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AGENDA

Business Meeting of the Niagara Falls Water Board October 3, 2022 at 5:00 p.m.

**NOTE: Meeting to be held at Wastewater Treatment Plant Conference Room
1201 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. Public Hearing on Resolution 2022-10-001, Resolution to Permit Videoconference Meetings in Accordance with Part WW of Chapter 56 of the Laws of 2022

i. Introduction by Chairperson

ii. Public Comments/Oral and Written, if Any

iii. Motion to Close Public Hearing

- c. **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).**
 - d. **Comments from Chairman Forster**
 - e. **Presentations (none scheduled)**
 - f. **Letters and Communications**
 - i. **2022-09-26 – COVID Wastewater Surveillance Update Memorandum**
 - g. **Prior Meeting Minutes**
 - i. **Draft July 25, 2022 Meeting Minutes**
 - ii. **Draft September 6, 2022 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. **Water Treatment Plant Valves**
- 3. **Outside Infrastructure Updates – Michael Eagler**
 - a. **Anticipated Repair Bids Through City Engineering:**
 - i. **8214 Lindbergh, 10 Inch Sewer Main 17 Feet Deep;**
 - ii. **491 82nd, Near Corner of Lindbergh, 10 Inch Sewer Main 17 Feet Deep.**
- 4. **Engineering – Douglas Williamson**
 - a. **Revised Change Order for WWTP Project 11, Concrete Interference**
 - b. **BHC Compliance**

5. Personnel Items – David San Lorenzo

- a. Paychex Update**
- b. September 26, 2022 Personnel Actions Report**

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

7. Finance – Brian Majchrowicz

- a. 2023 Budget Update**
- b. Revenue Budget Performance Report through August 31**
- b. Sewer Fund Expense Budget Performance Report through August 31**
- c. Water Fund Expense Budget Performance Report through August 31**
- d. Board Fund Expense Budget Performance Report through August 31**
- e. Key Bank and Bank on Buffalo Balance Report**
- f. Wilmington Trust Balance Report**
- g. Treasury Account Balance Report**
- h. Budget Amendments Report**
- i. July and August 2022 Capital Payments**

8. Questions Regarding July and August 2022 Operations and Maintenance Report

9. Safety – David San Lorenzo

10. General Counsel and Secretary – Sean Costello

11. From the Chairman

12. Resolutions

2022-10-001 – RESOLUTION TO PERMIT VIDEOCONFERENCE MEETINGS IN ACCORDANCE WITH PART WW OF CHAPTER 56 OF THE LAWS OF 2022

- a. Written Procedures for Videoconference Meetings**

2022-10-002 – UDIG NY PARTICIPATING MEMBER AGREEMENT

- a. UDig NY Exempt Member Agreement**

2022-10-003 – AUTHORIZING EXTENSION OF BID FOR SEWER LINE CHEMICAL ROOT CONTROL

2022-10-004 – REVISED CHANGE ORDER FOR WWTP PROJECT 11, CONCRETE INTERFERENCE

- a. Project 11 Sludge Line Concrete Encasement Photo Log
- b. Project 11 Change Order Revision Summary
- c. JW Danforth August 31, 2022 Project 11 Change Order Proposal
- d. JM Davidson August 31, 2022 Project 11 Change Order Proposal

2022-10-005 – NYPA ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT

- a. NYPA Master Cost Recovery Agreement Template

2022-10-006 – SAMPLE MASTER LABORATORY INFORMATION MANAGEMENT SYSTEM SOFTWARE AS A SERVICE UPGRADE

- a. Sample Master Pro Workstation SaaS Cost Proposal

2022-10-007 – AWARD OF EMERGENCY REPAIR CONTRACT

- a. 2022-2024 Emergency Repair Contract Bid Tabulation and Comparison to Prior Bid

2022-10-008 – CHANGE ORDER FOR WWTP HVAC AND DUCTWORK CONTRACT TO ADD CONFERENCE ROOM HVAC REPLACEMENT

- a. 2022-09-13 - CPL Memos Regarding WTP Conference Room HVAC Change Order
- b. 2022-09-12 - Danforth Change Order Proposal WTP Conference Room HVAC

