency bid is requested through a walk-on resolution.

11. Resolutions

2021-07-001 – CHANGE ORDER 1 AND FINAL FOR BOLLIER AVENUE 10 INCH WATER MAIN REPLACEMENT PROJECT

a. Change Order Memorandum

Motion by Board Member Larkin and seconded by Board Member Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

2021-07-002 – AUTHORIZING REPLACEMENT OF DEFECTIVE FIBER CABLING AT WWTP

a. Ferguson Fiber Cable Replacement Proposal

Motion by Board Member Kimble and seconded by Board Member Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

2021-07-003 – 2021-2022 CLARK PATTERSON LEE PROFESSIONAL SERVICES EXTENSION AND FEDERAL INFRASTRUCTURE ACT PROJECT

a. CPL Proposal dated June 21, 2021

Motion to amend the resolution to delete the words “in 2022” in the last resolved paragraph by Board Member Kimble and seconded by Board Member Larkin.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

Motion by Board Member Larkin and seconded by Board Member Asklar to approve the resolution as amended.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2021-07-004 – NYS WATER QUALITY IMPROVEMENT PROJECT GRANT
APPLICATION FOR LASALLE SEWER REHABILITATION PROJECT AND SEQR
REVIEW OF PROPOSED PROJECT**

a. WQIP Project Description

Motion by Board Member Kimble and seconded by Board Member Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2021-07-005 – ENGINEERING PLANNING GRANT APPLICATION AND SEQR
REVIEW FOR LASALLE SANITARY SEWER EVALUATION SURVEY PROJECT**

a. LaSalle SSES EPG Application Project Information

Motion by Board Member Kimble and seconded by Board Member Larkin to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2021-07-006 – AUTHORIZING LEASE OF FIVE VEHICLES AND DISPOSAL OF FIVE
VEHICLES THROUGH ENTERPRISE**

Motion by Board Member Larkin and seconded by Chairman Forster to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2021-07-007 – AUTHORIZING SETTLEMENT OF PROPERTY-DAMAGE CLAIM
WITH NATIONAL FUEL**

Motion by Board Member Leffler and seconded by Board Member Kimble to approve

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2021-07-008 – AWARD BID FOR INTERIOR CAULKING AT WATER TREATMENT
PLANT**

a. Bid Tabulation

Motion by Board Member Asklar and seconded by Board Member Kimble to approve

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2021-07-009 – AWARD BID FOR 21-INCH COMBINED SEWER REPAIR PROJECT
ON 400 BLOCK OF SEVENTH STREET**

a. Award Recommendation and Bid Tabulation

Motion by Board Member Kimble and seconded by Board Member Larkin to approve

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

WALK-ON RESOLUTION

2021-07-010 – AWARD BID FOR ALTERNATE SUPPLY OF SODIUM HYPOCHLORITE

Motion to wave to agenda deadline and walk-on resolution 2021-07-010 by Board Member Larkin and seconded by Board Member Leffler.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

Motion by Board Member Larkin and seconded by Board Member Asklar to approve.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

12. Additional Comments from Chairman Forster

13. Unfinished/Old Business

a. 18th Street Slip Line

- Walk-through completed from Whitney Ave. to Ontario Ave. with City Engineering – discussed at board meeting held on 5/24/21.
- City Engineering is hand-drawing certain utilities, design not complete as of July 19.

b. Roof Study

- Study is complete. Dave Jaros from CPL will now be the point person – discussed at work session held on 7/12/21.

c. Beech Ave. Water Tower

- Jay Meyers explains some modeling work is needed along with finalizing ideas for an ideal location (possibly Buffalo Ave.)
- Beech Ave. is not an ideal location due to the need for a pump station.
- Cost to complete the study – approximately \$9,800 – discussed at board meeting held on 5/24/21.
- Per Jay Meyers, as of July 19, project is 95% complete, final details to be discussed with NFWB.

d. Caulking Project WTP

- Exterior caulking of the WTP was completed in 2020.
- Interior caulking of the WTP is now needed
- Mr. Costello was tasked to solicit bids – requesting CPL to prepare the specifications.
- - discussed at board meeting held on 5/24/21.
- Anticipated resolution to award bid for this project at the July 26th board meeting – discussed at work session held on 7/19/21.

e. 56th Street Water Tower

- CPL was tasked to explore ways to improve the functionality and eliminate the need for WTP operators to have to drain the water lower levels on a daily basis in order to recirculate the water; due to the lack of a recirculating pump and valve at the bottom of the tank - discussed at board meeting held on 5/24/21.

f. Lift Station Roofs

- Mr. Costello has been in contact with the maintenance department regarding the work that is needed; would prefer to keep the work in-house if possible - discussed at board meeting held on 5/24/21.
- Mike Eagler met with Jay Meyers on 6/22/2021 to explore the possibility of installing roof trusses on flat roofs – discussed at board meeting held on 6/28/21.
- CPL has provided assistance with design/material selection for adding peaked roof to 81st and Frontier, NFWB will hire Carpenters from hall to assist, discussed July 19.

g. Chlorine System

- Adding a booster pump to the raw water chlorine feed would prevent loss of chlorine feed during a low-pressure scenario (i.e. Goodyear break).
- Will also provide backup to chlorine dosage during backflow testing/repairs
- CPL has done design, waiting for DOH approval of submittals, as discussed July 19.

h. Emergency Backup Generators

- In need of repair – multiple issues with transfer gear and controls.
- 1 unit has been determined to need radiator parts/replacements.
 - Radiator repair approx. \$40,000.
- Work continues with Zenith – determined TS-2 and TS-3 need cleaning and lubrication, which involves removing power and running a separate generator to make the necessary repair.
- Quotes have been received for auto switching main plant power feeds to lessen the risks involved with a generator failure (unknown).
- Joe Argona provided a proposal from Milton-Cat (dated 4/19/21) for the installation of the auto-transfer scheme and relay upgrade for the (2) main incoming feeders for the WTP – discussed at board meeting held on 6/28/21.
- Working to plan a plant shutdown to clean electrical contacts and other preventative maintenance work on electrical system.

i. WTP Roofing

- Area over front main entrance vestibule is leaking – creating issues with drywall mold and cracking.
- Area over filter gallery with floating foam pieces – no leaks detected. Nearby roof drains have been cleaned to help with the issue - discussed at board meeting held on 5/24/21.
- Joe Argona provided a quote from Milton-Cat (dated 6/25/2019) for the radiator (estimated amount \$41,626.25).
- In the case of malfunction with the back-up generators – this would be the alternative route.
- A purchase order for \$8,750.00 has been submitted to Brad Farris from Tremco – work will be scheduled shortly – discussed at work session held on 7/19/21.

j. Interior Lighting

- High lift room has been updated by Ferguson Electric.
- Low lift room to be completed next – will likely be completed by Ferguson Electric due to the safety concerns of completing the work in-house.
- - discussed at board meeting held on 5/24/21.
- Replacement fixtures installed in accessible areas of low lift were not as bright as desired, a new light was ordered to test out in the building – discussed July 19.

k. HVAC Rooftop & Make Up Air

- Outdated units – need replacements – 4 out of the 5 units are inoperable.

- Still in need of additional units – the pandemic has brought this to the forefront, as makeup air is potentially regulated in certain environments as well as air filtration ratings.
- Joe Argona to provide pricing – discussed at board meeting held on 6/28/21.
- June 30, 2021 Quote for MUAUs totals \$263,222
- July 19 – D. Williamson and J. Meyers tasked with preparing bid specifications for this project.

l. PACL System Upgrades

- Need SCADA professionals to finish updating our program to match the 4 PACL pumps so that all 4 pumps can be utilized with SCADA control.

m. Bulk Chemical Storage Liners

- PACL liners complete – contractor has concerns about Fluoride toxicity. Maintenance department to follow up.
- - discussed at board meeting held on 5/24/21.
- Joe Argona states he is waiting on the Canadian boarders to re-open in order to receive servicing on the fluoride tank. Also, waiting on a response from the DOH regarding regulations for not dosing during the time of servicing – discussed at board meeting held on 6/28/21.

q. Board Member Asklar will have oversight on remodeling of the WWTP employee break room, shower area and bathrooms - discussed at board meeting held on 5/24/21.

- Board Member Asklar states he would like to meet with Dr. Zehraoui prior to their weekly finance meetings to further discuss – discussed at board meeting held on 6/28/21.
- Administration building bathrooms have been repainted; new vanities and mirrors will be installed; budget line for ordering these is needed as discussed at July 19 work session.

14. New Business & Additional Items for Discussion

- a. WTP Freeze-Thaw Bed Cleanouts - Freeze Thaw beds were designed with a maximum plant flow of 20 MGD, which we are now exceeding. The resulting amounts of solids have become more expensive and more difficult to have removed, and we frequently have to switch beds sooner than planned in order to maintain our SPDES permitted water quality.**

- b. Carbon Silo needs repair and painting before it becomes unstable and needs demolishing.
 - i. Polymer and Carbon capabilities could be reinstated to improve plant capability.
 - ii. Joe Argona to get budgetary quote for painting silo.
- c. WTP Rapid Mix System Upgrade - We are only able to have one of our two rapid mixers connected to the emergency generator circuit. This requires us to have an electrician manually switch the circuits in order for operations to change over the rapid mixer for scheduled maintenance.
- d. Painting of Sedimentation plates and many various areas throughout the interior and exterior of the plant. Filter walls are peeling.
- e. WTP Chemical Offload Area Coating Replacement.
 - i. Quotes obtained, NYS Industrial Coating price is \$29,750, Niagara Coatings \$29,250.
- f. Repairs to WTP Rear Perimeter Fence.
 - i. Quotes obtained, Fox Fence with barbed wire option is \$21,611.29, Davidson \$23,480.

15. Executive Session (if needed)

16. Adjournment of Meeting

Motion by Board Member Kimble and seconded by Board Member Larkin to adjourn the meeting at 6:29 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
August 9, 2021 at 5:30 p.m.
5815 Buffalo Avenue
Niagara Falls, NY 14304

1. Preliminary Matters

Chairman Forster called the meeting to order at 5:30 p.m.

a. Attendance:

Asklar (Board Member/Chairman of Finance/Member Exec. Staff Review Cmte.) **P**

Forster (Chairman) **P**

Kimble (Board Member) **absent**

Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/
Chairwoman Exec. Staff Review Cmte.) **P**

Leffler (Board Member/Member Exec. Staff Review Cmte.) **P**

2. 2020 Annual Audit

a. Presentation by Bonadio & Co., LLP (Randy Shepard, CPA, and Erica Proctor, CPA)

Bonadio & Co., LLP reviewed their audit of the Board's 2020 financial statements. The audit resulted in a "clean" opinion. They also examined the NFWB's compliance with its own investment policies and applicable laws and regulations related to investments for the year ended December 31, 2020. Mr. Shepard discussed the statements, the auditors' report to the Board, and reviewed the findings regarding internal control set forth in the management letter, including various recommendations.

b. RESOLUTION 2021-08-001, Approving and Accepting Independent Audit and Investment Reports

Motion by Board Member Larkin and seconded by Board Member Leffler to approve and accept the independent audit and investment reports.

Asklar __Y__ Forster __Y__ Kimble __absent__ Larkin __Y__ Leffler __Y__

Motion carried, 4-0.

3. August 9, 2021 Personnel Actions Sheet

Motion by Board Member Leffler and seconded by Board Member Asklar to approve the August 9, 2021 personnel actions sheet.

Asklar __Y__ Forster __Y__ Kimble __absent__ Larkin __Y__ Leffler __Y__

Motion carried, 4-0.

4. Adjournment of Meeting

Motion by Board Member Leffler and seconded by Board Member Larkin to adjourn the meeting at 6:26 p.m.

Asklar __Y__ Forster __Y__ Kimble __absent__ Larkin __Y__ Leffler __Y__

Motion carried, 4-0.

**GENERATOR PREVENTATIVE MAINTENANCE SERVICE AGREEMENT
WITH KINSLEY POWER SYSTEMS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has installed seven Kohler brand generators to provide emergency backup power at its lift stations and has one Kohler generator for emergency backup power at its wastewater treatment plant; and

WHEREAS, these Kohler generators require annual preventative maintenance to ensure their reliable performance and extend their service life; and

WHEREAS, Kinsley Power Systems, the authorized Kohler distributor and original equipment installer, has submitted a June 22, 2021 proposal for a three-year preventative maintenance agreement which protects the Water Board from the possibility of cost increases during the term of the agreement; and

WHEREAS, following the initial review of the Kinsley Power Systems proposal, the Water Board requested that its WWTP mechanics be consulted regarding whether they can perform the required preventative maintenance in-house, but after due consideration it has been determined that the Water Board’s mechanics do not have sufficient familiarity with diesel engines to perform the preventative maintenance;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to contract with Kinsley Power Systems to perform annual generator preventative maintenance consistent with the terms of Kinsley's June 22, 2021 proposal, with a yearly contract price of \$7,450 and a total three-year price of \$22,350.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Repair of Real Property: GA 8120.4900.0443.000 (For Lift Station Generators)
GA 8130.0200.0444.000 (For WWTP Generator)
Budget Lines Supplied by: M. Eagler (Lift Stations); R. Dunn (WWTP)
Available Funds for 2021 Confirmed by: B. Majchrowicz

On September 27, 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

Proposal



Quote Number	Project Name	Date
Q-21-2842	Niagara Falls Water Board	6/22/2021

From: Greg Frost 6200 East Molloy Road East Syracuse, NY 13057	Billing Info: Niagara Falls Water Board 5815 Buffalo Ave. Niagara Falls, NY 14304
Phone: 860.500.9924	Phone: 716.283.9770
Email: GFrost@kinsleypower.com	Contact: Mike Eagler
Cell: 860.500.9924	Email: meagler@nfwb.org

Summary

Kohler Generator: 80REZGC, SGM32LLK7 / Kohler ATS: KSS-AFTA-0200S, SGM32LDB9

Physical Address - Niagara Falls Water Board, **Lift Station #1**, 8018 Stephenson Ave, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$325.00, Level 1 Total Yearly Price: **\$325.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$535.00, Level 2 Total Yearly Price: **\$535.00**

Total Yearly Price: **\$860.00**

Kohler Generator: 30CCL, 22D7GMGM0002 / Kohler ATS: KEP-DCTA-0200S-MM, A334GMGL0274

Physical Address - Niagara Falls Water Board, **Lift Station #2**, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

Kohler Generator: 30CCL, 33D7GMGR0009 / Kohler ATS: KSS-AFNA-0600S, A333GMFP0398

Physical Address - Niagara Falls Water Board, **Lift Station #3**, 5815 Buffalo Ave, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

Kohler Generator: 60REZGB, SGM32LWGC / Kohler ATS: KSS-ACTA-0200S, SGM32LNFH

Physical Address - Niagara Falls Water Board, **Lift Station #4**, Luick Ave, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$325.00, Level 1 Total Yearly Price: **\$325.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$525.00, Level 2 Total Yearly Price: **\$525.00**

Total Yearly Price: **\$850.00**

Kohler Generator: 100REZGD, SGM32LLJZ / Kohler ATS: KSS-AMTA-0200S, SGM32LDBC

Physical Address - Niagara Falls Water Board, **Lift Station #6**, 8021 Frontier Ave, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$325.00, Level 1 Total Yearly Price: **\$325.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$565.00, Level 2 Total Yearly Price: **\$565.00**

Total Yearly Price: **\$890.00**

Proposal



Kohler Generator: 30CCL, 33D7GMGM0003 / Kohler ATS: KEP-DFTA-0100S-MM, A334GMGL0275

Physical Address - Niagara Falls Water Board, **Lift Station #7**, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

Kohler Generator: KG40, 33DGMG0006 / Kohler ATS: KEP-DCTA-100S-MM, A334GMGL0276

Physical Address - Niagara Falls Water Board, **Lift Station #8**, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$315.00, Level 1 Total Yearly Price: **\$315.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$515.00, Level 2 Total Yearly Price: **\$515.00**

Total Yearly Price: **\$830.00**

Kohler Generator: 400REOZJ, SGM32LK47 / Kohler ATS: KSS-AMTA-0600S/800S/KGP-DMTA_0600S, SGM32LN8H, SGM32NFNJ, SGM32LN8J

Physical Address - Niagara Falls Water Board, 1200 Buffalo Ave, Niagara Falls, NY, 14304

Level 1 Service - Qty Per Year: 1, Price Per Service: \$395.00, Level 1 Total Yearly Price: **\$395.00**

Level 2 Service - Qty Per Year: 1, Price Per Service: \$885.00, Level 2 Total Yearly Price: **\$885.00**

Additional ATS inspections - Qty Per Year: 2, Price Per Service: **\$125.00**, Total Yearly Price: **\$250.00**

Total Yearly Price: **\$1,530.00**

TOTAL YEARLY CONTRACT PRICE: \$7,450.00

TOTAL PRICE FOR 3 YEARS: \$22,350

Who will service your equipment?

