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AGENDA

Meeting of the Niagara Falls Water Board

September 27, 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. Preliminary Matters

a. 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.) _____

b. Comments from Chairman Forster

c. Letters and Communications

- i. September 14, 2021 DEC Letter Approving Use of Phase II Funds for WWTP Intermediate Pumps**
- ii. Correspondence from City Administrator Extending Operation Agreement to September 29, 2021**
- iii. Correspondence from Bill Wright Regarding Retirement Effective December 23, 2021.**

- a. 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).**

b. Approval of Minutes

- i. Draft July 26, 2021 Meeting Minutes**
- ii. Draft August 9, 2021 Special Meeting Minutes**

2. 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**

3. Superintendent – William Wright

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

4. 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**

5. Personnel Items – John Accardo

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

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

7. 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**

8. Questions Regarding August 2021 Operations and Maintenance Report

9. Safety – John Accardo

10. General Counsel and Secretary – Sean Costello

- a. Proposals for Rate Consultant and Consulting Engineer**
- b. Third Amendment to Operation Agreement**

11. 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

2021-09-011 – ACCEPTING PROPOSAL FOR PROPERTY, LIABILITY, AND UMBRELLA INSURANCE POLICIES

- b. USI Renewal Narrative
- c. Insurance Renewal Proposal

2021-09-012 – ACCEPTING PROPOSAL FOR RATE CONSULTANT SERVICES

- a. Memorandum from Executive Director
- b. Dresher & Malecki Proposal dated September 15, 2021

2021-09-012 – ACCEPTING PROPOSAL FOR CONSULTING ENGINEER SERVICES

- a. Memorandum from Executive Director
- b. AECOM Proposal dated September 15, 2021

2021-09-014 – MASTER CONTRACT FOR WASTEWATER TREATMENT PLANT PROTECTIVE MEASURES PROJECT GRANT

- d. Master Contract No. C000804,

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.
 - 9/20/21 – T. Donner from CPL will prepare a proposal for CPL to do the engineering for the grant-funded work.
- 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.
 - 9/20/21 – Report delivered to NFWB (Copy is in 9/27 Meeting Packet, Minus Appendices).
- d. Caulking Project WTP
 - Exterior caulking complete.
 - Bid for interior caulking awarded at July 2021 meeting; next step is to schedule the work.
 - 9/20/21 – Contractor now has supplied bonds, J. Meyers will get work scheduled.

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.
- 9/20/21 – Report delivered to NFWB (Copy is in 9/27 Meeting Packet, Minus Appendices).

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.
- 9/21/21 – Per M. Eagler, two lift stations will be painted before weather changes.

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.
- 9/20/2021 – Same status, Dr. Zehraoui to contact DOH regarding delay.

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.
- 9/20/2021 – J. Argona will get updated quote for Board approval of radiator replacement.

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.
- 9/20/21 – Report reviewed with Board by D. Jaros.

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.
- 9/20/2021 – Per J. Argona, replacement fixture was satisfactory, more will be ordered, total cost estimated at \$5,000 to \$6,000 to do entire area.

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.
- June 30, 2021 Quote for MUAUs totals \$263,222
- July 19 – D. Williamson and J. Meyers tasked with preparing bid specifications for this project.
- 9/20/2021 – Per J. Meyers, specifications are about 90% complete.

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.
- 9/20/2021 – Three of four pumps are connected to SCADA, Dr. Zehraoui will meet with C. Hotchkiss regarding connecting fourth pump.

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.
- 9/20/21 – Contents of two beds have been moved to bed three, so two beds are available to WTP operations. Contents will be landfilled when dry.

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.
 - 9/20/2021 – Dr. Zehraoui is exploring adding the necessary switch using in-house workers.
- 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.
 - iii. 9/20/2021 – J. Argona estimates cost to complete work will be \$7,000, painter and WTP maintenance have removed much of the old coating.
- 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.
 - iii. 9/20/2021 – D. Williamson directed to look into possible Homeland Security grant to help fund project.

14. New Business & Additional Items for Discussion

- a. **Follow up on Auditors' Recommendations**
 - 9/20/2021 – A plan to address these will be developed during weekly meetings between staff and Chair of Finance Asklar.
- b. **WWTP Camera Installation**
 - 9/20/2021 – 3 cameras are installed, final total will be 11.
- c. **Neptune Meter Project Report**
 - 9/20/2021 – Reports on status were in work session packet.

15. Executive Session (Anticipated for the purpose of considering matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular persons (Public Officers Law § 105(f)).

16. Adjournment of Meeting

William D Wright
2908 Porter Rd
Niagara Falls, NY 14305
716 417 3851

September 27, 2021
Niagara Falls Water Board
5815 Buffalo Ave
Niagara Falls, NY 14304

Dear Dr Z and the Board Members,

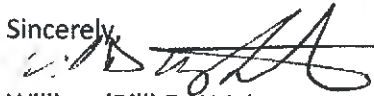
Please accept this letter as formal notice of my retirement from my position as Superintendent at the Niagara Falls Water Board. My last day of employment will be December 23, 2021.

Thank you for giving me the opportunity to work in this position. I have thoroughly appreciated working here and all the opportunities for advancement you have given me. I have enjoyed working together with the board members to help improve the Niagara Falls Water Board.

I would like to thank the rest of the team for all the support you have given me, my Supervisor, Crews in the outside collections and distribution's and meter shop have worked diligently to improve all facets of their division's and I believe it shows.

Please let me know if I can be of any help during this transition, and as always feel free to keep in touch via my contact information above.

Sincerely,



William (Bill) D Wright



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 SEQ
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 SEQ
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.

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 of \$5,277 per employee, \$10,354 total.	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
Patrick Fama	Microbiologist	WTP Lab	\$66,502 annually	Retirement effective October 15, 2021
William Wright	Superintendent	Administration	\$79,960 annually	Retirement effective December 23, 2021.

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

**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

860.255.3503

www.kinsleypower.com

Page 4 of 6

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	1	\$ 8,000.00	\$ 8,000.00 \$ 0.00
Total Trade Allowance			\$ 8,000.00
JOHN DEERE 310SK LOADER BACKHOE PayOff	1	\$ 37,000.00	\$ 37,000.00 \$ 0.00
Total Trade Allowance			\$ 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

Salesperson : X

Accepted By : X

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

Salesperson : X

Accepted By : X

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.



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: 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.



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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: 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	Selling Price	Qty	Extended
2021 TRAIL KING TK24LP 24,000 LBS Tilt Trailer~ Sourcewell Contract- 121918-TKI	\$ 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.

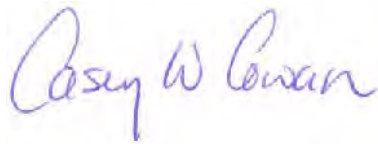
Table 1 Fee Summary

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

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-09-011

**ACCEPTING PROPOSAL FOR PROPERTY,
LIABILITY, AND UMBRELLA INSURANCE POLICIES**

WHEREAS, the Niagara Falls Water Board, in order to manage risks and to protect the entity against losses from accidents and disasters, secures insurance policies for loss to property and for various liability exposures; and

WHEREAS, the Water Board's current property, liability, and umbrella policies expire on October 18, 2021; and

WHEREAS, USI, the Water Board's insurance broker, presented an insurance proposal dated September 22, 2021 for these coverages for the October 18, 2021 to October 18, 2022 policy period; and

WHEREAS, the total estimated premium for the insurance policies recommended by USI is \$523,893.80;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED that on behalf of the Niagara Falls Water Board, the Executive Director hereby is authorized to accept the September 22, 2020 insurance proposal from USI and to pay to the underwriting companies the premiums therefor, with a total estimated premium of \$523,893.80.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FA 0432.000/GA 0432.000 (Property Insurance)
FA 0433.000/GA 0433.000 (Liability Insurance)
Budget Line Provided by: B. Majchrowicz
Available Funds Confirmed by: B. Majchrowicz Note: Balance of premium will be paid from 2021 budget.

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



USI Insurance Services
726 Exchange Street
Suite 618
Buffalo, NY 14210
www.usi.com

Niagara Falls Water Board

2021-22 Renewal Narrative

In 2021 we have seen an increasing hardening in the market across all lines and classes of business. We have seen major increases in the Liability classes and particularly in the Umbrella and Excess lines, where premiums are doubling and tripling from year to year. Reduced capacity is also a significant issue.

Overall for peer classes (Water Boards, Water Authorities) we are seeing an average overall rate increase of 10-12%

Given, the hardening market, for the 2021 term we did approach HCC and Travelers for rate indications.

At this time HCC is increasing rates by about 10-12% on renewals and due to major deviations in the coverage provided we declined to pursue further. HCC includes cost of defense within the policy limits and all coverage subject to a Self-Insured Retention in lieu of the current deductible program with Zurich. HCC is not a viable option compared to the Zurich program with either price or coverage at this time.

We had initial discussion with Travelers on pricing and declined to pursue further. Travelers will not offer competitive pricing at this time. Initial indications were 15% higher than our renewal indication.

Zurich is increasing rates on average by 8-10% for peer accounts. Due to the favorable performance of the Niagara Falls Water Board, we were able to hold the overall rate/premium increase to 5% which is very good in this market. The majority of the rate increase was with the Umbrella at about 10%. As stated above, we are seeing Umbrella increases across all classes of business in New York. The Umbrella market is very hard and difficult to place. Given the state of the market, I'm happy with the outcome of a 10% increase on the Umbrella. The 5% overall increase is extremely reasonable based on what we are seeing.

Zurich continues to offer defense in addition to the policy limits and continues to offer a deductible program instead of a self-insured retention. All other policy terms remain the same as last year.

With regards to quoting Auto Physical Damage, we did request a quote. The underwriter will need a schedule of the cost new for each vehicle in order to rate this. Once we provide, this can be quoted and endorsed at any time during the policy term.



Insurance Proposal

September 22, 2021

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

Client Name	Niagara Falls Water Board	USI Account Manager:	Jennifer Kirwan, CPCU
Mailing Address	5815 Buffalo Avenue	Phone Number:	716-314-2041
	Niagara Falls, NY 14304	Email:	Jennifer.Kirwan@usi.com

Named Insured:	Niagara Falls Water Board		
Policy Type:	Package, Professional, Umbrella		
Proposed Policy Term:	10/18/2021 – 10/18/2022	Quote Expires:	10/18/2021
Insurance Carrier:	Zurich		
Carrier Financial Rating:	A+	<input checked="" type="checkbox"/> Carrier Admitted	<input type="checkbox"/> Carrier Non-Admitted
Minimum Earned Premium, if applicable		Policy Subject to Audit	<input type="checkbox"/>
Summary of Proposed:	See attached Carrier Proposal		
Total Estimated Premium:	\$523,894	Terrorism included	<input checked="" type="checkbox"/>

Requirements to Effect Coverage	<input checked="" type="checkbox"/> Signed Application	<input type="checkbox"/> Payment in full or completed premium finance agreement
	<input type="checkbox"/> Signed Terrorism Disclosure Notice	<input type="checkbox"/> Make check payable to: PAYABLE NAME
	<input type="checkbox"/> Signed Carrier Rating Notification if financial rating is less than A-	<input checked="" type="checkbox"/> Authorization to order coverage
	<input type="checkbox"/> Signed Surplus Lines Disclosure and Acknowledgement	<input type="checkbox"/> Verification of Named Insured

Other Information

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. We can provide coverage for such items such as, but not limited to: flood, earthquake, wind, crime and cyber liability.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.



Important Provisions

Building Vacancy Provision – Coverage may be restricted or excluded for any Building found to be vacant for a minimum of 30 consecutive days or longer subject to all other policy terms and conditions. If any of your covered buildings meet this description **at any time during the policy period**, please contact us so we can assist you in maintaining appropriate coverage.



USI Disclosures

COMMISSION DISCLOSURE POLICY: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.



AM Best Disclosures

Changes in the international insurance market have affected the ability of insurance brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. Some insurance carriers have suffered significant losses that may jeopardize their financial stability. Changes in an insurance company's financial condition can, of course, affect its ability to pay claims.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines of A- based on the A. M. Best Ratings of insurance companies. The A.M. Best Company is a recognized publisher of information concerning insurers based on many factors including financial stability. [A. M. Best's current rating scale is attached.](#)



Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++, C+	Marginal
B++, B+	Very Good	C and C-	Weak
D	Poor	F	In Liquidation
E	Under Regulatory Supervision	S	Rating Suspended

FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class	I	Less than	1,000
Class	II	1,000	to 2,000
Class	III	2,000	to 5,000
Class	IV	5,000	to 10,000
Class	V	10,000	to 25,000
Class	VI	25,000	to 50,000
Class	VII	50,000	to 100,000
Class	VIII	100,000	to 250,000
Class	IX	250,000	to 500,000
Class	X	500,000	to 750,000
Class	XI	750,000	to 1,000,000
Class	XII	1,000,000	to 1,250,000
Class	XIII	1,250,000	to 1,500,000
Class	XIV	1,500,000	to 2,000,000
Class	XV	2,000,000	to or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1	Insufficient Data	NR-2	Insufficient Size and/or Operating Experience
NR-3	Rating Procedure Inapplicable	NR-4	Company Request
NR-5	Not Formally Followed		



Coverage	2020-21 Premium	2021-22 Premium
Package – Total	\$378,742	\$395,928
Professional Liability	\$57,763	\$59,496
Umbrella	\$61,964	\$68,470
Total	\$498,469	\$523,894



Please keep in mind coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated 9/22/21 we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

[illegible]

Date Signed



**MUNIPLUS™ PROPOSAL
PACKAGE/PROFESSIONAL/UMBRELLA
NIAGARA FALLS WATER BOARD & NIAGARA FALLS PUBLIC**

ISSUE DATE: 9/21/2021
VALID THROUGH: 10/17/2021
INSURED: Niagara Falls Water Board & Niagara Falls Public
TERM: 10/18/2021 to 10/18/2022

UNDERWRITING COMPANY:

Primary Package (Property, Crime, General Liability, Auto Liability)	Zurich American Insurance Company (Admitted Paper) AM Best Rating A+ XV
Primary Professional Liability (Public Officials, EPL):	Zurich American Insurance Company (Admitted Paper) AM Best Rating: A+ XV
Umbrella:	Zurich American Insurance Company (Admitted Paper) AM Best Rating: A+ XV

PREMIUM AND PAYMENT TERMS:**

Package Premium: **	\$384,363.00
Professional Premium:	\$59,496.00
Umbrella Premium:	\$67,792.00
Subtotal Premium without TRIA:	<hr/> \$511,651.00
Property TRIA Premium:	\$6,440.00
Liability TRIA Premium:	\$606.00
Umbrella TRIA Premium:	\$678.00
Risk Engineering Resources Fee	\$250.00
NY Motor Vehicle Fee	\$380.00
NYFF	\$3,888.80
TOTAL PREMIUM (incl. TRIA/Fees)	<hr/> \$523,893.80 <hr/>

LIMITS and DEDUCTIBLES: See attached

***Premium is due at inception, payable in 30 days. Any state surcharges and fees are in addition to and not considered premium.*

COVERAGE SUMMARY OF LIMITS, DEDUCTIBLES & RETENTIONS:

LINES OF BUSINESS (Sublines/Sublimits)	LIMIT	AGGREGATE	DEDUCTIBLE/ RETENTIONS	COVERAGE TRIGGER
Property (Valuation—RCV)	\$322,436,906	Blanket	See Exhibit A	Occurrence
See Exhibit A				
Equipment Breakdown				
Property Damage (PD)	\$322,436,906	N/A	See Property Deductible	Occurrence
Spoilage	\$100,000 per Occurrence	N/A	See Property Deductible	Occurrence
Expediting Expense	Included in Property Extra Expense Limit	N/A	See Property Deductible	Occurrence
Pollutant Clean Up & Removal	Included in Property	\$250,000	See Property Deductible	Occurrence
Service Interruption	Included in Property Business Interruption /Extra Expense	N/A	See Property Deductible	Occurrence
Crime				
Employee Theft—Per Loss	\$100,000	Included	\$5,000	Occurrence
Theft, Disappearance & Destruction				
Inside	\$25,000	Included	\$5,000	Occurrence
Outside the Premises	\$25,000	Included	\$5,000	Occurrence
Faithful Performance	Included	Included	\$5,000	Occurrence
Auto Liability	\$1,000,000	CSL	\$100,000	Accident
See Exhibit B				
Personal Injury Protection (KY, NY, PA)	Included	N/A	N/A	Accident
Medical Payments (except KY)	\$10,000	N/A	N/A	Accident
Uninsured Motorist	\$50,000	N/A	N/A	Accident
Underinsured Motorist	\$50,000	N/A	N/A	Accident
Hired Auto Liability	\$1,000,000	N/A	N/A	Accident
Non-Owned Auto Liability	\$1,000,000	N/A	N/A	Accident
General Liability	\$1,000,000	\$3,000,000	\$100,000	Occurrence
See Exhibit B				
Damage to Property Rented to You	\$1,000,000 (any one premises)	Included	\$100,000	Occurrence
Medical Benefits	\$10,000 (any one person)	Included	N/A	Occurrence
Personal & Advertising Injury	\$1,000,000 (any one person or organization)	Included	\$100,000	Occurrence
Products Completed Operations	\$1,000,000	\$3,000,000	\$100,000	Occurrence
Employee Benefits Liability	\$1,000,000	\$3,000,000	\$1,000	Occurrence

LINES OF BUSINESS (Sublines/Sublimits)	LIMIT	AGGREGATE	DEDUCTIBLE/ RETENTIONS	COVERAGE TRIGGER
Public Officials Liability Retroactive Date: 1/1/1999 See Exhibit C	\$1,000,000	\$3,000,000	\$100,000	Claims Made
Non-Monetary	\$25,000	\$25,000	N/A	Claims Made
Crisis Management	\$5,000	\$5,000	N/A	Claims Made
Employment Practices Liability Retroactive Date: 1/1/1999 See Exhibit C	\$1,000,000	\$3,000,000	\$100,000	Claims Made
Umbrella	\$10,000,000	\$10,000,000	\$10,000 SIR	Follows Underlying

ALLIED PUBLIC RISK
EXHIBIT A – PROPERTY COVERAGE PART
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

PROPERTY COVERAGE PART			
Insured:	Niagara Falls Water Board & Niagara Falls Public	State:	NY
Covered Locations:	Per Statement of Values: Blanket coverage applies unless otherwise noted		
Coinurance:	90%		
Valuation:	Replacement Cost/Agreed Value	Form:	Special Form (including theft)

LIMITS	DEDUCTIBLE	COVERAGES (All coverage listed below applies per occurrence.)
\$322,436,906	\$50,000	Buildings
Included	Per Policy Deductible	Business Personal Property
Included in Building Limit	\$50,000	Pump and Lift Stations
\$5,000,000	2.00%	Earthquake
\$10,000,000	\$100,000	Flood (Only available for Zone C, X (Unshaded), X500, B and X (Shaded)) Zurich/APR cannot warrant or provide information as to what zone(s) a specific location/address is situated in. Flood zones can and do change. It is ultimately the responsibility of the insured and their insurance advisor to determine if the flood zones and flood limits proposed are adequate for their needs.
Not quoted	N/A	Named Storm Deductible – Minimum Deductible of N/A
Included in Building Limit	Per Policy Deductible	Equipment Breakdown

PUBLIC ENTITY ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS			
LIMITS	DEDUCTIBLE	ADDITIONAL COVERAGE	
Included in Building Limit	Per Policy Deductible	Collapse -Abrupt collapse of a building or covered property. ISO Causes of Loss – Special Form	
25% of direct physical loss of or damage to covered property plus the deductible in the policy applicable to that loss or damage.	Per Policy Deductible	Debris Removal - We will pay for your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days .	
\$300,000 Per Location/Per Occurrence	Per Policy Deductible	Additional Debris Removal Expense – eligible if one or both of the explained circumstances apply.	
\$50,000	No Deductible	Fire Department Service Charge - Provides coverage for your liability for fire department service charges when the fire department is called to save or protect your covered property.	
\$250,000	Per Policy Deductible	Pollutant Clean up and Removal - During each separate 12 month period	
\$500,00	\$500 Deductible	Accounts Receivable (Per Occurrence Premises Limit)	
\$15,000 per animal	\$500 Deductible	Animal Mortality	Coverage is provided for loss caused by the death or destruction of your animals used for police department canine or equestrian patrol. \$100,000 annual aggregate
Included in Business Personal Property Limit	Per Policy Deductible	Building Glass - Tenant	
Included in the Building Limit	Per Policy Deductible	Building Ordinance or Law Coverage	Coverage A (Undamaged Building Coverage)
\$1,000,000 per building/per loss	Per Policy Deductible		Coverage B (Demolition)
	Per Policy Deductible		Coverage C (Increased Cost of Construction)

ALLIED PUBLIC RISK
EXHIBIT A – PROPERTY COVERAGE PART
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

LIMITS	DEDUCTIBLE	ADDITIONAL COVERAGE
\$1,000,000 per occurrence	Per Policy Deductible	Business Income and Extra Expense – Including Relocation Expenses and Costs to Equip and Operate the Replacement or Temporary Location, Civil Authority, Alterations and New Buildings, Extended Business Income up to 60 days, Interruption of Computer Operations and Food Contamination.
\$100,000	Per Policy Deductible	Food Contamination (Annual Aggregate Limit of Insurance)
\$100,000		Newly Acquired Location (Limit of Insurance Per Occurrence)
\$100,000		Utility Services Time Element (Limit of Insurance Per Occurrence)
\$100,000		Sales Tax Revenue Loss (Limit of Insurance Per Occurrence)
Increased Period to Comply with Ordinance or Law	No Deductible	Period of Restoration
\$50,000 any one occurrence	Per Policy Deductible	Electrical Utility Service Interruption – Direct Damage
\$10,000 Per Item \$100,000 Per Loss	\$500 Deductible	Fine Arts - Per Item and Per Loss Limit
\$25,000 annual aggregate	Per Policy Deductible	Fire Protective Device Recharge
Included in Building Limit	Per Policy Deductible	Foundations, Underground Pipes, Flues or Drains within 1,000 feet of described premises
\$100,000 any one occurrence \$5,000 maximum per item	\$500 Deductible	Grounds Maintenance Equipment
\$25,000 per occurrence	No Deductible	Inventory Costs, Preparation of Claim
\$2,000,000 each building \$1,000,000 contents	Per Policy Deductible	Newly Acquired or Constructed Property - Each Building Limit/Contents Limit
\$20,000	Per Policy Deductible	Non-Owned Detached Trailers
\$250,000 per location per occurrence	Per Policy Deductible	Outdoor Property (specific perils) - includes but not limited to Fences, Park Benches, Flagpoles, Communication Towers, Golf Course Greens, etc.
\$100,000 per loss	Per Policy Deductible	Paved Surfaces (limited perils)
\$25,000 each described premises	Per Policy Deductible	Personal Effects and Property of Others
\$100,000 per occurrence	\$500 Deductible	Portable Audio Visual and Communications Equipment
\$100,000	\$500 Deductible	Portable Emergency Response Equipment
\$100,000 per occurrence	\$500 Deductible	Portable Equipment Used in Your Law Enforcement Operations and Your Public Safety Operations
1,000 Ft.	Per Policy Deductible	Premises Boundary Increase Distance
\$100,000 per Occurrence	Per Policy Deductible	Property Off-Premises Including Transit (including property at fairs, trade shows and exhibitions)
\$100,000 per occurrence	Per Policy Deductible	Sewer Backup
\$100,000 each described premises	Per Policy Deductible	Theft of Building Materials and Supplies
\$100,000 per occurrence	\$500 Deductible	Traffic Lights, Traffic Signs, Parking Meters, Fire Hydrants, Guard Rails, Bus Shelters
\$500,000 each described premises	\$500 Deductible	Valuable Papers and Records (Other than Electronic Data) 1,000 feet of described premises

ALLIED PUBLIC RISK (NEW YORK)
EXHIBIT B –GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGE PARTS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

General Liability Coverage Part	
Limits	Coverage Enhancement
\$1,000,000	Sexual Abuse/Molestation Limit - \$100,000 Retention
\$1,000,000	Sexual Abuse/Molestation Aggregate
Included	Broad Governmental-Specific Definition of Insured
Included	Employees/Volunteers as Insureds
Included	Watercraft Liability (up to 51 feet)
Included	Good Samaritan Liability
Included	Herbicide / Pesticide Application
Included	Host Liquor Liability
Included	Broadened Contractual Liability
Included	Limited Contractual Liability for Personal Injury
Included	Broadened Property Damage Liability
Included	Broadened Pollution for Municipal Exposures (including herbicides/ pesticides, swimming pool maintenance, water and sewer operations, salt)

For water-related entities:

Limits	Coverage Enhancement
\$1,000,000	Failure to Supply
Included	Pollution exceptions for Potable Water Operations
Included	Use of Chemicals, Gas or Propane in your Water Operations
Included	Escape or Back-up from the Treatment Facility or Insured's Piping
Included	Elimination of Asbestos and Lead Exclusion wording relating to Potable Water

ALLIED PUBLIC RISK (NEW YORK)
EXHIBIT B –GENERAL LIABILITY AND COMMERCIAL AUTOMOBILE COVERAGE PARTS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

New York Commercial Automobile See Schedule of Vehicles		Number of Vehicle Units Quoted 56
Limits	Coverage	
Included	Employees and Volunteers as Insureds	
Not Included	Mutual Aid	
Not Included	Supplemental Spousal	
Included	Fellow Employee Coverage	

ALLIED PUBLIC RISK
EXHIBIT C – PROFESSIONAL LIABILITY COVERAGES, ENHANCEMENTS and EXTENSIONS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

Public Officials Liability	
Coverage Features:	
Claims Made and Reported Form	
Defense in Addition to Limit	
Sublimit for Defense for Non-Monetary claims	
Modified Consent to Settle Clause with hammer clause at only 50% participation	
Includes a broad definition of Loss including: Punitive Damages, Exemplary Damages or Multiple Damages , where insurable under applicable law. Most favorable jurisdiction wording applies.	
Civil Rights coverage is provided.	
Crisis Event coverage for public officials is provided.	

ALLIED PUBLIC RISK
EXHIBIT C – PROFESSIONAL LIABILITY COVERAGES, ENHANCEMENTS and EXTENSIONS
PROPOSED INSURED: Niagara Falls Water Board & Niagara Falls Public

Employment Practices Liability
Coverage Features:
Claims Made and Reported Form
Defense in Addition to Limit
Third Party Discrimination Liability is included (harassment provided)
Civil Right coverage is provided
Crisis Event Coverage is provided
Business invitee (Third Party) Liability covering Emotional Distress, Sexual Harassment, Discrimination and other allegations
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings, subject to exclusions
Includes a broad definition of Loss including: Punitive Damages, Exemplary Damages or Multiple Damages , where insurable under applicable law. Most favorable jurisdiction wording applies.

POLICY CONDITIONS

TERRITORY: United States and its territories or possessions

NON-AUDITABLE: The Policy is not subject to audit

GENERAL CONDITIONS:

- Coverage is not auditable, except in New York.
- The Business Auto Coverage requires 17-digit VIN numbers. The insured's policy cannot be released without this information.
- We require that the insured perform MVR reviews annually on all drivers and prior to hiring new drivers. By accepting this insurance policy, the insured confirms they have in place or agrees to adopt driver selection procedures and safe driving standards that include specific violation conditions indicating when an employee will not be allowed to operate entity vehicles or motorized equipment. These procedures will be subject to loss control review.
- Provide list of all Additional Insured - Loss Payees including their insurable interest for Auto and Property Exposures.
- Claim Reporting - Zurich North America- Claim Call Center - 800-987-3373. E-mail: usz_carecenter@zurichna.com. Fax: 877-962-2567 (877-ZNA-CLAIMS). Mail: Zurich Programs, PO Box 968017, Schaumburg, IL 60196-8017. Website: www.zurichna.com/claims.