2022-10-009 – CHANGE ORDERS FOR WWTP PROJECT 3 POLYMER ROOM EXTRA WORK AND ELECTRICAL ADDITIONS

- a. Project 3 General Contractor Change Order CO 3-GC-001 - 2022-09-29 - Various Issues
- b. Project 3 Electrical Contractor Change Order CO 3-EC-001 - 2022-09-28 - Various Electrical Issues

2022-10-010 – CLARK PATTERSON LEE PROFESSIONAL SERVICES EXTENSION

- a. 2022-09-09 - CPL NFWB Services Extension Proposal
- b. CPL NFWB Extension Hourly Rates

2022-10-011 – PROCUREMENT OF FILTERS FOR HYDROGEN SULFIDE SCRUBBERS

- a. 2022-09-02 - Air Trac Proposal for Hydrogen Sulfide Scrubber Filters

2022-10-012 – PROCUREMENT OF WATER METERS AND COMPONENTS

- a. Ti Sales Distributor Sole Source Letter – September 27, 2022
- b. Ti Sales Meter Quote Dated September 21, 2022

2022-10-013 – PROFESSIONAL SERVICES FOR WWTP BHC LOCAL LIMITS EVALUATION

- a. **2022-09-02 - AECOM Proposal for BHC Local Limits Evaluation**

2022-10-014 – REALLOCATION OF PREVIOUSLY ALLOCATED FUNDS FOR AECOM SERVICES TO CONSENT ORDER PROJECT

- a. **2022-09-23 - AECOM Proposal for Change Orders to Transfer CI02 Study Funds to Consent Order Project**

2022-10-015 – AGREEMENT WITH CITY OF NIAGARA FALLS FOR UNMANNED, NON-PUBLIC POLICE SUBSTATION

- a. **Draft NFWB Police Substation Agreement**

2022-10-016 – CHANGE ORDER FOR WWTP PROJECT 7 ENGINEERING SERVICES

- a. **2022-09-02 - EI Team Project 7 Change Order Request**

2022-10-017 – RENEWAL OF PROPERTY, LIABILITY, AND UMBRELLA INSURANCE POLICIES

- a. **USI Insurance Renewal Memorandum**
- b. **2022-2023 Property, Liability, and Umbrella Insurance Policy Renewal**

2022-10-018 – GORGE PUMPING STATION HIGH-VOLTAGE EQUIPMENT PREVENTATIVE MAINTENANCE

- a. **Ferguson Gorge Pumping Station Quote - June 29, 2022 - PD23643**
- b. **2022-09-01 - Ferguson Email with Additional Detail on GPS Preventative Maintenance Quote**

13. Unfinished/Old Business

1) Board Room WTP:

- 7/14/22: CIR work complete and fiber optic line relocated. Waiting on fabrication of desk.
- 9/22/22: The acoustical ceiling grid has been laid out and drawing on CAD. The existing ceiling lights have been removed and new ones have been ordered. We received shop drawings on 8/19/22 and are waiting on the fabrication of the conference room desk.

2) WWTP Sodium Hypochlorite Tank Replacement

- 7/14/22: The 2021 WIIA Sewer (WWTP) Grant of \$1,125,000 was awarded on April 19, 2022 that included the some of the funds necessary to complete the WWTP tank removal and replacement work. We may be able to utilize some of the remaining balance of the WWTP Phase II grant to assist with this work, as well. We need approval from the NYSDEC to include some of the WWTP tank replacement work under this WWTP Phase II grant. The draft WWTP Tank Replacement RFP that was created needs to be finalized to show

the grant funding sources that have been approved for the project, before we can proceed.

- 9/22/22: Next step is requesting approval to use Phase II grant funds (will be packaged with other projects).

3) WWTP Brick Repair Work & Enclosure of Balcony

- 7/14/22: It was decided to complete work in house without canvas. Structure is complete. Removable screens are being fabricated. Bricklayer and Glazers have completed work in this area. Air conditioner that no longer is needed and infringed on area has been removed
- 9/26/22: Project complete.