Kinsley employs the largest number of EGSA certified technicians--over 40 technicians serving the northeast with collectively more experience and focus on generator repair and maintenance than any service company in the industry. In some cases, you may see the same technician at every service visit. Regardless, you will be treated respectfully, your equipment will be serviced expertly, and your property will be cared for with respect and attention to detail when we are on site.

CUSTOMER PREFERENCES: Circle below:

Do you require us to call ahead and schedule the maintenance work when it is due to be performed?	To exercise the generator under load or to service indoor mounted transfer switches, will someone be present to allow our technician to enter the building?	If generator is inoperable when we attempt to perform maintenance, do we have your permission to replace needed parts at time of service if no one is available to authorize the above repairs while on site? *	Is the generator drive up serviceable at grade level? *	Does the location have prevailing wage requirements? *
YES <> NO	YES <> NO	YES <> NO	YES <> NO	YES <> NO

*Price increase will apply

Proposal



How often will your unit(s) be serviced?

The most common plan selected (assuming backup/exercise hours only) is to get one Level 1 service and one Level 2 service each year (except for healthcare/life safety or other critical applications where more is required).

Please initial below, accepting the two services L1 and L2 for the months indicated. If you would like to change months simply line through and indicate new months for services. Keep in mind they need to be six months apart.

	<u>QUANTITY of Level 1 visits per year</u>	<u>QUANTITY of Level 2 visits per year</u>
	Qty: <u>1</u> _____ Initials	Qty: <u>1</u> _____ Initials
Preference of timing:	Month(s): <u>March</u> _____	Month(s): <u>Sept</u> _____

What's included:

Preventative Maintenance Performed	Generator or ATS?	Level 1 (Minor)	Level 2 (Major)
Check Lubricating oil, add as required	Generator	X	NA
Change Lubricating oil and oil filter	Generator	NA	<u>X</u>
Check radiator/cooling system (radiator, radiator cap, water pump, coolant hoses/clamps). Add coolant as required	Generator	X	X
Perform on site coolant analysis-test freeze point, nitrate levels, corrosion inhibitor levels	Generator	NA	<u>X</u>
Check air filter(s), hoses and crankcase breather	Generator	X	NA
Change air filter as needed	Generator	NA	<u>X</u>
Check fuel lines/hoses for leaks/pliability, inspect fuel vents for obstructions, check/clean fuel sediment bowl	Generator	X	X
Check fuel / water separator (if applicable)	Generator	X	NA
Replace fuel / water separator (if applicable)	Generator	NA	<u>X</u>
Check (and notate for diagnosis) warning lights illuminated, gauges/instrumentation function/faults	Generator & ATS	X	X
Check fan belts for excessive wear, inspect/adjust tension	Generator	X	X
Check governor belts for excessive wear, adjust tension if needed (if applicable)	Generator	X	X
Check battery charger, adjust if necessary	Generator	X	X
Replace spark plugs, points, distributor cap and ignition rotor (if applicable)	Generator	NA	<u>X</u>
Check battery capacity, clean battery and apply anti-corrosion treatment to terminal	Generator	X	X
Perform Generator, Generator End, ATS & Component functional and safety check	Generator & ATS	X	X

Proposal



Run Generator – under load when possible (customer authorization required)	Generator & ATS	X	X
Conduct Electrical Frequency Analysis and adjust if necessary	Generator	X	X

OFFER ACCEPTANCE

I hereby authorize Kinsley Power Systems, Inc. to use this form as a bona fide purchase order of the services quoted on Proposal Number Q-21-2842 which clearly establishes definite price and specifications of services ordered. The person signing is doing so according to the terms and conditions.

Proposed By:

Company: Kinsley Power Systems, Inc.

Signature: Greg Frost

Printed Name: Greg Frost

Title: AMS Sales Manager

Date: Tuesday, June 22, 2021

Accepted By:

Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Preventative Maintenance Agreement is entered into by Kinsley Power Systems, and the generator equipment owner as signed, for the purpose of maintaining their equipment in the best possible operating conditions in order to minimize the necessity of emergency service. This agreement does not relieve the owner of periodic checks and testing as outlined in the manufacturer's manuals. While preventative maintenance should result in maximum availability of generator equipment, Kinsley Power Systems, makes no warranties or guarantees as to equipment uptime and disclaims any responsibility for consequential damages. Services to be performed are specified herein, and constitute the extent of this agreement. The generator equipment owner will be furnished with an inspection report denoting conditions found and further service found to be required, if any.

No services, parts or materials are covered under this agreement unless specifically referred to herein, nor does this agreement include expenses to repair any damage resulting from abuse, accident, theft, acts of a third party, forces of nature or altering the equipment. Services requested but not covered under this agreement will be billed at normal rates for labor, travel, or parts.

CONTRACT: This agreement will be automatically renewed every year until canceled in writing with 30 days prior written notice by either party. Kinsley Power reserves the right to review the service contract pricing annually, using the Consumer Price Index as a guideline for any adjustments. It is mutually understood that this proposal sets forth our entire agreement.

PLEASE RETURN A SIGNED COPY OF THIS QUOTE TO US BY FAXING IT TO 860.392.0222

For any questions, please contact our aftermarket sales specialist, at ams@kinsleypower.com

Kinsley Power Systems General Terms and Conditions

1.0 Summary: These General Terms & Conditions are between Kinsley Group, Inc. d/b/a Kinsley Power Systems ("Kinsley") having a mailing address of 14 Connecticut South Drive, East Granby, CT 06026 (fax number 860-844-6136) and the person, company, firm or business entity purchasing equipment, renting equipment and/or obtaining products or services from Kinsley ("Customer", "You" or "Your"). The purpose of these General Terms & Conditions is to set forth the general terms and conditions that will apply to all services performed by Kinsley for the Customer and all product sold by Kinsley to the Customer. Specific terms and conditions on which such services and products will be provided may be set forth in separate agreements (written proposals, quotations, etc.) signed and agreed to by Kinsley (each hereinafter referred to as a "Related Agreement"). The provisions of these General Terms & Conditions shall be incorporated into each of these Related

Agreements and govern all the understandings and agreements between the parties unless otherwise expressly set forth in a Related Agreement. In the event of a specific conflict between the provisions of these General Terms & Conditions and the express provisions of any Related Agreement, the Related Agreement shall control, except for Section 3.0 below, "Limited Warranty Statement", which shall control over any Related Agreement, unless such Section 3.0 is specifically referenced and amended in writing and signed by authorized personnel of Kinsley. These General Terms and Conditions shall apply to each individual project, sale or transaction, provided that a default by Customer under the General Terms and Conditions or a Related Agreement with respect to one project, sale or transaction shall constitute a Customer default under all projects, sales and transactions with such Customer and its affiliates.

The Energy Solutions Company

14 Connecticut South Drive

East Granby, CT 06026

800.255.3503

www.kinsleypower.com

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Proposal



2.0 Finance Charges, Collection Costs, Expenses, and Other Remedies. All bills not paid within agreed-upon terms shall be assessed a late charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) on the unpaid balance until paid in full. In the event that Kinsley incurs collection expenses or brings any lawsuit, arbitration or other proceeding to collect amounts owed, Kinsley shall be entitled to recover the costs and expenses (including but not limited to its filing fees, witness fees and reasonable legal fees) incurred in collecting such amounts. Kinsley reserves the right, where permitted by law, to charge a two percent (2%) surcharge, processing fee, or convenience fee for all payments made by credit card.

2.1 Force Majeure. Kinsley shall not be liable in any way for any default or delay due to conditions or contingencies beyond its control, which prevents or interferes with Kinsley or its suppliers or subcontractors making delivery or performing services on the date specified, including but not limited to war, or restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival delay or failure to produce materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, acts of terrorism, accidents, weather conditions, floods, droughts and any other condition or contingency affecting Kinsley, its suppliers, or subcontractors; and Kinsley shall have the right to cancel a contract for services or cancel a contract of sale or to extend the shipping date in the event of one or more of such conditions or contingencies. In the event of delayed or extended shipping dates due to the above causes, and the Customer changes shipping instructions, any additional shipping charges shall be paid by the Customer as a part of the purchase price.

2.2 Third Party Vendors. Kinsley may from time to time refer the Customer to third party vendors for specific products or services. These vendors are not Kinsley's subcontractors, so it is the Customer's responsibility to select and negotiate the terms and conditions of the Customer's business with them. Kinsley will not be responsible for their products or services.

2.3 Taxes. In addition to all other amounts payable under this Agreement or under a Related Agreement, the Customer shall pay all United States and foreign sales, use, value added, and other taxes and duties, of whatever nature, federal, state, provincial or otherwise (herein "taxes"), which are levied or imposed by reason of these General Terms and Conditions or any of the services or products purchased from Kinsley. The Customer shall promptly pay Kinsley for any such Taxes paid by Kinsley on behalf of the Customer or which are required to be collected and paid by Kinsley. Kinsley may bill the Customer separately for such Taxes.

2.4 General: Any claims for shortages or deductions for erroneous charges must be made in writing within thirty (30) days after receipt of goods or services or shall be deemed waived.

All manufacturer's names, numbers, symbols and descriptions are used for reference purposes only, and it is not implied that any part listed is the product of these manufacturers.

All clerical errors on the part of Kinsley are subject to corrections.

Prices are subject to change without notice.

Unless otherwise stated, prices are FOB point of manufacture.

Delivery dates may be quoted by Kinsley. Such dates are estimates only and in no event shall such dates be construed as falling within the meaning of "time is of the essence".

When providing pricing for site services, Kinsley will adhere to prevailing wage requirements. Kinsley will make reasonable efforts to determine if prevailing wage rates are required, but the Customer has the burden and responsibility to communicate any prevailing wage requirements to Kinsley (or intermediate contractor). If Kinsley's failure to pay prevailing wages is reasonably attributable to Customer's failure to provide prevailing wage information to Kinsley, including but not limited to wage schedules or rate sheets associated with the work described in this Agreement, Kinsley may seek appropriate damages and restitution from Customer, and may amend the contract price to reflect increases in wages and fringe benefits paid to Kinsley employees to the extent that these increases are necessary to comply with federal, state or local prevailing wage laws.

2.5 No Hire Clause. During the term of any Related Agreement under which Kinsley is providing products or services, and for a period of one (1) year thereafter, neither the Customer nor its affiliates shall: (a) employ or hire, or engage as a consultant or subcontractor, any employee or subcontractor of Kinsley or any of its affiliates, (b) solicit any employee or subcontractor of Kinsley or any of its affiliates to become an employee of, or consultant or subcontractor to Customer or any of its affiliates, or (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions, Kinsley shall be entitled to be paid, on demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or contract with Kinsley or its affiliate. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this Section, would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such a breach.

2.6 Governing Law and Jurisdiction. These General Terms & Conditions and each Related Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply to these General Terms and Conditions and conditions of any Related Agreement. All suits under this agreement shall be brought and filed in the State of Connecticut.

2.7 Assignment and Transfer. Except as otherwise provided in any Related Agreement, these General Terms and Conditions and any Related Agreement may not be assigned or transferred by Customer, and shall be binding upon and for the benefit of Kinsley and the Customer, as well as the Customer's and Kinsley's respective legal representatives, successors and assigns.

2.8 Invalid Provisions. These General Terms and Conditions and any Related Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term, condition, or provision of these General Terms and Conditions or any Related Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, then such term, condition, or provision shall be curtailed and limited to the extent necessary to bring it within the legal requirements, and the remainder of these General Terms and Conditions, or Related Agreement, and the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.9 Entire Agreement, Modification. These General Terms and Conditions and any Related Agreements constitute the entire agreement between Kinsley and the Customer with respect to the subject matter thereof, superseding all previous communications and negotiations, whether written or oral. No modification of these General Terms and Conditions or any Related Agreement shall be binding unless it is in writing and executed by authorized representatives of Kinsley and the Customer.

2.10 Notices. Any written notice or other written communication to a party under these General Terms & Conditions or any Related Agreement shall be delivered personally, sent by fax, or sent by express carrier for next business day delivery evidenced by a receipt, or by United States registered or certified mail, freight or postage prepaid. Notices shall be sent to a party's address or fax number set forth at the beginning of the agreement or purchase order in which these General Terms and Conditions are incorporated or such other address or fax number as such party may specify in writing in accordance with these notice provisions.

2.11 Waiver of Failure to Act. No failure or delay by Kinsley in exercising any right or remedy under these General Terms and Conditions or a Related Agreement shall be deemed to be a waiver. The waiver by Kinsley in any respect of any right provided for in these General Terms and Conditions or any Related Agreement shall not be deemed a waiver of any further right hereunder.

2.12 Third Party Beneficiaries. These General Terms and Conditions and any Related Agreement shall not be deemed to create any rights in any third parties (excepting only Kinsley's affiliates), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

2.13 Affiliate. As used in these General Terms and Conditions or in any Related Agreement, an "affiliate" of a party means a third party that directly or indirectly

Proposal



(by the ownership of voting securities, contract or otherwise) controls, is controlled by, or is under the common control with, such party.

3.0 LIMITED WARRANTY STATEMENT Kinsley makes no express or implied warranties, including without limitation, implied warranties of merchantability and fitness for particular purpose, on equipment, parts or devices or any other goods or products sold or rented by Kinsley. The Customer's sole remedy is under the warranty of the manufacturer. At the Customer's request, Kinsley may furnish specific manufacturers' express limited warranty policies. The Customer accepts the goods or products sold "as is" and "with all faults" except only as provided by the warranty of the manufacturer of the goods or products sold.

Kinsley may provide technical information or advice to assist the Customer in the proper application and utilization of equipment or systems, in which case Kinsley disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose, or compliance with governmental regulations.