SPECIFIC ADDITIONAL CONDITIONS:

- Our Minimum APD Deductibles for vehicles over \$100,000 and Under \$200,000 is \$1,000/\$1,000.

This quotation represents the Company's proposed terms and conditions, which may not include all of the requested terms and conditions. No warranty is made or implied with respect to the total compliance to bid specifications or applications

EXCLUSIONS:

Specifically excluded exposures include, *but are not limited to* the following. Please check provided policy specimen forms closely. Specific specimen exclusionary language will be provided upon request.

GENERAL:	Asbestos, Lead, Silica, Nuclear, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Communicable Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Violation of Economic or Trade Sanctions.
PROPERTY	Exclusions as stated on the Building and Personal Property Coverage Form. Flood does not apply to any location(s) situated in a “special flood coverage area” as determined by the Federal Emergency Management Agency (FEMA). These areas are currently designated by FEMA as zones A, AE, AO, AH, A1-A30, A99, AR, AR/AE, AR/AO, AR/A1-A30, AR/AH, AR/A,V, V1-V30, VE, VO, X500, XFUT, B, XB, and X500 and on a FEMA Flood Rate Map, shaded X. Any area later designated by FEMA as a “special flood coverage area” at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a “special flood coverage area” designated at the time of a Covered Cause of Loss is not subject to this limitation.
EQUIPMENT BREAKDOWN:	Exclusions as stated on the Equipment Breakdown Endorsement.
INLAND MARINE:	
CRIME:	Exclusions as stated on the Crime coverage form.
BUSINESS AUTO/ BUSINESS AUTO PHYSICAL DAMAGE:	Exclusions as stated on the Business Auto Coverage Form, including but not limited to Racing, and the Business Auto Physical Damage Coverage Form.
GENERAL LIABILITY:	Exclusions as stated on the Commercial General Liability Coverage Form including but not limited to: Dams, Aircraft, Airport, Mold, Pollution, Asbestos (except as provided for in the Water Enhancement Endorsement), Lead Contamination, Silica, Electronic Data, Electronic Vandalism, Employers Liability (Stop Gap), Law Enforcement, Securities, Underground Storage Tanks, Workers Compensation. Policy excludes fireworks; however, the exclusion can be deleted on a display by display basis supported by the date of display and a copy of the contract with the pyrotechnic company for review.
LAW ENFORCEMENT:	

PUBLIC OFFICIALS:	Exclusions as stated on the Public Officials Liability Insurance Policy, including but not limited to: Distribution of Material in Violation of Statutes; Electronic Data; Electric Vandalism; Eminent Domain/Inverse Condemnation; Fiduciary, Financing, Taxes; Fines and Penalties; Fraudulent or Dishonest Acts; Maintain Insurance; Non-Monetary; Professional Services; Prior Notice, Pending or Prior Legal Action; Violations of Laws; Workers Compensation; Securities.
EMPLOYMENT PRACTICES:	Exclusions as stated on the Employment Practices Liability Insurance Policy, including but not limited to: Fiduciary, Employee Benefits, Fraudulent or Dishonest Acts, Labor Disputes, Maintain Insurance, Non-Monetary, Prior Notice, Prior or Pending Legal Action, Violation of Laws, Wage and Hour Law, Workers Compensation.
UMBRELLA:	Exclusions as stated on the Umbrella Coverage form

THE FOLLOWING ITEMS ARE DUE AT THE TIME OF BINDING:

- Signed and Dated Public Entity Application, preferably the Allied Public Risk Application.
- Terrorism: Please refer to the attached Policyholder Disclosure Notice of Terrorism Insurance Coverage for the TRIA quote. This Proposal includes coverage for the TRA (Terrorism Risk Insurance Program) Reauthorization Act of 2015. The insured has the option to reject terrorism coverage. If the insured elects to reject the coverage, the attached Disclosure Notice of Terrorism Insurance Coverage must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included.
- Signed and Dated Uninsured/Underinsured Motorist Selection /Rejection Form.
- Optional Supplemental Spousal Liability Premium is available. Please refer to the Supplemental Spousal Liability Coverage Selection/Rejection Form for the annual premium. If desired, remit the Signed and Dated Supplemental Spousal Liability Coverage Selection/Rejection Form at time of bind request.
- Copy of the latest Dam Inspection reports and the insureds response to inspection deficiencies if any.
- Signed Statement of Values.
- Insured's FEIN Number.
- Provide Name, Phone Number and Email Address for both the Risk Manager and the Boiler & Machinery Inspection contacts.
- Provide a complete driver schedule including name, date of birth and license number.

ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021 - 10/18/2022

TRANS TYPE*	LOC ID	BLDG NUM	ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	1	1	10016 Colvin Bld	Pump Station	\$96,200	\$1,100	\$97,300	100.0000%
E	2	1	1002 Falls Street	Regulator 11A/11B	\$37,500	\$0	\$37,500	100.0000%
E	3	1	1124 Military Road	Lift Station	\$22,500	\$0	\$22,500	100.0000%
E	4	1	1201 Buffalo Avenue	Sewage Treatment Plant Main Plant	\$165,898,900	\$11,705,000	\$177,603,900	0.0563%
E	4	2	1201 Buffalo Avenue	Sewage Treatment Plant Power Substation	\$10,000	\$0	\$10,000	100.0000%
E	4	3	1201 Buffalo Avenue	Sewage Treatment Plant Storage & Office	\$10,000	\$0	\$10,000	100.0000%
E	4	4	1201 Buffalo Avenue	Sewage Treatment Plant Scum Collection	\$10,000	\$0	\$10,000	100.0000%
E	4	5	1201 Buffalo Avenue	Sewage Treatment Plant Gate House	\$10,000	\$0	\$10,000	100.0000%
E	4	6	1201 Buffalo Avenue	Sewage Treatment Plant Gate House	\$10,000	\$0	\$10,000	100.0000%
E	4	7	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.0000%
E	4	8	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.0000%

*Trans type – N-New, E-Existing, M-Modified, PD, Previously Deleted, D-Deleted

ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021 - 10/18/2022

TRANS TYPE*	LOC ID	BLDG NUM	ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	4	9	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.0000%
E	4	10	1201 Buffalo Avenue	Sewage Treatment Plant Storage	\$10,000	\$0	\$10,000	100.0000%
E	4	11	1201 Buffalo Avenue	Sewager Treatment Plant Storage	\$15,000	\$0	\$15,000	100.0000%
E	5	1	1565 101st Street	Lift Station	\$47,400	\$0	\$47,400	100.0000%
E	6	1	1757 Falls Street	Regulator 9	\$18,000	\$0	\$18,000	100.0000%
E	7	1	1780 Beech Avenue	Steel Water Tank	\$4,266,700	\$0	\$4,266,700	2.3437%
E	8	1	201 22nd Street	Gas Monitor Station	\$18,000	\$0	\$18,000	100.0000%
E	9	1	215 27th Street	SSI Monitor Station	\$18,000	\$0	\$18,000	100.0000%
E	10	1	227 12th Street	Regulator 10	\$18,000	\$0	\$18,000	100.0000%
E	11	1	300 27th Street	Regulator 4A	\$18,000	\$0	\$18,000	100.0000%
E	12	1	300 4th Street	Regulator 12	\$18,000	\$0	\$18,000	100.0000%
E	13	1	305 Hyde Park	Regulator 6A/6B	\$37,500	\$0	\$37,500	100.0000%
E	14	1	315 19th Street	Regulator	\$18,000	\$0	\$18,000	100.0000%
E	15	1	315 21st Street	Regulator 3A	\$37,500	\$0	\$37,500	100.0000%

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ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021 - 10/18/2022

TRANS TYPE*	LOC ID	BLDG NUM	ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	16	1	315 22nd Street	Regulator 2A/2B	\$18,000	\$0	\$18,000	100.0000%
E	17	1	400 30th Street	Regulator 5	\$18,000	\$0	\$18,000	100.0000%
E	18	1	440 56th Street	Steel Water Tank	\$4,266,700	\$0	\$4,266,700	2.3437%
E	19	1	4400 Royal Avenue	SSI Monitor Station	\$18,000	\$0	\$18,000	100.0000%
E	20	1	4700 Royal Avenue	SSI Monitor Station	\$18,000	\$0	\$18,000	100.0000%
E	21	1	4800 Pen Street	Gas Monitor Station	\$18,000	\$0	\$18,000	100.0000%
E	22	1	539 Cayuga Drive	Pump Station	\$18,700	\$0	\$18,700	100.0000%
E	23	1	5601 Buffalo Avenue	Lift Station	\$18,000	\$0	\$18,000	100.0000%
E	24	1	5815 Buffalo Avenue	Main Water Treatment	\$98,318,585	\$6,583,121	\$104,901,706	0.0953%
E	24	2	5815 Buffalo Avenue	Chlorine Water Treatment	\$5,000	\$0	\$5,000	100.0000%
E	24	3	5815 Buffalo Avenue	Power back-up/Screening Water Treatment	\$5,000	\$0	\$5,000	100.0000%
E	24	4	5815 Buffalo Avenue	Water Treatment Storage	\$5,000	\$0	\$5,000	100.0000%
E	24	5	5815 Buffalo Avenue	Water Treatment Storage	\$5,000	\$0	\$5,000	100.0000%
E	24	6	5815 Buffalo Avenue	Water Treatment Security/Storage	\$5,000	\$0	\$5,000	100.0000%

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ALLIED PUBLIC RISK – STATEMENT OF VALUES
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021 - 10/18/2022

TRANS TYPE*	LOC ID	BLDG NUM	ADDRESS	BUILDING DESCRIPTION	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	EARTHQUAKE DEDUCTIBLE %
E	24	7	5815 Buffalo Avenue	Water Treatment/Pump House	\$50,000	\$0	\$50,000	100.0000%
E	25	1	8020 Stephenson Avenue	Lift Station	\$23,000	\$0	\$23,000	100.0000%
E	26	1	8025 Frontier Avenue	Lift Station	\$65,000	\$0	\$65,000	100.0000%
E	27	1	8090 W. Rivershore	By-Pass Pump Station	\$20,000	\$0	\$20,000	100.0000%
E	28	1	8643 Griffin Avenue	Lift Station	\$20,000	\$0	\$20,000	100.0000%
E	29	1	920 Whirlpool Street	Gorge Pump Station	\$30,471,500	\$59,000	\$30,530,500	0.3275%
E	30	1	932 91st Street	Lift Station	\$27,000	\$0	\$27,000	100.0000%

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ALLIED PUBLIC RISK –AUTO SCHEDULE
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	1	2018	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B61JEB73778	Actual Cash Value
E	2	2018	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B67JEB73669	Actual Cash Value
E	3	2018	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP2JFC47776	Actual Cash Value
E	4	2018	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP0JFC47775	Actual Cash Value
E	5	2018	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP9JFC47774	Actual Cash Value
E	6	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD5JUB76465	Actual Cash Value
E	7	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD7JUB76466	Actual Cash Value
E	8	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD9JUB76467	Actual Cash Value
E	9	2018	FORD	TRANSIT	\$0	No Coverage	No Coverage	NM0LS6E74J1369890	Actual Cash Value
E	10	2017	FORD	F350	\$0	No Coverage	No Coverage	1FDRF3H69HEF40344	Actual Cash Value
E	11	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EPSHFB97501	Actual Cash Value
E	12	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP3HFC41382	Actual Cash Value
E	13	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EP3HFA06593	Actual Cash Value
E	14	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTE1WEP1HFB47212	Actual Cash Value
E	15	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTEW1EPOHFC19047	Actual Cash Value
E	16	2017	FORD	F150	\$0	No Coverage	No Coverage	1FTFW1EF2HFB79596	Actual Cash Value

***Type Codes E-Existing, N-New, M-Modified, D-Deleted, PD-Previously Deleted

ALLIED PUBLIC RISK –AUTO SCHEDULE
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	17	2017	FORD	F150	\$0	No Coverage	No Coverage	1FT7X2B66HEC35864	Actual Cash Value
E	18	2017	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B66HEC88404	Actual Cash Value
E	19	2017	FORD	FUSION E	\$0	No Coverage	No Coverage	3FA6POPU5HR148189	Actual Cash Value
E	20	2017	FORD	FUSION E	\$0	No Coverage	No Coverage	3FA6POPUSHR345850	Actual Cash Value
E	21	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	IGCVKNEC2GZ303044	Actual Cash Value
E	22	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC8GZ305929	Actual Cash Value
E	23	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC1GZ303620	Actual Cash Value
E	24	2016	FORD	F350	\$0	No Coverage	No Coverage	1FD8W3H67GEA44727	Actual Cash Value
E	25	2015	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU0F73FUC81665	Actual Cash Value
E	26	2015	FORD	E250	\$0	No Coverage	No Coverage	1FT7W2B67FED69508	Actual Cash Value
E	27	2015	FORD	F350	\$0	No Coverage	No Coverage	1FT8W3B67FEB07157	Actual Cash Value
E	28	2013	FORD	F250	\$0	No Coverage	No Coverage	1FTBF2B6XDEB30574	Actual Cash Value
E	29	2018	JOHN DEER 410	BACKHOE	\$0	No Coverage	No Coverage	1T0410LXCJF324839	Actual Cash Value
E	30	2018	John Deer 35	Mini Excavator	\$0	No Coverage	No Coverage	1FF0356XLJK281945	Actual Cash Value
E	31	2014	John Deer 310	BACKHOE	\$0	No Coverage	No Coverage	1T03105KJEE265634	Actual Cash Value
E	32	2011	New Holland	BACKHOE	\$0	No Coverage	No Coverage	NBHH01706	Actual Cash Value
E	33	2018	WESTERN STAR	BIG RED 4700	\$0	No Coverage	No Coverage	5KKHAVDV4JLJZ2301	Actual Cash Value

***Type Codes E-Existing, N-New, M-Modified, D-Deleted, PD-Previously Deleted

ALLIED PUBLIC RISK –AUTO SCHEDULE
 Zurich American Insurance Company
 INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
 POLICY YEAR EFFECTIVE: 10/18/2021

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	34	2018	TRAILER KING	TK12U TILT-UTILITY TRAILER	\$0	No Coverage	No Coverage	1TKU02624JR047656	Actual Cash Value
E	35	2017	FORD	E350 CUTAWAY	\$0	No Coverage	No Coverage	1FDWE3FS1HDC22066	Actual Cash Value
E	36	2016	FORD	F65 DUMP	\$0	No Coverage	No Coverage	1FDNF6AY9GDA00167	Actual Cash Value
E	37	2011	EH/WA	TRAILER	\$0	No Coverage	No Coverage	1E9PT1510BC297575	Actual Cash Value
E	38	2010	INGERSOL-RAND	TRAILER	\$0	No Coverage	No Coverage	4FVCABDA5BU418206	Actual Cash Value
E	39	2020	PETERBILT	TANDEM DUMP	\$0	No Coverage	No Coverage	2NP3LJ0X9LM682058	Actual Cash Value
E	40	1997	GODWIN	CD150M	\$0	No Coverage	No Coverage	16MJ10612VD021569	Actual Cash Value
E	41	1997	BIG TEX	TRAILER	\$0	No Coverage	No Coverage	4K8NX1628V1C20985	Actual Cash Value
E	42	1997	GODWIN	CD150M	\$0	No Coverage	No Coverage	16MJ10615VD021565	Actual Cash Value
E	43	1991	GORMAN-RUPP	TRAILER	\$0	No Coverage	No Coverage	954965	Actual Cash Value
E	44	1990	EAGER BEAVER	TL6	\$0	No Coverage	No Coverage	11TAF14911034782	Actual Cash Value
E	45	1990	EAGER BEAVER	TL6	\$0	No Coverage	No Coverage	112TAF14711034781	Actual Cash Value
E	46	1989	GORMAN-RUPP	TRAILER	\$0	No Coverage	No Coverage	900530	Actual Cash Value
E	47	1989	EAGER BEAVER	TRAILER	\$0	No Coverage	No Coverage	112TAF14XKL032330	Actual Cash Value
E	48	1988	AMIDA	TRAILER PLB15	\$0	No Coverage	No Coverage	8812R2402	Actual Cash Value
E	49	1988	AMIDA	TRAILER PLB15	\$0	No Coverage	No Coverage	8812R2403	Actual Cash Value
E	50	1986	TRAIL KING	TRAILER	\$0	No Coverage	No Coverage	1TKU01010GMB57553	Actual Cash Value

***Type Codes E-Existing, N-New, M-Modified, D-Deleted, PD-Previously Deleted

ALLIED PUBLIC RISK –AUTO SCHEDULE
Zurich American Insurance Company
INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
POLICY YEAR EFFECTIVE: 10/18/2021

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	51	2017	FREIGHTLINER	VACUUM PRESSURE	\$0	No Coverage	No Coverage	1FVHG5FE1JHJP7422	Actual Cash Value
E	52	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639460	Actual Cash Value
E	53	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639461	Actual Cash Value
E	54	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639462	Actual Cash Value
E	55	2021	Chevrolet	Tahoe	\$0	No Coverage	No Coverage	1GNSKNKT3MR407889	Actual Cash Value
E	56	2021	Chevrolet	Silverado	\$0	No Coverage	No Coverage	1GCRYAEHXMZ367879	Actual Cash Value

***Type Codes E-Existing, N-New, M-Modified, D-Deleted, PD-Previously Deleted

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 7,046 .
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant’s Signature

Zurich American Insurance Company
Insurance Company

Print Name

Niagara Falls Water Board & Niagara Falls
Public
Insured

Date

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

**POLICYHOLDER DISCLOSURE
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Acceptance or Rejection of Terrorism Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$678.
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

_____ Policyholder/Applicant’s Signature	_____ Zurich American Insurance Company Insurance Company
_____ Print Name	_____ Niagara Falls Water Board & Niagara Falls Public Insured
_____ Date	

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

New York Explanation And Offer Of Additional Coverages: Supplementary Uninsured/Underinsured Motorists (SUM) Insurance



I. EXPLANATION OF THE DIFFERENCE BETWEEN STATUTORY UNINSURED MOTORISTS COVERAGE AND SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) COVERAGES

Under New York law you must buy **either** Statutory Uninsured Motorists Coverage **or** Supplementary Uninsured/Underinsured Motorists (SUM) Coverage, which includes the Statutory Uninsured Motorists Coverage. This section is an advisory explanation of the primary differences between these two types of coverages, but is not intended to be a substitute for a complete review of both coverages. If there is any conflict between the policy and this explanation, the provisions of **your** policy apply. If you have any questions regarding this information, please contact your agent, insurance company, or the New York Department of Financial Services for further explanation.

TYPE 1: STATUTORY UNINSURED MOTORISTS COVERAGE

Statutory Uninsured Motorists Coverage compensates you, or other persons insured under your motor vehicle insurance policy, for amounts that you, or your passengers, may be legally entitled to collect as damages for bodily injury or death from an accident caused by an owner or operator of an **uninsured motor vehicle**. An uninsured motor vehicle is a motor vehicle that either has no liability insurance coverage or is operated by a hit-and-run driver. In order to drive your automobile upon the roads of this State, you **must** obtain this coverage as your **minimum limits**.

If someone is injured as a result of an accident with an uninsured motor vehicle, your Statutory Uninsured Motorists Coverage can pay up to \$25,000 for each person injured, with a \$50,000 maximum for each accident. If someone is killed as a result of such an accident, your Statutory Uninsured Motorists Coverage can pay up to \$50,000 for each person killed, with a \$100,000 maximum for each accident resulting in death to two or more people. These limits are the **only** limits you can obtain under Statutory Uninsured Motorists Coverage.

Statutory Uninsured Motorists Coverage will pay for bodily injury or death only if the car accident happens **in-state**, that is, in the State of New York.

TYPE 2: SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS (SUM) INSURANCE COVERAGE

You have the right to purchase additional limits of insurance coverage, called Supplementary Uninsured/Underinsured Motorists (SUM) Insurance Coverage. This coverage provides you, or other persons insured under your motor vehicle insurance policy, with the Statutory Uninsured Motorists Coverage (described above) plus additional coverages, which may provide you with a greater degree of protection.

SUM coverage, similar to Statutory Uninsured Motorists Coverage, provides you, or other persons insured under your motor vehicle insurance policy, for amounts that you, or your passengers, may be legally entitled to collect as damage for bodily injury if there is an accident. Here, in contrast however, you have the opportunity to choose the amount of **uninsured motorists** coverage desired (from an offering from the insurance company which is provided below). Additionally, since there is a possibility of an accident occurring between you and an **underinsured motorist**, SUM insurance can provide you with "underinsured" coverage, which is coverage for an accident between you and a car that has bodily injury liability insurance that is less than your own bodily injury liability limits that you have on your own car. However, please note that the SUM coverage cannot exceed the limits of the third-party liability coverage that you have on your own car.

Also, SUM coverage provides coverage for bodily injury or death for not only in-state accidents, but also **out-of-state accidents**.

II. OFFERINGS

The law requires that we offer you SUM limits up to \$250,000 per person, \$500,000 per accident split limits, or \$500,000 per accident single limit provided that SUM limits do not exceed the limits of your bodily injury coverage.

If you elect to purchase SUM Coverage, select one limit below. Indicate your selection with an ☒. Do not check more than one box below.

Alternatively, if you want Statutory Uninsured Motorists Coverage limits as explained in Section I. above then do not check a box below and your policy will automatically be issued with Statutory Uninsured Motorists Coverage limits as explained in Section I. above.

Election of SUM Coverage

(Do not complete if you want Statutory Uninsured Motorists Coverage)

I select SUM coverage at the following limit (choose one):

Split Limits	OR	Combined Single Limit
<input type="checkbox"/> \$25,000 per person/\$50,000 per accident		<input type="checkbox"/> \$50,000 per accident
<input type="checkbox"/> \$50,000 per person/\$100,000 per accident		<input type="checkbox"/> \$100,000 per accident
<input type="checkbox"/> \$100,000 per person/\$300,000 per accident		<input type="checkbox"/> \$250,000 per accident
<input type="checkbox"/> \$250,000 per person/\$500,000 per accident		<input type="checkbox"/> \$350,000 per accident
<input type="checkbox"/> \$500,000 per person/\$1,000,000 per accident		<input type="checkbox"/> \$500,000 per accident
<input type="checkbox"/> \$_____ per person/\$_____ per accident (Other)		<input type="checkbox"/> \$1,000,000 per accident
		<input type="checkbox"/> \$_____ per accident (Other)

III. IMPORTANT SUM NOTICE:

For purposes of further clarification, New York law requires that the following explanation, as provided in 11 NYCRR 60-2.1, be provided to you in this notice:

- SUM provides additional insurance coverage for bodily injury, including death resulting therefrom, sustained by an insured, as a result of an accident involving a negligent owner of operator of another motor vehicle who:
 - (1) May have no insurance whatsoever; or
 - (2) Even if insured, is only insured for third-party bodily injury coverage at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third-parties.
- An insurer shall not offer SUM coverage in an amount exceeding the third-party liability coverage limits purchased by the policyholder. The policy shall provide coverage for any insured under the policy for:
 - (1) bodily injury to such person, up to the limit of the SUM coverage purchased; and
 - (2) Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.
- The maximum amount payable under the SUM coverage shall be the policy's SUM limit reduced and thus offset by any motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

IV. **EXAMPLES:**

As provided in 11 NYCRR 60-2.2, the following examples, unless otherwise noted, illustrate the proper application of SUM coverage:

1. Example One:	
Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000
Result: In this example, the insured has purchased the maximum amount of SUM coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM coverage, for a total recovery of \$250,000. In the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM coverage from the insured's own insurer. However, if the owner or operator of the other motor vehicle was not negligent, then the insured would receive no SUM payments.	
2. Example Two:	
Insured's Bodily Injury Damages	\$ 100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000
Result: Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle. The insured receives nothing under the SUM coverage, which equals the mandatory UM coverage, since the liability limits on the other owner or operator's motor vehicle were not lower than the liability insurance limits on the insured's motor vehicle. If the insured's liability and SUM limits were both \$50,000, then the insured would collect another \$25,000 in SUM coverage from the insured's own insurer.	
3. Example Three:	
Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000
Result: Insured recovers \$50,000 from the negligent owner or operator of the other motor vehicle and \$10,000 under the SUM coverage, which is the difference between the amount of the insured's SUM coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.	
4. Example Four:	
Insured's Bodily Injury Damages	\$ 150,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 25,000

Result:

If the insured and the owner or operator of the other motor vehicle were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the negligent owner or operator of the other motor vehicle owner and \$50,000 under the SUM coverage.

On the other hand, if the owner or operator of the other motor vehicle was totally at fault for the accident, then the insured would recover \$25,000 from the negligent owner or operator and would then receive \$75,000 in SUM coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.

5. Example Five:

Insured's Bodily Injury Damages	\$ 25,000
Passenger's Bodily Injury Damages	\$ 25,000
Another Passenger's Damages that resulted in death	\$ 55,000
Insured's Combined Single Liability (CSL) Limit	\$ 75,000
Insured's CSL SUM Limit	\$ 75,000
Other Motor Vehicle Liability Limit	Uninsured (i.e. no coverage)

Result: Since the other motor vehicle was uninsured, the full \$75,000 CSL SUM limit is available for all insured persons from this accident under the policy. However, since the accident involves insured persons who were both injured and killed, the mandatory UM limits of \$25,000 per person and \$50,000 per accident for injured persons and \$50,000 per person and \$100,000 per accident for persons killed in the accident are available. Therefore, the insured and first passenger each recover \$25,000 and the second passenger's estate recovers the full \$50,000 under the SUM coverage.

If the insured's CSL and CSL SUM limit were each \$300,000 and the insured's damages amounted to \$200,000, then all insured persons would be covered under the SUM coverage as the total damages (\$200,000 + \$25,000 + \$50,000 = \$275,000) are less than the \$300,000 CSL SUM limit.

I understand that my selection applies to all of the vehicles on my policy that are registered or principally garaged in New York, including any additional or replacement vehicles that I may add in the future. My selection also applies to each subsequent renewal unless I request different coverage in writing.

APPLICANT/NAMED INSURED'S SIGNATURE

Niagara Falls Water Board & Niagara Falls Public

PRINT OR TYPE NAME

DATE

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability Insurance Coverage.

Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse even when the injured spouse must prove the culpable conduct of the insured spouse.

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. **For example:**

Insured's bodily injury policy coverage limit: **\$100,000/300,000**

Insured's bodily injury damage claim paid to spouse: **\$75,000**

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of **\$100,000 per person: \$225,000 per accident.**

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e. pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for Supplemental Spousal Liability coverage is \$1,606

If you do not elect to purchase this coverage and do not remit the additional premium, Supplemental Spousal liability coverage is not included in your motor vehicle insurance policy.

☐ I hereby request Supplemental Spousal Liability coverage.

☐ I hereby reject Supplemental Spousal Liability coverage.

Coverage is generally described here. Only the policy provides a completed description of coverages and limitations.

		Zurich American Insurance Company
Authorized Signature of the Insured		Insurance Company
Print Name Above		Policy Number
<hr/>		
Date		Insured Name

Zurich Programs Claims Reporting Guide

Zurich knows our customers need the ability to report claims anytime, anywhere. That is why we offer a variety of options to make the claim reporting process as flexible and convenient as possible.

Claims are automatically assigned to the appropriate claims office and claims specialist upon receipt. This allows our experienced claims specialists to have immediate access to all claim information so claims can be processed quickly and efficiently – no matter what reporting option is used.

Claims reporting options

- **Online:** webclaims.zurichna.com
- **Email:** Email your claim form to usz_carecenter@zurichna.com
- **Phone:** Call 800-987-3373 toll-free
- **Fax:** Fax your claim form to 877-962-2567 (877-ZNA-CLAIMS)
- **Postal Mail:** Mail your claim form to:

Zurich Programs
PO Box 968017
Schaumburg, IL 60196-8017

Additional claims resources

In addition you can visit our website at www.zurichna.com/claims to access a variety of resources that will help you quickly and easily process your claim, including:

- **Claims Adjuster:** Follow up on an existing claim > Locate my claim professional

**THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND
CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

**NOTICE REGARDING TERRORISM PREMIUM
(FOR COMMERCIAL AUTOMOBILE INSURANCE)**

SCHEDULE*

Premium attributable to risk of loss resulting from terrorism for the Commercial Automobile line of insurance:

\$314

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Terrorism Risk Insurance Act ("TRIA")

The Commercial Automobile line is not part of TRIA. On December 22, 2005, the President of the United States signed the first TRIA extension act into law and, at that time, the Commercial Auto line was removed from the program. The federal government does not share in Commercial Automobile terrorism losses.