4) WTP Carbon Tank and Chemical Offload Area Recoating

- 7/14/22: Carbon tank 90% repainted; sandblasting of old containment area coating scheduled for next week.
- 9/26/22: Project complete.

5) Whitney Ave. Water Main Replacement

- 7/14/22: 4th Generation was awarded bid at June 2022 Board meeting. 30-week lead time for material delivery.
- 9/22/22: Construction planned to commence in Spring 2023.

6) 18th Street Water Main Replacement

- 9/22/22: Design documents to be submitted to DOH for approval by 10/1.

7) WTP Perimeter Fence Replacement Update

- 7/14/22: The 2021 WIIA Water Grant application of \$3 million was awarded on April 19, 2022 that included some funds that can be used for the WTP perimeter fence replacement work. On 7/13/22, the capital purchase order for the \$8,000 brush hog was completed to assist with the work in-house. WTP maintenance to schedule and coordinate the fencing work.
- 9/22/2022: Brush hog delivered, Outside Maintenance has used it to clear along the fence line.

8) Paychex Payroll System Update

- 4/14/22: In the process of completing a mock payroll to coincide with our previous one to make sure numbers are accurate. Timeclocks are currently being programmed and we will start testing a sample of employees with the new clocks. Continuing training.
- 7/21/22: Estimate of two weeks for implementation of new timeclocks.
- 9/21/22: Paychex supervisor training complete. Six timeclocks installed and tested, and now are in use. The system is live for the 9/18/22 to 10/1/22 pay period. Training continues.

14. New Business & Additional Items for Discussion

15. Executive Session: Anticipated motion to enter into executive session for the purpose of considering matters leading to the appointment, employment, promotion, demotion, or removal of a particular person (Public Officers Law § 105(f)).

16. Adjournment of Meeting

NOTICE OF PUBLIC HEARING

The Niagara Falls Water Board will conduct a public hearing October 3, 2022 at 5:00 p.m. to allow the public to submit oral or written comments regarding the adoption of Resolution 2022-10-001, Resolution to Permit Videoconference Meetings in Accordance with Part WW of Chapter 56 of the Laws of 2022, which would authorize members of the Board to attend meetings by videoconferencing under extraordinary circumstances.

This hearing will be conducted at 1201 Buffalo Ave., Niagara Falls, NY 14303, and by videoconference. The videoconference can be accessed through the internet at <https://www.gotomeet.me/NFWB> or audio may be streamed by calling phone number (646) 749-3131 and entering access code 816-472-309. You may make a comment in person or in writing. Written comments/testimony will be accepted until noon on October 3, 2022, addressed to scostello@NFWB.org or to "Secretary, Niagara Falls Water Board, 5815 Buffalo Ave., Niagara Falls, NY 14304." A copy of the proposed resolution may be obtained at nfwb.org/october-2022-meetings, by emailing the address above, or by calling (716) 283-9770 x 2110.

WASTEWATER SURVEILLANCE UPDATE

DASHBOARD | WEBSITE

DATE: September 26th, 2022

TO: Niagara County Health Department, Niagara Falls Wastewater Treatment Plant, & Stakeholders

FROM: Lydia Bennett, on behalf of the New York State Wastewater Surveillance Network

RE: Niagara County Weekly Wastewater Surveillance Data Report

Wastewater samples collected on September 21st, 2022 had a quantifiable detection of SARS-CoV-2 RNA in the following wastewater treatment plant catchment indicating substantial to high community-level transmission:

- City of Niagara Falls

The trend in SARS-CoV-2 over the past two weeks remains decreasing in the following catchment

- City of Niagara Falls

Compared to levels found across New York State's average, levels of SARS-CoV-2 are comparable for the following catchment:

- City of Niagara Falls

Attached with this memo are several figures that you may find useful.