SOLE LIMITED WARRANTY BY KINSLEY. Kinsley warrants that for ninety (90) days beginning on the date of invoice, service labor by Kinsley technicians shall be free from material defects in workmanship. This warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized or performed by Kinsley, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Kinsley. This warranty does not cover replacement or repair of materials due to normal wear. Kinsley's responsibility is limited to repair or replacement at its designated facility, and the decision as to location of the repair work shall be made in the sole judgment of Kinsley.

IN NO EVENT SHALL KINSLEY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE OR PROFITS, FEES OR FINES), EVEN IF KINSLEY HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY.

Kinsley's cumulative liability for all losses and damages under these General Terms and Conditions or under any of the Related Agreements (including, without limitation, those arising out of contract, tort (including negligence), strict liability, warranty, or other theory of liability) shall not exceed (a) in the case of any services provided or to be provided by Kinsley, the amount of the fees paid by Customer for such services under the applicable Related Agreement, and (b) in the case of any products or devices provided or to be provided by Kinsley, the amount of Kinsley's labor services paid by Customer and associated with the product sale.

Kinsley makes no warranties beyond those stated in this warranty statement. Furthermore, no personnel of Kinsley are authorized to make warranties of any nature, orally or otherwise.

4.0 Indemnification. Customer shall save harmless, indemnify, and at Kinsley's option, defend Kinsley, and Kinsley's owners, directors, officers, agents, representatives, affiliates and successors and assigns, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of every kind and nature arising or growing out of or in any way connected with Kinsley's selling, repairing, evaluating, starting up, testing or maintaining equipment or other items or providing other services or products to or for the benefit of Customer or its affiliates, unless it is determined by a court of competent jurisdiction, after expiration of applicable appeal rights, that such matters were directly caused by Kinsley's gross negligence or willful misconduct.

5.0 Waiver of Subrogation. Customer and all parties claiming to be related to customer hereby agree to release and discharge Kinsley from all claims and/or liabilities arising from or caused by any casualty or hazard which may arise out of or in connection with activities associated with Kinsley's work on equipment or premises at the request or direction of Customer except as specifically stated herein, and Customer agrees to waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver as may be required by Customers' insurance policies.

HEAVY EQUIPMENT FOR OUTSIDE MAINTENANCE

WHEREAS, the Niagara Falls Water Board (“Water Board”) has been progressing with a long-term plan to reduce outside contractor expenses by performing large repairs to its collection and distribution network using in-house forces; and

WHEREAS, the outside crews currently are limited in the size and depth of the jobs they are able to perform by the size of the two backhoe/loaders that it uses for excavation; and

WHEREAS, Water Board staff have developed a plan to trade in its two used backhoe loaders and to purchase two larger excavators and the necessary trailers, in order to facilitate performing larger jobs; and

WHEREAS, the proposed procurements all are from competitively bid contracts from which the Water Board is authorized to purchase pursuant to General Municipal Law § 103(16), commonly referred to as the “piggybacking” law; and

WHEREAS, the Water Board will dispose of its existing backhoe/loaders by trading them in to offset the procurement of the new heavy equipment;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute the documents required to complete the following transactions:

1. Procurement of first 2021 John Deere 75G for heavy excavation:
 - a. The Water Board will procure a 2021 John Deere 75G mid-sized excavator with Extended Warranty under Sourcewell Contract 032119-JDC (adopted by NYS OGS Contract No. PC69403) for a price of \$103,979.13.
 - i. The Water Board will dispose of its New Holland B95B backhoe/loader for a trade allowance of \$8,000.
 - ii. The Water Board will dispose of its John Deere 310SK backhoe/loader for a trade allowance of \$37,000.
 - b. The net price of the 2021 John Deere 75G after the total trade in allowance of \$45,000 will be \$59,019.13.
 - c. The Water Board will complete the procurement by leasing the 2021 John Deere 75G for 60 months for \$12,582.01 annually (payments totaling \$62,910.05), with the option to purchase the 2021 John Deere 75G for \$1.00 at the end of the lease term.

* CONTINUED ON NEXT PAGE *

2. Procurement of second 2021 John Deere 75G for heavy excavation:
 - a. The Water Board will procure a second 2021 John Deere 75G mid-sized excavator with Extended Warranty under Sourcewell Contract 032119-JDC (adopted by NYS OGS Contract No. PC69403) for a price of \$102,981.41.
 - i. The Water Board will dispose of its 2018 John Deere 410L backhoe/loader for a trade in allowance of \$50,000.
 - b. The net price of the second 2021 John Deere 75G after the total trade in allowance of \$50,000 will be \$53,021.41
 - c. The Water Board will complete the procurement by leasing the second 2021 John Deere 75G for 60 months for \$11,303.36 annually (payments totaling \$56,516.80), with the option to purchase the second 2021 John Deere 75G for \$1.00 at the end of the lease term.
3. Procurement of 2021 John Deere 333G to maintain loading and grading capabilities:
 - a. The Water Board will procure a 2021 John Deere 333G Compact Track Loader under Sourcewell Contract 032119-JDC (adopted by NYS OGS Contract No. PC69403) for \$96,697.53.
 - b. The Water Board will complete the procurement by leasing the 2021 John Deere 333G for 60 months at \$20,813.93 annually (payments totaling \$96,697.53), with the option to purchase the 2021 John Deere 333G for \$1.00 at the end of the lease term.
4. Procurement of two 2021 Trail King TK24LP Tilt Trailers to Transport New Excavators
 - a. The Water Board will procure two 2021 Trail King TK24LP Tilt Trailers under Sourcewell Contract 121918-TKI for \$28,384.52 each, for a total price of \$56,769.04.

* CONTINUED ON NEXT PAGE *

AND IT IS FURTHER RESOLVED, that the net cost of this upgrade to the capacity of the Water Board to complete large and/or deep repairs, including financing and less trade-in allowances, shall not exceed \$279,896.42, to be paid pursuant to the financing terms outlined above.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Item: C-3 Fleet Replacement
Available Funds for 2021 Confirmed by: B. Majchrowicz

On September 27, 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

Quote Id: 24962181

Prepared For:
NIAGARA FALLS WATER BOARD



Prepared By: **PATRICK MCMAHON**

Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170

Tel: 716-662-2191

Fax: 716-662-1038

Email: pmcmahon@fivestarequipment.com



Quote Id: 24962181

30 July 2021

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Estimated delivery date:

FOB:

**Quote is subject to machine availability and managers approval.

PATRICK MCMAHON
716-662-2191
Five Star Equipment, Inc.

Quote Summary

Prepared For:

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304
Business: 716-283-9770

Prepared By:

PATRICK MCMAHON
Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170
Phone: 716-662-2191
pmcmahon@fivestarequipment.com

Quote Id: 24962181
Created On: 30 July 2021
Last Modified On: 15 September 2021
Expiration Date: 18 August 2021

Equipment Summary	Selling Price	Qty	Extended
2021 JOHN DEERE 75G EXCAVATOR~ NYSOGS- PC69403; Sourcewell Contract- 032119-JDC - 1FF075GXCMJ017792 John Deere Extended Warranty- Powertrain and Hydraulic, 3000Total Hours or 36Total Months, \$ 0.00 Deductible	\$ 103,979.13 X	1 =	\$ 103,979.13
	\$ 0.00 X	1 =	\$ 0.00

Equipment Total **\$ 103,979.13**

Trade In Summary	Qty	Each	Extended
NEW HOLLAND B95B PayOff Total Trade Allowance	1	\$ 8,000.00	\$ 8,000.00 \$ 0.00 \$ 8,000.00
JOHN DEERE 310SK LOADER BACKHOE PayOff Total Trade Allowance	1	\$ 37,000.00	\$ 37,000.00 \$ 0.00 \$ 37,000.00

Trade In Total **\$ 45,000.00**

Quote Summary

Equipment Total	\$ 103,979.13
Trade In	\$ (45,000.00)
Doc Fee	\$ 0.00
UCC Filing Fee	\$ 40.00
SubTotal	\$ 59,019.13
Total	\$ 59,019.13
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,019.13

Selling Equipment



Quote Id: 24962181

Customer: NIAGARA FALLS WATER BOARD

2021 JOHN DEERE 75G EXCAVATOR~ NYSOGS- PC69403; Sourcewell Contract- 032119-JDC - 1FF075GXCMJ017792

Hours: 0
Stock Number: 00017822

				Selling Price
				\$ 103,979.13
Code	Description	Qty	Unit	Extended
0091FF	2021 JOHN DEERE 75G EXC W/AUX HYD	1	\$ 132,948.00	\$ 132,948.00
Standard Options - Per Unit				
3265	CRAWLER RUBBER PAD-450MM 18"	1	\$ 0.00	\$ 0.00
7060	6'11" (2.12M) ARM W/BKT CYL	1	\$ 6,791.00	\$ 6,791.00
Standard Options Total				\$ 6,791.00
Dealer Attachments				
	TAG 24" Digging Bucket w/ TK Teeth	1	\$ 1,500.37	\$ 1,500.37
00062825	TAG 36" Ditching Bucket w/ BOE	1	\$ 1,788.66	\$ 1,788.66
ML50	TAG Hydraulic Multi-Pin Coupler w/ Install	1	\$ 5,615.87	\$ 5,615.87
DPIN25	Dead Pin Set	1	\$ 241.28	\$ 241.28
Dealer Attachments Total				\$ 9,146.18
Service Agreements				
	John Deere Extended Warranty -	1	\$ 0.00	\$ 0.00
Service Agreements Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,300.00	\$ 1,300.00
	Setup	1	\$ 1,305.21	\$ 1,305.21
	34% Sourcewell Discount off List	1	\$ -47,511.26	\$ -47,511.26
Other Charges Total				\$ -44,906.05
Suggested Price				\$ 103,979.13
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 103,979.13

Trade In



Quote Id: 24962181

Customer: NIAGARA FALLS WATER BOARD

NEW HOLLAND B95B

Machine Details

Description	Net Trade Value
NEW HOLLAND B95B	\$ 8,000.00
Your Trade In Description	
Total	\$ 8,000.00

JOHN DEERE 310SK LOADER BACKHOE

Machine Details

Description	Net Trade Value
JOHN DEERE 310SK LOADER BACKHOE	\$ 37,000.00
Stock Number :	
Your Trade In Description	
Additional Options	
Hour Meter Reading	6527
PayOff	\$ 0.00
Total	\$ 37,000.00



Extended Warranty Proposal

2021 JOHN DEERE 75G EXCAVATOR~ NYSOGS- PC69403; Sourcewell Contract-032119-JDC

Date : September 15, 2021

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Commercial	Deductible	\$ 0.00
Equipment Type	75G EXCAVATOR	Coverage	Powertrain and Hydraulic	List	\$ 0.00
Model	75G EXCAVATOR	Total Months	36		
Country		Total Hours	3000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Finance Options

Valid through August 18, 2021
Created On July 30, 2021

New 2021 JOHN DEERE 75G EXCAVATOR~ NYSOGS-PC69403; Sourcewell Contract- 032119-JDC

Serial # 1FF075GXCMJ017792

Selling Price	\$ 103,979.13
Add'l Advanced Payment	---
Trade-Ins	-\$ 45,000.00
Net Selling Price	\$ 58,979.13
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	\$ 40.00
Total Lease Amount	\$ 59,019.13
Purchase Option	\$ 1.00

Lease Offer

Term in Months	60
Annual Hrs	500
Cost/Hour	\$ 25.16

\$ 12,582.01
Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Finance Options

Valid through August 18, 2021
Created On July 30, 2021

New 2021 JOHN DEERE 75G EXCAVATOR~ NYSOGS- PC69403; Sourcewell Contract- 032119-JDC

Serial # 1FF075GXCMJ017792

	Lease
Term in Months	60
Annual Hrs for Term	500
Cost/Hour	\$ 25.16
Payment	\$ 12,582.01 Annual
Selling Price	\$ 103,979.13
Add'l Advanced Payment	---
Trade-Ins	-\$ 45,000.00
Net Selling Price	\$ 58,979.13
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	\$ 40.00
Total Lease Amount	\$ 59,019.13
Purchase Option	\$ 1.00
Total Payments	\$ 62,910.05

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Day in and day out, John Deere is behind you.

At John Deere Financial, we're focused on listening to you and understanding what is most important to you. We respect that you prefer working with a company you can count on to meet your changing needs, and who provides easy access to flexible financing throughout the good and tough times. We don't just provide construction equipment financing; we build long-term relationships through trust.

We're dedicated to delivering superior value while providing you with the construction equipment you need and the financing solutions you appreciate. So, whether you need a lease or installment loan to acquire construction equipment you can count on John Deere to deliver. You'll also find our financing programs easy to understand, convenient, and customizable to your particular situation.

Parts, Service and Rental Financing

Put it on PowerPlan™

We're dedicated to providing you with flexible financing options that fit your bottom line, and with a PowerPlan account, you'll have more flexibility than ever before!

PowerPlan is a commercial line of credit that gives you instant purchasing power for parts, service, equipment rental, and more. With a PowerPlan account, you can pay your balance in full each month, without any interest charges. You can also choose to make convenient monthly payments at a competitive interest rate when you need to conserve cash flow.

PowerPlan is a great, flexible way to minimize downtime and improve your cash flow. And, it's just one of the many ways we are dedicated to you and your success.

Quote Id: 25049566

Prepared For:
NIAGARA FALLS WATER BOARD



Prepared By: **PATRICK MCMAHON**

Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170

Tel: 716-662-2191

Fax: 716-662-1038

Email: pmcmahon@fivestarequipment.com



Quote Id: 25049566

13 August 2021

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Estimated delivery date:

FOB:

**Quote is subject to machine availability and managers approval.

PATRICK MCMAHON
716-662-2191
Five Star Equipment, Inc.