B. Disclosure of Terrorism Premium

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-09-012

ACCEPTING PROPOSAL FOR RATE CONSULTANT SERVICES

WHEREAS, the Niagara Falls Water Board issued RFP No. 2021-02 seeking proposals for rate consulting and consulting engineer services with the initial term of the engagement to be from the date of acceptance through May 31, 2022 and providing for up to three optional one-year renewals; and

WHEREAS, three proposals for rate consulting services were received; and

WHEREAS, upon review, Water Board staff recommend accepting the September 15, 2021 proposal by Drescher & Malecki, LLP;

NOW THEREFORE BE IT

RESOLVED that on behalf of the Niagara Falls Water Board, the Executive Director hereby is authorized to accept the September 15, 2021 proposal by Drescher & Malecki LLP to provide rate consultant services through May 31, 2022, on an hourly basis and with fees not to exceed \$34,500 without further Water Board resolution.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FGB.8000.0000.0451.000
Budget Line Provided by: B. Majchrowicz
Available Funds Confirmed by: B. Majchrowicz

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



MEMORANDUM

To: Board of Directors, Niagara Falls Water Board
From: Abderrahman Zehraoui, Ph.D, Executive Director
Regarding: RFP 2021-02 Separate of Combined Proposals for Rate Consultant & Engineer
Date: September 23, 2021

In response to the above RFP, the following proposals were received:

A. Rate Consultant Proposals

1. Amawalk Consulting Group, LLC
2. Lumsden McCormick LLP
3. Drescher & Malecki LLP

B. Consulting Engineer Proposals

1. CPL
2. AECOM USA, Inc.

These proposals were reviewed by Director of Technical and Regulatory Services Douglas Williamson, Deputy Director of Financial Services Brian Majchrowicz, General Counsel Sean Costello, and me. The criteria guiding the review were as follows:

1. Situational understanding;
2. Demonstrated experience, capabilities, and qualifications;
3. Completeness of the proposal; and
4. Total proposed cost.

Based on this review, it is my recommendation that the proposal for rate consultant services by Drescher & Malecki be accepted by the Board, with the lowest hourly rate of the proposers and demonstrated experience with the scope of work.

I recommend that the proposal for consulting engineer services by AECOM be accepted, with an estimated total fee of \$29,584. The proposed rates for individual engineers are lower in the CPL proposal, but the total proposed fee is \$57,000. Both firms are well qualified to perform the necessary work, but CPL's proposal estimates a total of 320 hours for Task 1, versus 48 for AECOM. It appears that this difference may be attributable in part to CPL's proposal to have its entire team attend monthly project meetings for three months and to have two engineers attend other meetings.

Dr. Abderrahman Zehraoui

OUR PROPOSAL TO SERVE

RATE CONSULTING SERVICES FOR



THROUGH MAY 31, 2022
(3) ADDITIONAL ONE YEAR OPTIONAL
RENEWAL TERMS

RFP No. 2021-02



DRESCHER & MALECKI LLP
MATTHEW J. MONTALBO
PARTNER
3083 WILLIAM STREET, SUITE 5
BUFFALO, NEW YORK 14227
PHONE 716.565.2299
FAX: 716.565.2201
MMONTALBO@DM-LLP.COM

"Drescher & Malecki LLP continues to revolutionize the accounting and audit process to provide practical and innovative ideas to counties, cities, towns, villages, school districts, and public authorities."

Drescher & Malecki LLP Mission Statement

SEPTEMBER 15, 2021

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- Proposal to Serve -
Niagara Falls Water Board

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Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201



Certified Public Accountants

September 15, 2021

Sean W. Costello, General Counsel
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Dear Mr. Costello,

Drescher & Malecki LLP is committed to effective and efficient government. We present our proposal to serve as Rate Consultants for the Niagara Falls Water Board (for the purposes of this proposal referred to as the "Board").

We understand the work to be performed, including the relevant standards that apply to the Board. We commit to perform the work within the time frames the Board has established to meet all deadlines. Any questions regarding our response can be addressed to Matthew J. Montalbo, mmontalbo@dm-llp.com, (716) 565-2299 ext. 7008.

We look forward to continuing to serve Niagara Falls Water Board with distinction.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew J. Montalbo', with a long horizontal flourish extending to the right.

Matthew J. Montalbo,
Partner

QUALIFICATIONS & KEY PERSONNEL

Drescher & Malecki LLP Company Profile

Date of Partnership:	April 5, 2004
Headquarters:	3083 William Street, Suite 5; Buffalo, New York 14227
Partners and Directors:	5
Certified Public Accountants:	14
Total Staff:	32
Total Governmental Staff:	32
Mission Statement:	Drescher & Malecki LLP continues to revolutionize the accounting and audit process to provide practical and innovative ideas to counties, cities, towns, villages, school districts, and public authorities.
Municipal Clients:	>110

Drescher & Malecki LLP Exclusively Serves Municipalities

Buffalo Business First's "Best Places to Work" has recognized Drescher & Malecki LLP's culture in each of the last seven years. ***During the last five years, we were the overall #1 winner in our respective category.*** Drescher & Malecki LLP is the only accounting firm in the region to outright win this prestigious award. To qualify for this distinction, employees are requested to complete a series of confidential surveys describing the firm, its culture, and their overall happiness in their roles. You will find our team to be attentive, responsive and communicative. We are eager to help and serve you throughout the year.



This distinction enables D&M to attract and retain the best and brightest, translating to outstanding service to our clients.

All personnel assigned to the Board are exposed to similar New York State authorities and municipal clients year round. Drescher & Malecki LLP has assembled a team for the Board that will provide quality service and extensive knowledge to your Board. You will not have to train our staff. Your team will have specialization in the public sector and experience with Board operations. This specialization and familiarity with the Board facilitates a greater understanding of municipalities which means less demand on your Board employees to explain the intricacies of governmental accounting.

Our team will work independently and ask relevant questions at appropriate times, respecting your commitment to daily business routines.

Responsible Bidder - We attest that Drescher & Malecki LLP: Complies with all laws prerequisite to doing business in New York; Complies with U.S. Equal Opportunity Employer provisions; and has no Niagara Falls Water Board outstanding tax liability.

Insurance - We have made arrangements with our insurance carrier to provide our current liability insurance covering \$5,000,000 naming Niagara Falls Water Board as the certificate holder. Documents will be furnished upon award.

License to Practice - We hereby affirm that the Firm and all assigned key professional staff are properly licensed to practice in the State of New York.

Affirmations - Drescher & Malecki LLP does not have a record of substandard work and meets all specific requirements imposed by State and local law or rules and regulations.

Independence - We recognize that in all matters relating to the Niagara Falls Water Board, Drescher & Malecki LLP and its staff should be free, both in fact and appearance, from personal, external, and organizational impairments to independence. Drescher & Malecki LLP has incorporated an internal quality control system to help its partners and employees determine if they have any personal impairments to independence and a policy to ensure that its staff meets the continuing professional education requirements as outlined in the United States Government Accountability Office's (G.A.O.) *Yellow Book*. We are in full compliance with both the letter and the spirit of this requirement.

Peer Review - Drescher & Malecki LLP is enrolled in the AICPA Peer Review Program. As an enrolled firm, we are required to have a peer review of our auditing practice every three years. Our external peer review was performed in June 2021. We received a rating of "pass", which is the highest rating currently established by the AICPA Peer Review Board. Please see the Appendix for our peer review report.

Continuing Education - Drescher & Malecki LLP's CPE program complies with the American Institute of Certified Public Accountants' ("AICPA") requirements. All professionals have a minimum of 40 hours of qualifying CPE each calendar year and at least 120 hours for each three-year period, exceeding the mandated CPE required hours. Most of these hours are in governmental accounting and auditing, as outlined in the Government Accountability Office's *Yellow Book*.

References- Four references of current clients served are presented below. Additional client references can be furnished upon request. We invite you to confirm the service and quality provided to them, and all our clients we serve. If you have any specific questions on these, or any clients we serve, please do not hesitate to ask.

Entity: Erie County Water Authority
Reference: Karen Prendergast, Chief Financial Officer
Phone: 716.849-8402

Entity: Buffalo Water Authority
Reference: Oluwole (O.J.) McFoy, Chairperson
Phone: 716.847.1065

Entity: Buffalo Sewer Authority
Reference: Ronald Brown, Executive Secretary, Chief Financial Officer
Phone: 716.851.4664

Matthew J. Montalbo, CPA

Engagement Partner

Matt has over sixteen years experience serving public sector entities. He joined Drescher & Malecki LLP full time after receiving his Masters in Accounting from S.U.N.Y at Buffalo and is an active member of New York State Government Finance Officers' Association as well as a GFOA Special Review Committee Member.

Representative Clients Served

- Buffalo Sewer Authority
- Buffalo Water Authority
- Niagara Falls Water Board
- Niagara Falls Public Water Authority

Professional and Community Activities

- Special Review Committee for GFOA Excellence in Financial Reporting Program
- American Institute of Certified Public Accountants
- New York State Society of Certified Public Accountants
- New York State Government Finance Officers Association

Education

- S.U.N.Y. at Buffalo, M.S., Accounting
- S.U.N.Y. at Geneseo, B.S., Accounting



Luke R. Malecki, CPA

Concurring Review & Advisory Partner

Luke has been with the Drescher & Malecki LLP team since its inception, April 5, 2004. He has over seventeen years experience in serving public sector entities and currently serves as a former member of the Special Review Committee for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program.

Representative Clients Served

- Buffalo Sewer Authority
- Buffalo Water Authority
- County of Erie
- Erie County Water Authority

Professional and Community Activities

- Special Review Committee for GFOA Excellence in Financial Reporting Program
- American Institute of Certified Public Accountants
- New York State Society of Certified Public Accountants
- New York State Government Finance Officers' Association
- NYS Western Region GFOA, Council Member

Education

- S.U.N.Y. at Buffalo, M.A., Financial Economics
- Bentley University, B.S., International Business



Charles Trottier, CPA

Senior Manager

Charles brings over 13,600 hours of municipal accounting experience on clients such as authorities, cities, towns and villages. His role is primarily to oversee governmental engagements and prepare and review financial statements, as well as other required reports.

Representative Clients Served

- Buffalo Sewer Authority
- Buffalo Water Authority
- County of Erie
- Erie County Water Authority

Education

- Canisius College, M.S. in Accounting



It is the continuing policy of our firm to provide equal-opportunity employment to all employees and applicants, without regard to race, creed, color, sex, religion, national origin, citizenship, age, veteran status, disability, pregnancy, [any other protected categories, (e.g., marital status, sexual orientation or sexual identification)]. This policy relates to all employment decisions, including those in connection with recruitment, hiring, training, promotion, compensation, benefits, termination, and all other terms and conditions of employment. All of our policies are in accordance with federal, state and local equal employment opportunity principles and other related laws.

SERVICES TO BE RENDERED & LIMITATIONS

Task 1 – Operating Budget and Rate Setting

DMLLP will be available to review the proposed annual operating budget and provide recommendations regarding the adequacy of rates and other revenues to meet the required debt service coverage requirement. In addition, potential variances will be identified and discussed with management during the budget process before final approval. DMLLP will also use this information to prepare a five year financial forecast, with estimated rates required to meet the rate covenant, which requires the NFWB to collect rates, fees and charges sufficient in each fiscal year so that revenues (net of nonrecurring items) collected in such fiscal year will be at least equal to the sum of one hundred fifteen percent (115%) of estimated aggregate debt service and projected debt service payable in such fiscal year. The five year financial forecast will be formally presented to the Board.

Task 2 – Financial Services during the Fiscal Year

Once the five year financial forecast described in Task 1 is completed, DMLLP will be available throughout the year, should management have specific concerns on meeting the debt service coverage ratio. For example, projecting what a \$500,000 budget shortage would have on the coverage ratio. Further, DMLLP will perform oversight of cash flows throughout the year, including reviewing cash receipts, disbursements and debt service coverage and DMLLP will be available to consult with management of the Water Board on matters relating to cash flows on a quarterly basis, if requested.

Task 3 – CIP Development Support

DMLLP understands the importance of the NFWB Capital Improvement Plan (CIP). The CIP is often subject to changes based on current needs and long-term wants. The CIP also provides for the sources of funds to complete the listed projects and DMLLP will be available throughout the year to provide rate and revenue projections as CIP changes occur, whether it be a new potential bond issuance, or a change in the amount of grant funding, etc. DMLLP will work with management, bond counsel and financial advisors as debt can be structure in a variety of ways to ensure our projections are reasonable.

Task 4 – Services Related to Financing – Preparation of a Feasibility Report for the Issuance of Bonds/Rate Covenant Certification

If requested, DMLLP will, in connection with the potential refinancing of the NFPWA Series 2013A bonds, or any future bond issuances within this proposal, prepare a feasibility report for inclusion in the Official Statement for the issuance of bonds. When requested, DMLLP will also provide an agreed upon procedures report to assist in evaluating the rate covenant certification, or “certificate of the accountant”. Should bond counsel require further requirements, we will add additional procedures accordingly as allowed by professional standards. We will also be available throughout the preparation of the Official Statement and work with management, bond counsel and financial advisors, as deemed necessary.

Task 5 – Continuing Disclosure Report

DMLLP will assist in the preparation of the NFPWA's CDR for compliance with debt requirements. The CDR is due annually at the end of September for each fiscal year in which the NFPWA does not issue bonds during the period of January 1st to June 30th. DMLLP will assist management in the preparation of the CDR by completing the financial sections and working with NFWB's Management, Consultant Engineer and Financial Advisor to ensure timely submission.

Limitations on Services

We will not assume management responsibilities or make management decisions for you. However, we may provide advice, research materials, and recommendations to assist you in performing your functions and making decisions. You must agree to perform the following functions in connection with our engagement:

Make all management decisions and assume all management responsibilities;

- Designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services;
- Evaluate the adequacy and results of the services performed;
- Accept responsibility for the results of the services; and
- Establish and maintain internal controls, including monitoring ongoing activities.

Our engagement cannot be relied upon to identify or disclose errors, fraud, or any wrongdoing within the entity or noncompliance with laws and regulations.

"Our contacts with Drescher & Malecki have helped our Corporation to institute best practices and grow responsibly and sustainably. I always feel comfortable that we will receive prompt, professional guidance no matter when we call."

Jocelyn Gordon, Executive Director
BENLIC

COST PROPOSAL

Please find a detailed breakdown of our estimated hours and estimated cost for each task below.

Task	Task Description	Hours	Blended Hourly Cost	Total
1	Operating Budget & Rate Setting	100	\$ 115	\$ 11,500
2	Financial Services during the Fiscal Year	60	115	6,900
3	CIP Development Support	30	115	3,450
4	Services Related to Financing	70	115	8,050
5	Continuing Disclosure Report	40	115	4,600

The costs above represent the estimated cost for the initial term of the proposal, ending May 31, 2022. For the (3) one-year extensions the estimated cost will increase by 2% each year.

Rates for Professional Services - For any other additional services requested by the Board our discounted hourly rates are as follows: Partner \$200; Manager \$175; Supervisory Staff \$125; and Professional Staff \$85.

"We have found each of their staff to be well versed in matters important to the County - including accounting and reporting knowledge, social service matters, debt issuances, Federal compliance, and more."

Kyle Andrews, Treasurer
County of Niagara, New York

APPENDIX A, FORM No. 1

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES

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

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

ADDENDUM # 1: DATED _____, 20__

ADDENDUM # 2: DATED _____, 20__

ADDENDUM # 3: DATED _____, 20__

ADDENDUM # 4: DATED _____, 20__

ADDENDUM # 5: DATED _____, 20__

ADDENDUM # 6: DATED _____, 20__

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

DATE: 09/15/2021

PROPOSER (SIGNATURE):

Matthew J. Montalbo

PROPOSER (NAME):

Matthew J. Montalbo

PROPOSER (FIRM):

Drescher & Malecki LLP

APPENDIX A, FORM No. 2
CERTIFICATE OF NON-COLLUSION

RFP NO. RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING
ENGINEER AND RATE CONSULTANT SERVICES

Pursuant to New York State Public Authorities Law, Article 9, Title 4, Section 2878, the undersigned proposer hereby subscribes and affirms as true, under the penalties of perjury, the following statement of non-collusion:

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

DATE: 09 / 15 / 2021

PROPOSER (SIGNATURE):

Matthew J. Montalbo

PROPOSER (NAME):

Matthew J. Montalbo

PROPOSER (FIRM):

Drescher & Malecki LLP

STATE OF

New York

)

COUNTY OF

Erie

)

ss.:

On the 15th day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew J. Montalbo as a representative of Drescher & Malecki LLP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

[Signature]
Notary Public



APPENDIX A, FORM No. 3

NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k (“LOBBYING LAW”) – DISCLOSURE STATEMENT

RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES

General Information

All procurements by the Niagara Falls Water Board (“NFWB”) in excess of \$15,000 annually, are subject to New York State’s State Finance Law Sections 139-j and 139-k, effective January 1, 2006 (“Lobbying Law”).

Pursuant to the Lobbying Law, all “contacts” (defined as oral, written or electronic communications with the NFWB intended to influence a procurement) during a procurement - from the earliest notice of intent to solicit bids/proposals through final award and approval - must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations, and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest, or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate NFWB officer and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates, and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The NFWB will notify the New York State Office of General Services (“OGS”) of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be “knowing and willful” must be reported to the NFWB Executive Director and OGS.

Moreover, the statutes require the NFWB to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which offerors are required to comply, together with additional information and instructions.

Instructions

New York State Finance Law §139-k(2) obligates the NFWB to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete

 Yes X **No**

If yes, provide details regarding the termination/withholding below:

Governmental Entity: _____

Year of Termination/Withholding:_____

Basis for Termination/Withholding (attach additional pages if necessary):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NOTICE OF NFWB'S RIGHT TO TERMINATE

The NFWB reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFWB may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.

Proposer's Affirmation and Certification

By signing below, the Proposer:

- a) Affirms that the Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to the NFWB with respect to New York State Finance Law §139-j and §139-k is complete, true, and accurate.

DATE: 09 / 15 / 2021

PROPOSER (SIGNATURE):

Matthew J. Montalbo

PROPOSER (NAME):

Matthew J. Montalbo

PROPOSER (FIRM):

Drescher & Malecki LLP

STATE OF New York)
COUNTY OF Erie) ss.:



On the 15th day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew J. Montalbo as a representative of Drescher & Malecki LLP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

[Signature]

APPENDIX A, FORM No. 4

**EQUAL EMPLOYMENT OPPORTUNITY ("EEO")
POLICY STATEMENT AND AGREEMENT**

RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER
AND RATE CONSULTANT SERVICES

Proposer hereby agrees to the following EEO policy with respect to its work on any contract
awarded in connection with this RFP:

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

ACCEPTED AND AGREED:

DATE: 09 / 15 / 2021

PROPOSER (SIGNATURE):



PROPOSER (NAME):

Matthew J. Montalbo

PROPOSER (FIRM):

Drescher & Malecki LLP

APPENDIX A, FORM No. 5

STATEMENT ON SEXUAL HARASSMENT
PURSUANT TO STATE FINANCE LAW § 139-1

RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER
AND RATE CONSULTANT SERVICES

By submission of this proposal, proposer(s) and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

DATE: 09/15/2021

PROPOSER (SIGNATURE):

Matthew J. Montalbo

PROPOSER (NAME):

Matthew J. Montalbo

PROPOSER (FIRM):

Drescher & Malecki LLP

STATE OF New York)
COUNTY OF Erie) ss.:

On the 15th day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew J. Montalbo as a representative of Drescher & Malecki LLP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

[Signature]
Notary Public



APPENDIX A, FORM No. 6

REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT AND CERTIFICATION

As a duly-authorized representative of the proposer indicated below, I hereby acknowledge that by submitting a proposal in connection with RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES, proposer has made a firm offer and agrees to be bound by its terms. Proposer has carefully read the RFP and all addenda, and in submitting this proposal acknowledges proposer understands and agrees to be bound by the requirements set forth in the RFP, except as explicitly stated on a separate sheet attached to this proposal and entitled "Exceptions."

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

DATE: 09/15/2021

PROPOSER (SIGNATURE):

Matthew J. Montalbo

PROPOSER (NAME):

Matthew J. Montalbo

PROPOSER (FIRM):

Drescher & Malecki LLP

STATE OF New York)
) ss.:
COUNTY OF Erie)

On the 15th day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Matthew J. Montalbo as a representative of Drescher & Malecki LLP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.



[Signature]
Notary Public



Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners
Drescher & Malecki LLP
and the Peer Review Committee of the Pennsylvania Institute of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Drescher & Malecki LLP (the firm) in effect for the year ended December 31, 2020. 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 the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by 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 Drescher & Malecki LLP in effect for the year ended December 31, 2020, 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*. Drescher & Malecki LLP has received a peer review rating of *pass*.

Jones, Male & Mattingly PC

Louisville, Kentucky
June 28, 2021

NIAGARA FALLS WATER BOARD RESOLUTION # 2021-09-013

ACCEPTING PROPOSAL FOR CONSULTING ENGINEER SERVICES

WHEREAS, the Niagara Falls Water Board issued RFP No. 2021-02 seeking proposals for rate consulting and consulting engineer services with the initial term of the engagement to be from the date of acceptance through May 31, 2022 and providing for up to three optional one-year renewals; and

WHEREAS, two proposals for rate consulting services were received; and

WHEREAS, upon review, Water Board staff recommend accepting the September 15, 2021 proposal by AECOM USA, Inc.;

NOW THEREFORE BE IT

RESOLVED that on behalf of the Niagara Falls Water Board, the Executive Director hereby is authorized to accept the September 15, 2021 proposal by AECOM USA, Inc., to provide rate consultant services through May 31, 2022, on an hourly basis and with fees not to exceed \$29,584 without further Water Board resolution.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
FGB.8000.0000.0451.000
Budget Line Provided by: B. Majchrowicz
Available Funds Confirmed by: B. Majchrowicz

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



MEMORANDUM

To: Board of Directors, Niagara Falls Water Board
From: Abderrahman Zehraoui, Ph.D, Executive Director
Regarding: RFP 2021-02 Separate of Combined Proposals for Rate Consultant & Engineer
Date: September 23, 2021

In response to the above RFP, the following proposals were received:

A. Rate Consultant Proposals

1. Amawalk Consulting Group, LLC
2. Lumsden McCormick LLP
3. Drescher & Malecki LLP

B. Consulting Engineer Proposals

1. CPL
2. AECOM USA, Inc.

These proposals were reviewed by Director of Technical and Regulatory Services Douglas Williamson, Deputy Director of Financial Services Brian Majchrowicz, General Counsel Sean Costello, and me. The criteria guiding the review were as follows:

1. Situational understanding;
2. Demonstrated experience, capabilities, and qualifications;
3. Completeness of the proposal; and
4. Total proposed cost.

Based on this review, it is my recommendation that the proposal for rate consultant services by Drescher & Malecki be accepted by the Board, with the lowest hourly rate of the proposers and demonstrated experience with the scope of work.

I recommend that the proposal for consulting engineer services by AECOM be accepted, with an estimated total fee of \$29,584. The proposed rates for individual engineers are lower in the CPL proposal, but the total proposed fee is \$57,000. Both firms are well qualified to perform the necessary work, but CPL's proposal estimates a total of 320 hours for Task 1, versus 48 for AECOM. It appears that this difference may be attributable in part to CPL's proposal to have its entire team attend monthly project meetings for three months and to have two engineers attend other meetings.

Dr. Abderrahman Zehraoui



September 15, 2021

Mr. Sean W. Costello, General Counsel
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Re: Proposal for 2021/2022 Consulting Engineer Services

Dear Mr. Costello:

AECOM USA, Inc. (AECOM) is pleased to submit this proposal to the Niagara Falls Water Board (NFWB) for Consulting Engineer (CE) services for the upcoming year. As you know, the team of AECOM (formerly URS) and Drescher & Malecki LLP has provided these services to the NFWB from 2011 through 2019. For 2021 we will be proposing upon the Consulting Engineer portion of the work, only. Our proposal includes the following items:

- Statement of Qualifications and Key Personnel
- Understanding of Work Scope and Responsibilities
- Additional Requirements
- Fees and Expenses
- Work Schedule

The following Attachments are provided:

- Attachment A – Required Forms
- Attachment B - Project Personnel Resumes

Statement of Qualifications and Key Personnel

In accordance with Appendix A of the RFP we have included responses to the following specific items:

1. Business structure

AECOM USA, Inc. is a wholly owned indirect subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE). AECOM is a global provider of professional technical and management support services to a broad range of markets, including water, transportation, facilities, environmental, energy, oil and gas, high-rise buildings, and government. With over 57,000 employees — including architects, engineers, designers, planners, scientists and management and construction services professionals — serving clients in more than 150 countries worldwide, AECOM is a premier, fully integrated infrastructure and support services firm and is ranked among the top engineering design firms by revenue in Engineering News-Record magazine's annual industry rankings.



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2. *Years in business*

AECOM USA, Inc. was incorporated on May 3, 1930. As noted above it is a wholly owned indirect subsidiary of AECOM. While the official founding of AECOM was in 1990, some of our predecessor firms had distinguished histories dating back more than 120 years. Since then, more than 50 companies have joined AECOM. In Buffalo, AECOM includes the former URS Corporation, which has been performing engineering work for local municipal clients since the 1980s.

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

URS Corporation became part of AECOM in 2014. URS Corporation has worked for the City of Niagara Falls and the Niagara Falls Water Board since 1995. Since 2014, AECOM has performed numerous projects for the Niagara Falls Water Board.

4. *List all subsidiary and parent companies*

AECOM USA, Inc. (AUSA) is a direct, wholly owned subsidiary of AECOM Technical Services, Inc. and an indirect, wholly owned subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE). The following is a list, compiled after reasonable research and inquiry, of AUSA's domestic subsidiaries. The principal address for AUSA is 605 Third Avenue, New York, NY 10158. All other companies can receive mail there as well.

AECOM Architects & Engineers (NJ), Inc. (New Jersey)
AECOM Libya Housing and Infrastructure, Inc. (Delaware)
AECOM Pacific, Inc. (Delaware)
AECOM USA of Massachusetts, Inc. (Massachusetts)
AECOM USA of Michigan, Inc. (Delaware)
Boyle Holding Corporation (California)
Consoer, Townsend & Associates, Inc. (Delaware)
Consoer Townsend Envirodyne Engineers of Indiana, Inc. (Delaware)
Consoer Townsend Envirodyne Engineers of Ohio, Inc. (Delaware)
DMJM Aviation, Inc. (Delaware)
DMJM, Inc. (Delaware)
Egis-Semaly, Inc. (New York)
Envirodyne Engineers, Inc. (Delaware)
Frederic R. Harris, Inc. (Delaware)
AECOM-Hill JV (50%)
Lim & Nascimento Engineering Corporation (California)
Material Testing Services, Inc. (Illinois)
Metcalf & Eddy of New York, Inc. (New York)
Metcalf & Eddy of Ohio, Inc. (Ohio)



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P&D Consultants, Inc. (Delaware}
Subsurface Exploration, Inc. (Illinois)
Subsurface Testing Services, Ltd. (Illinois}
Ellerbe Becket Company, LLC (Delaware)
Urbitran Architectural/Engineering Group, Inc. (Connecticut) (66.7% owned}
Urbitran Architectural/Engineering Group, PLLC (New York) (70% owned)

5. ***List proposer's physical locations and the type of each location (i.e. regional headquarters, primary office, warehouse, etc.)***

The work in this proposal will be performed by the Buffalo office of AECOM which is located at:

1 John James Audubon Parkway
Amherst, New York 14228

The Buffalo office is one of many branch offices of AECOM located throughout the USA.