If you have any questions, please contact
Lydia Bennett | lbennett@cdcfoundation.org

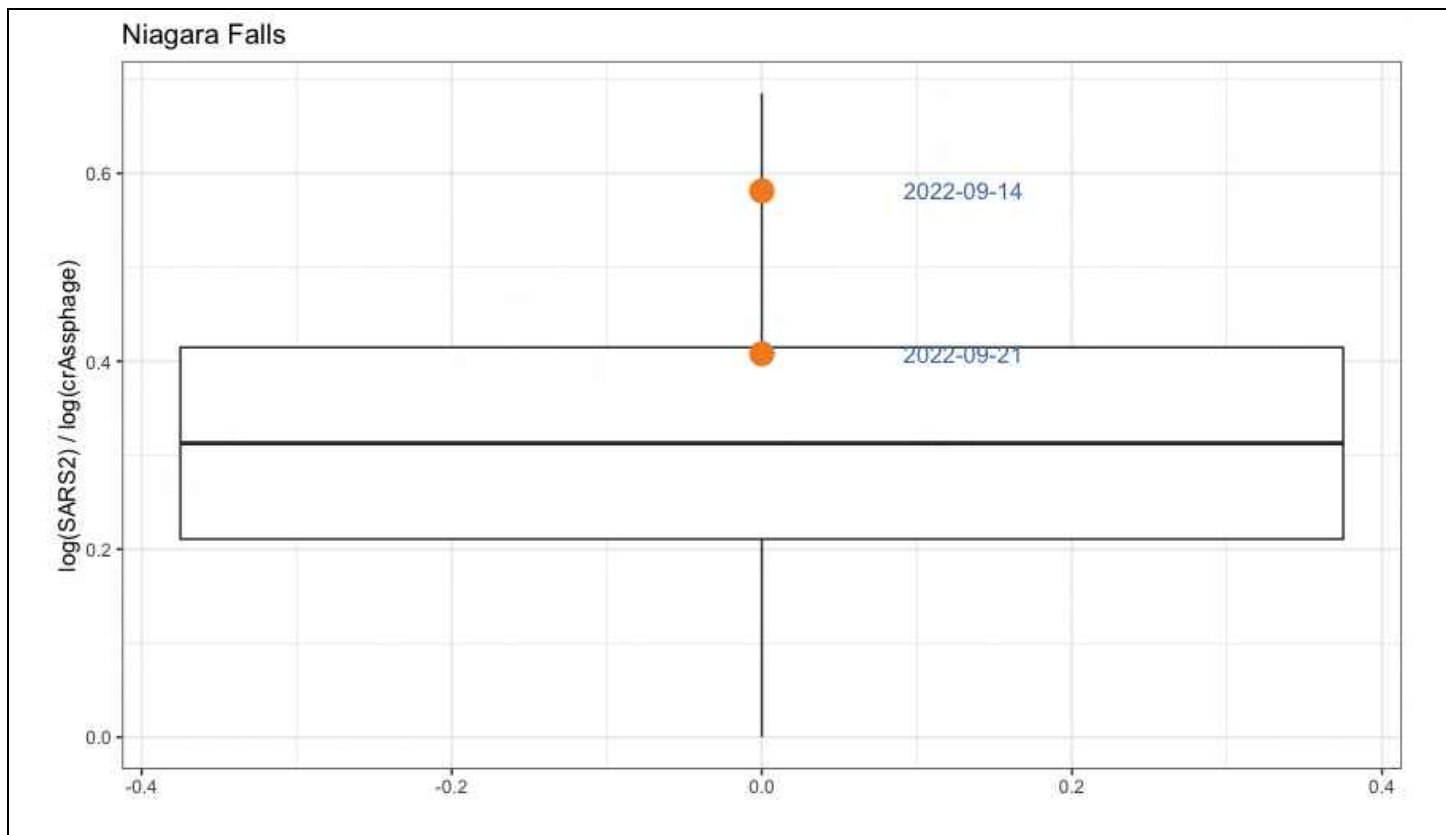


Figure 1:

Observed levels of SARS-CoV-2 intensity at the City of Niagara Falls influent compared to NYS values.

Orange points represent the SARS-CoV-2 intensity of samples taken at the influent over the last two weeks. The box plot represents all SARS-CoV-2 values from the previous two weeks as observed from wastewater treatment facilities across New York. The box plot shows the median (solid line), first and third quartiles (box edges), minimum (lower whiskers), maximum (upper whisker), and outliers (black dots) for all NY WWTP's. The concentration of SARS-CoV-2 is normalized by population, $\ln(\text{SARS-CoV-2})/\ln(\text{PMMoV})$, to give overall intensity. The most recent sample reveals comparable intensity at the influent in Niagara County, as opposed to the rest of the state.