Quote Summary

Prepared For:

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304
Business: 716-283-9770

Prepared By:

PATRICK MCMAHON
Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170
Phone: 716-662-2191
pmcmahon@fivestarequipment.com

Quote Id: 25049566
Created On: 13 August 2021
Last Modified On: 03 September 2021
Expiration Date: 31 August 2021

Equipment Summary	Selling Price	Qty	Extended
2021 JOHN DEERE 75G EXCAVATOR~ NYS OGS-PC69403; Sourcewell Contract-032119-JDC - 033567	\$ 102,981.41 X	1 =	\$ 102,981.41
John Deere Extended Warranty- Powertrain and Hydraulic, 3000Total Hours or 36Total Months, \$ 0.00 Deductible	\$ 0.00 X	1 =	\$ 0.00

Equipment Total **\$ 102,981.41**

Trade In Summary	Qty	Each	Extended
2018 JOHN DEERE 410L LOADER BACKHOE	1	\$ 50,000.00	\$ 50,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 50,000.00

Trade In Total **\$ 50,000.00**

Quote Summary

Equipment Total	\$ 102,981.41
Trade In	\$ (50,000.00)
Doc Fee	\$ 0.00
UCC Filing Fee	\$ 40.00
SubTotal	\$ 53,021.41
Total	\$ 53,021.41
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 53,021.41

Selling Equipment


Quote Id: 25049566

Customer: NIAGARA FALLS WATER BOARD

2021 JOHN DEERE 75G EXCAVATOR~ NYS OGS- PC69403; Sourcewell Contract- 032119-JDC - 033567

Hours: 0
Stock Number: C016001

				Selling Price
				\$ 102,981.41
Code	Description	Qty	Unit	Extended
0091FF	2021 JOHN DEERE 75G EXC W/AUX HYD	1	\$ 132,948.00	\$ 132,948.00
Standard Options - Per Unit				
3265	CRAWLER RUBBER PAD-450MM 18"	1	\$ 0.00	\$ 0.00
7060	6'11" (2.12M) ARM W/BKT CYL	1	\$ 6,791.00	\$ 6,791.00
Standard Options Total				\$ 6,791.00
Dealer Attachments				
ML50	TAG HYDRAULIC MULTI PIN COUPLER	1	\$ 5,443.51	\$ 5,443.51
2449X2	TAG 24" DIGGING BUCKET	1	\$ 1,025.25	\$ 1,025.25
	TAG 36" DIGGING BUCKET	1	\$ 1,433.17	\$ 1,433.17
	DEAD PINS	1	\$ 246.52	\$ 246.52
Dealer Attachments Total				\$ 8,148.45
Service Agreements				
	John Deere Extended Warranty -	1	\$ 0.00	\$ 0.00
Service Agreements Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,300.00	\$ 1,300.00
	Setup	1	\$ 1,305.21	\$ 1,305.21
	34% Sourcewell Discount off List	1	\$ -47,511.25	\$ -47,511.25
Other Charges Total				\$ -44,906.04
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 102,981.41

Trade In

**Quote Id:** 25049566**Customer:** NIAGARA FALLS WATER BOARD

2018 JOHN DEERE 410L LOADER BACKHOE

Machine Details

Description	Net Trade Value
2018 JOHN DEERE 410L LOADER BACKHOE	\$ 50,000.00

Your Trade In Description

Additional Options

Hour Meter Reading	3632
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Total	\$ 50,000.00
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**Extended Warranty Proposal****2021 JOHN DEERE 75G EXCAVATOR~ NYS OGS- PC69403; Sourcewell Contract-032119-JDC****Date :** September 13, 2021

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Governmental	Deductible	\$ 0.00
Equipment Type	75G EXCAVATOR	Coverage	Powertrain and Hydraulic	List	\$ 0.00
Model	75G EXCAVATOR	Total Months	36		
Country		Total Hours	3000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Finance Options

Valid through August 31, 2021
Created On August 13, 2021

New 2021 JOHN DEERE 75G EXCAVATOR~ NYS OGS-PC69403; Sourcewell Contract- 032119-JDC

Serial # 033567

Selling Price	\$ 102,981.41
Add'l Advanced Payment	---
Trade-Ins	-\$ 50,000.00
Net Selling Price	\$ 52,981.41
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	\$ 40.00
Total Lease Amount	\$ 53,021.41
Purchase Option	\$ 1.00

Lease Offer

Term in Months	60
Annual Hrs	0
Cost/Hour	\$ 0.00

\$ 11,303.36
Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Finance Options

Valid through August 31, 2021
Created On August 13, 2021

New 2021 JOHN DEERE 75G EXCAVATOR~ NYS OGS- PC69403; Sourcewell Contract- 032119-JDC

Serial # 033567

	Lease
Term in Months	60
Annual Hrs for Term	0
Cost/Hour	\$ 0.00
Payment	\$ 11,303.36 Annual
Selling Price	\$ 102,981.41
Add'l Advanced Payment	---
Trade-Ins	-\$ 50,000.00
Net Selling Price	\$ 52,981.41
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	\$ 40.00
Total Lease Amount	\$ 53,021.41
Purchase Option	\$ 1.00
Total Payments	\$ 56,516.80

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



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Parts, Service and Rental Financing

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PowerPlan is a great, flexible way to minimize downtime and improve your cash flow. And, it's just one of the many ways we are dedicated to you and your success.

Quote Id: 24962219

Prepared For:
NIAGARA FALLS WATER BOARD



Prepared By: **PATRICK MCMAHON**

Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170

Tel: 716-662-2191

Fax: 716-662-1038

Email: pmcmahon@fivestarequipment.com



Quote Id: 24962219

30 July 2021

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Estimated delivery date:

FOB:

**Quote is subject to machine availability and managers approval.

PATRICK MCMAHON
716-662-2191
Five Star Equipment, Inc.



Quote Summary**Prepared For:**

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304
Business: 716-283-9770

Prepared By:

PATRICK MCMAHON
Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170
Phone: 716-662-2191
pmcmahon@fivestarequipment.com

Quote Id: 24962219
Created On: 30 July 2021
Last Modified On: 15 September 2021
Expiration Date: 18 August 2021

Equipment Summary	Selling Price	Qty	Extended
2021 JOHN DEERE 333G COMPACT TRACK LOADER~ NYS OGS- PC69403; Sourcewell Discount- 032119-JDC - 510694	\$ 96,657.53 X	1 =	\$ 96,657.53

Equipment Total	\$ 96,657.53
------------------------	---------------------

Quote Summary

Equipment Total	\$ 96,657.53
Doc Fee	\$ 0.00
UCC Filing Fee	\$ 40.00
SubTotal	\$ 96,697.53
Total	\$ 96,697.53
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 96,697.53

Selling Equipment


Quote Id: 24962219

Customer: NIAGARA FALLS WATER BOARD

2021 JOHN DEERE 333G COMPACT TRACK LOADER~ NYS OGS- PC69403; Sourcewell Discount- 032119-JDC - 510694

Hours: 0
Stock Number: C015379

				Selling Price
				\$ 96,657.53
Code	Description	Qty	Unit	Extended
0BF2T	2021 JOHN DEERE 333G COMPACT TRACK LDR BASE	1	\$ 95,657.00	\$ 95,657.00
Standard Options - Per Unit				
170C	JDLINK 4G ULTMT W 5 YRS SERV	1	\$ 1,777.00	\$ 1,777.00
0770	2SP HIFL SLEV RC CB/AC PQT	1	\$ 4,589.00	\$ 4,589.00
0953	ISO SWITCHABLE CTLS & JS PPK	1	\$ 1,058.00	\$ 1,058.00
1501	ENGLISH OP MAN & DECALS	1	\$ 0.00	\$ 0.00
2650	WIDE ZIG-ZAG MULTI BAR TRKS	1	\$ 205.00	\$ 205.00
4003	3" SEAT BELT W/2"SHLDR STRAP	1	\$ 271.00	\$ 271.00
6006	AIR RIDE SEAT (CLOTH W HEAT)	1	\$ 639.00	\$ 639.00
8042	REAR VIEW CAMERA	1	\$ 869.00	\$ 869.00
8050	COLD START PACKAGE 110 VOLT	1	\$ 310.00	\$ 310.00
8310	3 SET COUNTERWEIGHT	1	\$ 1,148.00	\$ 1,148.00
8370	LOUVER REAR GRILLE, HVY DUTY	1	\$ 497.00	\$ 497.00
8380	FOOTREST WITH FLOORMAT	1	\$ 147.00	\$ 147.00
8500	ONBOARD GRADE INDICATION	1	\$ 1,534.00	\$ 1,534.00
9062	84" HD CONST BKT W/ EDGE	1	\$ 1,739.00	\$ 1,739.00
Standard Options Total				\$ 14,783.00
Dealer Attachments				
	Bradco 18" Rock Saw	1	\$ 20,988.43	\$ 20,988.43
Dealer Attachments Total				\$ 20,988.43
Other Charges				
	32% Sourcewell Discount off List	1	\$ 35,340.80	\$ 35,340.80
Other Charges Total				\$ 35,340.80
Suggested Price				\$ 166,769.23
Customer Discounts				
Customer Discounts Total			\$ -70,111.70	\$ -70,111.70
Total Selling Price				\$ 96,657.53



Finance Options

Valid through August 18, 2021
Created On July 30, 2021

New 2021 JOHN DEERE 333G COMPACT TRACK LOADER~ NYS OGS- PC69403; Sourcewell Discount- 032119-JDC

Serial # 510694

Selling Price	\$ 96,657.53
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 96,657.53
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	\$ 40.00
Total Lease Amount	\$ 96,697.53
Purchase Option	\$ 1.00

Lease Offer

Term in Months	60
Annual Hrs	0
Cost/Hour	\$ 0.00

\$ 20,813.93
Annual

Quote does not include sales tax. Quote may or may not include property tax. Insurance, warranty, and fees quoted with this offer are included in the Cost/Hour calculation.

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Finance Options

Valid through August 18, 2021
Created On July 30, 2021

New 2021 JOHN DEERE 333G COMPACT TRACK LOADER~ NYS OGS- PC69403; Sourcewell Discount- 032119-JDC Serial # 510694

	Lease
Term in Months	60
Annual Hrs for Term	0
Cost/Hour	\$ 0.00
Payment	\$ 20,813.93 Annual
Selling Price	\$ 96,657.53
Add'l Advanced Payment	---
Trade-Ins	---
Net Selling Price	\$ 96,657.53
Physical Damage Insurance	---
Preventive Maintenance	---
Extended Warranty	---
Filing / Origination Fees	\$ 40.00
Total Lease Amount	\$ 96,697.53
Purchase Option	\$ 1.00
Total Payments	\$ 104,069.65

Subject to approval by John Deere Financial. Taxes, freight, setup, and delivery charges, and optional charges for other services may or may not be included and could change the lease payment. Lease payments are in advance unless otherwise noted in the quote above and may vary based upon the end of lease term purchase option price. Not available for Consumer use. Available only at participating dealers.



Day in and day out, John Deere is behind you.

At John Deere Financial, we're focused on listening to you and understanding what is most important to you. We respect that you prefer working with a company you can count on to meet your changing needs, and who provides easy access to flexible financing throughout the good and tough times. We don't just provide construction equipment financing; we build long-term relationships through trust.

We're dedicated to delivering superior value while providing you with the construction equipment you need and the financing solutions you appreciate. So, whether you need a lease or installment loan to acquire construction equipment you can count on John Deere to deliver. You'll also find our financing programs easy to understand, convenient, and customizable to your particular situation.

Parts, Service and Rental Financing

Put it on PowerPlan™

We're dedicated to providing you with flexible financing options that fit your bottom line, and with a PowerPlan account, you'll have more flexibility than ever before!

PowerPlan is a commercial line of credit that gives you instant purchasing power for parts, service, equipment rental, and more. With a PowerPlan account, you can pay your balance in full each month, without any interest charges. You can also choose to make convenient monthly payments at a competitive interest rate when you need to conserve cash flow.

PowerPlan is a great, flexible way to minimize downtime and improve your cash flow. And, it's just one of the many ways we are dedicated to you and your success.

Quote Id: 24988109

Prepared For:
NIAGARA FALLS WATER BOARD



Prepared By: **PATRICK MCMAHON**

Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170

Tel: 716-662-2191

Fax: 716-662-1038

Email: pmcmahon@fivestarequipment.com



Quote Id: 24988109

04 August 2021

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Estimated delivery date:

FOB:

**Quote is subject to machine availability and managers approval.

PATRICK MCMAHON
716-662-2191
Five Star Equipment, Inc.



Quote Summary**Prepared For:**

NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304
Business: 716-283-9770

Prepared By:

PATRICK MCMAHON
Five Star Equipment, Inc.
284 Ellicott Road
West Falls, NY 14170
Phone: 716-662-2191
pmcmahon@fivestarequipment.com

Quote Id: 24988109
Created On: 04 August 2021
Last Modified On: 04 August 2021
Expiration Date: 31 August 2021

Equipment Summary

2021 TRAIL KING TK24LP 24,000
LBS Tilt Trailer~ Sourcewell
Contract- 121918-TKI

Selling Price	Qty	Extended
\$ 28,384.52 X	1 =	\$ 28,384.52

Equipment Total**\$ 28,384.52**

Quote Summary

Equipment Total	\$ 28,384.52
Doc Fee	\$ 0.00
UCC Filing Fee	\$ 0.00
SubTotal	\$ 28,384.52
Total	\$ 28,384.52
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,384.52

Selling Equipment



Quote Id: 24988109

Customer: NIAGARA FALLS WATER BOARD

2021 TRAIL KING TK24LP 24,000 LBS Tilt Trailer~ Sourcewell Contract-121918-TKI

Hours: 0

Stock Number:

Code	Description	Qty
TKT24LP	TRAIL KING TKT24LP TILT TRAILER	1
Standard Options - Per Unit		
0824	Black w. White Decals	1
10059	No Spare Wheel	1
11343	Manual Deck Lock	1
11352	H9700 Spring Suspension	1
13096	6 Pair D-Ring Tie Downs	1
13098	28' Overall Deck	1
13103	12K HD Jack w. Spring Foot	1
13914	Standard Pintle Plate	1
14482	5' Tongue Pintle Eye, w/ Adjustable Coupler	1
14487	Safety Chains with Hooks	1
14488	Lockable	1
14490	34" Loaded Deck Height	1
14493	4" Safety Headboard	1
14494	One Hyd. Cushioning Cylinder	1
14496	Floor Plate on Fold Down Approach Plate	1
14498	12,000LB Capacity Axles	1
14501	49" Axle Spacing	1
14503	Grote Electrical System w/ LED Lights	1
14505	3rd Tail Light Option	1
14506	7 Pole RV Style Electrical Plug	1
14507	Mudflaps	1
14508	Registration Holder	1
15733	Air Brakes 4S2M	1
15797	10" Deck Manufactured I-Beam	1
15802	7" Mill Channel Outer Rail	1
15802	1-1/2" Oak Raised Decking	1

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-09-003

**AUTHORIZING EXTENSION OF BID
FOR SEWER LINE CHEMICAL ROOT CONTROL**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is responsible for maintaining an extensive network of sewer mains in the City of Niagara Falls; and

WHEREAS, the intrusion of roots into sewer mains can cause structural damage to sewer mains and also block or reduce flow, cause overflows, or reduce hydraulic capacity (leading to a loss of self-scouring velocities); and

WHEREAS, to combat roots in its sewer mains, the Water Board performs camera inspections of its system and makes targeted application of approved root-control chemicals into its sewer mains; and

WHEREAS, with the assistance of City of Niagara Falls Purchasing, in 2018 Water Board staff developed specifications for the application of DEC approved root control chemicals to Water Board sewer mains under Bid No. W2018-04; and

WHEREAS, the successful bidder in 2018 was Municipal Sales, Inc.; and

WHEREAS, the root control bid authorizes the extension of the bid for up to a total of four additional years, with the mutual consent of the Water Board and the successful bidder; and

WHEREAS, Duke’s Root Control, Inc., having acquired Municipal Sales, Inc., and as its assignee and successor, has agreed to a one-year bid extension for work to be performed in 2021; and

WHEREAS, Water Board staff recommend that the Board authorize a one-year extension of the bid for chemical root control as in the best interests of the Water Board;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby consents to a one-year extension of Chemical Root Control Bid No. W2018-04, and authorizes staff to procure chemical root control services from Duke's Root Control, Inc., up to the \$40,000 sum budgeted for such services.