6. ***State whether proposer ever has been:***

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

No.

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

AECOM USA, Inc. ("AECOM") performs thousands of contracts each year. From time to time, occasions arise when AECOM does not complete the performance of an awarded contract. These situations include (i) where a client terminates the contract for its convenience; e.g. where the client is unable to secure continued funding for the underlying project and, as a result, terminates the associated contract, (ii) where AECOM ceases performance under the contract in accordance with the applicable terms of the contract in response to the client's nonpayment or other breach, and the contract is ultimately terminated; and (iii) where one of the contracting parties terminates the contract for default.

Upon knowledge and belief, formed after reasonable inquiry, during the past five years, AECOM (i) has not failed to complete a contract where the other party to such contract was not in breach unless the contract afforded AECOM that right and (ii) AECOM has not had a contract terminated by a client wherein that termination was ultimately determined to be other than for convenience.

Required to pay liquidated damages on a contract.

No.



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

None.

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

On June 3, 2020, a whistleblower qui tam suit against various AECOM entities, related to AECOM's work for FEMA after Hurricane Katrina, was unsealed, and DOJ filed a notice indicating their intent to intervene in the case under the False Claims Act. DOJ filed their complaint against AECOM alleging violations of the False Claims Act on July 28, 2020. The allegations in the complaint primarily focus on the conduct of one AECOM employee who was terminated by AECOM in 2010 and focus on conduct largely, although not exclusively, between 2009 and 2011. We do not believe these allegations reflect on our present responsibility as a contractor. Please contact Howard Cohen, Vice President, Assistant General Counsel, Ethics & Compliance, howard.cohen@aecom.com, for additional details or questions.

9. *Licensing, if relevant to the work required by the contract*

AECOM's New York State Certificate of Authorization to provide professional engineering services in New York State is provided in Attachment A.

10. *Describe proposer's experience with providing similar services to those required by the contract along with project descriptions (including contact information for references)*

AECOM (formerly URS Corporation) has been providing engineering services to the Niagara Falls Water Board since its inception, and prior to that to the City of Niagara Falls. These services are very broad in nature and involve general civil engineering work, architectural services, sewer collection system work, and wastewater treatment plant engineering work. The following projects have been successfully performed and completed for the Water Board on time and on (or under) budget:

- WWTP roof replacement evaluation, design, and construction phase services,
- WWTP building envelope repairs design and construction phase services,
- Gorge Pumping Station reliability analysis,
- Gorge Pumping station roof replacement design and construction phase services,
- LS-4 roof replacement design and construction phase services,
- WWTP Turbidity Study,
- WWTP Mercury Study,
- Falls Street Tunnel evaluation, design, and construction phase services,



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- Contract 62A emergency repairs evaluation, design, and construction phase services,
- Iroquois Street Sewer evaluation, design, and construction phase services,
- 2011 – 2019 Consulting Engineer/Rate Consultant Services (Annual Contract),
- 2015 LaSalle Sewer System Infiltration Abatement evaluation, design, and construction phase services,
- 2016/2017 LaSalle Sewer System Infiltration Abatement evaluation, design, and construction phase services,
- Assistance with the July 29, 2017 incident,
- Project 1 (sedimentation basins and scum) engineering design,
- Project 4 (carbon filters) engineering design, bid, and construction phase services,
- Project 6 (effluent disinfection) engineering design and construction phase services,
- Project 8 (blowers) engineering design and construction phase services,
- Chlorine dioxide pilot project required under Consent Order, and
- Assistance with WWTP operations from 2017 to date.

We think our history of successful projects performed for the NFWB speaks well to our ability to provide first rate engineering services at a competitive cost to the Water Board.

11. Resumes covering the qualifications and contact information of key personnel for this contract, including the number of accounts/clients served and their principal business location, noting any key personnel who are not W-2 employees of, or partners in, the bidding entity

Key project personnel are listed below, and resumes are included in Attachment B.

Jeffrey Tudini, Project Manager Mr. Tudini will serve as project manager.

Tom Loto, P.E., Project Director Mr. Loto will serve as project director and professional engineer, should the need arise. Mr. Loto has 25 years of experience with both wastewater and drinking water facility evaluation, design, and construction.

John Goeddertz, Ph.D., Project Lead Engineer John Goeddertz, Ph.D. will serve as the lead engineer for the work to be performed. Dr. Goeddertz has successfully performed many prior projects for the Water Board and its predecessor, the City of Niagara Falls. AECOM's proven track record with the Water Board will result in the work being done to the NFWB's complete satisfaction.

Ryan Delamere, Jordan Radomski, Project Engineers Mr. Delamere and Mr. Radomski have experience in a variety of civil engineering tasks that have included the evaluation, design, and construction of water/wastewater infrastructure. Mr. Delamere and/or Mr. Radomski will work as project engineers on miscellaneous technical tasks that may arise through this project (Task 2).



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12. Any other pertinent information that will help to demonstrate proposer's qualifications to perform.

AECOM has provided Consulting Engineer/Rate Consultant Services to the NFWB from 2011 through 2019 at a competitive price. We have bid this work several times and were the low bidder. We see no reason for the NFWB to utilize the services of anyone other than AECOM.

Understanding of Work Scope and Responsibilities

In this section AECOM presents our understanding of the work tasks and identifies which members of the project team will be responsible for performing the task.

Task 1 – Capital Improvement Plan and Operating Budget Assistance

AECOM will assist NFWB staff in developing a five-year Capital Improvement Plan (CIP) for Board approval and shall provide guidance to NFWB staff in developing a longer-horizon list of potential capital projects. The CIP will include the projects required to maintain the NFWB's water, wastewater, and storm sewer systems (System) in good working order, to meet regulatory requirements, and to enhance or make more efficient the services delivered by the NFWB.

As addressed in the RFP, AECOM understands that the role of the Consulting Engineer under Task 1 will be more comprehensive than the role played by the Consulting Engineer in CIP development in recent years. NFWB staff shall have ultimate responsibility for preparing the CIP, but the Consulting Engineer will assist NFWB staff in developing a comprehensive list of capital needs for all areas of the System and then shall provide guidance on priority and the potential cost for each project. In order to ensure a comprehensive assessment of the NFWB's capital project needs, AECOM will:

- Review existing draft CIP items,
- Obtain first-hand knowledge of the NFWB's system and assets by visiting water and wastewater treatment facilities along with meeting with outside sewer and water department heads.
- Organize and attend meetings with NFWB staff in all departments (Water, wastewater, outside facilities (water, sewer, storm sewer lines), and information technology).

AECOM will take an active role in managing the development of the CIP and providing guidance to NFWB staff in the creation and preparation of the CIP. AECOM will review or when needed prepare project cost estimates and will assist the NFWB or its grant consultant in identifying potential projects for grant applications.



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AECOM will also review the operation and maintenance budget prepared by NFWB staff each fall in order to prepare an opinion that will be provided to the Rate Consultant and NFWB on the adequacy of the proposed budget to provide sufficient operation and maintenance of the NFWB's assets.

As part of this task, a project kick off meeting will be scheduled to introduce the principal players of the project team and discuss the data requirements, the sequence of data release and the project schedule.

Task 2 – Engineering Services during the Fiscal Year

AECOM will provide technical advice and opinions on technical matters relating to specific projects or strategies of the NFWB. AECOM understands that this work is on demand as necessary and an allowance of \$10,000 is included in this project task.

Task 3 – Services Related to Financing – Assistance to Rate Consultant, Certificates Regarding Projects and Operating Expenses

Under Task 3, AECOM will provide information, opinions, and reports as may be requested by the Rate Consultant in connection any preparation of Feasibility Reports or Continuing Disclosure Reports as required by bond covenants or finance transactions. AECOM will provide certificates, if required in connection with financing transactions, setting forth its opinions on the usefulness, costs, and estimated date of completion for projects to be constructed with debt, and estimates of future operating expenses for such projects when required.

Any documents to be provided for Task 3 by AECOM will be solely for the benefit of NFWB and its Rate Consultant for the Feasibility Reports and/or Continuing Disclosure Reports. AECOM will devote normal professional efforts compatible with the time and budget available in the review process. AECOM's findings will represent its reasonable judgments within the time and budget context of its commission and utilizing the information available to it at the time.

The documents may include "forward-looking statements". These statements relate to AECOM's expectations, beliefs, intentions or strategies regarding the future. These statements may be identified by the use of words like "anticipate," "believe," "estimate," "expect," "intend," "may", "plan," "project," "will," "should," "seek," and similar expressions. The forward-looking statements reflect AECOM's views and assumptions with respect to future events as of the date of the information provided and are subject to future economic conditions, and other risks and uncertainties. Actual and future results and trends could differ materially from those set forth in such statements due to various factors, including, without limitation, those discussed in this report. These factors are beyond AECOM's ability to control or predict.

AECOM will provide the Task 3 services under the express understanding by the parties that:



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- i. AECOM is not advising or recommending any action be taken by NFWB with respect to any prospective, new or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms and other similar matters concerning such financial products or issues);
- ii. AECOM is not registered with the SEC as a municipal advisor;
- iii. AECOM is not acting as a municipal advisor to NFWB and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to NFWB pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in AECOM's work product;
- iv. NFWB shall discuss any such information and material with any and all internal and/or external advisors and experts that it deems appropriate before acting on the information and material;
- v. Notwithstanding all of the foregoing, NFWB recognizes that interpretive guidance regarding municipal advisor activities and the engineering exception is currently limited and is likely to evolve and develop during the term of the Agreement and, to that end, NFWB will work with AECOM throughout the term of the Agreement to ensure that the Agreement and the services to be provided by AECOM hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that NFWB is not asking consultant to provide, and AECOM is not in fact providing or required to provide, any municipal advisory services.

Additional Requirements

Forms provided in Appendix A of the RFP are completed and provided in Attachment A of this proposal. Forms included in Attachment A are:

- Form No. 1: Acknowledgement of Addenda
- Form No. 2: Certificate of Non-Collusion
- Form No. 3: New York State Finance Law Sections 139-J And 139-K ("Lobbying Law") – Disclosure Statement
- Form No. 4: Equal Employment Opportunity ("EEO") Policy Statement and Agreement
- Form No. 5: Statement on Sexual Harassment Pursuant to State Finance Law §139-L
- Form No. 6: Request for Proposals Acknowledgement and Certification
- AECOM's New York State Certificate of Authorization to provide professional engineering services

In addition, the RFP requested proposers to address the following items in their proposal:



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Disclosure of any potential conflict of interest your firm may have or encounter if selected, and your firm's plan for resolving the conflict.

AECOM has no potential conflicts of interest in performing this project.

A statement demonstrating proposer's experience performing each task outlined above for the type of service being proposed.

AECOM has provided Consulting Engineer/Rate Consultant Services to the NFWB from 2011 through 2019 at a competitive price. We have bid this work several times and were the low bidder.

If proposer intends to use subcontractors or sub-consultants to perform more than 10% of the work that is the subject of this RFP, proposer must include details regarding the sub-consultant or subcontractor's identity and qualifications. At a minimum, the proposal must include information regarding the sub-consultant or subcontractor's business structure, experience, and resumes or other materials detailing the qualifications and contact information for key personnel and demonstrating prior experience with the scope work to be performed.

AECOM will perform all the required work in-house and does not intend to utilize any sub-contractors or sub-consultants. However, should a subcontractor be needed, AECOM has relationships with a number of local firms that could provide services as needed.

Fees and Expenses

The proposed time and materials project budget is presented in the attached Table 1, which includes a task by task breakdown and the proposed hourly billing rates. These budget will not be exceeded without Water Board Approval. Costs for 2022 – 2023 are also included in Table 1 as requested in the RFP.

Work Schedule

The project will commence immediately upon contract authorization and will run through May 31, 2022. An optional 1-year renewal term is provided that would run from June 1, 2022 through May 31, 2023. The work included in this first year will generally follow the following schedule:

Task 1 – Capital Improvement Plan and Operating Budget Assistance

- Begin immediately and occur throughout the remainder of 2021.

Task 2 – Engineering Services during the Fiscal Year

- As needed throughout year.

Task 3 – Services Related to Financing – Assistance to Rate Consultant, Certificates Regarding



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Projects and Operating Expenses

- As needed throughout year, including updates.
- The feasibility report will be issued as needed if the NFWB elects to issue bonds during the 2020 calendar year.
- The CDR due date is set by the bonding requirements and will be complied with.

If the project schedule defined above requires adjustment to meet the needs of the NFWB, the project team will be flexible so that the needs of the NFWB are met.

Thank you for the opportunity to submit this proposal. AECOM hopes to continue to provide consulting engineer services to the Niagara Falls Water Board. If you have any questions as you review this proposal, please feel free to contact AECOM.

Sincerely,

AECOM USA, Inc.

A handwritten signature in black ink, appearing to read "Jeff Tudini".

Jeff Tudini
Project Manager

A handwritten signature in blue ink, appearing to read "Doug Gove".

Doug Gove, P.E.
Vice President New England Operations Manager, Water

Attachments: Table 1 – Project Budget
Attachment A – Required Forms
Attachment B - Project Personnel Resumes



Table 1
Project Budget
NFWB 2021 - 2022 CE/RC Services

Task	Task Description	AECOM LABOR					TOTALS	
		Jeff Tudini	Tom Loto, P.E.	John Goeddertz, Ph.D.	Ryan Delamere	Jordan Radomski	Hours	Cost
		PM	Project Director	Lead Engineer	Engineer	Engineer		
	2021-2022 Rate ->	\$ 154.00	\$ 230.00	\$ 214.00	\$ 88.00	\$ 80.00		
1	Capital Improvement Plan and Operating Budget Assistance	8	0	40	0	0	48	\$9,792
2	Engineering Services during the Fiscal Year	TBD	TBD	TBD	TBD	TBD	TBD	\$10,000
3	Services Related to Financing – Assistance to Rate Consultant, Certificates Regarding Projects and Operating Expenses	8	0	40	0	0	48	\$9,792
Totals (Labor hour totals ignore TBDs)		16	0	80	0	0	96	
TOTAL		\$ 2,464	\$ -	\$ 17,120	\$ -	\$ -	96	\$29,584

NOTES REGARDING 2022 - 2023 PROJECT BUDGET:	1	2022 - 2023 labor rates increase 5% from 2021 - 2022 values.	
	2	Task 2 value remains \$10,000 (no escalation).	
	3	2022 - 2023 labor hours for Task 1 and 3 remain the same as 2021 - 2022	
	4	2022 - 2023 total project budget based upon above assumptions =	\$ 30,563



Attachment A Required Forms

- Form No. 1: Acknowledgement of Addenda
- Form No. 2: Certificate of Non-Collusion
- Form No. 3: New York State Finance Law Sections 139-J And 139-K (“Lobbying Law”) – Disclosure Statement
- Form No. 4: Equal Employment Opportunity (“EEO”) Policy Statement and Agreement
- Form No. 5: Statement on Sexual Harassment Pursuant to State Finance Law §139-L
- Form No. 6: Request for Proposals Acknowledgement and Certification
- AECOM’s New York State Certificate of Authorization to provide professional engineering services

APPENDIX A, FORM No. 1

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES

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

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

ADDENDUM # 1: DATED _____ , 20__

ADDENDUM # 2: DATED _____ , 20__

ADDENDUM # 3: DATED _____ , 20__

ADDENDUM # 4: DATED _____ , 20__

ADDENDUM # 5: DATED _____ , 20__

ADDENDUM # 6: DATED _____ , 20__

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

DATE: 09/ 13 / 2021

PROPOSER (SIGNATURE):



Digitally signed by Doug
Gove
Date: 2021.09.14 10:44:46
-04'00'

PROPOSER (NAME):

Doug Gove

PROPOSER (FIRM):

AECOM USA, Inc.

APPENDIX A, FORM No. 2
CERTIFICATE OF NON-COLLUSION

RFP NO. RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES

Pursuant to New York State Public Authorities Law, Article 9, Title 4, Section 2878, the undersigned proposer hereby subscribes and affirms as true, under the penalties of perjury, the following statement of non-collusion:

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

DATE: 09 / 14 / 2021

PROPOSER (SIGNATURE):

Digitally signed by Doug Gove
Date: 2021.09.14 10:45:03 -04'00'

PROPOSER (NAME):

Doug Gove

PROPOSER (FIRM):

AECOM USA, Inc.

STATE OF Massachusetts)

) ss.:

COUNTY OF Middlesex)



On the 14 day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Dove Gove as a representative of AECOM USA, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.

Digitally signed by Cleary, Maryanne
Date: 2021.09.14 16:47:26 -04'00'

Notary Public Maryanne V. Cleary
Commission expires: May 15, 2026

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APPENDIX A, FORM No. 3

NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k ("LOBBYING LAW") – DISCLOSURE STATEMENT

RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES

General Information

All procurements by the Niagara Falls Water Board ("NFWB") in excess of \$15,000 annually, are subject to New York State's State Finance Law Sections 139-j and 139-k, effective January 1, 2006 ("Lobbying Law").

Pursuant to the Lobbying Law, all "contacts" (defined as oral, written or electronic communications with the NFWB intended to influence a procurement) during a procurement - from the earliest notice of intent to solicit bids/proposals through final award and approval - must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations, and RFP conference participation. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest, or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate NFWB officer and investigated accordingly. The first violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates, and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. The NFWB will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be "knowing and willful" must be reported to the NFWB Executive Director and OGS.

Moreover, the statutes require the NFWB to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which offerors are required to comply, together with additional information and instructions.

Instructions

New York State Finance Law §139-k(2) obligates the NFWB to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law §139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law §139-k(3) mandates consideration of whether an offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete

information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

Disclosure of Prior Non-Responsibility Determinations

Name of Bidder/Proposer: AECOM USA, Inc.

Address:¹ John James Audubon Pkwy, Suite 210, Amherst, New York 14228

Name and Title of Person

Submitting this Form: Doug Gove

Has any governmental entity¹ made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years?

☐ Yes ☒ No

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j?

☐ Yes ☐ No ☐ Not Applicable

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

☐ Yes ☐ No ☐ Not Applicable

If yes to any of the above questions, provide details regarding the finding of non-responsibility below:

Governmental Entity: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility (attach additional pages if necessary): _____

_____ **Yes** X **No**

If yes, provide details regarding the termination/withholding below:

Governmental Entity: _____

Year of Termination/Withholding:_____

Basis for Termination/Withholding (attach additional pages if necessary):

[illegible]

NOTICE OF NFWB'S RIGHT TO TERMINATE

The NFWB reserves the right to terminate a Contract (including any lease, license, entry permit, or sale documents) in the event it is found that the certification filed by the Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFWB may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.

Proposer's Affirmation and Certification

By signing below, the Proposer:

- a) Affirms that the Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.
- b) Certifies that all information provided to the NFWB with respect to New York State Finance Law §139-j and §139-k is complete, true, and accurate.

DATE: 09 / 14 / 2021

PROPOSER (SIGNATURE):



Digitally signed by Doug Gove
Date: 2021.09.14
10:45:20 -04'00'

PROPOSER (NAME):

Doug Gove

PROPOSER (FIRM):

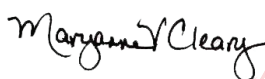
AECOM USA, Inc.

STATE OF Massachusetts)

) ss.:

COUNTY OF Middlesex)

On the 14 day of September, 20 21, before me, the undersigned, a Notary Public in and for said state, personally appeared Doug Gove as a representative of AECOM USA, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.



Digitally signed by Cleary, Maryanne
Date: 2021.09.14 10:47:44 -04'00'

Notary Public Maryanne V. Cleary
Commission expires:
May 15, 2026

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APPENDIX A, FORM No. 4

EQUAL EMPLOYMENT OPPORTUNITY (“EEO”) POLICY STATEMENT AND AGREEMENT

RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES


Proposer hereby agrees to the following EEO policy with respect to its work on any contract awarded in connection with this RFP:

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

ACCEPTED AND AGREED:

DATE: 09 / 14 / 2021

PROPOSER (SIGNATURE):

 Digitally signed by Doug Gove
Date: 2021.09.14 10:45:39 -04'00'

PROPOSER (NAME):

Doug Gove

PROPOSER (FIRM):

AECOM USA, Inc.

APPENDIX A, FORM No. 5


STATEMENT ON SEXUAL HARASSMENT
PURSUANT TO STATE FINANCE LAW § 139-1

RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER
AND RATE CONSULTANT SERVICES

By submission of this proposal, proposer(s) and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

DATE: 09 / 14 2021

PROPOSER (SIGNATURE):

 Digitally signed by
Doug Gove
Date: 2021.09.14
10:45:53 -04'00'

PROPOSER (NAME):

Doug Gove

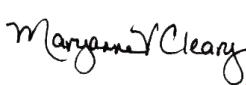
PROPOSER (FIRM):

AECOM USA, Inc.

STATE OF Massachusetts)
) ss.:
COUNTY OF Middlesex)

On the 14 day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Doug Gove as a representative of AECOM USA, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.



 Digitally signed by Cleary,
Maryanne
Date: 2021.09.14 10:47:56
-04'00'

Notary Public Maryanne V. Cleary
Commission expires:
May 15, 2026

APPENDIX A, FORM No. 6

REQUEST FOR PROPOSALS
ACKNOWLEDGEMENT AND CERTIFICATION

As a duly-authorized representative of the proposer indicated below, I hereby acknowledge that by submitting a proposal in connection with RFP NO. 2021-02, SEPARATE OR COMBINED PROPOSALS FOR CONSULTING ENGINEER AND RATE CONSULTANT SERVICES, proposer has made a firm offer and agrees to be bound by its terms. Proposer has carefully read the RFP and all addenda, and in submitting this proposal acknowledges proposer understands and agrees to be bound by the requirements set forth in the RFP, except as explicitly stated on a separate sheet attached to this proposal and entitled "Exceptions."

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

DATE: 09 / 14 /2021

PROPOSER (SIGNATURE):

 Digitally signed by Doug Gove
Date: 2021.09.14 10:46:10 -04'00'

PROPOSER (NAME):

Doug Gove

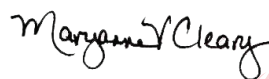
PROPOSER (FIRM):

AECOM USA, Inc.

STATE OF Massachusetts)
) ss.:
COUNTY OF Middlesex)

On the 14 day of September, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Doug Gove as a representative of AECOM USA, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the entity on behalf of which the individual acted executed the instrument.



 Digitally signed by Cleary,
Maryanne
Date: 2021.09.14 10:48:21 -04'00'

Notary Public Maryanne V. Cleary
Commission expires:
May 15, 2026

**THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT**


THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION
IS GRANTED WHICH ENTITLES

**AECOM USA INC
CT-BLMS
120 S CENTRAL AVENUE
SUITE 400
CLAYTON, MO 63105-0000**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR
THE PERIOD 01/01/2021 TO 12/31/2023.

**CERTIFICATE NUMBER
0018196**




**BETTY ROSA
INTERIM COMMISSIONER OF EDUCATION**



Attachment B
Project Personnel Resumes

- Jeffrey Tudini, -Project Manager
- Tom Loto, P.E. -Project Director
- John Goeddertz, Ph.D. – Lead Engineer
- Ryan Delamere – Engineer
- Jordan Radomski - Engineer

Jeffrey Tudini

Wastewater Process Engineer

Education

BS, MS
Civil/Environmental
Engineering, SUNY at
Buffalo, 2007

Years of Experience

With AECOM: 2.5
With Other Firms: 11

Mr. Tudini is an Environmental Engineer and Project Manager with the Water/Wastewater Design Group of AECOM. The wide range of projects that he has assisted with and managed has given him a solid foundation for various consulting projects including, but not limited to, system designs and alternatives evaluations, system startup/commissioning and operation, hazardous waste management, water resource analysis, laboratory/pilot testing, and groundwater engineering.

Experience**Wastewater Treatment****Process Engineer, Buffalo Sewer Authority – WWTP Co-Digestion**

Alternatives Evaluation, New York, August 2019 – Present. Serve as lead process engineer and assistant project manager for the concept design for accepting high strength waste (i.e., food waste) at the Buffalo Sewer Authority's Bird Island WWTP. Conducted a holistic evaluation for incremental acceptance ranging from 100,000 to 400,000 lbs. VSS/day of high strength food waste for treatment and co-digestion at the WWTP. System evaluation included multiple alternatives including traffic modifications to improve the hauled waste program, unit process upgrades for the receiving station, digestion process, dewatering process, and digestion gas facilities. Ultimately, this evaluation provides the basis for accepting high strength food waste at the WWTP and the road map for capital improvements that align with the incremental acceptance of the high strength waste stream.

Process Engineer, Niagara Falls Water Board – WWTP Sedimentation Basin and Scum Removal Upgrades, New York, September 2019 – Present.

Serve as lead process engineer and assistant project manager for the design of the capital improvement project to upgrade the WWTP primary treatment system and scum removal process. The design includes multiple unit upgrades with major systems including: increased basin weir length with the addition of effluent finger weir troughs, chain and flight sludge scrapper units, and full upgrade of the scum removal system including the use of fine screen scum separation units.

Process Engineer, Niagara Falls Water Board – WWTP Effluent Disinfection Upgrades, New York, September 2019 – Present.

Serve as process engineer for the design of the capital improvement project to upgrade the WWTP effluent disinfection system. The design was developed to improve the WWTP control and monitoring of the WWTP effluent disinfection process using sodium hypochlorite. This system presents multiple design considerations given the plants variability of chlorine demand from sulfide generation in their secondary treatment process. This system is designed with a robust control and monitoring system to allow for consistent effluent disinfection.

Process Engineer, Niagara Falls Water Board – WWTP Optimization, New York, June 2018 – Present.

Serve as lead process engineer to develop physical/chemical treatment system alternative evaluations to improve the performance of the existing WWTP. Evaluations include: improvements to the effluent disinfection process; physical/chemical treatment optimization (i.e.,

treatment chemicals); and chemical use (i.e., oxidant) at the GAC filters. As lead process engineer, develop test plans and treatment systems to evaluate optimization conditions and provide Engineering Reports and recommendations for improved system operations.

Process Engineer, Niagara Falls Water Board – WWTP Biological Treatment Evaluation, New York, November- 2018 – July 2019. Served as lead process engineer to develop and test pilot-scale biological treatment systems to evaluate if a future conversion of the existing WWTP is an alternative. The technologies tested included a membrane biological reactor (MBR) system and an attached growth moving bed biological reactor (MBBR) system. Pilot testing was conducted over an 8-month period to evaluate multiple test conditions and evaluated the wastewater treatability using different biological systems.

Project Manager and Process Engineer, Southern Company, Georgia, March 2018 – June 2018. Serve as project manager and lead process engineer for a low-volume wastewater treatment system alternatives evaluation and treatment system design. Developed treatment system concept designs for temporary and permanent systems with critical compliance deadlines upcoming. Successfully delivered project scope on time to maintain system compliance and meet future design demands.

Process Engineer, Textile Client, South Carolina, February 2018 – June 2018. Serves as project manager and process engineer for an antimony treatment evaluation project. Perform an alternatives evaluation to review options to modify the facility's existing WWTP to improve treatment for antimony, while reducing chemical costs, and improving sludge management. Assisted the client with reviewing antimony treatment alternatives, provided conceptual designs and cost estimates for the alternatives, and worked with the client to conduct bench-scale testing and confirm the performance of the selected treatment process.

Process Engineer, Textile Client, Georgia, January 2017 – Jun 2018. Serves as project manager and process engineer for an effluent disinfection evaluation project. Perform an alternatives evaluation to review options to comply with new residual chlorine limits, while remaining in compliance with the existing pathogen permit requirements. Assisted the client with reviewing effluent disinfection alternatives, provided conceptual designs and cost estimates for the alternatives, and worked with the client and the selected technology vendors to review the treatment performance.