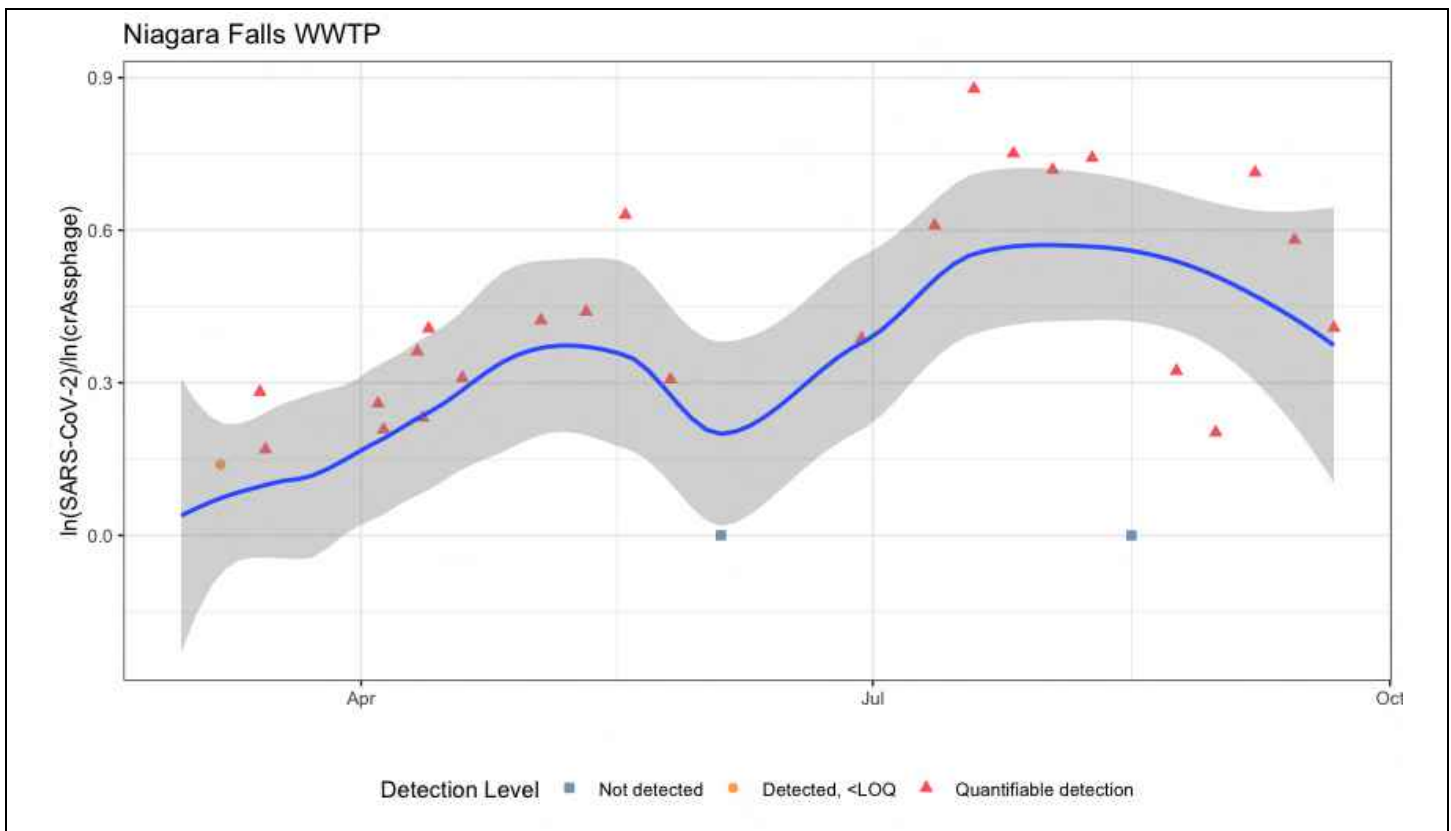


Figure 2:

SARS-CoV-2 intensity over time at the City of Niagara Falls influent.