Water Board Personnel Responsible for Implementation of this Resolution:
Superintendent

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
8120.4900.0419.004, Agricultural/Botanical
Budget Line Supplied by: M. Eagler
Available Funds Confirmed by: B. Majchrowicz

On September 27, 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

AWARD BID FOR PRIMARY TREATMENT POLYMER

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) requires the use of various chemicals in the process of treating wastewater; and

WHEREAS, one such chemical which must be purchased for use at the WWTP is a primary treatment polymer; and

WHEREAS, with the assistance of City of Niagara Falls Purchasing, Water Board staff developed specifications for the required primary treatment polymer under Bid No. W2021-01; and

WHEREAS, there was a tie for lowest bid per pound between the bid submitted by Slack Chemical Company, Inc., and the bid submitted by Solenis, LLC; and

WHEREAS, the current WWTP supplier is Slack Chemical Company, its polymer has proven to perform effectively, and awarding to Slack will be most efficient inasmuch as dosing and performance characteristics are known to WWTP operations;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby awards the bid for primary treatment polymer to Slack Chemical Company, Inc., for a price of \$1.44 per pound.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Budget Line: GA-0419.016
Budget Line Supplied by: R. Dunn
Available Funds Confirmed by: B. Majchrowicz

On September 27, 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



TO: The Board

FROM: Dr. Abderrahman Zehraoui, Executive Director
Sean Costello, General Counsel and Secretary

DATE: September 15, 2021

SUBJECT: Bid #W2021-01 Primary Treatment Polymer

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

TO: Slack Chemical Company, Incorporated
P.O. Box 30
Carthage, New York 13619-0030

FOR: Primary Treatment Polymer - Silverstar Sta Flocc 5368 – Niagara 3rd \$ 1.44/lb.


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

Notice that bids were to be received was advertised in the Niagara Gazette and bid requests were sent to twenty-one (21) vendors. Five (5) responses were received, which included two (2) "No Bid" responses. The above referenced vendor submitted its bids based on the price per pound and the estimated number of pounds required annually for its products.

Will the Board so approve?

Respectfully submitted,

Dr. Abderrahman Zehraoui
Executive Director, NFWB


Anthony J. Restaino
Niagara Falls City Administrator

ASKLAR ____ KIMBLE ____ LARKIN ____ LEFFLER ____ FORSTER ____

AJR: lkh
Enc.

OFFICIAL TALLY SHEET
NIAGARA FALLS WATER BOARD, NIAGARA FALLS, NEW YORK

NFWB BID # W2021-01
BID OPENING:

PRIMARY TREATMENT POLYMERS
SEPTEMBER 1, 2021 11:00 AM

PAGE 1 OF 1
SET 1 OF 1

ITEMS (2)	DESCRIPTION Primary Treatment Polymer	Polydyne, Inc. 1 Chemical Plant Rd PO Box 279 Riceboro, GA 31323	Slack Chemical Co., Inc. PO Box 30 Carthage, NY 13619-0030	Coyne Chemical 3015 State Road Croydon, PA 19021	Neo Solutions, Inc. PO Box 26 Beaver, PA 15009-0026	Solenis, LLC 2475 Pinnacle Drive Wilmington, DE 19803
1.	Manufacturer: Name/Type/#: Unit price/ lb.: Quantity (lbs.):	NO BID	Silverstar STA FLOC 5368 – Niagara 3rd \$1.44 per lb. 15,000 lbs.	NO BID	Neo Solutions, Inc. NS 6850P \$1.719 per lb. 15,000 lbs.	Solenis, LLC Zetag 4110 \$1.60 per lb. 32,128 lbs.
2.	Manufacturer: Name/Type/#: Unit price/lb.: Quantity (lbs.):	NO BID	NO BID	NO BID	NO BID	Solenis, LLC Magnafloc LT 340 \$1.44 per lb. 32,128 lbs

APPROVING THIRD AMENDMENT TO OPERATION AGREEMENT WITH CITY

WHEREAS, the Niagara Falls Water Board (“Water Board”), Niagara Falls Public Water Authority (“Authority”), and City of Niagara Falls (“City”) entered into an Operation Agreement dated April 1, 2003, which among other things established a procedure for the Water Board to make a payment in lieu of taxes to the City, for the City to provide certain services to the Water Board, and for the Water Board’s payment for those services; and

WHEREAS, to reflect the evolving relationship between the City and the Water Board, the Operation Agreement was amended on January 1, 2006 and September 26, 2008; and

WHEREAS, on December 30, 2020, the City provided the Water Board with notice that it intended to cease providing billing and collections and the other services it provides to the Water Board pursuant to the Operation Agreement; and

WHEREAS, the parties subsequently engaged in negotiations to address issues with the Operation Agreement that had developed since the last amendment in 2008, to update procedures for services provided under the Operation Agreement, and to make the Operation Agreement more accurately reflect the scope and cost of services provided by the City to the Water Board;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Chairman hereby is authorized to execute the Third Amendment to Operation Agreement that is attached hereto and made part hereof.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Budget Lines: FA.8310.0001.0449.000
GA.8110.0001.0449.000
Available Funds Confirmed by: B. Majchrowicz

On September 27, 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

THIRD AMENDMENT TO OPERATION AGREEMENT

This Third Amendment, dated as of _____, 2021 ("Third Amendment"), by and between the **CITY OF NIAGARA FALLS ("CITY")**, a municipal corporation of the State of New York, **THE NIAGARA FALLS WATER BOARD ("BOARD")**, a body corporate and politic constituting a corporate municipal instrumentality of the State of New York and the **NIAGARA FALLS PUBLIC WATER AUTHORITY ("AUTHORITY")**, a body corporate and politic constituting a public benefit corporation of the State:

WITNESSETH

WHEREAS, the City, the Board and the Authority entered into an Operation Agreement, dated as of April 1, 2003 ("Operation Agreement"); and

WHEREAS, the City, the Board and the Authority entered into a First Amendment to the Operation Agreement, dated as of January 1, 2006; and

WHEREAS the City, the Board and the Authority entered into a Second Amendment to the Operation Agreement, dated as of September 26, 2008; and

WHEREAS the City, by letter dated December 30, 2020, provided the Board with a Notice of Discontinuance of Billing Services pursuant to Section 5.4.1 of the Operation Agreement and Notice of Discontinuance of Other City Services pursuant to Section 5.6 of the Operation Agreement; and

WHEREAS, the City, the Board and the Authority desire to amend Sections 5.1, 5.4, 5.5 and 5.6 of the Operation Agreement as set forth below;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto hereby agree as follows:

1. **Effective Date**. This Amendment shall be effective as of July 1, 2021 (the "Effective Date").

2. **Amendment of Sections 5.1, 5.4, 5.5 and 5.6 of the Operation Agreement and addition of a new Sections 5.7 and 5.8**. As of the July 1, 2021, Sections 5.1, 5.4, 5.5 and 5.6 of the Operation Agreement are hereby amended in their entirety, and Sections 5.7 and 5.8 are added, to read as follows:

SECTION 5.1 - BILLING AND COLLECTION

(A) The City shall no longer provide Billing and Collection Services to the Board, except as provided in Section 5.1 (B) below.

(B) The Board hereby hires, retains and employs the City, and the City hereby agrees, to provide the following Billing and Collection Services:

- 1) The City shall accept, on behalf of the Board, "in person" collections only.
In the event a mailed payment is received by the City, the City will stamp

the mailed payment with the date of receipt and promptly forward to the Board;

- 2) The City shall provide the Board a detailed listing of properties taken through "in-rem" proceedings with water and sewer account balances and the disposition of the sale. The Board's portion of proceeds from "in-rem" sales shall be transferred to the Board, with a reconciliation provided within a reasonable time of the sale. This reconciliation will provide sufficient data for the Water Board to account for the specific charges that were part of the sale and the amount of those charges recovered, and will include information such as the address of the property, and the amount being paid to the Water Board as its share of the recovery for the property;
- 3) The City shall include, with the tax searches issued by the City, a request for status of water and sewer bills, which will be provided by the Board within three (3) days of the request;
- 4) The City shall have inquiry rights into water and sewer accounts, and revenue accounting processing access, on the Board's financial software. (The Board will provide appropriate training to City personnel.) All processing shall be done on the Board's financial system. Cashier reports from the City shall be provided to the Board on a weekly basis.

(C) The Board shall handle all calls and complaints related to water and sewer bills and service. All water and sewer bills and shut off notices will be updated to reflect the removal of the City's telephone number. Within sixty (60) days of the execution of this Agreement, the Board will provide the City with a template or proof of the removal of the City's telephone number from all billing, with the address supplied on the bill specifically for "in person" payment only;

(D) The Board shall administer all repayment agreements and update the respective account within the board's financial software to reflect the related agreement and shall provide the City with proof of the same within seven (7) days.

(E) The City shall deposit all Water Charge collections in the Board's Local Water Fund within two (2) business days of receipt thereof. The City acknowledges that all monies collected as Water Charges are the property of the Water Board.

SECTION 5.4 - PAYMENT FOR SERVICE.

In exchange for providing the services set forth in Section 5.1(B), 5.2 and 5.3, the Board shall pay twenty-five percent (25%) of the reasonable personnel costs of the City's Billing and Collection office staff (the City's reasonable personnel costs for 2021 are set forth in Attachment "A"). Personnel costs shall include wages and fringe benefits as required by labor agreement and/or law. The City shall provide the Board with a budget estimate for the personnel costs of its Billing and Collection office staff for any upcoming calendar year on or about October 15 of the

preceding year, this figure is an estimate only and final figures will be delivered to the Board after adoption of the final City budget but no later than the third week of December. The Board shall be responsible to pay for increases in the personnel costs for the City's Billing and Collection office staff. The Board may request additional documents in support of the final City budget figures.

SECTION 5.4.1 - DISCONTINUANCE OF BILLING SERVICES.

The Billing and Collection Services provided under this Amendment shall continue to, and including, December 31, 2024. Billing and Collection Services, as set forth in Section 5.1(B), shall, thereafter, continue on a year-to-year basis. For periods after December 31, 2024, either party may terminate the agreement for the Billing and Collection Services, as set forth in Section 5.1(B), by giving at least one (1) year prior written notice of its intention to terminate. Notwithstanding the termination of billing services pursuant to this Section, Sections 5.2 and 5.3 of the Operation Agreement, as amended, shall remain in full force and effect, and in such event the Board shall pay to the City the cost of services provided to the Board pursuant to Section 1230-j of the Act.

SECTION 5.5 - OTHER CITY SERVICES.

In addition to the services provided pursuant to Section 5.1 of the Operation Agreement, the City shall also provide the Board with the services set forth in this Section. The costs or budget estimates of services to be rendered under this Amendment are set forth in Attachment "B". The costs and budget estimates may, if necessary, be revised each year.

(A) **Purchasing Services.** Notwithstanding the foregoing, the City shall continue to; (i) provide postage, fuel for Board vehicles and salt, the actual cost of which will be billed to the Board monthly; (ii) prepare competitive bids and requests for quotations as requested by the Board; and (iii) allow the Board to participate in the cooperative purchasing program and give such notifications as are necessary, to ensure that the lowest unit cost is available to the Board, the City and other participants. Cost for the City's continued preparation of competitive bids is set forth in Attachment "A".

(B) **Information Technologies ("IT").** The City shall provide IT assistance to the Board to ensure the respective connections between the billing and collection office for the City and the Board are maintained in order to process payments. It is acknowledged, understood and agreed upon that the City shall invoice the Board for services actually rendered.

(C) **Human Resource Services.** The Board is required to rely on support from the City Human Resource Department for the following services:

- 1) All Civil Service information e.g. classifying, preparing job specifications, exams, eligibility lists, probations, promotions and transfers.

- 2) The Board is responsible for keeping the City Human Resource Department advised of all employee status which affect human resource services.
- 3) Any and all retirement and/or terminations must be communicated to the City within two (2) business days.
- 4) The cost for providing the above Human Resource Department is set forth in Attachment "A".

(D) **Engineering Services.** The City shall continue to provide engineering services to the Board associated with ongoing and new water and sewer projects. It is acknowledged, understood and agreed that the City shall invoice the Board for Engineering Services actually rendered; this will include, but shall not be limited to, wages and fringe benefits as required by labor agreement and/or law. Engineering services include the services listed below, which shall continue to be provided by qualified staff in similar manner as previously delivered.

- 1) A list of projects requiring engineering services consisting of planning, design, bidding and construction and inspection phases for new projects and including ongoing projects in their current and remaining phases respective shall be provided and agreed to by the Board and the City. This list shall include a schedule of costs of engineering services for each phase of the listed project and a percent completion for each phase of ongoing projects. A monthly progress report shall be provided to the Board presenting the percent complete and a narrative describing the progress and activities for each project. An invoice shall be prepared by the City from this report payable by the Board based on discussion and agreement with the Board.
- 2) Survey and statistical field work required for preliminary design, specifications, stamping and sealing.
- 3) Project design and prepared drawings, to be prepared and stamped as necessary.
- 4) Cost estimates for each project for bidding, budgeting and emergency procurement.
- 5) Bidding and construction services that include, without limitation, preparation of bid documents, advertisement, distribution, receiving bids and opening, award recommendations, contract execution, job progress meeting, shop review and approval, addressing contractor questions and issues, processing change orders, processing payments and project close out activities and preparing and delivering as-built drawings.

- 6) Construction inspection services and written reports thereof to be prepared and submitted to the Board.
- 7) Preparation of Health Department Plan Reviews and DEC submissions as necessary.
- 8) Right of Way permitting for water and sewer outside maintenance work.
- 9) Inspection of required restoration work.
- 10) Access to record drawings for review and scanning.
- 11) Expedited support for emergency water and sewer repairs.
- 12) Managing the underground utility locates program.

(E) **Department of Public Works (“DPW”)**. The City shall provide DPW services to the Board associated with the projects involving street repairs. It is acknowledged, understood and agreed upon that the City shall invoice the Board for DPW services actually rendered; this will include, but shall not be limited to, wages and fringe benefits as required by labor agreement and/or law.

(F) **Code Enforcement Services**. The City shall provide to the Board the Code Enforcement services listed below on an ongoing basis. The Board’s share of the cost for postage, printing, and other similar overhead costs associated with these services is set forth in Attachment “B”.

- 1) Provide assistance with the water shut off program, which shall include but not be limited to the following:
 - (a) Prepare and mail out notices to respective properties;
 - (b) Post required signage at respective properties; and
 - (c) Remove signage at respective properties when applicable.
- 2) The Board agrees to certify to the Code Enforcement Department that all properties requiring condemnation have had the water shut off prior to the posting of the respective signage at the respective property.
- 3) The Board further agrees to indemnify the City for any potential damages that may result from the City posting respective signage on a property that has yet to have the water turned off.
- 4) The Board also agrees to provide notification to Code Enforcement when any required signage should be removed from a property due to payment being accepted. This notification should be made within twenty-four (24) hours of payment being accepted.

SECTION 5.6 - DISCONTINUANCE OF OTHER CITY SERVICES.

Services provided under this Amendment shall continue to, and including, December 31, 2024. In the event that either the Board or the City, in their sole discretion, determine that the City discontinue providing any services described in Section 5.5 of this Amendment, the party making such determination shall give written notice of such fact to the other party on or before July 1 for termination effective as of years-end.

SECTION 5.7 – SERVICES BY WATER BOARD TO CITY.

(A) **Payment for Miscellaneous Services.** The Board may from time to time provide services or equipment to the City to assist the City with discrete tasks or projects. It is acknowledged, understood and agreed upon that the Board shall invoice the City for such services actually rendered; this will include, but shall not be limited to, wages and fringe benefits as required by labor agreement and/or law or, as applicable, the fair rental value of loaned equipment.