Project Manager and Process Engineer, Columbus Water Works, Georgia, May 2016 – December 2017. Serve as Project Manager and lead process engineer to develop local limits for industrial discharges to the South Columbus Water Reclamation Facility (SCWRF). This evaluation was conducted using water quality analytical data and information provided by CWW. The overall objective is to define the maximum loads available for the current industrial users discharging to the SCWRF and serve as a basis to determine if/what limits need to be set on the industrial sources and/or what improvements or adjustments should be made to the SCWRF to maintain effluent compliance.

Project Manager, EPRI and TVA Kingston, Tennessee, July 2015 – June 2018. Serve as Project Manager for a full-scale FGD wastewater treatment evaluation to optimize physical/chemical treatment performance. This full-scale

pilot includes the evaluation of multiple treatment conditions using common physical/chemical treatment chemicals (flocculant and coagulants) to assist EPRI with developing an FGD wastewater treatment operations manual.

Process Engineer, Confidential Power Client, Kentucky, June 2015 – June 2018. Serve as lead process engineer and designer for a demonstration-scale wastewater treatment system for a power client to evaluate treatment alternatives in advance of the Effluent Limit Guidelines (ELG) being finalized. As lead process engineer, we conducted onsite investigations, process water sample collection, and interviews to develop multiple treatment alternatives including process flow diagrams, mass balances, and Class 5 cost estimates that the client used for developing their financial planning. Served as the lead design and onsite engineer to construct, startup/commission, and operate demonstration-scale wastewater treatment systems at two of the client's generation stations. The treatment system included primary solids removal, physical/chemical metals co-precipitation, MBBR/DAF for nitrate removal, and four proprietary selenium removal process. Tasks included supervision of equipment installation, system startup, operation, sample collection and laboratory analysis, system troubleshooting, and data analysis. Tasks in addition to field activities included coordination with client and selenium system vendors, conducting weekly meetings, evaluating performance of selenium systems and writing final report.

Pilot Lead; Ammonia Reduction Biological Pilot Treatment, Confidential Oil and Gas Client, USA, 2015. Led design, procurement, installation and operation of an anoxic/aerobic biological process to remove ammonia from municipal wastewater. Acted as site lead and client interface to coordinate operational decisions throughout the study.

Process Engineer, Confidential Power Client, Indiana, February 2014 – December 2014. Serve as lead process engineer for a power client to evaluate treatment alternatives in advance of the Effluent Limit Guidelines (ELG) being finalized. As lead process engineer, we conducted onsite investigations, process water sample collection, and interviews to develop multiple treatment alternatives including process flow diagrams, mass balances, and Class 5 cost estimates that the client used for developing their financial planning.

Process Engineer, Confidential Power Client, Indiana, January 2012 – January 2015. Functioned as process engineer for a power client that was issued new mercury limitations on wastewater discharge from their generation stations. Assisted with developing treatment alternatives including bench scale testing of physical-chemical processes as well as evaluated a passive treatment pilot system as a potential alternative. Following successful evaluation and demonstration of treatment alternatives, Mr. Tudini served as the Client's engineer to develop the process design of a new treatment system at 2 of their generation stations to meet the new mercury discharge permit limits. The systems were successfully designed, constructed, and started up. The systems consistently meet effluent permit limits (specifically mercury).

Process Engineer, Textile Client, Georgia, September 2011 – June 2018. Project manager and process engineer for a wide range of projects. Initial scope of work was to evaluate the capacity and operation of existing WWTP as well as

mimic with bench scale operations with range of influent sources. Following successful evaluation, Mr. Tudini served as the Client's engineer for a range of projects. Projects/tasks include toxicity identification/reduction evaluations, WWTP operator training, solids management evaluations, permit renewal, antidegradation study, and conceptual effluent filtration study that has progressed to a full-scale design that was successfully constructed and started up in March 2014.

Project Manager and Process Engineer, Corning Incorporated Wastewater Treatment Alternatives Evaluation, Corning, New York, December 2011 – June 2012. Served as project manager and engineer to estimate potential pretreatment permit limits and develop wastewater treatment alternatives to meet the limits. The project team assisted the Client with system sampling, testing, data analysis, and issued a final wastewater treatment alternatives evaluation with Class 5 cost estimates that allowed the Client to make sound business decisions for implementation of a treatment system.

Project Engineer, Confidential Client - Fluidized Bed Reactor (FBR) Pilot and Stormwater Evaluation, Madison, West Virginia, February 2010 - June 2011. Operated an onsite FBR pilot test to evaluate "end-of-pipe" treatment options to address selenium compliance at surface mining operations in West Virginia. Functioned as on-site engineer to operate and manage the pilot FBR, conducted daily process analytical testing, and performed "clean sampling" procedures to study and assist with validating the overall performance of using FBR technology to remove selenium from sedimentation pond effluent within the surface coal mining operations to the required concentrations. In addition, served as project engineer and conducted a stormwater evaluation to study the impacts of storms on selenium concentration from discharges at two of Client's reclaimed surface coal mining outfalls. Assisted with the setup and start-up of the stormwater monitoring project and served as the point-of-contact for the field sampling team and laboratory over the duration of the 1-year study. Evaluated, monitored, and controlled system data and worked with the project manager and senior consultant to develop the final report evaluation submitted to the client. Both studies were developed into research papers that were presented at Water Environment Federation® (WEF) in 2011 and received the Rudolf's Industrial Waste Management Medal in 2012.

Project Engineer, Confidential Client - Front-end Engineering Design (FEED), Ras Tanura, Saudi Arabia, September 2009 - February 2010. Functioned as a process engineer to develop the basis of design and produce the material balance for the wastewater design portion of this project. Also, served as a project design engineer to create and maintain system IFD, BFD, PFDs, P&IDs, Process Controls Documentation, Data Sheets and Specifications for the wastewater FEED Package.

Project Engineer, Aerobic and Anaerobic MBR bench-scale testing and Anaerobic membrane pilot testing with ultrafiltration and reverse osmosis bench-scale testing, Bacardi, Puerto Rico, May to June 2008 and March to December 2013. Served as process engineer with onsite MBR bench-scale testing. Operated two bench MBRs (anaerobic and aerobic), conducted on-site treatability parameter testing, and data analysis. Mr. Tudini functioned as lead process engineer for follow on work conducted in 2013 to evaluate the reduction of effluent toxicity with the testing of membrane technology. Projected tasks

included operating an anaerobic membrane pilot with additional bench-scale testing of ultrafiltration and reverse osmosis. Provided assistance with pilot and bench scale testing plans and optimization.

Project Engineer, Pretreatment Evaluation and SOPs, Marine Corps Recruit Depot Parris Island (MCRDPI), Parris Island, North Carolina, February 2007 to March 2007. Served as a project engineer and developed SOPs for the existing pretreatment applications. Developed documents that assisted in the privatization of MCRDPIs wastewater treatment with the local POTW.

General Projects

Project Engineer, Environmental Laboratory Support and Environmental Compliance Technical Support for Water Treatment Plant and Process Initiatives, Anniston Army Depot, Alabama, November 2007 to March 2010. Served as a project engineer and assisted with laboratory permit testing, setup, personnel training, Chemical Hygiene Plan, and SOP production. Worked with project team to streamline existing laboratory practices and maintain compliance testing. Developed SOPs for the sanitary and industrial wastewater treatment plants at the Depot. Produced quality deliverables that contributed to ANAD's ISO14001:2004 certifications.

Project Engineer, SPCC Plan, Fort Benning, Georgia, November 2007 to May 2008. Served as a project engineer and assisted with field efforts, project calculations, and SPCC Plan production.



Thomas A. Loto, PE, BCEE

PROJECT DIRECTOR

QUALIFICATIONS

Firm

AECOM

Years of Experience

25+ (>1 with AECOM)

Education

MS, Environmental Engineering,
University of New Haven, CT, 1997

BS, Civil Engineering, Northeastern
University, MA, 1993

Registrations / Certifications

Professional Engineer: CT (#20540),
NY, RI

Professional Affiliations

American Academy of Environmental
Engineers

American Society of Civil Engineers

American Water Works Association,
CT Section, Chair of CT Section

Connecticut Society of Civil
Engineering, Water Resources - Chair

Hebron Inland Wetland Conservation
Commission, Chairman

National Engineering Honor Society
Water Environment Association

Mr. Loto joined AECOM in 2020 and has over 25 years of program management and project management experience on projects, including wastewater treatment plants, sewer system evaluations, pump stations, water supply, and sewer line design, stormwater investigations, odor studies, groundwater sampling and analysis, and groundwater and soil remediation. He has participated in collection system evaluation surveys and pump station condition assessments, and is experienced in design and construction of sanitary sewer systems, including new sewers and rehabilitation projects. Mr. Loto manages and negotiates concurrent contracts and task orders, oversees technical staff performing planning, design, and construction services, and provides design quality control. Mr. Loto is experienced in many areas of environmental engineering, with a strong focus on design and construction of water distribution and sanitary sewer systems including new sewers and rehabilitation projects. His projects have included pipe diameters ranging from 8-inch to 54-inch. Additionally, Mr. Loto has successfully completed complex projects in heavily congested areas in Hartford and New York City.

RELEVANT EXPERIENCE

Metropolitan District Commission, South Hartford Consolidation and Storage Tunnel Contract 5, West Hartford and Hartford, CT. Project Manager and Construction Manager for the construction and installation of 1150 feet of 54-inch, 2790 feet of 42-inch microtunnel, 1265 feet of 30-inch guided-bore jacked pipe, and various cast-in-place transition structures, pre-cast structures, and manholes into existing sewers and conduits. New odor control systems and SCADA controlled flow gates are to be installed where the new microtunnel pipes connect to drop-shaft structures. Various other site and roadway improvements. Project entails working with AECOM technical experts, resident engineers and numerous subconsultants in very soft clays and silts in busy City streets. Construction value is \$37 M.

Infiltration/Inflow Study, Meriden, CT. Study to identify portions of the collection system with extraneous flow. The project included metering of wastewater flows at 14 locations for 12 weeks, continuous gauging of groundwater levels and rainfall gauging at two locations. The project culminated in a report that recommended follow-up field investigations in several areas to isolate sources of I/I. Recommendations have been sent to CTDEEP for review. The implementation will occur in five phases.

Phase II Sanitary Sewer Evaluation Survey, Greater New Haven WPCA, East Haven, CT. Project manager for a Sanitary Sewer Evaluation Survey (SSES) in meter areas 5, 9, and 13 in East Haven and in the Middle Thorpe Drive study area in Hamden to identify excessive I/I sources. SSES tasks included 590 manhole

inspections, 120,000 lf of flow isolation and 84,100 lf of television inspection and traffic control. This report formed the basis of future rehabilitation work. [Prior to AECOM]

Phase III I/I Rehabilitation, Greater New Haven WPCA, East Haven, CT. Project manager for the continuing infiltration and inflow reduction program for the Greater New Haven Water Pollution Control Authority with design and bidding services in East Haven and Hamden. The project consisted of design and bidding services for I/I rehabilitation in the Area 10, Lower Farm River, Sewershed in East Haven, and the State Street Sewershed and Upper Thorpe Drive Sewershed Paradise Avenue Easement (UTDSPAE) in Hamden. This project included the Lower Farm River, Area 10, East Haven: 11,400 lf of sewer and 55 manholes, the State Street Sewershed, Hamden: 23,350 lf of sewer and 145 manholes and the UTDSPAE, Hamden: 2,110 lf of pipe and 10 manholes. Design included obtaining local inland wetland permits. Design was completed in the spring of 2013 with construction expected in 2014 and is being funded by the CTDEEP. [Prior to AECOM]

Infiltration/Inflow Rehabilitation Program Area 4, City of New London, New London, CT. Project manager for the Infiltration/Inflow Rehabilitation Program for Area 4 in the City of New London. The investigation included the evaluation of 43,000 feet of sewers, 249 manholes, and 612 buildings. After the investigations were completed contract documents were prepared that included the rehabilitation of 33,775 lf of selected sewers using cured-in-place lining and the rehabilitation of 208 manholes. [Prior to AECOM]

SSO Elimination, The Metropolitan District, Hartford, CT. Project manager for the Elimination of Sanitary Sewer Overflows for the MDC in three communities including the Town of Rocky Hill, Wethersfield, and Windsor, Connecticut. The project involved conducting flow measurements and analysis, identifying significant infiltration/inflow causing SSOs in four locations with approximately 225 miles of sewers. A total of 43 meters were installed during the metering program and approximately 575 manholes were inspected. Construction documents were prepared. Obtained Inland Wetland Permits from the Towns of Rocky Hill, Wethersfield, Windsor, and the City of Hartford. In addition, discussions were held with the CTDEEP and the Army Corps of Engineers. MBE/WBEs were utilized during the design. [Prior to AECOM]

Sanitary Survey of Water Treatment, South Central Connecticut Regional Water Authority, CT. Project engineer for conducting a sanitary survey of treatment and distribution facilities. Field inspections included 3 surface water treatment facilities, 28 finished-water storage facilities, 5 groundwater supply facilities, 32 pumping

stations, 6 pressure-regulating valves, and numerous surface water supplies and intakes. [Prior to AECOM]

Sewer Rehabilitation, Town of Vernon, Vernon, CT. Project manager for a sanitary sewer rehabilitation project that included design, bidding assistance, and construction administration services. Included 5,900 feet of cured-in-place (CIP) lining to the Rails to Trails trunk sewer and cementitious lining and epoxy application to 20 manholes. The project also included repairs/rehabilitation to 20 problematic sections of sewer and repair/lining of a steel wetwell using epoxy. The final portion of the project included sewer replacement of approximately 300 ft of the 8 inch vitrified clay pipe in the Kenneth drive easement and approximately 234 ft of 8 inch vitrified clay pipe in Fern street. [Prior to AECOM]

Station A and D Force Main, Town of Greenwich, Greenwich, CT. Project manager for the design of two sanitary sewer force mains totaling approximately 2,000 ft for the town to meet a CTDEEP Consent Order. The contract documents include open-cut and pipe-bursting alternatives. [Prior to AECOM]

Wastewater Pump Station Modifications, Town of Greenwich, Greenwich CT. Modifications are included at 11 stations. Work included demolition, precast wetwells and valve vaults, associated mechanical piping, HVAC modifications, architectural, electrical and instrumentation work, and site restoration. [Prior to AECOM]

Groton Fort Hill Design, Town of Groton, Groton, CT. Project manager for the implementation of long-term plan recommendations for the Fort Hill Homes area, including approximately 19,700 ft cured-in-place lining of 8-in to 18-in sewer pipe, 9,300 ft of lateral replacement, cementitious lining of 104 manholes, installation of 23,100 ft of new 6-in and 8-in PVC pipe, and the installation of 19 new manholes. [Prior to AECOM]

Franklin Avenue 5 Sewer Separation Project, The Metropolitan District Commission, Hartford, CT. Project manager for the construction of the separation of existing storm drain and sanitary sewer systems; the rehabilitation of 10,923 feet of existing 8-inch to 33-inch drain and sewer pipe; the installation of 4,411 feet of new 10-inch to 30-inch storm drain pipe and structures; the installation of 8,550 feet of new 8-inch to 24-inch sanitary sewer pipe and structures; the relocation of 7,323 feet of existing 6-inch to 12-inch water mains; the exterior and interior disconnection of 236 buildings; tree removal; and surface improvements. Construction is complete. [Prior to AECOM]



John G. Goeddertz, PhD

Senior Project Manager

Education

BS/ Civil Engineering/ 1984/
State University of New York at
Buffalo

MS/ Civil Engineering/ 1986/
State University of New York at
Buffalo

PhD/ Civil Engineering/ 1990/
State University of New York at
Buffalo

Years of Experience

With AECOM: 14
With Other Firms: 16

Areas of Expertise

Wastewater and Stormwater
Process Evaluation

Wastewater Treatment Facility
Design and Construction

Wastewater Treatment Facility
Operation and Maintenance,
Troubleshooting

NPDES Permitting

Dr. Goeddertz is a wastewater and stormwater process evaluation and NPDES permitting expert. He has worked extensively in the evaluation, concept design, detailed design, permitting, construction, operation, and troubleshooting of stormwater/wastewater management and treatment facilities for both municipal and industrial clients. Has performed extensive bench and pilot testing work and developed numerous basis of design reports that led to detailed design and construction of biological and physical/chemical treatment facilities.

MUNICIPAL WASTEWATER TREATMENT SYSTEMS

Project Manager, Niagara Falls Water Board – WWTP Biological Treatment Evaluation, New York:

Project Manager responsible to develop and test pilot-scale biological treatment systems to evaluate if a future conversion of the existing WWTP is an alternative. The technologies tested included a membrane biological reactor (MBR) system and an attached growth moving bed biological reactor (MBBR) system. Pilot testing was conducted over an 8-month period to evaluate multiple test conditions and evaluated the wastewater treatability using different biological systems.

Project Manager, Niagara Falls Water Board – WWTP Sedimentation Basin and Scum Removal Upgrades, New York:

Project Manager for the design of the capital improvement project to upgrade the WWTP primary treatment system and scum removal process. The design includes multiple unit upgrades with major systems including: increased basin weir length with the addition of effluent finger weir troughs, chain and flight sludge scrapper units, and full upgrade of the scum removal system including the use of fine screen scum separation units.

Project Manager, Niagara Falls Water Board – WWTP Effluent Disinfection Upgrades, New York:

Serve as Project Manager for the design of the capital improvement project to upgrade the WWTP effluent disinfection system. The design was developed to improve the WWTP control and monitoring of the WWTP effluent disinfection process using sodium hypochlorite. This system presents multiple design considerations given the plants variability of chlorine demand from sulfide generation in their secondary treatment process. This system is designed with a robust control and monitoring system to allow for consistent effluent disinfection.

Project Manager, Niagara Falls Water Board – WWTP Optimization, New York:

Project Manager responsible to develop physical/chemical treatment system alternative evaluations to improve the performance of the existing WWTP. Evaluations include: improvements to the effluent disinfection process; physical/chemical treatment optimization (i.e., treatment chemicals); and chemical use (i.e., oxidant) at the GAC filters.



Project Manager, Buffalo Sewer Authority (BSA), Secondary System Rehabilitation and Upgrades, Buffalo, NY: Provided engineering design services to replace the existing fine bubble diffuser aeration system with a more energy efficient aeration system. Rehabilitated the existing secondary treatment system including various valves and flow meters, the return activated sludge system, waste activated sludge system, and installation of stop logs in effluent channels and Chlorine Contact Tank.

Project Manager, Buffalo Sewer Authority (BSA), Anaerobic Digester Waste Stream Addition and Co-Digestion Facility Improvements, Buffalo, NY: Conducted a study at the BSA that investigates the Plant's ability to accept high strength waste streams and food wastes into their anaerobic digester and optimize the management of all hauled waste materials including septic, oil and grease, leachate, and sludge.

Project Manager, Town of Amherst, Evaluation of Tertiary Filtration System and Design of Related Upgrades, Amherst, NY: Responsible for evaluation of the Town of Amherst tertiary filtration system. Prepared detailed design of ancillary improvements including: HVAC renovation, slide gate installation, slide gate automation, clarifier modification, and refurbishment of intermediate lift station.

Project Manager, Town of Amherst, Tertiary Filtration Upgrade Project, Amherst, NY: Project Manager responsible for design and installation of cloth media filtration upgrade to existing traveling bridge filters. Project was first of its kind in New York State and expanded the tertiary treatment capacity of the plant from 30 mgd to 72 mgd.

Project Manager, Town of Amherst, Preparation of Solids Handling Standard Operating Procedures (SOP), Amherst, NY: Preparation of Standard Operating Procedures (SOP) for the Town of Amherst solids handling facilities. Included a detailed evaluation of solids processing methods and developed a number of recommendations to improve the plant's solids processing capability. The most significant of which were the recognition and optimization of the two-phase digestion process, and the development of a mechanical device to control digester foaming. These improvements enabled the facility to achieve organic loading rates in their digesters that were far in excess of prior loading rates. By doing so, the Town eliminated landfilling of undigested sludge and saved significant amounts of money.

Project Manager, Town of Amherst Scum System Improvements, Amherst, NY: Evaluated and implemented improvements to the facility's primary, secondary, and tertiary clarifiers scum removal systems (3 separate systems), including replacement of existing inoperable pneumatic injectors with 3 duplex chopper pump centrifugal pump systems. Design improvements included combining both primary clarifiers scum systems into one common system thereby eliminating the need for separate primary scum systems. Provided detailed design and construction phase services.

Project Manager, Town of Amherst, Gate Actuator Replacement with Hydraulic Actuators, Amherst, NY: Evaluated and implemented improvements to the facility's influent pumping station (Building 1) isolation gates to switch from electric motor actuators to hydraulic cylinder based systems to eliminate having electrical components located in an area that routinely flooded. The work included 9 separate actuators, of which 5 were vertical gates, and 4 were ¼ turn butterfly gates. All 9 gates were powered from a common hydraulic power pack located in the dry well that was not subjected to flooding. Provided detailed design and



construction phase services.

Project Manager, Town of Amherst, Dewatering Polymer Make Up System Replacement, Amherst, NY: Evaluated and implemented improvements to the facility's dewatering polymer make-up and feed systems. Work included a new bulk bag feeder/makeup system that eliminated the need for operators to handle numerous 50 pound bags and the resulting fugitive dust conditions. Design improvements resulted in reduced polymer consumption as a result of improved makeup and aging; along with a reduced unit price for polymer in switching to the larger super sack units. The system also included new polymer feed pumps with VFDs that were integrated into the facility's existing centrifuge controls via the plant's SCADA system. Provided detailed design and construction phase services.

Project Manager, USACOE, WWTP Conditions Assessment and Phosphorous Reduction Evaluation, Plattsburg, NY: Performed an evaluation of the City of Plattsburg, New York WWTP to look at the feasibility of achieving phosphorous discharge reduction. The WWTP discharges to Lake Champlain, which has a TMDL in effect for phosphorus. The US Army Corps of Engineers tasked URS with evaluation of five options for achieving phosphorous reduction. For each option, URS developed a capital and O&M cost estimate. For all options, URS had to consider the condition of existing facilities, and where necessary URS incorporated facilities upgrades into the option cost.

Project Manager, Buffalo Sewer Authority (BSA), Anaerobic Digestion Facilities, Buffalo, NY: Evaluate and implement \$11 million worth of improvements to the BSA anaerobic digestion facilities. The BSA has eight digesters, six primary and two secondary. URS was responsible for analysis and design of high-rate conversion of four 100-foot diameter digesters. Upgrade included new steel duo-deck floating covers, pumped mixing system, improved heating system, and SCADA controlled feed and withdrawal system. Responsible for troubleshooting and developing recommendations for improved operation of all primary digesters.

Project Manager, Buffalo Sewer Authority Centrifuge Nos. 1 and 2 Installation, Buffalo, NY: URS prepared detailed design documents for the installation of new centrifuges No. 1 and 2 at the BSA's WWTP. In addition to detailed design, URS performed construction inspection and construction administration services throughout construction. System included screw conveyors to direct sludge to one of two belt lines feeding three incinerators and new nuclear weigh scales on the two conveyor belts. The centrifuge controls were integrated into the existing SCADA system. Provided services throughout design, bid, and construction phases.

Project Manager, Buffalo Sewer Authority Incinerator Ash Handling System Evaluation Design, and Construction, Buffalo, NY: URS evaluated the existing pneumatic ash conveyance system that transports ash from the facility subbasement to the top of their two ash silos (100 vertical feet), along with the ash load out system that takes ash from the silos, mixes it with water to reduce dusting, and deposits it into dump trucks which transport the material to landfill. URS evaluated several options and elected to upgrade the existing system. Design documents were prepared and URS provided construction inspection and management services during construction.

Project Manager, Evaluation of Effects of Thiourea Discharges on BSA WWTP, Buffalo Sewer Authority, Buffalo, NY: A proposed



industrial discharger that manufactures photovoltaic panels approached the BSA about obtaining an indirect discharge permit for discharge of their industrial wastewater. AECOM was tasked with reviewing the facility's baseline monitoring report and identifying any substances of concern. AECOM was also tasked with performing a detailed evaluation of the potential effects of thiourea on the BSA WWTP. A literature and regulatory review was performed along with performing an extensive search to identify and evaluate all other direct or indirect discharge permits that include thiourea. Bench scale laboratory testing was performed to determine the impact of thiourea on existing BSA WWTP operations including bio uptake, nitrification, anaerobic digestion, and chlorination. Based upon the literature review, discharge permit search, and the laboratory results; recommendations for thiourea limitations were developed. The report is the most comprehensive compilation of information regarding the impact of thiourea discharges on a biological wastewater treatment plant.

Project Manager, Erie County Department of Environment and Planning, East Aurora WWTP Energy Efficiency Study, East Aurora, NY: Performed energy efficiency study of ECSD No. 8 East Aurora WWTP. The evaluation considered motor loads greater than 5 Hp, HVAC equipment, water heaters, and lighting. The study resulted in the recommendation to perform approximately \$30,000 worth of capital upgrades that will result in energy savings of approximately \$7,000 per year, proving a 4 year payback period. The work was funded by ECSD No. 8 and NYSERDA.

Project Engineer, Erie County Department of Environment and Planning, East Aurora Sewage Treatment Plant, East Aurora, NY: Evaluated the East Aurora Sewage Treatment Plant to determine process upgrades necessary to meet 20-year service life. Evaluated several options to eliminate the WWTP in favor of directing the sewage to a regional treatment facility.

Project Manager, Niagara Falls Water Board, Wastewater Treatment Plant Capital Improvements Program Management, Niagara Falls, NY: Served as program manager for implementation \$7 million worth of capital upgrades to the Niagara Falls WWTP. Work included project scoping and preparation of engineering RFPs for bidding by consulting firms. Important aspect was preparation of accurate cost estimates that would determine how much work could be performed and stay within the allotted budget. URS reviewed engineering proposals and recommended award. During design URS was responsible for review of project deliverables.

Project Manager, Niagara Falls Water Board, WWTP Mercury Reduction Evaluation, Niagara Falls, NY: Performed a study of the NFWB WWTP that included sampling and analysis for mercury at various locations in the treatment process; that was then followed by a detailed process evaluation. A work plan was developed and executed with 13 locations being sampled for low and/or high level mercury concentrations over the course of two days, on two separate occasions (warm weather event/ cold weather event). Speciation was also considered (total, dissolved, methyl Hg) at each location. The results along with a process analysis determined that mercury is present predominately in the WWTP's solids and was not present in a dissolved or methyl Hg state. Process evaluation provided recommendations for process management that will minimize the concentration of mercury present in the outfall by improving



solids management throughout the WWTP.

Project Manager, Niagara Falls Water Board, WWTP Turbidity Evaluation, Niagara Falls, NY: The NFWB was required to evaluate the cause of effluent turbidity in the lower Niagara River adjacent to the plant's outfall. Performed a study of the NFWB WWTP to sample and analyze for various parameters at various locations in the treatment process to enable a detailed process evaluation to be performed. A work plan was developed and executed with 13 locations being sampled for a number of parameters including turbidity over the course of three events each lasting one week, on three separate occasions (warm weather event, medium temperature event, and cold weather event). The results along with a process analysis determined that turbidity was caused by chlorination of sulfide that was being generated in the WWTP processes. A number of alternatives were developed that would reduce or eliminate the resulting turbidity. Costs for each alternative were developed. A detailed report was prepared and submitted to the NYSDEC and USEPA.

Project Manager, North Chautauqua Lake Sewer District WWTP Upgrades, Mayville, NY: Evaluated the existing condition of the NCLSD WWTP and prepared an engineering report for recommended capital improvements. After acceptance of the Engineering Report by the NYSDEC, URS was tasked with preparing the detailed design and managing the bidding process. The work consisted of replacing the facilities RBCs with new RBCs and replacement of the influent screw pumps and controls. During construction URS provided resident inspection and construction administration services. The project was completed under budget. As a follow-on project URS provided complete engineering services to assist the NCLSD with replacement of the roof on the administration building. Work included asbestos survey, design, bidding, and construction inspection and administration.