A smoothed trend line (blue), uncertainty (gray), and wastewater samples (dots) are shown. Wastewater sample points are color coded to specify the level of SARS-CoV-2 detected. The concentration of SARS-CoV-2 is normalized by population, $\ln(\text{SARS-CoV-2})/\ln(\text{PMMoV})$, to give overall intensity. The recent trend from the influent remains decreasing.

The level of SARS-CoV-2 RNA can tell us roughly how many cases can be expected in a population.

- Not detected: low transmission, <10 cases per 100,000 in the past 7 days and <5% test positivity
- Detected, <LOQ: medium transmission, 10-50 cases per 100,000 in the past 7 days, and 5-7.9% test positivity
- Quantifiable detection: substantial to high transmission, >50 cases per 100,000 in the past 7 days, and 8.0% test positivity or higher

Over the past two weeks, the population served by the City of Niagara Falls influent is experiencing a decreasing trend. This would mean that the population could expect lower daily COVID-19 cases in the coming weeks, if this trend continues. The most recent sample had a quantifiable detection, suggesting daily case incidence of greater than 50 cases per 100,000.



MINUTES

Business Meeting of the Niagara Falls Water Board July 25, 2022 at 5:00 p.m.

Notes: Pursuant to public notice, this meeting was conducted at 1201 Buffalo Avenue, Niagara Falls, New York. The meeting could be attended in-person or via conference call pursuant to Chapter 417 of the Laws of 2021, as modified by Chapter 1 of the Laws of 2022 and pursuant to the continuation of the State Disaster Emergency Pursuant to Governor Hochul's Executive Order No. 11.

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.) *Present at 5:02 p.m.*

Forster (Chairman) *Present*

Kimble (Board Member) *Present via Conference Call*

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

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

b. Comments from Chairman Forster

None.

c. Presentations (none scheduled)

None.

d. Letters and Communications

i. 2022-07-05 – COVID Wastewater Surveillance Update Memorandum

- e. 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).**

Gary DiLaura, 7605 West Rivershore Dr., commended the NFWB's outside sewer and water crew for their efforts and swift response to the four water main breaks that recently have been repaired on Rivershore Drive. Mr. DiLaura believes the 6-inch main (between 8106-7605) is in poor condition and is not adequate for the volume of flow and is concerned that this is the reason issues continue to happen; he has seen the main and it appears to him to be in bad condition. Mr. DiLaura explains he will also be bringing his concerns to the attention of Niagara Falls City Council and would like to see an 8-inch main take the place of the existing 6-inch main.

Chairman Forster states that the NFWB's outside crew will utilize the camera truck for further investigation and will also provide Mr. DiLaura with the findings.

Mr. Eagler states a service leak was identified at the 8100 block of West Rivershore Dr. – the entire sewer line was also examined with the camera truck with no unusual findings. Mr. Eagler explains an "air hammer" caused two of the main breaks Mr. DiLaura references, after an initial break was repaired. This is not out of the ordinary. All new Mueller fire hydrants, which are less likely to cause an air hammer, have been installed and the old Matthews fire hydrants were removed. The street is fly ash, and some of the divots are from broken customer-owned sewer laterals. Other markings in the street related to fire hydrant replacements, not water main breaks. Mr. Eagler does not believe that section of main truly is more prone to breaks than other mains but will review the data in Lucity and identify all the repairs that have been completed on that main over the last five years. Chairman Forster requests that Mr. Eagler provide the Board members with the information when it becomes available.

Linda Wheaton, 1265 91st St., states her disabled brother resides in her rental property and receives an average water bill every quarter. Ms. Wheaton recently received a water bill for \$722. She has not repaired anything since that high bill but subsequent bills have been back down to the average level. She was informed her property had no known leaks. When Ms. Wheaton contacted the NFWB she was told to pay the minimum amount required until she received an adjustment to her bill. Ms. Wheaton does not believe the adjustment she ultimately received was large enough and would like the NFWB to review her bill again. Chairman Forster stated that someone from Water Board staff will contact her tomorrow.

f. Prior Meeting Minutes

i. Draft June 27, 2022 Meeting Minutes

Chairman Forster stated that the minutes should be amended to add “and effort” following the words “and it took a lot of time” on the second page.