(B) **City of Niagara Falls Fire Hydrants.** Pursuant to 21 NYCRR 1950.15, the Board charges an annual availability fee to be paid by the City Fire Department for each public fire hydrant within the City's boundaries. The Board agrees to use its best efforts to limit this fee to a sum that corresponds to the Board's anticipated capital and operations and maintenance costs associated with providing those hydrants. The Board will charge the annual fee to the City in October to be paid within 30 days, and as a condition of payment must certify that to the best of its knowledge the number of fire hydrants included on the annual bill are in proper working order and are available for use by the Fire Department on an as needed basis. As of the date of this Amendment, the Board certifies that to the best of its knowledge it is providing 2,234 hydrants that are in proper working order and available for use by the Fire Department. The Board will provide the City with a budgetary estimate of the hydrant fee by October 15 each year, with the understanding that the City will base its budget on this estimate and that any increase beyond the estimate provided will require the City to make budget amendments that will impact City services. In addition the City may request additional documents in support of the amount stated by the Board.

SECTION 5.8 – LOAN OF EQUIPMENT

Subject to mutual agreement, the City or Board may loan each other the use of equipment or vehicles from time to time to promote efficiency and save costs. The party loaning the equipment or vehicle may bill the other party to reimburse the cost of use, not to exceed the fair rental value of the loaned equipment or vehicle. The party using the loaned equipment or vehicle will defend and indemnify, to the fullest extent permitted by law, the party loaning the equipment or vehicle from any liability arising from the use, and will repair any damage resulting from the operations of the party using the vehicle. To the extent the party using loaned equipment or vehicles is not self-insured for liability and/or damage, it agrees to secure additional-insured status for the party loaning the vehicle or equipment. In the event an

insurance claim is made in connection with the use of loaned equipment or vehicles, the party using the loaned equipment or vehicle agrees to pay any applicable deductible.

3. **Other Provisions**. Except as expressly amended herein, all other provisions in the Operation Agreement are hereby ratified and confirmed in all respects and shall continue in full force and effect.

4. **Counterparts**. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first set forth above.

CITY OF NIAGARA FALLS, NY

NIAGARA FALLS WATER BOARD

Robert M. Restaino, Mayor

Nicholas J. Forster, Chairman

Attest: Niagara Falls City Clerk

NIAGARA FALLS WATER AUTHORITY

Jason Murgia, Chairman

Attachment A

City Services Cost Allocation (Section 5.4 – Billing and Collection Services)

The charges below are calculated pursuant to Section 6.1 (B) (1) of the Operations Agreement between the City of Niagara Falls and the Niagara Falls Water Board and shall apply for services delivered under this Agreement. The City shall provide the Board with a budget estimate for the personnel costs of its office staff responsible for performing the services or the services themselves described in this Amendment for any upcoming calendar year on or before October 15 of the preceding year; accordingly, the Board shall be responsible to pay for any increases in the personnel costs for the City's office staff. The Water Board may request and the City shall upon such request provide documents supporting the City's estimate for personnel costs. Future cost assignments will be made developed and established pursuant to Section 6.1 "Payments by the Board" and Section 6.2 "Method of Payment" of the Operations Agreement.

BILLING & COLLECTION DEPARTMENT

Billing & Collection Staff Job Titles	2021 Salary	FICA	Health Insurance	Dental Insurance	Life Insurance	Tier	Pension & GTLI	Total Cost	% of time Allocated	TOTAL
Billing Supervisor	\$ 52,632.22	\$ 4,026	\$ 27,323.16	\$ 1,260.00	\$ 233.21	4	\$ 9,579.06	\$ 95,054	17%	\$ 16,159
Principal Account Clerk	45,013.51	3,444	27,323.16	1,260.00	130.82	4	8,192.46	85,363	17%	14,512
Principal Clerk	47,593.08	3,641	27,323.16	1,260.00	136.51	4	8,661.94	88,616	17%	15,065
Principal Clerk	42,779.46	3,273	8,373.96	428.40	122.29	6	4,577.40	59,554	17%	10,124
Account Clerk	29,645.98	2,268	8,373.85	428.40	85.32	6	3,172.12	43,974	17%	7,476
Billing & Collection Clerk	34,589.22	2,646	1,477.74	428.40	99.54	6	3,701.05	42,942	17%	7,300
Account Clerk	29,645.98	2,268	23,224.64	1,071.00	85.32	6	3,172.12	59,467	17%	10,109
Total Cost of B&C Staff	\$ 281,899.45	\$ 21,565.31	\$ 123,419.67	\$ 6,136.20	\$ 893.02		\$ 41,056.15	\$ 474,969.80		\$ 80,744.87*

These costs are for "Personnel ONLY" and do not include any overhead costs for utilities, phones, and all office supplies and paper used to administer the collection of Water/Sewer Bills

Total divided by 12:
\$6,728.74 per month

*Pursuant to Section 5.4, the above figures are subject to change based upon City's budget estimates for the personnel costs for its office staff responsible for performing the services or for the services themselves as described herein; the Board shall be responsible to pay for any increases in the personnel costs for the City's office staff. The Water Board may request and the City shall upon such request provide documents supporting the City's estimate for personnel costs.

Attachment B

City Services Cost Allocation (Section 5.5 – Other City Services)

The charges below are calculated pursuant to Section 6.1 (B) (1) of the Operations Agreement between the City of Niagara Falls and the Niagara Falls Water Board and shall apply for services delivered under this Agreement. The City shall provide the Board with a budget estimate for the personnel costs of its office staff responsible for performing the services or the services themselves described in this Amendment for any upcoming calendar year on or before October 15 of the preceding year; accordingly, the Board shall be responsible to pay for any increases in the personnel costs for the City's office staff. The Water Board may request and the City shall upon such request provide documents supporting the City's increased costs for services. Future cost assignments will be made developed and established pursuant to Section 6.1 "Payments by the Board" and Section 6.2 "Method of Payment" of the Operations Agreement.

<u>Service</u>	<u>Cost</u>
Section 5.5(A) - Purchasing Services	\$1,200.00* per Water Board bid, \$600* per joint City/Water Board bid.
Section 5.5(C) – Human Resources	\$5,000.00* annually; plus actual cost for staffing Civil Service examinations*
Section 5.5(F) – Code Enforcement – Postage, Printing, and Similar Overhead Expenses Associated with this Department's Assistance with the Shut Off Program	\$850.00* per batch of water service shutoffs (Typically six (6) batches per year)

***Pursuant to Section 5.5, the above figures are subject to change based upon City's budget estimates for the personnel costs for its office staff responsible for performing the services or for the services themselves as described herein; the Board shall be responsible to pay for any increases in the personnel costs for the City's office staff. The Water Board may request and the City shall upon such request provide documents supporting the City's increased costs.**

PROCUREMENT OF GRIT CYCLONE SCREW AND PARTS

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) cyclone-type grit washer’s screw failed in September 2021; and

WHEREAS, WWTP maintenance staff welded the screw as a temporary repair but recommend ordering a replacement screw in order to ensure reliability; and

WHEREAS, WWTP maintenance staff further recommend procurement of additional parts for the grit washer to maintain that equipment in working order; and

WHEREAS, these parts are for a Smith & Loveless machine, which has provided a letter certifying that Koester Associates, Inc., is the sole authorized source for these parts;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to procure a grit screw with wear shoes and coupling bolts, two tail shaft assemblies, one additional set of wear shoes with hardware, and four bronze lower bearings, plus shipping costs, for a total cost not to exceed \$32,540.82.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Line: WWTP-17 WWTP Infrastructure Projects-Miscellaneous
Budget Line Provided by: B. Majchrowicz
Available Funds Confirmed by: B. Majchrowicz

On September 27, 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



Customer: Eric Smith
Site Location: Niagara Falls WWTP

Fax/E-mail: esmith@nfwb.org
Phone:

We are pleased to offer the following quotation for parts for UV System:

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	EXT Price	SHIPMENT
1	CZZ1696-07-SCR	SCREW W/ WEAR SHOES & COUPLING BOLTS	\$18,327.40	18,237.40	5-6 WKS
1	CZZ1696-07-TS	TAIL SHAFT ASSEMBLY	\$3,921.45	3,921.45	5-6 WKS
2	CZZ1696-07-BRG	BRONZE LOWER BEARING	\$229.50	459.00	5-6 WKS

Note: Installation and start-up not included however available under separate cover.

Thank you for the opportunity to submit this proposal.

-
- Total Price: **\$22,617.85 plus shipping not to exceed \$1000.00**
 - Shipment **SEE ABOVE weeks ARO**, dependent on factory stock and production times.
 - Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Prices quoted shall remain firm 60 days from date of issuance. Payment is due net 30 days.
-

Supplying Equipment, Solutions and Service for Water and Wastewater

3101 Seneca Turnpike • Canastota • NY • 13032

Phone 315.697.3800 • Fax 315.697.3888 • koesterassociates.com

sales@koesterassociates.com • service@koesterassociates.com • parts@koesterassociates.com

If you wish to proceed with this proposal,
please sign and return.

If you have any questions,
please feel free to contact me.

Sincerely,

Robin VanSlyke

Parts Coordinator

Koester Associates, Inc.

Ph: (315) 697- 3800

Fax: (315) 697- 3888

rvanslyke@koesterassociates.com

Date accepted on: _____

Purchaser/Name (sign): _____

Purchaser/Name (print): _____

Billing Address: _____

Phone: _____

P.O.#: _____

Terms and Conditions

An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products, exercise all legal options to collect the debt and cancel unshipped balances with or without resort to legal process, and Buyer agrees to pay all reasonable collection costs (including reasonable attorney fees) incurred by Company.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York. The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the products.



Customer: Eric Smith
Site Location: Niagara Falls WWTP

Fax/E-mail: esmith@nfwb.org
Phone:

We are pleased to offer the following quotation for parts for UV System:

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	EXT Price	SHIPMENT
1	CZZ1696-07-WS	SET OF WEAR SHOES W/HARDWARE	\$5452.52	\$5452.52	4-6 WKS

Note: Installation and start-up not included however available under separate cover.

Thank you for the opportunity to submit this proposal.

-
- Total Price: **\$5,452.52 plus shipping not to exceed \$1000.00**
 - Shipment **SEE ABOVE weeks ARO**, dependent on factory stock and production times.
 - Standard Terms and Conditions, on the attached page, are incorporated in this quotation. Prices quoted shall remain firm 60 days from date of issuance. Payment is due net 30 days.
-

Supplying Equipment, Solutions and Service for Water and Wastewater

3101 Seneca Turnpike • Canastota • NY • 13032

Phone 315.697.3800 • Fax 315.697.3888 • koesterassociates.com

sales@koesterassociates.com • service@koesterassociates.com • parts@koesterassociates.com

If you wish to proceed with this proposal,
please sign and return.

If you have any questions,
please feel free to contact me.

Sincerely,

Robin VanSlyke
Parts Coordinator
Koester Associates, Inc.
Ph: (315) 697- 3800
Fax: (315) 697- 3888
rvanslyke@koesterassociates.com

Date accepted on: _____

Purchaser/Name (sign): _____

Purchaser/Name (print): _____

Billing Address: _____

Phone: _____

P.O.#: _____

Terms and Conditions

An order will constitute a contract between the Company and the Buyer when accepted in writing by the Company at its home office in Canastota, NY. A contract resulting from the acceptance of an order may be canceled or altered by the Buyer only if agreed to in writing by the Company at its home office, subject to payment of reasonable charges necessary to protect the Company from loss. Until accepted, as provided herein, an order shall constitute an offer to purchase. Neither the acceptance of any deposit made with an order nor the cashing of any check or other instrument therefore, nor the holding of such deposit by the Company shall be deemed an acceptance of an order, but if the order is not accepted, the Company will promptly refund such deposit.

The Company shall not be liable for any failure to make delivery, for late delivery, or other default by reason of any occurrence or contingency beyond the reasonable control of the Company or of any of its sources of supply or for failure to give notice of any delay. In the event of any such occurrence or contingency, the Company may extend delivery schedules or may, at its option, cancel the order in whole or in part without the liability other than to return any deposit or pre-payment should the whole order be canceled.

The Buyer will reimburse the Company for all taxes, excises and similar charges based upon or measured by the production, storage, sale, transportation or use of the products described herein.

The Company warrants that the products (except products made by the Company to drawings or specifications of the Buyer) will not in themselves infringe any United States patent, but the Company assumes no obligation in regard to patent infringement resulting from the use of the products in combination with equipment or other products not furnished by the Company. Liability under this warranty is limited to the aggregate amount (exclusive of taxes and transportation) to be paid hereunder and is conditioned upon the Buyer's giving the Company prompt written notice of any claim of patent infringement and granting the Company exclusive control of the settlement or litigation thereof.

The Company shall not be bound by any terms, conditions, or representations, which are not stated herein.

The Company shall not be obligated to perform hereunder if, at any time, Buyer's credit rating becomes impaired.

The Company shall retain a security interest in the products supplied hereunder to secure performance of Buyer's obligations and Buyers shall execute all financing statements and other instruments that the Company deems necessary to protect its security interest. If the Buyer defaults in any of its obligations hereunder or is unable to pay its debts as they mature, the Company shall have the right to repossess the products, exercise all legal options to collect the debt and cancel unshipped balances with or without resort to legal process, and Buyer agrees to pay all reasonable collection costs (including reasonable attorney fees) incurred by Company.

All material is sold F.O.B. shipping point and title and risk of loss passes to Buyer on delivery to the common carrier at shipping point. Orders for replacement material must be a new purchase order.

The Buyer shall have the right to inspect the products prior to payment and acceptance and if Buyer's inspection reveals any defects in the products, Buyer shall notify the Company within thirty (30) days after receipt of the products of any claim Buyer might have concerning such defects. Buyer's failure to notify the Company within such thirty-day period shall constitute a waiver by Buyer of all claims covering such defects in the products.

The Company's acceptance of order cancellation or order reduction requests is conditioned upon receiving Buyer's written agreement to assume termination charges.

The Company reserves the right to refuse to accept any order which does not meet quantity requirements which the Company may establish for any given product or group of products.

Prices are based on quality levels commensurate with normal processing. If a different quality level is required, Buyer must specify the requirements and pay any additional costs that may be applicable.

The Company reserves the right to correct clerical or stenographic errors or omissions.

THE PRODUCT WARRANTY IS AS SUBMITTED HERewith. NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of New York. The foregoing terms and conditions will prevail notwithstanding any variance with the terms and conditions of Buyer's order for the products.



Smith & Loveless, Inc.

14040 Santa Fe Trail Drive • Lenexa, KS 66215
www.smithandloveless.com

August 12, 2021

To whom it may concern,

Smith & Loveless, Inc.® is the manufacturer of a full line of sewage pumping, headworks, screening, and treatment equipment. Smith & Loveless only sells this proprietary equipment and proprietary parts directly to end-users or through sole-source Representatives. Because even the first Smith & Loveless pump station sold in 1946 is still in operation, Smith & Loveless spends large portions of its resources in not only providing spare parts but knowing and maintaining the knowledge of which parts are now used for every piece of S&L equipment.

This information is kept by each unique S&L serial number. S&L has developed and has had parts specifically developed for S&L, which can only be purchased through Smith & Loveless, Inc.

This letter is to certify that Smith & Loveless, Inc. is the sole source for its new equipment, retrofit equipment, and parts. Our parts and retrofit departments can be reached by calling 800-922-9048. Your local sole-source Representative is Koester Associates for pumping equipment. Their phone number is 315.697.3800 and fax number is 315.697.3888.

Best regards,

Sarah Gosewehr
Manager Parts Department
Aftermarket Division
Smith & Loveless, Inc.