Project Manager, North Chautauqua Lake Sewer District, Phosphorous Reduction Engineering Evaluation, Mayville, NY: In response to the issuance of a phosphorous total maximum daily load (TMDL) the NCLSD was tasked with evaluating and implementing WWTP upgrades that would reduce their phosphorous loading to Chautauqua Lake by approximately 80%. Interim removal limits were also established at 1 mg/l. AECOM assisted with implementing the interim removal system which consisted of ferric chloride addition, and with evaluating options to meet the long term phosphorous removal requirement of approximately 0.3 mg/l effluent limitation. Multi-point chemical addition with filtration was ultimately selected as the required technology to meet the long term phosphorous mass discharge limitation. Grant applications were prepared and submitted to obtain NYSEFC funding for the project.

Project Manager, Town of Chautauqua, Chautauqua Heights Sewer District Phosphorous Reduction Engineering Evaluation, Town of Chautauqua, NY: In response to the issuance of a phosphorous total maximum daily load (TMDL) the Town of Chautauqua Chautauqua Heights Sewer District (CHSD) was tasked with evaluating and implementing WWTP upgrades that would reduce their phosphorous loading to Chautauqua Lake by approximately 80%. Interim removal limits were also established at 1 mg/l. AECOM evaluated compliance options and determined that significant upgrades to the small plant would be required in order to meet the approximately 0.3 mg/l effluent limitation. Alternatively, options to eliminate the WWTP and instead pump the plant's influent wastewater to the NCLSD WWTP in Mayville were also considered. This option was evaluated as a stand-alone option or



implemented in conjunction with an overall “sewer the lake” alternative that would provide sewer service around the entire Chautauqua Lake. Ultimately the option to close the plant and instead convert it into a pumping station that would pump the wastewater to the NCLSD was selected. Grant applications were prepared and submitted to the NYSEFC.

Project Manager, SPDES Permit Assistance, City of Salamanca Board of Public Utilities, Salamanca, NY: Assisted with the review and comment of draft SPDES permit including review of stringent total residual chlorine discharge limitations.

Technical Lead, City of Salamanca Board of Public Utilities, Treatment Plant Upgrades, Salamanca, NY: Evaluated effect of proposed casino facilities on existing treatment plant and recommended upgrades to treatment plant to enable processing of casino flows and loadings. Designed and installed upgrades to aeration facilities (fine bubble diffused air with DO control) and solids handling facilities (thickening, dewatering, and pumping). Novel thickening process was implemented to thicken aerobic digester contents so that additional thickener volume was not necessary.

INDUSTRIAL WASTEWATER TREATMENT AND EVALUATION

Project Manager, Confidential Industrial Client, Whole Effluent Toxicity Identification and Reduction Evaluation, Syracuse, NY: In response to a failed whole effluent toxicity test, the facility was tasked by the NYSDEC with performing a Toxicity Identification Evaluation / Toxicity Reduction Evaluation study. AECOM was contracted to perform the work and it was determined that groundwater effluent from the facility’s groundwater treatment system was the cause of the toxicity, solely due to its elevated mineral content. Extensive testing and analysis of the various sources of flow were conducted to be able to make this determination. Once the source was known AECOM evaluated a number of alternatives to eliminate the toxicity. Options ranged from discharging the water elsewhere (sanitary sewer, different receiving water, deep well injection), to treatment to remove mineral content (reverse osmosis). At this time options are still being evaluated.

Project Manager, Confidential Industrial Client, Oil and Grease Discharge Violation Elimination, Syracuse, NY: In response to repeated oil and grease discharge violations (150 mg/l) with the facility’s sanitary sewer discharges, AECOM was contracted to evaluate the root cause and to assist with implementing a solution. AECOM performed a detailed site visit to look at the outfall locations and to understand the nature of the wastewater and the oil and grease violations. Existing sample collection methods were observed. AECOM determined a number of contributing factors including:

- Overly restrictive discharge permit,
- Excessive sampling requirements in the facility discharge permit,
- Sampling methods that resulted in sediment and particulate entrainment that biased sample results,

It was suggested that a meeting be held with the permitting authority during which modifications to the facility’s permit would be requested that should eliminate future violations. The permitting authority was agreeable and changes were made to their permit that eliminated any further discharge violations.



Project Manager, Confidential Industrial Client, SPDES Permit Evaluation and Application Preparation to Simplify Discharge Permit and Reduce Onerous Requirements, Rochester, NY:

AECOM was contracted to review the facility's SPDES permit and to assist with preparing an application for renewal. During the process 5 years of data was reviewed and it was determined that the facility's permit was overly onerous and results in excessive samples having to be collected and analyzed, the majority of which returned "non-detect" analytical results. A presentation was prepared that was presented to the NYSDEC regional office. At the same time the permit renewal application along with a list of requested changes was submitted to the NYSDEC. The information was received favorably, and the facility is awaiting their SPDES permit renewal which is expected to contain a significantly reduced monitoring program.

Project Manager, Bristol Myers Squibb, Phosphorous Reduction Evaluation, Syracuse, NY:

URS was tasked with evaluating options for modifying an existing industrial wastewater treatment plant discharging to a regional POTW. Over time the influent wastewater to the plant has changed and is considerably weaker than it used to be. As a result the current biological wastewater treatment plant was oversized relative to its needs, which consisted primarily of phosphorous removal. A number of alternatives were identified and bench scale testing was performed. Ultimately phosphorous precipitation with DAF flotation of the solids was recommended. The DAF separation process was an attempt to repurpose an existing treatment process. Conceptual cost estimates were developed for each option considered.

Project Manager, Confidential Industrial Client, Water Use Reduction Evaluation, Owego, NY:

Participated in three day water Kaizen to review plant water usage and to make recommendations for water use reduction. Performed review of 5 years of water use records along with analysis of water usage and its cost. Ultimately determined that water billing structure was flat and therefore there was no financial incentive to reduce water use. Beside the rate determination, a number of water use reduction measures were identified including elimination of once-through cooling water, implementation of low flow faucets, and reuse of treated groundwater for utility purposes.

Project Manager, Confidential Industrial Client, Evaluation of Combined Groundwater and OCPSF Process Wastewater, Ringwood IL:

Responsible for evaluation of combining remediation groundwater and OCPSF process wastewater to meet ammonia and OCPSF limits. Project started with a paper study to evaluate treatment alternatives. Alternatives included biological oxidation, chemical oxidation, and air stripping in various combinations. Aerobic biological treatment (nitrification) was selected based upon technical and economic feasibility, and upon source sampling that showed no toxic or inhibitory compounds were present in the groundwater or process wastewater. Treatability testing was then conducted to compare suspended growth to fixed film nitrification systems. All work was run at 50°F, which is the expected groundwater and combined process wastewater temperature. Based upon the treatability testing and detailed economic evaluations, membrane bioreactor technology was selected for implementation. Supplemental heat was also provided.

Project Manager, Allied Waste, Compliance with CWT PSES, Niagara Falls, NY:

Project to evaluate compliance strategies for Centralized Waste Treatment (CWT) industry to determine optimal method of complying with CWT PSES categorical standards. The work included



bench testing of various wastewaters for metals removal.

Project Manager, Wyeth-Ayerst, Wastewater Study for a Manufacturer of Injectable Pharmaceuticals, Cherry Hill, NJ: A wastewater study for a manufacturer of injectable pharmaceuticals to meet pretreatment requirements and address pretreatment discharge violations. The study identified and characterized all wastewater sources including the development of a tree diagram and a water and pollutant mass balance. Near source data was compared to end of pipe data also collected during the study. Primary flow monitoring structures were custom fabricated and installed at end-of-pipe locations in adverse conditions enabling the collection of flow proportional samples for the first time at the facility. The study recommended near source pollution prevention measures, near source treatment, and end-of pipe treatment of the combined facility discharge to meet current and likely future categorical discharge limits. The study results were implemented by the facility.

Project Engineer, Wyeth-Ayerst, Wastewater Characterization and Evaluation Study, West Chester, PA: A wastewater characterization and evaluation study for a pharmaceutical penicillin compounding facility. Wastewaters contained elevated solvent concentrations. Responsible for design and implementation of the near source (10 locations) and end-of-pipe wastewater flow and characterization study (4 locations). Assisted in the development of alternative concept designs for meeting local pretreatment standards and likely future categorical discharge limits.

Task Manager, Bristol Myers Squibb, Anaerobic Treatability Studies, Syracuse, NY: Responsible for experimental design, construction, setup, initiation, and technical direction of anaerobic treatability studies for the treatment of penicillin manufacturing wastewater. Bench scale studies included serum bottle studies and fill and draw reactors for the treatment of solvent laden wastewaters, sulfate rich wastewaters, and mycelial solids waste streams. Assisted in the development and conduct of aerobic digestion studies, batch nitrification inhibition studies, and waste activated sludge conditioning studies for treatment of these same pharmaceutical wastewaters. Aerobic biological treatment was recommended as it was determined that anaerobic treatment was subject to upset due to toxic/inhibitory effects of solvents and sulfide. Assisted in the preparation of conceptual design reports that included a technical and economic feasibility study of potential management/ treatment alternatives, and the development of process trains that would provide adequate treatment to meet both current and future categorical discharge limitations.

Task Manager, Wyeth-Ayerst, Characterization of OCPSF Categorical Wastewater and Stormwater, Various Locations (NY, NJ, & PA): Responsible for characterization of OCPSF categorical wastewater and stormwater. Data was used in support of SPDES / NJPDES Direct Discharge Permits.

Task Manager, Wyeth-Ayerst, NPDES Compliance - Two Pharmaceutical Facilities, NY: Responsible for evaluating two pharmaceutical facilities for compliance with 1999 categorical standards. Work included outfall identification, category classifications, sample collection, preparation of baseline monitoring report, and recommendations to maintain compliance.

Project Manager, GE Transportation, WWTP Upgrades, Erie PA: URS performed numerous assignments to assist the GE Erie facility upgrade its



physical/chemical wastewater treatment plant. The plant consists of equalization and chemical addition/precipitation followed by clarification. Sludge is filter pressed and disposed of off-site. The principal constituent being removed is phosphorous. Upgrades consisted of five large above ground wastewater tanks, interconnecting piping, new sludge storage and thickening facilities, and miscellaneous plant upgrades (sump pump replacement, effluent pump replacement, instrumentation and control upgrades, O&M Manual preparation. URS' novel approach to reusing existing facilities whenever possible resulted in savings approaching \$10 million over a plan put forth by others.

Project Manager, Dekas Cranberries, Evaluation of Proposals for Design-Build-Operate WWTP at Cranberry Processing Facility, Carver, MA:

URS was tasked with evaluating competing design-build-operate proposals for a new wastewater treatment plant at a cranberry processing facility in Carver, Massachusetts. The plant's wastewater is a very high strength stream that is readily biodegradable. The proposers provided either sequenced anaerobic/aerobic treatment or all aerobic treatment. Ultimately a treatment system consisting of an upflow anaerobic sludge blanket reactor followed by an aerobic membrane bioreactor was selected. The MBR effluent was then processed through a reverse osmosis unit that allowed the effluent to be reused in the for cooling water. The reuse solution will help to alleviate water consumption at the plant , where well water must be heavily treated before it can be used.

Project Manager, Goldman Titanium, Wastewater Evaluation and Compliance Evaluation, Buffalo, NY:

URS evaluated process wastewater discharges from a titanium processing facility for compliance with the facility's discharge permit, local sewer use ordinance, and categorical discharge standards (metal finishing). As part of the evaluation process URS collected several wastewater samples and analyzed them for constituents of concern. URS provided recommendations for achieving compliance. A revised discharge permit application was submitted which resulted in receiving favorable discharge limitations for titanium.

Project Manager, Rohm & Haas, Membrane Bioreactor Wastewater System, Ringwood, IL:

Responsible for technology selection, preliminary design, and procurement specification preparation of a membrane bioreactor addition to an existing industrial wastewater activated sludge plant that was upgraded to treat 200 gpm of remediation groundwater. Primary chemical contaminant was ammonia. System included alkalinity addition and pH control.

Project Manager, Ravenswood Aluminum, Aluminum Manufacturing Facility Ultrafiltration Wastewater System, Ravenswood, WV:

Responsible for design of a \$4 million ultrafiltration wastewater system for a primary aluminum facility. The ultrafiltration system was necessary for the treatment of soluble oils from a hot rolling mill. The design incorporated a tubular and a rotary ultrafiltration system that is capable of taking wastewater containing 1/2 percent soluble oil and creating 100% pure waste oil suitable for energy recovery.

Task Manager, Whitehall Robbins, Wastewater Treatment System,

Richmond, VA: Responsible for evaluation of unique wastewater containing extensive amounts of oily/waxy substances. Treatability testing was conducted with wastewater and with the facility's product line to determine melt points, and separability. Detailed design of oily/waxy



wastewater treatment system was provided. The design utilized a heated wet well followed by a heated oil/water separator to separate petrolatum, wax, and cocoa butter from process wastewater to avoid sewer plugging and potential violations of the sewer use ordinance. Underground sewers were replaced with insulated ductile iron pipe and upstream steam addition was provided to prevent solidification of materials prior to the wet well.

Project Manager, Frito Lay, Odor Control Evaluation and Design, Topeka, KS: Evaluation and design of an odor control system utilizing a sodium hydroxide/sodium hypochlorite three stage packed scrubber system. The system was used to treat 40,000 scfm of off gasses from a roughing trickling filter. In order to capture all emissions, an aluminum geodesic dome was installed atop the trickling filter. The system successfully eliminated nuisance odors and eliminated neighborhood complaints.

Task Manager, ALCOA Aluminum, Wastewater Studies, , Massena, NY: Conducted treatability studies on inactive hazardous waste lagoon wastewater and process coolant for removal of emulsified oils, solids, and PCBs at a primary metal manufacturer. Bench scale studies examined emulsion breaking (chemical and thermal), filtration, and activated carbon absorption. The studies resulted in the design and construction of full-scale physical/ chemical treatment system.

REMEDIATION SITE GROUNDWATER TREATMENT

Task Manager, Cherry Farm / River Road PRP Site, Tonawanda, NY: Remediation of landfill site including design of CERCLA site groundwater physical/chemical treatment system. The design incorporated emulsion breaking, chemical addition, oil separation, activated carbon adsorption, equalization, and pH adjustment; primarily for PCB removal. Work also included startup, operation and maintenance (5 years), and troubleshooting. Responsible for achieving discharge permit compliance.

Task Manager, Honeywell, Groundwater Treatment System, Sidney, NY: Responsible for detailed design of a 100-gpm groundwater pump and treat system that includes: emulsion breaking, oil skimming, iron removal, filtration, air stripping, secondary filtration, and granular activated carbon adsorption. The design was conducted under a tight time schedule to meet the requirements of an order-on-consent. Unique permitting requirements were necessary, as the facility was located in the New York City drinking water watershed.

Project Manager, Honeywell, Metals Removal at Former Wood Treating Facility, East Park, GA: Responsible for design of a metals removal process that was integrated into an existing dissolved organics treatment system at a wood treating facility. Treatment for the 75 GPM flow included oil removal (LNAPL/DNAPL), equalization, pH adjustment, mixing, flocculation, sedimentation, and pH adjustment. The design of the system enabled uninterrupted operation of the existing dissolved organics removal system throughout construction.

Project Manager, Honeywell, 500-GPM Pump and Treat System, Moundsville, WV: Design of a 500-gpm pump and treat system for chlorinated VOCs. System utilizes an air stripper, catalytic oxidizer, and caustic scrubber. A unique clean-in-place system was designed to enable descaling of the air stripper without having to manually clean the unit. A separate treatment system was constructed for treatment and re-use of



the acidic wash water.

MUNICIPAL WASTEWATER COLLECTION SYSTEMS

Project Engineer, Buffalo Sewer Authority (BSA) Comprehensive Combined Sewer Overflow (CSO) Long Term Control Plan, Buffalo, NY: Responsible for QA/QC, including review of cost estimates for short-term, intermediate-term, and long-term implementation of the Long Term Control Plan (LTCP). The BSA was required to prepare and implement the LTCP for discharges from their CSO as part of their treatment plant discharge conditions.

Technical Manager, Erie County Department of Environment and Planning, Village of Blasdell Sewer Service Consolidation, Blasdell, NY: Included the concept and detailed design for the consolidation of the Blasdell Wastewater Treatment Facility (4-mgd average, 10-mgd peak) into the regional Southtowns Treatment Facility (18-mgd average, 62-mgd peak). Project includes new interceptor sewer, elimination of seven pump stations, and upgrade of one wet weather pump station to direct wet weather flows to existing ORF.

Project Manager, Erie County Department of Environment and Planning, Village of Hamburg Sewer Rehabilitation Design and Pump Station Elimination Evaluation, Hamburg, NY: Developed engineer's report and performed detailed design for sewer system rehabilitation including manhole rehabilitation. Work included lining and spot repairs, along with manhole grouting, coating, and chimney sealing. Evaluated options for elimination of five pumping stations via the use of gravity sewers.

Project Manager, Erie County Department of Environment and Planning, Town of Lancaster Sewer Evaluation, Lancaster, NY: Performed flow monitoring, television inspection, and smoke testing to evaluate infiltration and inflow and to recommend methods to minimize infiltration and inflow. Prepared engineer's report of findings.

Project Engineer, Erie County Department of Environment and Planning, Sweetland Road Pump Station Evaluation, Hamburg, NY: Responsible for determining why VFDs at pump station could not run at 100 percent speed without tripping due to electrical fault. Determined several contributing factors including undersized transformers and improperly wired electric meter. Ultimately the age and design of the VFDs was determined to be the source of harmonics that caused the drive to trip. Recommendations for drive replacement were made.

Project Engineer, Erie County Department of Environment and Planning, Wilmuth Pump Station Evaluation, Lackawanna, NY: Responsible for evaluation of pump station to determine reason for pump shearing its shaft whenever two pumps were run at the same time. Contributing factors were determined to be non-optimal piping design, however the principal reason was determined to be a poorly designed pump impeller and shaft that caused excessive stress in the pump shaft ultimately leading to shaft shearing. Recommendations for wet end upgrade were made.

Project Engineer, New York Power Authority, Falls Street Tunnel Flow Monitoring Program Design and Implementation, Niagara Falls, NY: Responsible for design and installation of flow monitoring system within the Falls Street Tunnel. Purpose of the project was to determine



the amount of dry weather infiltration in a 1,000-foot long section of rock tunnel located 45 feet below ground. A number of obstacles were overcome to successfully carry out the month long flow monitoring study under difficult conditions.

Project Manager, Niagara Falls Water Board, Falls Street Tunnel Infiltration Elimination Project, Niagara Falls, NY: URS prepared a feasibility study to look at various options for elimination of a 6 mgd infiltration problem into the Falls Street Tunnel. The FST is a rock tunnel that crosses atop the New York Power Authority's power conduits. Water from the conduits leaks out and infiltrates the rock tunnel amounting to approximately 20% of the total daily flow to the Niagara Falls WWTP. Examined options including: grouting, lining, and elimination of the tunnel. In the end an alternative to eliminate the tunnel was selected because it had the potential to save approximately \$12 million dollars from the budgeted cost of \$19 million. URS was subsequently tasked with preparing the detailed design for the project. URS prepared plans and specifications, assisted in the bid process, and performed resident inspection and construction administration services for the \$7 million project.

Project Manager, Niagara Falls Water Board, Falls Street Tunnel Contract 67A, Niagara Falls, NY: Following the Falls Street Tunnel elimination project, once the tunnel was flooded and groundwater levels rose by approximately 20 feet, leaks were detected in three other locations. For two of the locations a fast track design of repairs was performed. Repairs included bulkhead construction and connection elimination. The project was bid out and work was completed within a matter of months. Services included construction phase management and daily inspection.

Project Manager, Niagara Falls Water Board, Iroquois Street Sewer Evaluation and Lining, Niagara Falls, NY: The third and final leakage point that was discovered following flooding of the Falls Street Tunnel was the Iroquois Street sewer/tunnel. Evaluated and designed improvements to a 1917 vintage 54-inch diameter segmented block sewer / tunnel system that was determined to be leaking groundwater infiltration at a rate of 5 mgd or more. Confined space inspections were performed to determine that there were serious structural problems in addition to the groundwater infiltration. Alternatives for repair, replacement, and relining were considered and option cost estimates were developed. Due to the industrial nature of the surrounding land and interfering utilities, a slip lining approach for sewer rehabilitation was selected to minimize excavation. Detailed design was prepared and bid and construction phase services were provided. A number of difficult construction conditions were managed and the project was successfully completed resulting in an estimated 6 mgd of groundwater infiltration being removed from the sewer. All told, the three projects related to the Falls Street Tunnel were performed for much less than the allocated \$19 million, allowing the excess funds to be used on other capital improvements.

Task Manager, City of Niagara Falls, LaSalle and Frontier area Sanitary Sewer System, Niagara Falls, NY: Responsible for design and installation of flow metering program for the City of Niagara Falls' LaSalle and Frontier area Sanitary Sewer System. Project involved the specification, installation, and monitoring of ten area/velocity flow meters. The data was critical to the two overall evaluations of the two sanitary sewer systems.



Project Engineer, Niagara Falls Water Board, Gorge Pumping Station Reliability Analysis, Niagara Falls, NY: Responsible for evaluating the reliability of the Gorge Pump Station to minimize or eliminate the occurrence of dry weather sanitary sewer overflows. Work included detailed mechanical evaluation of pump condition, hydraulic evaluation, vibration analysis, power analysis, VFD analysis, options evaluation, and list of recommendations. Report was submitted to NYSDEC for approval as satisfaction of Consent Order requirement. The NFWB implemented the report recommendations after it was accepted by the NYSDEC.

Project Manager, Niagara Falls Water Board, Lift Station Inlet Piping Upgrade, Niagara Falls, NY: Responsible for design and construction of lift station inlet piping upgrade at Lift Station #6 (LS-6) for City of Niagara Falls. Work included preliminary design, detailed design, cost estimating, and construction management. Project involved the repair of a collapsed 20" sewer main, and replacement of the inlet pipe to LS-6 with a larger pipe. Work was conducted in difficult soil conditions in close proximity to existing structures.

Project Manager, Niagara Falls Water Board, LaSalle SSO Abatement Program (2014 work), Niagara Falls, NY: As a requirement for the Niagara Falls Water Board's sanitary sewer overflow control plan, the NFWB was obligated to perform a number of sanitary sewer pipe and manhole repairs to minimize infiltration of groundwater and to repair collapsed pipes. Prepared detailed design plans and specifications for the repair of

- 12 Spot sewer repairs (spot excavation),
- 8 sewer segments lined from manhole to manhole,
- 110 manhole repairs including cleaning, lining, frame repairs, and channel and bench repairs.

Following detailed design URS managed the bid and construction phases including providing onsite construction inspection services. All work included pre- and post-video inspection to document the conditions and the repairs.

Project Manager Niagara Falls Water Board LaSalle SSO Abatement Year 9 & 10 Sewer Repairs (2017 work) As a follow on to the 2014 sewer work, AECOM was tasked with implementing the next required piece of work associated with the Niagara Falls Water Board's sanitary sewer overflow control plan. The work included sanitary sewer pipe repairs at 35 separate locations to minimize infiltration of groundwater and to repair collapsed pipes. Prepared detailed design plans and specifications for the repair of

- 28 Spot sewer repairs (spot excavation),
- 7 cured in place and in-situ sewer repairs (spot repairs).

Following detailed design URS managed the bid and construction phases including providing onsite construction inspection services.

Task Manager, City of Niagara Falls, Municipal CSO Outfall Improvement, Niagara Falls, NY: Responsible for developing cost estimates for large municipal CSO outfalls improvement program. Cost estimates were used to prioritize outfall improvements and to formulate capital improvement scheduling. Unique aspect of the project was that the outfalls were located in the Niagara River gorge and access for repairs



was extremely difficult.

Task Manager, Erie County Industrial Development Agency, Union Ship Canal Industrial Park Sewer System Design, Buffalo, NY:

Prepared detailed design of sanitary sewer collection system at the Union Ship Canal Redevelopment Project.

GENERAL CIVIL ENGINEERING

Project Manager, Sheridan Park Golf Course, Town of Tonawanda, NY:

Project Manager responsible for permitting, design and construction oversight of stream bank stabilization project along Two Mile Creek through the Sheridan Park golf course. Project included extensive permitting and regulatory coordination. Project ultimately was constructed during the off-season with minimal disruption to the course.

Improvements included: pre-engineered pedestrian bridges, earthen bank stabilization, hard stabilization with stackable concrete blocks and sediment excavation and disposal.

Project Manager, Niagara Falls Water Board, Pump Station Roof Replacement, Niagara Falls, NY:

URS performed an asbestos survey followed by the detailed design of a new roofing system at the NFWB Gorge Pumping Station and LS-4. URS performed detailed design, bid phase services, and resident inspection on a part time basis during construction,

Project Manager, Town of Amherst, Compost Facility Pavement Failure Evaluation, Amherst, NY:

Responsible for evaluation of pavement failure at the Town of Amherst compost facility along with evaluation of expansion options. Detailed value-engineered cost estimates for the compost facility expansion were developed. Value engineering determined improved means of providing sub-surface and surface drainage, both of which were improperly engineered in the original facility construction.

Project Manager, Niagara Falls Water Board, Masonry and Building Envelope Repairs, Niagara Falls, NY

During the course of managing the roof repair project at the Niagara Falls Water Board WWTP, a number of deficiencies were identified in the building exterior envelope including concrete repairs, masonry repairs, and window/opening penetration repairs. A prioritization scheme was developed to address the most pressing needs. Work included: structural concrete repairs, brick masonry repairs and reconstruction, lintel replacement, flashing replacement, and expansion joint repairs. Detailed plans and specifications were developed and the project bid phase was managed by URS. Construction management and construction inspection services were provided.

Project Manager, Niagara Falls Water Board, Rate Consultant/ Consulting Engineer 2010 – 2016, Niagara Falls, NY

URS/AECOM serve as the NFWB's rate consultant/consulting engineer which requires the engineer and the rate consultant to prepare an annual report that is a requirement of the bond holders. The Continuing Disclosure Report documents the physical and financial health of the Niagara Falls Water Authority and the NFWB. In years when the NFWB solicits bonds, instead of a CDR the RC/CE prepares a Feasibility Report for the Issuance of Bonds. AECOM also assists with evaluating the NFWB's capital improvement plan and assesses whether rates are adequate to maintain the level of service required. The project also included a miscellaneous engineering services task that has been utilized by the NFWB for



emergency work, asbestos surveys, and other services that may arise during the year.

Project Manager, Rochester Harbor Algae Mitigation Project, Rochester, NY: Project manager for a US Army Corps of Engineers evaluation project to determine the feasibility of pumping algae off the beach at Ontario Beach in Rochester, New York. The pumped algae was discharged to a submerged outfall in the adjacent Genesee River. The goal of the project was to determine a cost effective means of mitigating nuisance algal blooms that necessitated lengthy beach closings. The project demonstrated that complete beach cleanup could be performed in a matter of days rather than a several week period. Quick removal of the material was critical to preventing it from accumulating to the point that it begins to rot and becomes odorous. Based upon the success of the full scale evaluation project a design was developed to permanently implement the solution including a submerged diffuser pipe located in the Genesee River. The project was successfully constructed and is used by Monroe County when algae outbreaks occur.

Task Manager, New York Power Authority, Relicensing Studies and Cost Estimate Preparation, Lewiston, NY: Responsible for several studies developed in support of the Niagara Power Project Relicensing Efforts including: Feasibility of Providing Water/Wastewater Services to Tuscarora Nation, Feasibility of Providing Aquaculture Systems to Tuscarora Nation, Impact of NYPA Conduits on Falls Street Tunnel, and Impact of NYPA Conduits on Regional Groundwater Flow. Prepared engineering studies and evaluations, calculations, reports, and cost estimates for implementation of possible relicensing efforts.