Motion by Board Member Leffler and seconded by Board Member Asklar to approve the June 27, 2022 Meeting Minutes with the amendment stated by Chairman Forster.

Asklar __Y__Forster __Y__Kimble __Y__Larkin __Y__Leffler __Y__

Motion carried, 5-0.

2. Executive Director – Dr. Abderrahman Zehraoui

- a. WWTP Project Budget Tracker (CPL)**
- b. WWTP Construction Schedule Tracker (CPL)**
- c. Financial Award Summary (CPL)**
- d. U.S. Department of Energy Wastewater Energy Savings Program**
- e. DOH Environmental Laboratory Approval Program (“ELAP”) Audit of WWTP Laboratory**

Dr. Zehraoui states pump No. 3 has been installed at the GPS and is now being used as the lead pump.

A Project 11 meeting will be held on 7/26/22 at 9:30 a.m. to discuss the change order

Chairman Forster noted the resolution for the Project 11 change order has been withdrawn following issues raised by the Board at the work session. It is the responsibility of Dr. Zehraoui and Mr. Williamson to review change orders prior to presenting them to the Board members. Many charges on the proposed Project 11 change order appear as if they should have been in the original scope of the project. The Board should not have to review every change order to discover these issues.

3. Outside Infrastructure Updates – Michael Eagler

a. Bid Opening for Lindbergh Ave. Sewer Repair – July 21

Mr. Eagler states the Aquatech Truck returned to the WWTP on 7/22/22 – after months of delays. The trailers for the excavators are delayed until 8/1/22.

The Lindbergh Ave. sewer repair that is the subject of a resolution is for a 10-inch sewer main – 15 feet deep with 1 lateral involved. 4th Generation was the lowest bidder.

4. Maintenance – Joseph Argona

Mr. Argona's retirement from full-time employment with the Water Board and his more than 30 years of service were acknowledged.

5. Engineering – Douglas Williamson

a. 2022 Water and Sewer Grant Applications

6. Personnel Items – David San Lorenzo

a. July 25, 2022 Personnel Actions Report

Motion by Board Member Larkin and seconded by Board Member Asklar to approve the Personnel Actions sheet in its entirety, with the confidential secretary at full time.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

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

8. Finance – Brian Majchrowicz

- a. Status of Shut-Off Program**
- b. Revenue Budget Performance Report through June 30**
- b. Sewer Fund Expense Budget Performance Report through June 30**
- c. Water Fund Expense Budget Performance Report through June 30**
- d. Board Fund Expense Budget Performance Report through June 30**
- e. Key Bank and Bank on Buffalo Balance Report**
- f. Wilmington Trust Balance Report**
- g. Treasury Account Balance Report**
- h. Budget Amendments Report**
- i. June 2022 Capital Payments**

Mr. Majchrowicz reported that there are approximately 5,700 delinquent accounts at present, versus approximately 5,300 at this time last year and an average of about 5,000. However, recovered revenue from past-due amounts transferred to taxes is at \$1.3 million, versus \$1.1 million last year, and an average of \$760,000. Past-due amounts will be transferred to taxes whether or not a formal shutoff program is completed.

9. Questions Regarding June 2022 Operations and Maintenance Report

10. Safety – David San Lorenzo

11. General Counsel and Secretary – Sean Costello

- a. NYPA Distributed Energy Resources Advisory Services – Information and Early Site Concepts**
- b. June 14, 2022 Risk Management Plan (“RMP”) Program Inspection at WTP**

12. From the Chairman

13. Resolutions

2022-07-001 – AWARD OF BID FOR WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

- a. City Purchasing Award Recommendation and Bid Tally**

Motion by Board Member Asklar and seconded by Board Member Larkin to approve Resolution 2022-07-001.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

2022-07-002 – GORGE PUMPING STATION HIGH-VOLTAGE EQUIPMENT PREVENTATIVE MAINTENANCE

- a. Ferguson Electric Proposal dated June 29, 2022**

Motion by Chairman Forster and seconded by Board Member Asklar to table Resolution 2022-07-002 until Board members receive more details on the work to be performed and component costs.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion to table carried, 5-0.