**DECLARING CERTAIN PROPERTY TO BE SURPLUS
TO BE DISPOSED OF AT AUCTION**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has certain equipment that is no longer useful or necessary for Water Board purposes; and

WHEREAS, declaring this property to be surplus and authorizing its disposal at auction will provide the Water Board with the opportunity to maximize the revenue it receives for the surplus property;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby declares the items on the attached list entitled “Items Requested to be Declared Surplus for Disposal at Auction – September 2021” to be surplus property, and authorizes their disposal through auction.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Budget Line for Proceeds: FA.0000.2665.000 Sale-Equipment
Budget Line Provided by: B. Majchrowicz

On September 27, 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

Items Requested to be Declared Surplus for Disposal at Auction - September 2021

[illegible]

**PAYMENT TO BONADIO & CO. FOR 2020 AUDIT
AND EXERCISING OPTION FOR 2021 AUDIT**

WHEREAS, in 2020 the Niagara Falls Water Board (“Water Board”) issued a request for proposals for annual auditing services for 2020, with the option to have the selected firm perform the 2021 and 2022 audits, and

WHEREAS, in November 2020 the Water Board selected the November 20, 2020 proposal by Bonadio & Co. and authorized that firm to perform the 2020 annual audit for a fee not to exceed \$23,000; and

WHEREAS, Bonadio & Co.’s fee was based on the estimated number of hours to be devoted to the engagement, and its engagement agreement provided at Appendix A that additional fees may result from certain circumstances including in the event of delays in audit readiness; and

WHEREAS, on August 11, 2021 Bonadio & Co. presented an invoice totaling \$19,876.50 for additional fees beyond the \$23,000 approved by the Water Board; and

WHEREAS, Water Board staff have negotiated this invoice with Bonadio & Co., which has agreed to accept 50% of the invoiced fee, \$9,938.25, as final payment for the 2020 audit services; and

WHEREAS, the Water Board believes the additional work required to complete the 2020 audit represented unusual circumstances that will not be repeated in the future, was satisfied with the work performed by Bonadio & Co., and wishes to exercise its year-two option to have Bonadio & Co. perform the 2021 audit for a fee not to exceed \$26,000 as outlined in that firm’s November 20, 2020 proposal;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes payment in the amount of \$9,938.25 for extra work performed by Bonadio & Co. in connection with the 2020 audit and as payment in full for that work; and

IT IS FURTHER RESOLVED, that the Executive Director hereby is authorized to enter into an agreement with Bonadio & Co. to perform annual audit services for the year ending December 31, 2021 for a fee not to exceed \$26,000 unless additional fees are authorized by Resolution of the Niagara Falls Water Board prior to their being incurred.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

Deputy Director of Financial Services

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

Budget Line: FGB.8000.0000.0459.000 - Auditors

Budget Line Provided by: B. Majchrowicz

On September 27, 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

Bonadio & Co., LLP

Certified Public Accountants

171 Sully's Trail
Pittsford, NY 14534
Phone: (585) 381-1000
FAX: (585) 381-3131

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

Invoice Date: August 11, 2021
Invoice Number: BN277431
Client Number: NIA040001

Additional billings related to the December 31, 2020 audit of the NFWB. As a result of the complexities and challenges during the course of the audit, including the delays in audit readiness which necessitated the involvement of more senior personnel throughout the engagement.

Breakdown of billing as follows:

Budgeted Partner time - 39 hours	15,692.00
Actual Partner time - 86.55 hours	
Overage = 47.55 hours x \$330 = 15,692	
Budgeted Manager time - 117 hours	13,913.00
Actual Manager time - 209.75	
Overage - 92.75 hours x \$150 = 13,913	
Budgeted other staff time - 234 hours	(3,103.00)
Actual other staff time - 189.67 hours	
Under - 44.33 hours x \$70 = 3,103	
Adjustment to reflect the first time nature of the audit and the time above a typical budgeted expectation (25% adjustment)	(6,625.50)
\$26,502 total overage x 25% = \$6,625.50	
Total	<u><u>\$19,876.50</u></u>

Accounts Receivable Aging					
Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	120+ Days	Total
19,876.50	60.00	0.00	4,000.00	0.00	23,936.50

To enroll in E-Billing or make a payment please visit www.bonadio.com/online-billing

Payments due upon receipt. Past due balances are subject to a finance charge of 1.5% per month. Accounts receivable aging amounts above may include finance charges. A \$25 fee will be added to the account for each returned check.

Please reference your client number and invoice number when remitting your payment.

January 7, 2021

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

Dear Ms. Walker:

We are pleased to confirm our understanding of the services we are to provide for the Niagara Falls Water Board (the Board) for the year ended December 31, 2020. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Board as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Board's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Board's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Total Other Postemployment Benefit Liability and Related Ratios
- 3) Schedule of Proportionate Share of Net Pension Liability (Asset)
- 4) Schedule of Employer Pension Contributions

100 Corporate Parkway
Suite 200
Amherst, New York 14226
p (716) 250-6600
f (716) 250-6605

www.bonadio.com

We have also been engaged to report on supplementary information other than RSI that accompanies the Board's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Niagara Falls Water Authority - Statements of Net Position
- 2) Niagara Falls Water Authority - Statements of Revenue, Expenses, and Changes in Net Position

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Board and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Board's financial statements. Our report will be addressed to the Board of Directors of the Board. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Board is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect

auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Board's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We may also assist in preparing the financial statements, RSI and related notes of the Board in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do

not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regards to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents, if required under the terms of issuance.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documentation, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bonadio & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bonadio & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Randall R. Shepard, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$23,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. In the event certain circumstances, as listed in Appendix A, arise during the engagement, our agreed upon fees will be affected and additional fees may be assessed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In addition to the scope of our services as of and for the year ended December 31, 2020, we will provide a report on compliance related to your investments. The fee for these services is included in the fee above.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from

the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

Electronic Communications

In performing services under this Agreement, Bonadio & Co., LLP and/or the Board may wish to communicate electronically either via facsimile, electronic mail, cloud-based portal or similar methods (collectively, "Electronic Means"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as your consent to use Electronic Means. It is therefore your responsibility to notify Bonadio & Co., LLP when/if your employee(s) no longer require access to Electronic Means that are controlled by Bonadio. Such notice may be sent by email to the partner responsible for this engagement at the address noted in the signature section of this Agreement. All risks related to your business, including access connected with the use of Electronic Means by you or your employees are borne by you and are not our responsibility. It is therefore your responsibility to notify Bonadio & Co., LLP when/if your employee(s) no longer require access to Electronic Means that are controlled by Bonadio.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Board and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
BONADIO & CO., LLP



Randall R. Shepard, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the Niagara Falls Water Board.



Ms. Kendra Walker, Director of Financial Services

1/8/2021
Date

CEO or Board Chair

Date

Report on the Firm's System of Quality Control

To the Partners of
Bonadio & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended April 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Single Audit Act; audits of employee benefit plans, audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended April 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bonadio & Co., LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
October 30, 2017

Appendix A

Niagara Falls Water Board Circumstances Affecting Timing and Fee Estimate Year Ended December 31, 2020

The fee quoted for the audit is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually requires reassignment of personnel used in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Bonadio & Co., LLP may incur significant unanticipated costs. The audit start date will be agreed upon with management.
2. All audit schedules are (a) not provided by you on the date requested, (b) not completed in an appropriate format or mathematically correct, or (c) not in agreement with the appropriate records (e.g., general ledger accounts, source documents, confirmations).
3. If all requested information is not provided by the date requested, additional fees at standard hourly rates will be charged for all work performed after the scheduled fieldwork dates.
4. Weaknesses or significant changes in the internal control structure or systems.
5. Necessary changes to management prepared financial statements.
6. Significant new issues or changes as follows:
 - a. Significant new accounting issues that require an unusual amount of time to resolve,
 - b. Significant changes or transaction that occur prior to the issuance of our reports,
 - c. Significant changes in auditing requirements set by regulators.
7. Significant delays in your assistance in the engagement or delays in reconciling variances as requested by Bonadio & Co., LLP.
8. All invoices, contracts, or other documents, which we will identify, are not located by your personnel or made ready for our easy access.
9. Significant level of proposed adjustments identified during our audit.
10. Changes in audit scope caused by events that are beyond our control.
11. Untimely payment of our invoices as they are rendered.
12. Delays in engagement continuance due to outside parties including attorneys and lending institutions.

CHANGE ORDERS FOR PROJECT 2, GORGE PUMP STATION REHABILITATION

WHEREAS, the Niagara Falls Water Board (“Water Board”) has approved a substantial construction project to rehabilitate its Gorge Pump Station (“GPS”), including replacement of pumps, grinder improvements, heating and ventilation improvements, sluice gate replacements, lighting upgrades, and other work, collectively referred to as “Project 2”; and

WHEREAS, the engineering services for Project 2 were awarded to GHD; and

WHEREAS, the prime contracts for Project 2 were awarded to John W. Danforth Company (heating and ventilation), STC Construction, Inc. (general contractor), and CIR Electrical Construction Corp. (electrical); and

WHEREAS, Project 2 originally was scheduled to be completed by September 2, 2021, but due to unforeseen delays in the supply of materials and equipment due to the COVID-19 pandemic and as a result of changes to the contractors’ scope of work resulting from unforeseen circumstances, the three prime contractors have requested change orders permitting an additional 10 months to complete their work, through July 2, 2022; and

WHEREAS, the change orders requested by the prime contractors are for time only, and not for additional fee; and

WHEREAS, GHD, which is performing construction inspection and construction administration services for Project 2, has presented a proposal dated September 8, 2021 requesting additional fee totaling \$89,400 for the cost of performing those services for the additional 10 months requested by the prime contractors; and

WHEREAS, the Executive Director, working with CPL, the Water Board’s project manager, has negotiated GHD’s proposed fee down from the \$134,700 originally requested by GHD to complete the construction inspection and construction administration work; and

WHEREAS, GHD’s proposal includes continued MWBE and SDVOB participation to meet the project goals;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute no-cost change orders for STC Construction, Inc., John W. Danforth Company, and CIR Electrical Construction Corp., extending the time for Project 2 project completion to July 2, 2022; and

IT IS FURTHER RESOLVED, that the Executive Director hereby is authorized to approve an amendment to GHD's agreement for Project 2 engineering services work to authorize an additional fee not to exceed \$89,400 to complete the Project 2 construction administration and construction inspection work.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Items: WWTP 2
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: B. Majchrowicz

On September 27, 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

**CHANGE ORDER NO. 1****NIAGARA FALLS WATER BOARD
GORGE PUMP STATION REHABILITATION PROJECT
CONTRACT NO. 15688-2G – GENERAL****Owner:**

Niagara Falls Water Board

Contractor:

STC Construction, Inc.

Engineer:

GHD Consulting Services Inc.

Description of Change(s):

1. No-cost extension of Contract Time of Completion of 303 calendar days. New Contract Completion Date is July 2, 2022.

Reason for Change(s):

1. Delays from the pump manufacturer, Xylem, with supply of the new Vertical Centrifugal Pumps. Xylem is experiencing material procurement delays on their end attributable to COVID-19 related global supply chain issues. There will also be additional work on the pump installs related to the demolition and installation of new pump foundation pads, which were not included in the initial contract schedule. There is also additional scope of work to supply and install a new sluice gate in the wet well south influent channel because the existing sluice gate is leaking and does not isolate the channel to allow safe replacement of the grinder equipment.

Compensation(s):

Item	Credit	Additional
1.	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
Total this Change Order		\$0.00

Contract Summary:

Current Contract Amount	\$ 3,215,000.00
Total this Change Order	\$ 0.00
Revised Contract Amount	\$ 3,215,000.00

Authorizations:

Niagara Falls Water Board	Date
STC Construction, Inc.	Date
GHD Consulting Services Inc.	Date



Reference No. 11194110

CHANGE ORDER NO. 1

NIAGARA FALLS WATER BOARD
GORGE PUMP STATION REHABILITATION PROJECT
CONTRACT NO. 15688-2H – HEATING & VENTILATION

Owner:

Niagara Falls Water Board

Contractor:

John W. Danforth Company

Engineer:

GHD Consulting Services Inc.

Description of Change(s):

1. No-cost extension of Contract Time of Completion of 303 calendar days. New Contract Completion Date is July 2, 2022.

Reason for Change(s):

1. Necessitated by the extension of the additional work done by the General Contractor.

Compensation(s):

Item	Credit	Additional
1.	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
Total this Change Order		\$0.00

Contract Summary:

Current Contract Amount	\$ 864,400.00
Total this Change Order	\$ 0.00
Revised Contract Amount	\$ 864,400.00

Authorizations:

Niagara Falls Water Board	Date
John W. Danforth Company	Date
GHD Consulting Services Inc.	Date



Reference No. 11194110

CHANGE ORDER NO. 1

NIAGARA FALLS WATER BOARD
GORGE PUMP STATION REHABILITATION PROJECT
CONTRACT NO. 15688-2E – ELECTRICAL

Owner:

Niagara Falls Water Board

Contractor:

CIR Electrical Construction Corp.

Engineer:

GHD Consulting Services Inc.

Description of Change(s):

1. No-cost extension of Contract Time of Completion of 303 calendar days. New Contract Completion Date is July 2, 2022.

Reason for Change(s):

1. Necessitated by the extension of the additional work done by the General Contractor.

Compensation(s):

Item	Credit	Additional
1.	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
Total this Change Order		\$0.00

Contract Summary:

Current Contract Amount	\$ 418,300.00
Total this Change Order	\$ 0.00
Revised Contract Amount	\$ 418,300.00

Authorizations:

Niagara Falls Water Board	Date
CIR Electrical Construction Corp	Date
GHD Consulting Services Inc.	Date

Our ref: 11194110

September 08, 2021

Abderrahman Zehraoui, Ph.D.
Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Project 2 – Gorge Pump Station Rehabilitation, Construction Phase Services Amendment Proposal

Dear Dr. Zehraoui,

As discussed with the project team, GHD is submitting this proposal for additional construction phase services related to the above referenced project at the Gorge Pump Station (GPS - Project 2). GHD is currently under contract with the Niagara Falls Water Board (NFWB) to provide engineering services on this project in accordance with our Agreement dated March 25, 2019. GHD's construction phase services are outlined in a proposal letter dated October 4, 2019. This proposal has been revised based on our meeting on July 7, 2021 and revised again upon further discussion on September 8, 2021.

Project 2 construction was scheduled to be completed by September 2, 2021. Due to unforeseen delays with the supply of materials and equipment caused by the global COVID-19 pandemic, the three (3) prime contractors have requested an additional 10 months to complete their work at the GPS by July 2, 2022. GHD has prepared and submitted recommendations to the NFWB to execute no cost time extension change orders for the three (3) prime construction contracts. The largest impact to the schedule has been delivery of the new 500 horsepower, 13 million gallon per day (mgd) wastewater pumps for the station, which have been delayed by 8 months and are expected onsite in January 2022. A few changes to the Contractor's scope of work have also delayed completion. For example, during construction it was discovered that a sluice gate was leaking so bad that the Contractor could not isolate the main influent channel and safely do their work. The replacement sluice gate is expected onsite in September 2021. Replacement of the concrete foundations for the three (3) pumps has also been added to the project to increase the reliability and longevity of the pump station. The foundation work will require additional time for each pump replacement.

The Contractors and GHD have been onsite since July 2020 actively working on this project for 14 months. GHD is requesting additional fees because construction was budgeted to be completed over this 14-month period and will now require 24 months of engineering services to complete the work. The 10 months of additional time has not translated into increases in the construction contract costs; however, it does require additional engineering effort to oversee the work. The following tasks provide a greater breakdown of the additional scope of services that are proposed by GHD.