Task Manager, Allied Signal, Sediment Pilot Program, Buffalo, NY: Responsible for development and implementation of a sediment pilot program to determine suitable methods of sediment excavation, dewatering, and stabilization. The project included the excavation, removal, dewatering and stabilization of 1,000 cy of contaminated sediment. Optimal method was determined to be mixing sediment with existing on-site fill material. Compaction of the mixed material was tested and determined to be suitable for placement in the on-site landfill that was being capped.

STORMWATER PERMITTING AND DESIGN

Project Engineer, Greyhound Lines, Inc. Evaluation of Stormwater Runoff at a Major Transportation Facility, Chicago, IL: Responsible for evaluation of stormwater runoff at a major bus maintenance facility. Illicit sources were identified and relocated to discharge to the sanitary sewer. Detailed design was performed and constructed for new underground storm sewers, a 25,000-gallon underground oil/water separator, and a new direct discharge stormwater outfall to the North Branch Chicago River.

Project Manager, Southdown, Inc., Underground Limestone Mine, Evaluation of Surface Runoff, Deckers Creek, WV: Responsible for evaluation of surface runoff at an underground limestone mine in West Virginia. Numerous state and federal deficiencies were identified in the initial evaluation centering on the need to divert upgradient stream flow around the disturbed area, and the lack of sufficient retention ponds for sediment control. Complicating the project was steep local topography. A feasibility study of stormwater alternatives was performed. A detailed



design of storm sewer culverts, drainage ditches, and a new retention pond was performed. A new West Virginia Surface Mining Permit application was prepared and approved by the state.

Project Manager, Peace Bridge Authority, Stormwater Compliance and Best Management Practices Implementation, Buffalo, NY

Provided MS4 services to the Peace Bridge Authority to achieve compliance with the Phase II stormwater regulations including implementation of the 6 minimum required best management practices. Unique aspect of the project was the design and construction of a stormwater collection system to collect stormwater runoff from major portions of the bridge, directing that flow to Canada where it was passed through an aboveground grit trap that was fabricated from a 20 yard rolloff container. When the rolloff was full it is hauled to the landfill emptied, and returned to the site. A simple filter fabric cloth installed on the outlet end assisted in solids retention.

Project Manager, Truck Stops of America, Transportation Facility, Runoff Evaluation, NJ and CT: Performed detailed runoff evaluations for two 15-acre transportation facilities to determine compliance with local stormwater runoff requirements. Recommendations were made to bring the facility into compliance based on the need to keep peak runoff rates below the pre-existing condition runoff rates. Work also included rehabilitation and cleaning of underground grit separators that were determined to be full of grit and design and construction of a stormwater retention pond that incorporated a unique floating baffle capable of retaining oil under varying water level conditions.

Task Manager, New York State National Guard, Stormwater Compliance, Statewide, New York: Responsible for performing storm water compliance evaluations at 30 New York State National Guard facilities.

Project Manager, Town of Amherst, Stormwater Compliance and Best Management Practices Implementation, Amherst, NY Provided services to the Town of Amherst to achieve compliance with the Phase I (industrial activities) and Phase II (municipal) stormwater regulations including implementation of the 6 minimum required best management practices. Conducted site inspections of affected Town facilities and provided recommendations for best management practices including elimination of illicit discharges. A significant outcome of the project was approaching the Erie County Department of Environment and Planning and convincing them that rather than each Town preparing their own Phase II compliance materials it would be better served for Erie County to serve in this role. Ultimately this led to the formation of the Western New York Stormwater Coalition.

Project Manager, Town of Tonawanda, Stormwater Compliance and Best Management Practices Implementation, Tonawanda, NY

Provided industrial and MS4 services to the Town of Tonawanda to achieve compliance with the stormwater regulations including the initial submission of an individual discharge permit for the Town's wastewater treatment plant. Conducted site inspections of affected Town facilities and provided recommendations for best management practices including elimination of illicit discharges. Also prepared documentation for the implementation of the 6 minimum required best management practices.

NPDES Industrial Stormwater Compliance, Nationwide: Involved in NPDES stormwater compliance since inception of the stormwater



regulations. Regularly advises industrial and municipal clients of stormwater program requirements. Work performed includes the preparation of over 30 permit applications (individual permits, general permits, and 1 group permit) for stormwater discharges associated with industrial activity. Responsible for sampling work plan development, sample collection, flow monitoring, and permit application preparation. Prepared or directed the preparation of over 25 Stormwater Pollution Prevention Plans (SWPPP) for: an interstate transportation company (15 locations in six states), several pharmaceutical manufacturers, cement manufacturer, and an electronics manufacturing facility.

MISCELLANEOUS ENVIRONMENTAL COMPLIANCE

Project Manager, Process Safety Management Plans and Risk Management Program, NY: Responsible for Process Safety Management Plans and Risk Management Program (PSM / RPM) for anhydrous ammonia (two facilities) and chlorine (five facilities). Work required the conduct of Process Hazards Analysis (PHA) using the hazard and operability analysis (HAZOP) method. Air dispersion modeling for worst case and alternate scenario were performed using CAMEO software.

Project Engineer, Greyhound Lines, Inc., Wastewater and Stormwater Management Program, Nationwide: Responsible for development of a wastewater and stormwater management program for an interstate transportation company with over 80 fueling locations. The program evaluated each location to determine the need for capital improvements or changes in operational procedures. Recommendations resulting from the ongoing program were used to establish capital improvement budgets for upcoming years.

Project Engineer, Greyhound Lines, Inc., SPCC Plans and Wastewater Discharge Permits, Nationwide: Performed a review of a major interstate transportation company's SPCC Plans and wastewater discharge permits at approximately 200 locations. As a result of this study, 14 SPCC Plans were prepared and 7 Wastewater Permits were developed to bring client to compliance with state and local wastewater regulations and state and federal SPCC requirements.

Project Engineer, Wyeth-Ayerst, Development of Best Management Practices (BMP) Program, NY, PA: Project Engineer in charge of development of a BMP Plans for a major pharmaceutical manufacturer, including evaluation and recommendation of structural and non-structural controls to minimize waste generation as well as spillage during waste handling.

Project Manager, Loral, Development of BMP Plans, Owego, NY: Developed two BMP Plans for electronics manufacturing facilities. The plans considered loading and material handling areas for petroleum products and hazardous chemicals, in addition to evaluating non-structural control measures.

Project Manager, Loral, SPCC Plan Development, Owego, NY: Developed an SPCC plan for an electronics manufacturer that included OPA 99 and New York State Major Petroleum Facility requirements.

Project Manager, National Cement Manufacturer, Wastewater and Stormwater Compliance Audits, Nationwide: Conducted wastewater and stormwater compliance audits for several cement kilns and associated quarries for an international cement manufacturer.



Compliance with state and federal Clean Water Act requirements was evaluated and recommendations presented. Work led to multiple corrective action projects that included surface mining permit applications, stormwater compliance, wastewater compliance, etc.

Project Manager, Chemical Bulk Storage Spill Prevention Reports, Various Industrial Client through New York State, NY: Developed six chemical bulk storage spill prevention reports (CBS SPRs) for industrial clients throughout New York State.

Task Manager, United States Army Post, Pollution Prevention Plan, Fort Drum, Watertown, NY: Task manager for development of a pollution prevention (P2) plan at a major United States Army post. Project included data collection at 100 industrial processes. Following data manipulation, a P2 plan was developed that included technical and economic evaluation of approximately 90 P2 opportunities. Recommendations were made for short- and long-term P2 initiatives, and for readily implementable initiatives that were primarily training related.

Project Engineer, United States Navy, P2 Project: United States Navy P2 project to develop fact sheets for specific P2 technologies. The fact sheets are posted on the DENIX on-line database for use by Department of Defense personnel. Included in the fact sheets are technical and economic evaluations along with contact persons.

Project Engineer, Aerospace Manufacturing Facility, P2 Alternatives: Responsible for identifying P2 alternatives at an aerospace manufacturing facility. General P2 concepts and site-specific opportunities were presented at in-house training seminars for different levels of plant personnel (senior management, line management, production personnel) for different technologies (metal plating, machining, solvent cleaning, etc.)

Project Engineer, Petroleum Distributor, Solid and Hazardous Waste Study: Performed solid and hazardous waste studies for petroleum distributor located throughout the northeastern United States. Studies quantified the amount of waste, type of wastes, waste characteristics, and the associated disposal cost at over sixty locations. Recommendations were presented to minimize waste generation, reduce disposal cost, and reduce potential liability.

Project Manager, Hazardous Waste Reduction Plans (HWRP): Developed five hazardous waste reduction plans (HWRP) in accordance with NYSDEC requirements. The HWRPs developed alternatives for hazardous chemical reduction in the following industries: pharmaceutical and phenolic resin production.

ACADEMIC RESEARCH

State University of New York at Buffalo, Department of Civil Engineering Staff: Research Engineer; Laboratory Treatability Studies, 1985-1990. Conducted research in support of obtaining MS and PhD degrees, in addition to directing the research of other MS candidates. Typical projects included:

- Evaluated offline aerobic biological regeneration of activated carbon by conducting experimental and numerical modeling studies.
- Prepared and obtained two research grants worth \$500,000 over a four year period to conduct anaerobic biological activated carbon studies. Matching funds were obtained from the New York State



Energy Research and Development Authority, the New York State Center for Hazardous Waste Research, and the manufacturing facility.

- Conducted bench scale and pilot scale treatability studies of anaerobic biological activated carbon treatment of phenolic wastewaters. In addition to process research related to loading rates, hydraulic loading, and organic loading; fundamental research was conducted on the effects of startup and transient loading conditions on the anaerobic organisms and the activated carbon. A finite difference/finite element model was developed to examine the interactions of external mass transfer, diffusion in the biofilm, biodegradation in the biofilm, and diffusion within the carbon particle.
- Conducted treatability studies for groundwater/leachate from a hazardous waste site in New York State. Technologies investigated included: metals precipitation, air stripping for volatile organic compound removal, aerobic biological treatment with and without powdered activated carbon under varying temperatures subjected to idle times between 1 and 4 weeks, and granular activated carbon polishing.

Professional Societies/Affiliates

Chi Epsilon Civil Engineering Honor Society, Member

Water Environment Federation, Member

Publications

American Council of Engineering Companies of New York (ACEC) nationally broadcast webinar titled: Chasing Infiltration in Large Diameter Sewers and Tunnels, Richard R. Roll, P.E. NFWB, John Goeddert, Ph.D., February 18, 2016.

Anaerobic Digester Rehabilitation at the Buffalo Sewer Authority, Roberta Gaiek, P.E. BSA, John Goeddert, Ph.D., 23rd Annual Greater Buffalo Environmental Conference (GBEC), March 2005.

City of Salamanca Board of Public Utilities - Wastewater Treatment Plant Upgrade, John Goeddert, Ph.D., 24th Annual Greater Buffalo Environmental Conference (GBEC), March 2006.

Achieving Flow Reduction by Partial Falls Street Tunnel Abandonment, Richard R. Roll, P.E. NFWB, John G. Goeddert, Ph. D., 30th Annual Greater Buffalo Environmental Conference (GBEC), March 27th, 2012.

Iroquois Street Sewer Lining Project, Richard R. Roll, P.E., NFWB, John G. Goeddert, Ph.D., 33rd Annual Greater Buffalo Environmental Conference (GBEC), March 24th, 2015.

NCLSD & CHSD WWTP Upgrades and District Expansion Options, John G. Goeddert, Ph.D., 34th Annual Greater Buffalo Environmental Conference (GBEC), March 2016.

I&I Removal By Flow Rerouting And Tunnel Abandonment, Richard R. Roll, P. E., DEE, NFWB, John G. Goeddert, Ph. D., Daniel A. Milewski, P. E., Water Environment Federation annual technical exhibition and conference (WEFTEC), October 2013.



Sewer Stabilization and Infiltration Removal through Liner Insertion, R. R. Roll, P.E., NFWB, J. G. Goeddert, J. W. Barnett; Water Environment Federation annual technical exhibition and conference (WEFTEC), September 2015.

"Offline Bioregeneration of Granular Activated Carbon", *Journal of the Environmental Engineering Division*, American Society of Civil Engineers, October 1988 (co-authors M.R. Matsumoto, and A.S. Weber).

"Startup and Operation of an Anaerobic Biological Activated Carbon (AnBAC) Process for Treatment of High Strength Multicomponent Inhibitory Wastewater", *Environmental Progress*, American Institute of Chemical Engineers, May 1990 (co-authors A.S. Weber, and W.C. Ying).

"Startup and Operation of an Anaerobic Biological Activated Carbon Process for Treatment of a High Strength Multicomponent Wastewater", *Proceedings, American Institute of Chemical Engineers 1989 Summer National Meeting*, August 1989 (co-authors A.S. Weber and W.C. Ying).

"Sequenced Anaerobic/Aerobic Biological Activated Carbon (BAC) Process Treatment of a High Strength Multicomponent Inhibitory Wastewater", *Proceedings, 20th Annual Meeting of the Fine Particle Society*, August 1989 (co-authors W. Lin, A.S. Weber, and W.C. Ying).

"Feasibility of Offline Bioregeneration of Granular Activated Carbon", *Proceedings, 1987 ASCE EED Specialty Conference*, July 1987 (co-authors A.W. Weber and M.R. Matsumoto).

"Effects of Extended Idle Periods on Hazardous Waste Biotreatment", *Proceedings, International Conference on Innovative Biological Treatment of Toxic Waste*, pp 221-243, June 1986 (co-authors A.W. Weber, M.R. Matsumoto, and A.J. Rabideau).

Awards

American Council of Engineering Companies of New York (ACEC) 2013 Engineering Excellence Diamond Award - Falls Street Tunnel Inflow Reduction Project. The award was issued for the Special Projects category which includes underground construction. The project was then submitted to the ACEC National Engineering Excellence awards and was awarded a National Recognition Award.

Ryan Delamere, EIT

Civil Engineer

Education

BS, Civil Engineering, SUNY at Buffalo, 2010

Years of Experience

With AECOM: 8

With Other Firms: 2

Registrations/Certifications

Engineer-In-Training - NY

Mr. Delamere is an Engineer-In-Training (EIT) with 10 years of project engineering experience with municipal capital improvement project work including municipal facilities, water supply/distribution, and sewerage works. His responsibilities have included resident project representation, testing certification, quantity measurement and progress documentation.

Experience

Waste Water Treatment

Niagara Fall Water Board Project 1, Niagara Falls, New York (2019-2020): Design of upgrades to the plant's sedimentation basins and scum building. The project includes removing existing traveling bridges and replacing with new chain and flight system.

Niagara Falls Water Board WWTP Biological Treatment Evaluation, New York, (November- 2018 – July 2019): Served as engineer to test pilot-scale biological treatment systems to evaluate if a future conversion of the existing WWTP is an alternative. The technologies tested included a membrane biological reactor (MBR) system and an attached growth moving bed biological reactor (MBBR) system. Pilot testing was conducted over an 8-month period to evaluate multiple test conditions and evaluated the wastewater treatability using different biological systems.

Amherst Water Pollution Control Facility Gravity Thickener System Improvements, Amherst, New York (2020): Evaluated and prepared a design report for improvements to existing gravity thickener. The project includes replacing chain & flight systems, pumps, piping, lighting, heating and concrete repairs.

Amherst Water Pollution Control Facility Disinfection and Metering System Improvements, Amherst, New York (2018 - 2020): Design of upgrades to the plant's metering and disinfection systems. The project includes replacing flowmeters, level sensors, valves, chemical feed pumps and piping, control panels, SCADA integration, and rehabilitation of sluice gates.

Amherst Water Pollution Control Facility 2012 Upgrades, Amherst, New York (2013 - 2014): Resident Inspection for the construction of the Building 4 polymer system, Building 1 gate actuator replacements, and scum system replacement. Responsibilities included submittal review, resident project representation, quantity measurement, and progress documentation.

Amherst Water Pollution Control Facility Building 3 and 40 Sludge Collection Modifications, Amherst, New York (2013-2014): Resident Inspection for the construction of the equalization basin modifications.

Responsibilities included submittal review, resident project representation, quantity measurement, and progress documentation.

Amherst Water Pollution Control Facility Building 4 Dewatering Process Improvements, Amherst, New York (Mar. 2014 - 2015): Design of layout for an additional centrifuge. The project includes new feed pump control panels, new platform, replacement of back drive on existing centrifuge, new centrifuge, centrifuge control and six new screw conveyors.

Erie County Department of Environment and Planning (ECDEP) Division of Sewerage Management (DSM) Erie County Sewer District No.6, Lackawanna Wastewater Treatment Plant Digestion Process, Lackawanna, NY (2020): Evaluated and prepared report the existing digestion process for future improvements. The evaluation included confined space entry into one of the existing digesters, comparing alternative improvement options and cost estimates.

Waterline

Smith Road Waterline Replacement, Amherst, New York (Summer 2012): Resident Inspection for the construction of 3950 linear feet of new 8" ductile iron and PVC water main on Smith Road between Dann Road and Transit Road. Responsibilities included resident project representation, testing certification, quantity measurement and progress documentation.

Indian Trail Waterline Replacement, Amherst, New York (Fall 2011): Resident Inspection for the construction of 1900 linear feet of new 8" ductile iron water main on Indian Trail Road between North Forest Road and Sheridan Drive. Responsibilities included resident project representation, testing certification, quantity measurement and progress documentation.

Emma Woods Subdivision Public Improvement Project, Amherst, New York (Spring 2011): Resident Inspection for the construction of new waterline, sanitary sewer, storm sewer, and road construction off of Paradise Road. Responsibilities included resident project representation, testing certification and progress documentation.

Sanitary Sewer

Erie County Department of Environment and Planning (ECDEP) Division of Sewerage Management (DSM) Erie County Sewer District No.3, Boston Valley Pump Station Improvements (2017-2018): Resident Engineer and Construction Inspection for the project. Project includes construction of new 40' deep cast-in-place pump station and control building while keeping the existing pump station running. Then once the new station was completed then the old pump station was demolished, and the entire site was raised approximately 5 feet to keep the pump station from flooding. Responsibilities included daily inspection reports, development of change orders, approval of pay applications and development of record drawings. Provided direction to the contractor and facilitated coordination between the contractor and ECDEP/DSM, including

bi-weekly project progress meetings.

Erie County Department of Environment and Planning (ECDEP) Division of Sewerage Management (DSM) Erie County Sewer District No.3, Rush Creek Interceptor, Blasdell Milestrip Wet Weather Relief Pumping Station and Forcemain, Hamburg and Blasdell NY (2015-2016): Resident Engineer and Construction Inspector for the project with the objective of eliminating sewerage overflows, multiple pumps stations and the Village of Blasdell WWTP. Project includes construction of a wet weather relief pump station, 24-inch sanitary sewer forcemain, gravity sanitary sewers (8-inch, 15-inch, 24-inch, 27-inch, and 30-inch), pavement rehabilitation, site work, installation of 24-inch and 27-inch diameter sewer pipe by jacking and boring under railroad tracks and NYSDOT highways, and pipe crossings at Rush Creek. Responsibilities included daily inspection reports, development of change orders, tracking of installed quantities and development of record drawings. Provided direction to the contractor and facilitated coordination between the contractor and ECDEP/DSM, including bi-weekly project progress meetings.

Air Products On-site Sanitary System Improvements, Glenmont, New York (2014-2015): Design report for upgrades to an existing septic system. Design included a new pump station to pump to a new septic system. The Septic system designed to handle 700 GPD includes a 1,500 gallon septic tank and 9 -60' long absorption laterals.

Brantwood Road Sanitary Sewer Upgrades, Amherst, New York (2014-2015): Resident Inspection for the construction of 708 linear feet of 18" PVC Sanitary Sewer along Main Street, Brantwood Road and Keswick Road replacing existing 15" VTP pipe. Responsibilities included resident project representation, quantity measurement, progress documentation, review of contractor payment request and record drawings.

Stormwater

Twilight and Bramblewood Lane Stormwater Lift Station, Amherst, New York (2014 - 2015): Designed and reviewed stormwater pump station options to relieve flooding in the sub-division. Design included stormwater modeling using EPA SWMM and pump selection.

Transportation

Niagara Falls Bridge Commission, Whirlpool Rapids Bridge Redecking Project (Summer/Fall 2012): Resident Inspection for the redecking of the U.S. and Canadian side truss spans of the Whirlpool Rapids Bridge. Project also consists of miscellaneous improvements at the Whirlpool and Rainbow Bridges, including concrete spall repair and arch bridge skewback assessment repair. Responsibilities included resident project representation and progress documents.

Union Ship Canal Public Open Space Project, Buffalo, New York (Summer/Fall 2010): Resident inspector for the construction of the 22-acre public park surrounding the Union Ship Canal. Project included land cover

remediation, canal wall stabilization, canal sediment cover system, ecological restoration and public open space. Responsibilities included resident project representation and progress documentation.

General Projects

NYCDEP Asset Management Modernization Level 5 Cost Estimates (2017): Created Level 5 cost estimates for 10 NYC wastewater treatment plants plus various pump stations. Cost estimates including replacing pumps, process equipment, HVAC, and electrical components.

NYCDDC Underground Storage Tank Program, NY (2014 – 2015): Civil Engineer for the predesign investigation and the design of upgrades, replacements, and closures of underground storage tank (UST) facilities throughout the New York City area. Tank systems included gasoline, diesel motor fuel, diesel generator fuel, waste oil, hoist oil, motor oil, and heating oil USTs for fire departments, police precincts, sanitation garages, hospitals, parks, New York City Department of Environmental Protection (NYCDEP) and Department of Transportation sites throughout all five boroughs. Contract No. PW348 – 61 also included conversion of existing oil burning heating equipment to natural gas when existing fuel oil tanks were closed in-place or removed. Tank system upgrades normally included the installation of internal liners, cathodic protection, electronic leak detection, overfill/spill prevention, and piping replacement. Tank system replacements included installation of double wall fiberglass tanks and piping, concrete encased double wall ASTs (protected tanks), electronic leak detection, stage I and stage II vapor recovery, overfill/spill prevention, and reinforced concrete foundations and top slabs. Responsibilities included creating AutoCAD drawings and preparing NYC Building Department forms.

DASNY Tier 2 Environmental Review Record Site Specific Evaluation and Data entry, Buffalo, NY (Winter 2013): Provided site specific analysis and documentation for individual applicants of FEMA recovery assistance. Responsibilities included verifying property addresses, environmental, historic, endangered species and significant wildlife impact through the use of ArcGIS, NYSDEC Resource Mapper, NEPA Assist Tool, and various New York county entities. A Tier 2 Environmental Review record checklist was created based on the results for each individual site.

CSO Outfall No. 060 Sewer Separation Project/Green Infrastructure Project, City of Buffalo NY (2012-2014): Post-construction monitoring phase (two (2) year duration) of a project to test the effectiveness of six (6) green infrastructure installations on various streets in the City of Buffalo. Responsibilities included monthly downloading of flow meter data and collection of stormwater samples for analysis. Green infrastructure types included rain gardens, pervious pavement, and stormceptors.

Jordan Radomski

Water/Wastewater Engineer

Education

BS, Civil Engineering, SUNY at Buffalo, 2017

Years of Experience

With AECOM: 3

With Other Firms: 0

Training

OSHA 10 Hour Construction Safety and Health Certification

OSHA 30 Hour Construction Safety and Health Certification

NYS DEC 4-Hour Erosion and Sediment Control Training

Mr. Radomski is water/wastewater engineer. He has acted as a field inspector for municipal projects including sanitary sewer installation and wastewater treatment. His responsibilities have included resident project inspection and representation, testing certification, quantity measurement, progress documentation, review of submittals, and verification of pay apps.

Experience

Wastewater Treatment

Niagara Falls Water Board Project 4: Granular Activated Carbon Replacement and Carbon Filter Support Gravel Replacement: Project Engineer for designing, drawing and preparing documents for the project. Design included removal and replacement of Granular Activated Carbon as well as removing and replacing the Filter Support Gravel.

Buffalo Sewer Authority Digester No. 5 Renovation: Resident inspector for installation and testing of a new Digester floating cover, associated Digester 5 piping, refurbishment of the Digester 5 & 6 heat exchangers and several process upgrades to the Plant including automation of the digester withdrawal for digesters 5 & 6.

Buffalo Sewer Authority Anaerobic Digester Waste Stream Addition and Co-Digestion Facility Improvements: Project engineer involved in a study conducted at the Buffalo Sewer Authority that investigates the Plant's ability to accept high strength waste streams and food wastes into their anaerobic digester and optimize the management of all hauled waste materials including septic, oil and grease, leachate, and sludge.

Buffalo Sewer Authority Septage and Sludge Transfer Station Piping Improvements: Project Engineer for designing, drawing and preparing documents for the project. Design included installing a new sanitary pipe connected to the existing sanitary pipe to increase the amount of material the Plant can intake.

BSA WWTP Secondary System Rehabilitations and Upgrades, Buffalo, NY: Project engineer assisting with the design of upgrades to the Secondary System. Project includes sediment removal, installation of new fine bubble diffuser aeration system, coarse bubble diffuser system, ninety new sluice gates and upgrades to the Return Activated Sludge and Waste Activated Sludge systems.

Sanitary Sewer

LaSalle SSO Abatement Program 2016/2017: Resident inspector for installation and testing of new sanitary sewer systems in various residential subdivision construction projects throughout the city of Niagara Falls in the LaSalle area.

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

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

WHEREAS, as a result of greater-than-anticipated costs to complete the project and improvements at the WWTP that make the project less necessary, the Water Board has decided not to proceed with this project; and

WHEREAS, the engineering costs incurred to date should nonetheless be reimbursable under the HGMP grant, and in order to process and forward to FEMA reimbursement requests for these expenses incurred by the Water Board, the New York State Division of Homeland Security and Emergency Services (“DHSES”) requires execution of Master Contract No. C000804;

NOW THEREFORE BE IT

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

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

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



ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

May 21, 2020

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

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

Dear Director Fama:

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

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

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

Sincerely,

Tom Cowin

Tom Cowin
Project Manager, Hazard Mitigation Programs
Enclosure

cc: Doug Williamson, NFWB
Kendra Walker, NFWB

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

Contract Number: # C000804

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

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

ATTACHMENTS PART OF THIS AGREEMENT:

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

Contract Number: # C000804

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

Contract Number: # C000804

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

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

ATTACHMENT A-1

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

1. DEFINITIONS.

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

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

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

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

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

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

4. FINAL PAYMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

INTELLECTUAL PROPERTY

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

TERMINATION

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

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

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

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

CIVIL RIGHTS AND DIVERSITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LABOR PROVISIONS

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

agreement.

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

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

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

ENVIRONMENTAL PROVISIONS

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

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

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

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

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

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

PROJECT NAME: _____
Niagara Falls WWTP, Phase II

CONTRACTOR SFS PAYEE NAME: _____
Niagara Falls Water Board

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

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

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

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

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

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

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

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

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

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

Contract #: C000804

Attachment C Program Workplan

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

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

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

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

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

II. REPORTING PROVISIONS

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

- ☒ Narrative/Qualitative Report

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

- ☐ Statistical/Quantitative Report

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

- ☒ Expenditure Report

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

- ☒ Final Report

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

- ☐ Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE



May 1, 2020

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

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

Dear Ms. Bink:

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

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

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

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

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

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

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

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

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

Sincerely,

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

Michael F. Moriarty
Director
Mitigation Division

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

CONDITIONS OF APPROVAL

Phase II

HMGP Project # 4204-0003

Niagara Falls Water Board

Niagara Falls Waste Water Treatment Plant Protective Measures

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

1. Approved Scope of Work (SOW)

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

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

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

2. SOW Changes

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

3. Environmental Review Project Conditions

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

CONDITIONS OF APPROVAL

Phase II

HMGP Project # 4204-0003

Niagara Falls Water Board

Niagara Falls Waste Water Treatment Plant Protective Measures

4. Budget Changes

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

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

5. Project Completion Schedule

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

6. Reporting Requirements

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

7. Financial Reports

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

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

CONDITIONS OF APPROVAL

Phase II

HMGP Project # 4204-0003

Niagara Falls Water Board

Niagara Falls Waste Water Treatment Plant Protective Measures

8. Performance Reports

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

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

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

9. Closeout

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

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

EXHIBIT E

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

“FEMA” – The Federal Emergency Management Agency.

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

“Subrecipient”:

“Contractor”:

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

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

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

REQUIRED FEDERAL PROVISIONS

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

instrument signed by them.

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

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

CIVIL RIGHTS AND DIVERSITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LABOR PROVISIONS

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

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

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

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

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

ENVIRONMENTAL PROVISIONS

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

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

31. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

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

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

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

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

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

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

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

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

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Division of Homeland Security and
Emergency Services

By: _____

Anne Bink, Deputy Commissioner
Printed Name

Title: Alternative Governor's Authorized Representative

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C000804

Page 1 of 1, Master Contract for Grants Signature Page

Storage Capacity Study
for the
Niagara Falls Water Board

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

May 2018
Revised June 2021



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In June 2017 the American Water Works Association (AWWA) mentioned the City of Niagara Falls in their article *Analysis of Water Infrastructure for Midsize and Large Cities with Declining Populations* (included in Appendix A). The article states:

“Older industrial cities that have experienced steady, long-term population declines and job losses, called “legacy cities,” also have diminished revenues and less ability to provide services such as for drinking water and wastewater (Mallach & Brachman 2013, 110th American Assembly 2011). Many also face water and wastewater infrastructure problems, including the presence of lead pipes in drinking water service lines.”

Despite the decreasing population and loss of industry, insufficient storage for the purposes of fire flow and everyday use is one of the main water infrastructure problems faced in Niagara Falls. This report will describe Niagara Falls’ existing water system, analyze the need for additional storage, and evaluate multiple alternatives to increase the City’s storage capacity.

2.0 EXISTING CONDITIONS

2.1 General System Description

The Niagara Falls Water Board (NFWB) assumed control of the City’s water system in 1990 from the City of Niagara Falls. The system contains a water treatment plant, a 2 million-gallon (mg) storage tank and roughly 260 miles of water main. Approximately 56,000 residents along with 12 to 14 million visitors brought in by the City’s tourism industry are served by the system. Along with the residential users, there are also some major industrial users.

2.2 Surface Supply

Niagara Falls’ water system contains a conventional water treatment plant that draws its water from the Upper Niagara River. After entering the plant through the intake tunnel, the raw water passes through 0.39 mg pretreatment tanks, 0.84 mg flocculation tanks, 1.23 mg settling tanks, 0.81 mg filters, and 1.42 mg contact tanks. Finished water is stored in a 1.31 mg clear well before being discharged to the system. A hydraulic profile of the water plant and 56th street tank is provided in Appendix B.

In 2019, the water plant produced 7.8 billion gallons of water. The average daily production was 21.5 million gallons per day (mgd) and the highest single day was 25.6 million gallons (mg). Table 2.1 shows the totals for water plant production since 2008.

Table 2.1 Historical Water Plant Production

<u>YEAR</u>	<u>TOTAL PRODUCED (gal)</u>	<u>DAILY AVERAGE (mgd)</u>
2008	6,000,000,000	16.44
2009	6,200,000,000	16.99
2010	6,600,000,000	18.08
2011	6,700,000,000	18.36
2012	6,700,000,000	18.36
2013	6,500,000,000	17.81
2014	7,800,000,000	21.37
2015	7,800,000,000	21.37
2016	7,400,000,000	20.27
2017	7,300,000,000	20.00
2018	7,800,000,000	21.37
2019	7,800,000,000	21.37

After the clear well, water is pumped to a 2 mg storage tank on 56th Street. The NFWB operates 2 larger pumps and 3 smaller pumps. The larger pumps are rated 700 horsepower, 1,185 rpm, and operate at 10,760 gpm at 205 feet total dynamic head (TDH). The smaller pumps are rated 300 horsepower, 1,790 rpm, and operate at 4,510 gpm at 205 feet TDH. Under normal conditions, one larger pump runs at all times. An operator will turn on one or more smaller pumps to fill the tank once it reaches its low water level.

2.3 Historical Water Consumption

According to the Annual Drinking Water Quality Report for 2019 issued by the NFWB, 2.3 billion gallons of metered water were delivered to customers, leaving 5.5 billion gallons of water unaccounted for. Possible sources of unaccounted water include: water main flushing, meter inaccuracies, illegal consumption, hydrant usage, authorized unmetered usage, and underground pipe leakage. Table 2.2 compares the NFWB percentage of unaccounted for water to other local municipalities

Table 2.2 Percent Unaccounted Water

<u>Municipality</u>	<u>% Unaccounted Water</u>
Niagara Falls Water Board	71
Erie County Water Authority	30
Town of Tonawanda Water	42
Grand Island Water	32.6
City of Buffalo	35-40

The NFWB is committed decreasing the amount of unaccounted water in their system through leak repair, hydrant replacement, meter replacement and calibration, and elimination of illegal connections. For this report, it is assumed that these efforts will reduce the quantity of unaccounted water to 35% of the total amount of water produced. Adding metered usage and 35% unaccounted water yields a total consumption of 3.1 billion gallons a year, which converts to 8.5 mgd.

2.4 Water Distribution System

As stated earlier, Niagara Falls contains approximately 260 miles of water main that ranges in size from 4 inch to 42 inch. Some parts of the system are estimated to be over 100 years old. The system is constructed of cast iron, ductile iron, concrete and PVC pipe. A layout of the existing system can be found in Appendix C. There are approximately 2,200 hydrants with associated system valves. Residents and businesses are served through roughly 18,000 service connections ranging in size from 5/8 inch to 10 inch. Table 2.3 shows the breakdown of main size and pipe material within the system and Table 2.4 shows the approximate age distribution of pipe.

Table 2.3 Main Size and Material Breakdown

<u>Water Main</u>	<u>Material Type</u>	<u>Length (ft)</u>
6-inch	PVC	1,500
8-inch	PVC	2,610
10-inch	PVC	700
12-inch	Asbestos Cement	5,500
20-inch	RCPP	7,800
24-inch	RCPP	5,600
30-inch	RCPP	13,370
36-inch	RCPP	16,810
42-inch	RCPP	7,850
2-inch	Cast/Ductile Iron	700
4-inch	Cast/Ductile Iron	95,030
6-inch	Cast/Ductile Iron	596,540
8-inch	Cast/Ductile Iron	239,680
10-inch	Cast/Ductile Iron	121,455
12-inch	Cast/Ductile Iron	102,045
14-inch	HDPE	6,540
16-inch	Cast/Ductile Iron	59,660
20-inch	Cast/Ductile Iron	46,730
24-inch	Cast/Ductile Iron	26,230
30-inch	Cast/Ductile Iron	9,060
Total:		1,365,410

Table 2.4 Age Distribution of Pipe

<u>Age</u>	<u>Feet</u>	<u>Percent</u>
1890-1910	68,270	5%
1911-1930	518,856	38%
1931-1950	286,736	21%
1951-1970	245,774	18%
1971-1990	150,195	11%
1991-2013	<u>95,579</u>	<u>7%</u>
Total	1,365,410	100%

2.5 Water System Storage

The 2 mg storage tank on 56th Street is 215' tall, elevated metal tank with a diameter of 84' and was built in 1996. The typical operating range for the tank is listed below:

High Water Level (HWL): 774.5'

Low Water Level (LWL): 754.5'

There is also a 1.3 mg clearwell at the Water Treatment Plant.

A site plan and elevation view of the 56th Street Tank and clearwell is included in Appendix B.

The system also contains an abandoned 2 mg Water Tank on Beech Avenue. The Beech Avenue tank was built in 1947 and is a multi-leg style elevated tank. The tank is 150' tall with an operating range as follows:

HWL: 735'

LWL: 700.5'

Due to the 40' difference in water levels, the Beech Avenue tank was abandoned after completion of the 56th Street tank. A site plan and elevation view of the Beech Avenue tank is also included in Appendix B.

3.0 NEEDS ANALYSIS

3.1 Pressure Requirements

According to *Recommended Standards for Water Works* (also known as 10 State Standards), a water system should have a minimum working pressure of 35 psi and a normal working pressure between 60 and 80 psi. Pressure for the entire water system in Niagara Falls is driven by the water level in the 56th Street Tank. Theoretically, the static

pressure at the highest elevation in the system, 635 feet, is 52 psi at LWL and the static pressure at the lowest point in the system, 542 feet, is 100 psi at HWL.

Due to the age of the system, there is a large amount of head loss caused by tuberculation, leaks and partially closed valves. Areas in the system further away from the 56th Street Tank, mainly in the northern and western portions of the city, experience pressures as low as 35 PSI in LWL conditions according to our water model. A graphic showing the modeled pressures throughout the system is included in Appendix D.

3.2 Storage Requirements

Based on 10 State Standards, a water system should have sufficient storage for one average day's consumption and fire flow as recommended by the appropriate state Insurance Services Office (ISO). A fire flow scenario of 2,500 gpm for 2 hours which totals 300,000 gallons is assumed for this report.

As mentioned earlier, an average daily consumption of 8.5 mgd is assumed for this report. Combining the average daily consumption of 8.5 mg and a fire flow of 300,000 gallons yields a total storage requirement of 8.8 mg. With the current storage of 3.3 mg, storage is under capacity by 5.5 mg. In addition to the current storage of 3.3 mg, the Niagara County Water District (NCWD) can provide water to the Niagara Falls system through an interconnection. For an extended draw, the NCWD can provide 8-10 mgd during the winter and 4-6 mgd during the summer. Taking this into consideration and conservatively assuming the NCWD can provide 4 mgd, the Niagara Falls systems is still under capacity by 1.5 mg. A letter for the NCWD detailing the amount of water they can supply the Niagara Falls system is included in Appendix E..

3.3 Other System Considerations

Since the 56th Street Tank is the only storage tank in the system, during water main breaks or if the 56th Street Tank were to be damaged or malfunction, the system is maintained through the pumps at the water plant and supplemented through the interconnection with the NCWD. During recent breaks, the NFWB was barely able to maintain sufficient pressure to avoid issuing a boil water warning.

Only having one tank in the system also causes maintenance concerns. When it comes time to paint the inside of the 56th Street Tank, the system would need to be maintained by the pumps at the water plant and through the NCWD interconnection. A second tank in the system would provide an additional storage buffer and redundancy in case the 56th Street Tank was taken offline.

4.0 PROPOSED IMPROVEMENTS

4.1 General

The Niagara Falls water system is under the recommended 10 States Standards capacity by 5.5 mg. While it is not economically feasible for the NFWB to add this amount of storage at once, the storage capacity of Niagara Falls system needs to be increased.

This section will explore the following options for the NFWB to increase system storage:

Alternative 1: No Action

Alternative 2A: Raise Existing Beech Avenue Tank

Alternative 2B: Demolish and Replace Existing Beech Avenue Tank

Alternative 3: Install Additional Tank on 56th Street Tank Site

Alternative 4: Install New Tank on Wastewater Treatment Plant Property

Alternative 5: Install New Ground Storage Tanks and Packaged Pump Stations.

Pressure graphics for each alternative are included in Appendix D and opinions of probable cost for each alternative are included in Appendix F.

4.2 Alternative 1: No Action

The first alternative is to take no action. The storage in the system remains undersized for daily use and fire flow. In case of damage or malfunction at the 56th Street Tank, the system will need to rely on the pumps at the water plant and the NCWD to maintain service. Also, pressure problems will persist in areas further away from the 56th Street Tank. Despite being the cheapest and least disruptive of the options, this alternative does nothing to improve the inadequacies of the system.

4.3 Alternative 2A: Raise Existing Beech Avenue Tank

The largest concern of raising the existing tank is structural adequacy. While the existing foundation would likely support the downward force of 2 mg of water, it was not designed to handle the additional overturning seismic and wind loads caused by raising the tank. With the necessary rehabilitation and structural reinforcement, raising the existing Beech Avenue tank would be more expensive than demolishing the existing tank and replacing it with a new one.

Two options exist for this alternative. Alternative 2A is to rehabilitate and raise the abandoned Beech Avenue tank 40' to match the HWL of the 56th Street Tank. The advantage of the Beech Avenue tank site is that the NFWB already owns it and the infrastructure to connect the tank to the system is already installed. This eliminates having to purchase a new property suitable for a water tank and the cost of installing new watermain to connect the new tank to the system. Raising the existing tank would increase the storage capacity in the system and address pressure and redundancy concerns.

Although the location of the Beech Avenue tank is an advantage, rehabilitation of the existing tank and raising it to the correct hydraulic grade will cost a substantial amount.

The Beech Avenue tank has not been in service since the 56th Street tank was installed in 1996 and has sat abandoned with little to no maintenance. The tank would need to be repainted which likely would include the abatement of lead paint. Another thing to consider is water tanks typically have a service life of 75-100 years and the Beech Avenue tank is 73 years old as of 2020. Even with the necessary rehabilitation, the Beech Avenue tank would likely need to be replaced within the next 30 years.

This alternative is estimated to cost approximately 6.4 million dollars.

4.4 Alternative 2B: Demolish and Replace Existing Beech Avenue Tank

Alternative 2B for the Beech Avenue Tank Site is to demolish the existing multi-leg tank and replace it with a new concrete shafted elevated tank (CET).

Demolition of the existing tank and construction of the new tank will create some disturbance to the adjacent homes and school. It would be best if construction were scheduled while school is out of session. Lead paint is a concern with the existing tank and abatement would be necessary during demolition if tests reveal it is present. It would cost approximately \$200,000 to dismantle and remove the existing tank.

The new CET would be installed to match the hydraulic profile of the 56th Street Tank. A temporary pump station would be required in the base of the tank to make up for low pressure caused by excessive head loss in aging pipes. This pump station could be removed once watermain improvements are made to allow the tank to float on the system. Concerns for increasing pressure in old cast iron mains can be mitigated by installing a pressure reducing valve (PRV) at the base of the tank. This PRV can initially be set to match the existing system pressure and adjusted to increase pressure as desired. Adding 2 mg of storage to the system would decrease the deficit to 3.3 mg and provide a backup if something were to happen to the 56th Street Tank. An additional benefit of this style tank is a lower maintenance cost in the future. The concrete shaft eliminates approximately 50% of surface area that would need to be repainted. A lifecycle cost analysis of a multi-leg tank versus a CET is included in Appendix G. The cost of constructing a 2 mg CET is approximately 4 million dollars.

This alternative is estimated to cost approximately 6.3 million dollars.

4.5 Alternative 3: Install Additional Tank on 56th Street Tank Site

A third alternative is to install an additional 2 mg tank at the 56th Street Tank site. This tank would also match the hydraulic profile of the existing tank. For the two tanks to operate identically, watermain would need to be installed so they run in parallel. Otherwise, one tank would fill and empty faster than the other. A CET style tank as mentioned in Alternative 2 is also recommended for this option.

Advantages of this option include no need to demolish an existing tank and the property is already owned by the City of Niagara Falls and Niagara Falls Water Board. While this option provides additional storage, it does nothing to improve low pressures further away from 56th Street. Installing an additional 2 mg storage tank at the 56th Street site will have

minimal hydraulic impact on the system. Essentially the system would operate as if there were a 4 mg tank at the 56th Street site instead of the existing 2 mg tank.

This alternative is estimated to cost approximately 5.8 million dollars.

4.6 Alternative 4A: Install New Tank on Wastewater Treatment Plant Property at Existing Hydraulic Grade

Alternatives 4A, 4B and 4C all propose a new 2 mg CET style tank at the Wastewater Treatment Plant (WWTP) property. Each of these alternatives will evaluate a different hydraulic grade for the proposed tank and the system changes required to meet that grade. A new tank at the WWTP would provide additional storage while also improving access to water in the downtown and western portions of the city.

Alternative 4A involves installing a tank on the WWTP property at the existing hydraulic grade of the area. The proposed tank in this alternative would float on the system. According to the model, the current hydraulic grade in that area is approximately 722', compared to 774.5' at the 56th Street Tank. The lower hydraulic grade at the WWTP is caused by head loss leading up to and along Buffalo Avenue. For water to travel down Buffalo Avenue, it must first travel north in the 42" pipe that feeds the 56th Street tank. Near Frontier Avenue, a 24" main is tapped off the 42" pipe that then travels south and connects to the 36" main that runs west along Buffalo Avenue. Sheet C-07 in Appendix D breaks down the head loss from the 56th Street Tank to the WWTP property.

This alternative is lower cost than the other WWTP tank alternatives because it does not require a pump station or watermain improvements to fill and will be less expensive due to the lower height of the tank. It will provide additional capacity but will not do anything to address areas of low pressure.

While installing a tank at the existing hydraulic grade will be beneficial in the near future, those benefits may be short lived. As improvements are made, head loss in the system will decrease causing the hydraulic grade to increase which may lead to overflows at the tank proposed in this alternative. This alternative is still a viable option if major system improvements are not planned within the service life of this tank.

This alternative is estimated to cost approximately 5.5 million dollars.

4.7 Alternative 4B: Install New Tank on Wastewater Treatment Plant Property at New Hydraulic Grade with Water Main Improvements

Alternative 4B also involves installing a new tank on the WWTP property with the addition of watermain improvements near Buffalo Avenue and 56th Street. As mentioned in Alternative 4A, water must travel north towards the 56th Street Tank before it reaches Buffalo Avenue. The watermain improvements in this alternative propose the installation of a 36" watermain connecting the existing 36" main along Buffalo Avenue directly to the 42" main leaving the Water Treatment Plant. The proposed main would bypass the existing 24" main that currently feeds Buffalo Avenue and eliminate the associated head loss. Based on the model, the proposed improvements would allow the new tank to be

installed at a hydraulic grade of 758'. The tank proposed in this alternative would float on the system but at a higher hydraulic grade than Alternative 4A.

This alternative will help address the lack of storage capacity while also improving pressures in the western portion of the city. Adding storage further west along Buffalo Avenue also adds redundancy to the system in the event of a break in one of the transmission mains along Niagara Falls Boulevard. A PRV can be installed at the base of the tank to control pressures as desired. The proposed tank in this alternative will not significantly impact operations as it will float on the system. Although this alternative proposes a tank lower than the 56th Street tank, a substantial amount of watermain improvements would be necessary to reduce head loss to the point of causing overflows.

This alternative is estimated to cost approximately 6.0 million dollars.

4.8 Alternative 4C: Install New Tank on Wastewater Treatment Plant Property with same Hydraulic Grade as the 56th Street Tank

Alternative 4C proposes a new tank at the WWTP with a hydraulic grade matching the 56th Street Tank. A pump station will be required to reach the hydraulic grade of the 56th Street Tank until enough water main improvements are made for the new tank to float on the system.

This alternative will help address the lack of storage capacity while providing the greatest pressure benefit of the alternatives presented. Similar to Alternative 4B, a PRV can be installed at the base of the tank to match existing pressures and increase as desired. Adding an additional pump station will change how the system is operated. This alternative does not share the risk of future overflows caused by system improvements like Alternatives 4A and 4B.

This alternative is estimated to cost approximately 6.1 million dollars.

4.9 Alternative 5A: Install Two New 4 Million Gallon Ground Storage Tanks with Pre-Packaged Pump Stations. Locations Possibly Beech Avenue and Possibly Buffalo Avenue.

Alternative 5A proposes a two new 4-million-gallon ground storage tanks with packaged pump stations at each site. Potential locations could be Beech Avenue and Buffalo Avenue. Exact site locations can be selected using the hydraulic model and also vacant parcels throughout the city.

This alternative will help address the lack of storage capacity while providing the greatest pressure benefit of the alternatives presented. The pump station can operate to maintain a selected constant discharge pressure via VFDs and discharge pressure transducers. A new SCADA system, with remote terminal units should also be utilized to control the stations remotely from the Treatment Plant.

This alternative is estimated to cost approximately 6.5 million dollars each site.

5.0 RECOMMENDED IMPROVEMENTS

5.1 Selected Alternative

Considering the system needs and the cost of each option presented in Section 4.0, it is recommended that Alternative 5 be selected for further development. Although it does not entirely satisfy the storage deficit, Alternative 5 provides 8 mg of additional storage and adds redundancy to the system in case of emergency. In total Alternative 5 will cost approximately 13 million dollars.

6.0 CONCLUSION

As a “legacy city”, Niagara Falls is experiencing a steady decline in population which negatively impacts revenue and their ability to maintain aging infrastructure. The storage capacity of their water system is insufficient for daily use and fire flow according to 10 States Standards. It is recommended that the NFWB install two new ground storage tanks and a pre-packaged pump station at each site.

**Delivered Water Pumping and 56th Street
Tank Operation Report**
for the
Niagara Falls Water Board



**Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304**

September 2021



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Attachment 1	700 Horsepower Pumps Curves
Attachment 2	300 Horsepower Pumps Curves
Attachment 3	56 th Street Tank Details
Attachment 4	Storage Capacity Study

INTRODUCTION

The Niagara Falls Water Board (NFWB) has retained the services of Clark Patterson Lee (CPL) to prepare a report on the operation of the deliver water pumps and the 56th Street water elevated water storage tank. The NFWB wants to verify that both components are operating to maximum efficiency and economically to meet the system demands within the distribution system.

For this, the current NFWB operation protocols for the distribution system and the plant production, will be reviewed. Upon review, recommended operational protocols will be developed for implementation.

The NFWB also owns and operates sanitary sewer system with the City. This report will only pertain to water treatment and distribution.

SUMMARY OF EXISTING FACILITIES

The NFWB is the sole entity providing water service to properties within the City of Niagara Falls, NY. Associated facilities include a water treatment plant, water mains, fire hydrants, valves and meters. Approximately 56,000 residents are served along with 12-14 million yearly visitors. Initially, the City of Niagara Falls owned and operated the water system with the Niagara Falls Water Board, formed in the mid 1990's to operate these services.

A. Water Production System

The Water Plant produced over 8.2 billion gallons of water in 2020. The daily average of water treated and pumped into the system was 22.6 million gallons per day. The highest single day was 25.2 million gallons. The Water Plant draws its water from the upper Niagara River through an intake tunnel under the river. The Plant is conventional water treatment, coagulation, flocculation, sedimentation and filtration. The finished water is stored in chlorine contact tanks before being discharged to the system. The water is delivered through five high service pumps and a 48-inch discharge header. The water is pumped to the distribution system and a two-million-gallon storage tank for distribution throughout the system.

B. Distribution System

The distribution system contains approximately 300 miles of water main ranging in size from 4" to 42". Some parts of the system are estimated to be over 100 years old. The system is constructed of cast iron, ductile iron, concrete and PVC pipe. There are approximately 220 fire hydrants with associated system valves. The system serves 56,000 residents through 18,000 service connections.

The distribution system, as with most aging industrial cities, has reached most of its' estimated life cycle. Many areas of the city are over 100 years old.

ANALYSIS OF SYSTEM PERFORMANCE

A. Pumps

Currently there are five (5) High Lift Pumps in service. Pumps 1 and 2 (lead pumps) are Floway vertical turbine pumps rated for 10,760 GPM (15 MGD) @ 205 TDH (88.75 psi). These pumps are two (2) stage, 700 HP@1188 RPM. They have constant speed motors.

Pumps 3,4 and 5 (lag pumps) are Floway vertical turbine two stage pumps. They are rated for 4510 GPM (6.4MGD) @205' TDH (88.75 psi). They have 300 HP motors and operate at 1790 RPM. All five pumps are original and installed in 1996.

Currently two (2) pumps operate for approximately 4 hours together each day one lead pump and one lag pump. The lead pump runs alone approximately 20 hours/day and supplies 15 MGD.

When both pumps run together, they supply about 22.5 MGD, depending on the water level in 56th St tank and the system demand. The lag pump is taken offline when the tank water level hits 53.5' and goes back in service when the tank hits low alarm 40' and low low alarm at 35'.

Operating the tank level below 35' causes problems with pressure in the system, but mostly does not allow the plant supply to catch up and fill the tank.

B. 56th Street Water Storage Tank

The 56th Street water storage tank is an elevated pedestal welded steel water tank with a fluted steel pedestal base. The tank is nominally rated at 2 million gallons. Calculating the operating volume of the tank it falls short of 2 million, approximately 1.8 million. The tank is 215' tall and the tank overflow is 199'. The tank is filled from the high lift pumps at the Water Treatment Plant. The tank uses a single inlet/outlet pipe. This single inlet/outlet design helps to maintain an even pressure across the service area. Also, it acts as a buffer for surge conditions in the system. There are also surge arrestor valves in the water treatment plant that are designed for surges.

The tank was designed to operate within a 20' operating range, between 199' and 179'. This translates into an 8.66 psi difference. The total volume of this range is 829,000 gallons, this allows for a total tank turnover of approximately 2.4 days.

The tank and system are currently being operated within the design parameters.

RECOMMENDATIONS

A. Pumps

All (5) five high service pumps have been in service since the Plant was put online around 1996. They are going on 25 years in service. Floway Pumps are very well built and get counted on to give excellent service life with minimum repairs and down time.

Routine preventative maintenance is performed regularly, and this can be attributed to the pumps never having any major failures. To date none of the pumps have been removed for inspection or rebuilding. Vibration testing should be implemented regularly to establish a baseline vibration database. These results can be compared to any older data available to see if there are significant changes in vibrations. Abnormal changes in vibration could be attributed to pump casing and wear ring clearances getting too large, bad bearings or a bent pumps shaft. They could also indicate wear in the bearings of the motor or beginning failure of the motor windings.

The pumps should also be tested to see if any loss of efficiency, flow and head capacities. These losses can be directly attributed to excessive wear and clearances between the pump wear ring and bowl casing ring. It could also indicate excessive wear and loss of material in the impellor vanes. This data should then be compared with the original test data on the pumps from the manufacturer. This should be done annually along with the vibration testing so a problem can be discovered before catastrophic failure.

Currently all (5) five pumps have constant speed motors, VFD's (variable frequency drives) could be implemented with the existing pump motors. This could help in reducing energy consumption and expenses. VFD's would also help in allowing more flexibility in the operation of the discharge flows and pressures delivered to the system. Currently, NFWB receives low-cost power, so this expense may not have an acceptable payback.

Another issue that needs to be addressed is the surge valves in the WTP. Currently they are inoperable, and this is not allowing the needed protection in the system and the WTP.

B. 56th Street Water Storage Tank

Currently the tank is operated per original design and how it integrates with the rest of the distribution system. The tank is nominally rated at 2 million gallons but only utilizes 829,00 gallons/day. The remaining capacity is designed for fire protection and minimal continued operation in event of a major system waterline break or WTP equipment failure. In event of a major break or Plant failure the tank will empty within hours depending on the severity of the leak and how quickly it can be isolated or repaired.

Additional system storage is highly recommended for these emergency events. Below is the 10 States Standards recommendations for system storage:

7.0.1 Sizing Storage facilities should have sufficient capacity, as determined from engineering studies, to meet domestic demands, and where fire protection is provided, fire flow demands.

a. The minimum storage capacity (or equivalent capacity) for systems not providing fire protection shall be equal to the average daily consumption. This requirement may be reduced when the source and treatment facilities have sufficient capacity with standby power to supplement peak demands of the system.

b. Excessive storage capacity should be avoided to prevent potential water quality deterioration problems.

c Fire flow requirements established by the appropriate state Insurance Services Office should be satisfied where fire protection is provided.

NFWB average daily consumption is 22.6 MGD, the system storage falls way short of the recommended capacity. The 56th Street tank is 2 million and the Plant clear well is another million gallons. The NFWB also has a community interconnect with Niagara County Water System. This connection depending on the time of year and their system demands can not guarantee sufficient capacity to assist in meeting the minimum capacity standards.

CONCLUSIONS

The recommendations presented in this report need to be prioritized and implemented to assist in the continued normal operation and the emergency events when they occur.

A new SCADA System software platform can also assist. Better monitoring, better data collection and storage, reporting and historical presentation of data will also help identify accurate system monitoring and equipment performance.