1. Scope of Services

Task 4 – Construction Administration

GHD proposes to provide 10 months of additional construction administration (CA) services in accordance with Task 4 scope of services as outlined in our October 4, 2019 proposal letter. This is in addition to the 14 months of services in our current Agreement. These services will be provided through the new completion date of July 2, 2022.

Task 5 – Construction Inspection

GHD budgeted to provide 7 months (1,350 hours) of construction inspection (CI) services during the active construction phase of this project. As of June 21, 2020 we have provided 710 hours of CI over a 12-month period. Therefore, we have approximately 640 hours of CI budget remaining. It is anticipated that this will not be enough budget to adequately oversee the remaining work, most importantly, overseeing replacement of the three (3) wastewater pumps and their variable frequency drives (VFDs). The contractor will be doing this pump work sequentially and is expecting 8 weeks per pump for replacement and start-up. GHD recommends providing full-time, 40 hours per week CI of the pump replacements over this 24-week period due to the complexity of the work. The NFWB has requested GHD to provide part-time inspection during this time frame. Therefore, GHD proposes to provide 640 hours of CI for the pump replacements. The contractor expects to start replacing the pumps in January 2022 and to be complete in June 2022. Inspection effort will also be needed between now and December 2021 for replacement of the wet well sluice gates, south channel influent grinder, bypass channel hatches, and the HVAC replacements. We recommend a CI budget of 240 hours for this period of work.

In summary, a budget of 880 hours for CI services over the next 12 months is proposed (640 hours for the pumps plus 240 hours for other remaining work). GHD has 640 hours of budget remaining; therefore, we hereby request an additional 240 hours of CI budget. The scope of our CI services will be performed in accordance with Task 5 as outlined in our October 4, 2019 proposal letter.

Also, for the remainder of the project, GHD will provide a monthly email report to CPL and NFWB that provides a list of CA/CI tasks completed that month, a summary of CA/CI hours billed that month (with project totals), any outstanding items that require coordination, and any scope/schedule changes.

2. MWBE/SDVOB Participation

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

3. Fee and Schedule

GHD proposes to complete the scope of services outlined above for an hourly not-to-exceed fee of \$89,400 as detailed in Table 1 below. Our fee for construction administration services has been reduced by \$8500 per our discussions on September 8, 2021. This fee assumes the project will be completed by July 2, 2022. GHD will advise the NFWB if there are any other delays or scope changes that could impact our fee.

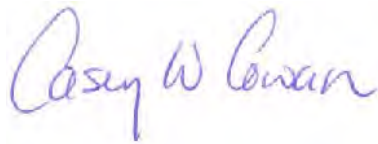
Table 1 Fee Summary

Task	Description	Fee
Task 4	Construction Administration	\$63,600
Task 5	Construction Inspection	\$25,800
TOTAL		\$89,400

Tasks 4 and 5 will be invoiced hourly based on the actual number of person hours expended, and direct expenses will be invoiced at cost plus 5 percent. Invoices shall be due within 30 days from receipt.

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

Regards



Casey Cowan
Senior Project Manager

+1 716 491 1269
casey.cowan@ghd.com

CWC/las

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

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-09-010

POLICY FOR TELECOMMUTING BY CERTAIN EXEMPT EMPLOYEES

WHEREAS, the Niagara Falls Water Board (“Water Board”), in the interest of establishing orderly and uniform policies for its employees, has developed a form policy and agreement for exempt executive employee telecommuting; and

WHEREAS, not all positions are appropriate for telecommuting, and the Water Board policy permits the Executive Director to authorize other exempt employees to telecommute in extraordinary circumstances and not as a routine scheduling tool; and

WHEREAS, the Water Board has established a policy only for exempt employees because a policy for telecommuting by other Water Board employees may require negotiation with collective bargaining representatives;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby adopts the annexed Exempt Executive Employee Telecommuting Policy and Agreement with a revision date of September 16, 2021, and a signed copy of this policy and agreement is to be placed in the personnel file of any exempt executive employee who wishes to telecommute pursuant to the terms of that policy.

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

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

On September 27, 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

Exempt Executive Employee Telecommuting Policy and Agreement

It is the general policy of the Niagara Falls Water Board that its exempt executive employees should be physically present to the extent practicable in order to provide proper supervision and guidance to subordinates. The Water Board recognizes, however, that occasional telecommuting can assist employees in completing projects with fewer distractions and enable productivity when an employee might otherwise use accruals. Further, advances in technology can facilitate productive work from home including video conferencing and the requirements of exempt executive positions often result in work being required outside of a regular schedule. To balance the Water Board's needs and those of its exempt executive employees, the Water Board is establishing the following policy for telecommuting/work-from-home for these employees, subject to revision or revocation at any time.

1. **Eligibility.** This policy applies only to exempt executive employees at the "Director" or "Deputy Director" levels. The Executive Director may approve other exempt employees to telecommute in extraordinary circumstances and not as a routine scheduling tool.
2. **Limitations.** Pursuant to this policy, employees may telecommute up to four days per month, not to exceed two days in any one week. Exceptions for extraordinary circumstances must be approved in writing by the Executive Director for subordinate employees; the Water Board Chairperson must approve exceptions for employees who report directly to the Board.
3. **Approvals.** Requests to telecommute pursuant to this policy shall be approved in advance and in writing by the Executive Director, and permission may be denied or revoked based on the needs of the Water Board. Employees reporting directly to the Board shall advise Board Chairperson and the other employees reporting directly to the Board when telecommuting, and shall be responsible for ensuring that subordinate employees properly are advised.
4. **Time Keeping.** Employees who are telecommuting shall email the appropriate HR contact with the start and stop times for their telecommuting work, so that these times can be entered into the Water Board's timekeeping system.
5. **Hours.** Telecommuting employees are expected to work the same number of hours they would work if in the office. If employees are telecommuting to facilitate attending to a personal matter, they are expected to extend their telecommuting work hours by a corresponding number of hours or to use appropriate accruals.
6. **Verification and Productivity.** This policy may be suspended by the Board or approval of telecommuting may be denied by the Executive Director if a question arises regarding the employee's productivity while working from home. If necessary, the employee's active work periods may be verified through electronic means, reviewing call logs, or other appropriate methods.
7. **Technology.** Employees eligible under this policy have been provided with the means to access their Water Board computers by the IT Department, and agree to be available by phone during normal working hours while telecommuting. Employees who telecommute agree that they will provide at their own expense appropriate computer equipment and a high-speed internet connection.
8. **Compliance With Policies.** Telecommuting employees are expected to comply with all Water Board policies and requirements, as would apply when working in the office.

I understand, accept, and agree to the terms and conditions set forth above:

Employee

Date

Revision Date: 2021-09-16

Erika Schroeder

From: Dave Jaros <djaros@CPLteam.com>
Sent: Thursday, September 09, 2021 6:54 AM
To: Erika Schroeder
Cc: forsternick@yahoo.com; Farris, Bradford
Subject: Tremco Status Report - WTP Roof Project - Part 1

Good morning Erika - The Chairman would like a copy of this email added for the September Work Session. I will get you part 2. Thanks Dave



Dave Jaros

Direct: 716.510.5717

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From: Farris, Bradford <BFarris@tremcoinc.com>
Sent: Friday, September 03, 2021 2:31 PM
To: Dave Jaros <djaros@CPLteam.com>
Subject: Re: WTP Roof Project

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Hi Dave,

Roof Repairs were completed over the last 2 weeks.

Pull tests on the fluid-applied roof restoration test areas will be performed in a week or two.

Brad Farris
Tremco
716-462-8912

From: Dave Jaros <djaros@CPLteam.com>
Sent: Thursday, September 2, 2021 1:28:35 PM
To: Farris, Bradford <BFarris@tremcoinc.com>
Subject: WTP Roof Project

Hi Brad - Please email me a project status update for the NFWB. Thanks Dave

Sent from my iPhone

Weatherproofing Technologies, Inc.

August 16th, 2021

Roof Leak Investigation & Repair Report



Niagara Falls Water Board

Administration Building

Report Prepared for: Rob Rowe

Weatherproofing Technologies, Inc.



In Mid-August 2021, we were requested to assist in verifying the location of “roof leaks” and complete repairs as needed.



One leak location was reported near this “out of service” roof top unit (RTU) located over the main atrium.

Weatherproofing Technologies, Inc.



The repair team removed the heavy stone ballast exposing the layer of landscape cloth.



Further removal of the landscape cloth and the insulation layer allowed access to the roof waterproofing membrane and the base flashing of the RTU.

Weatherproofing Technologies, Inc.



The repair team located one suspect concern in the base flashing membrane.



The base flashing was re-sealed with compatible materials.

Weatherproofing Technologies, Inc.



This overview shows the corner location of that RTU base flashing repair.



We were advised that there has been a greater amount of water leakage reported beyond the small base flashing repair. We decided to utilize a water hose to “wet” down the RTU simulating a rain storm.

Weatherproofing Technologies, Inc.



We opened the “out of service” RTU side panels and noted that these filters were wet indicating contact with moisture.



We suggest that these door seals are not functioning any longer and may be the source of water entry into the RTU and then into the building.

Weatherproofing Technologies, Inc.



We were advised of another leak at the very front entry into the building. We noted that these metal coping joint covers were not full tight, allowing water entry above the reported leaks.



The repair team prepped and sealed the joints to repel water.

Weatherproofing Technologies, Inc.



We were shown another location of a reported roof leak on the upper roof level of the facility. We tested and confirmed that this exhaust vent is no longer tightly sealed. We were able to re-create the reported leak by pouring water into the unit cover.



The repair team noticed another small concern at this expansion joint overlap seal.

Weatherproofing Technologies, Inc.



The loose membrane may be allowing some water entry.



The repair team re-sealed this joint cover while on site.

Weatherproofing Technologies, Inc.



The following week in August, the repair team returned to respond to a reported “roof leak” at this location.



There was no visible evidence of moisture “staining” any of the ceiling tiles in the area.

Weatherproofing Technologies, Inc.



This exhaust unit is located directly above the reported “roof leak”.



The tech rep cleared away the heavy stone ballast.

Weatherproofing Technologies, Inc.



The tech rep also removed the other existing roof assembly components exposing the roof waterproofing membrane.



A close-up inspection of the roof and base flashing showed no sign of opportunity for water entry. The tech rep then re-assembled the roof system. Similar to the other small exhaust unit on the upper roof level, we suggest that water may be entering the building through the unit itself.

Weatherproofing Technologies, Inc.



On Monday August 23rd, Tremco representatives completed the application of some test samples of fluid applied roof system materials directly to the existing waterproofing membrane.



For test purposes, some of the fluid solution samples were pre-primed while others were not.

Weatherproofing Technologies, Inc.



These samples will be left exposed to determine adhesion and compatibility to the existing membrane.

Summary: We believe that the existing roof membrane is very well protected from standard, exposed surface, roof system erosion issues. That protection comes from the gravel ballast, the landscape cloth and the polystyrene insulation layer all located “above” the roof membrane. However, this roof assembly is “original” to the building construction and that age should be considered within any path forward.

Some of the suspect roof top units (RTU’s) are “out of service” and are likely contributing to water entry into the building. If they are no longer needed, it may be prudent to consider removing the units and capping the penetration as needed, diminishing water entry issues.

Last, the sample of the fluid applied materials will provide verification that the existing roof membrane itself can be “restored” to a complete water tight condition for the future. These fluid applied restoration options greatly reduce the disruption of full roof removal and replacement work as well as offering considerable cost savings to the project. These restoration systems also offer long term watertight warranty protection.

We appreciate the opportunity to assist your objectives of maintaining a viable and functional building. Please feel free to contact any one of us at any time.

Frank Banasik 998-2683

Kyle Banasik 572-3691

Brad Farris 462-8912

Mike Wahler 846-4331

Tyler Gotto 799-5316

Andy Stack 939-0944

Erika Schroeder

From: Dave Jaros <djaros@CPLteam.com>
Sent: Thursday, September 09, 2021 7:07 AM
To: Erika Schroeder
Cc: forsternick@yahoo.com; Johnson, David
Subject: Neptune Project Report - Part 1 - NFWB Updates

Hi Erika – The Chairman would like this added to the Work Session agenda. This is part 1. Thanks Dave



Dave Jaros

Direct: 716.510.5717

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From: Johnson, David <djohnson@neptunetg.com>
Sent: Thursday, August 26, 2021 11:33 AM
To: Dave Jaros <djaros@CPLteam.com>
Cc: 'Marcus Anten (manten@tisaes.com)' <manten@tisaes.com>; Bill Wright <bwright@NFWB.org>; Brian Majchrowicz <bmajchrowicz@NFWB.org>; Debbie Richards <drichards@tisaes.com>
Subject: NFWB Updates

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Hello Dave,

Wanted to provide a status update on items we are working on with NFWB personnel:

Neptune System Advisor

Bill Wright and Brian Majchrowicz have provided input data for economic analysis to evaluate payback going to AMI meter system.

Working on completing forms with NFWB feedback and will run the economic payback study next week.

NFWB Meter Reading and Billing Process

Brian M. has been in contact with New World to request definitions on tables used to set up accounts and meter information in software.

He has provided some of the definitions to Debbie R. at Ti Sales who is validating billing files are set up correctly and in turn water bill accuracy.

Need more information from New World to perform complete billing software evaluation.

Large Meter Testing

Meter testing has been completed on 9 large meters this summer. Most have tested within AWWA guidelines.

The casino meter 2" low side was replaced after testing confirmed it was not accurate.

Have requested copies of test sheets to review testing procedures and flow rates.

Regards,
Dave

David E. Johnson

From: Dave Jaros <djaros@CPLteam.com>
Sent: Thursday, September 16, 2021 2:10 PM
To: Sean Costello
Subject: Fwd: Neptune Status Report - Part 2 - NFWB Updates

Sean - Here is 2 - please let me know that you got. Thanks Dave

Sent from my iPhone

Begin forwarded message:

From: Dave Jaros <djaros@cplteam.com>
Date: September 9, 2021 at 7:10:00 AM EDT
To: Erika Schroeder <eschroeder@nfwb.org>
Cc: Nick Forster <forsternick@yahoo.com>, "Johnson, David" <djohnson@neptunetg.com>
Subject: Neptune Status Report - Part 2 - NFWB Updates

Hi Erika – Here is Neptune part 2. I will address at the Work Session. Thanks Dave



Dave Jaros
Direct: 716.510.5717
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From: Johnson, David <djohnson@neptunetg.com>
Sent: Wednesday, September 08, 2021 3:34 PM
To: Dave Jaros <djaros@CPLteam.com>
Subject: NFWB Updates

CAUTION: This email originated from outside of the organization. Only open attachments and click links if you recognize the sender and are expecting this type of content. -CPL Helpdesk

Hello Dave,

Wanted to provide a status update on items we are working on with NFWB personnel:

Neptune AMI System

AMI Project Pricing has been submitted to NFWB personnel.

Bill Wright and Brian Majchrowicz have provided input data for economic analysis to evaluate payback going to AMI meter system.

Working on completing forms with NFWB feedback and will run the economic payback study next week.

Large Meter Testing

Have received copies of NFWB meter field test sheets and having procedures and flow rates reviewed by Neptune.

Should have comments back by next week.

Regards,
Dave

David E. Johnson
Territory Manager Upstate NY
Mobile 585-315-3287 Web www.neptunetg.com