2022-07-003 – PASSENGER VEHICLE FLEET ADJUSTMENT

Motion by Board Member Leffler and seconded by Board Member Larkin to approve Resolution 2022-07-003.

Askar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

Some proposed vehicle replacements are for hybrid vehicles. Board Member Askar discussed the positive experience at NYPA with hybrid vehicles. Board Member Kimble requests the NFWB staff to maintain a log of fuel-cost savings. Mr. Majchrowicz will track this information quarterly and distribute to the Board members.

2022-07-004 – AUTHORIZING NYS WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT APPLICATION, OBLIGATING LOCAL MATCHING FUNDS, DECLARING INTENT TO SERVE AS SEQR LEAD AGENCY, AND SEQR TYPE DETERMINATIONS – WATER PROJECTS

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

Askar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

Mr. Eagler notes that efforts are made to coordinate our main replacement work with the City, but with delays associated with pursuing grant funds our timelines for planning work do not necessarily match the City's planning schedule for paving. He suggests providing the City with our list of any planned upcoming projects as soon as possible in order to avoid issues with digging/paving when possible.

2022-07-005 – AUTHORIZING NYS WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT APPLICATION, OBLIGATING LOCAL MATCHING FUNDS, DECLARING INTENT TO SERVE AS SEQR LEAD AGENCY, AND SEQR TYPE II DETERMINATION – WASTEWATER PROJECTS

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

Askar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

2022-07-006 – *Withdrawn.*

2022-07-007 – *Withdrawn.*

**2022-07-008 – ZERO COST CHANGE ORDER FOR SCOPE ADJUSTMENT –
WWTP INTERMEDIATE PUMP ASSESSMENT PROJECT**

a. GHD Proposal for Revised Scope of Work

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

2022-07-009 – WTP CONFERENCE ROOM DESK FABRICATION

- a. Forest Materials Quote**
- b. WTP Conference Room Desk Drawing**
- c. Details on Proposed WTP Conference Room Desks**

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

**2022-07-010 – AUTHORIZING NATIONAL PURCHASING COOPERATIVE
(BUYBOARD) INTERLOCAL PARTICIPATION AGREEMENT**

- a. National Purchasing Cooperative Interlocal Participation Agreement**
- b. BuyBoard Brochure**
- c. BuyBoard New York Frequently Asked Questions**

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

2022-07-011 – AUTHORIZING PROCUREMENT OF E.H. WACHS HYDRAULIC POWERED SUPER “D” GUILLOTINE PIPE SAW

a. EH Wachs Guillotine Pipe Saw Quote NL179235

b. Wachs Guillotine Pipe Saw Brochure

Chairman Forster noted that this will be beneficial from the perspective of safety and also efficient, taking a 2–3-hour job down to 30 minutes for the outside crew.

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.

2022-07-012 – AWARD BID FOR 10-INCH SANITARY SEWER REPAIR PROJECT, 8200 BLOCK LINDBERGH AVENUE

a. City Engineering Award Recommendation and Bid Tabulation for 10-Inch Sanitary Sewer Repair Project, 8200 Block Lindbergh Ave.

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

14. Unfinished/Old Business

1) Board Room WTP:

- 7/14/22: CIR work complete and fiber optic line relocated. Waiting on fabrication of desk.

2) WWTP Sodium Hypochlorite Tank Replacement

- 7/14/22: The 2021 WIIA Sewer (WWTP) Grant of \$1,125,000 was awarded on April 19, 2022 that included the some of the funds necessary to complete the WWTP tank removal and replacement work. We may be able to utilize some of the remaining balance of the WWTP Phase II grant to assist with this work, as well. We need approval from the NYSDEC to include some of the WWTP tank replacement work under this WWTP Phase II grant. The draft WWTP Tank Replacement RFP that was created needs to be finalized to show the grant funding sources that have been approved for the project, before we can proceed.

3) WWTP Brick Repair Work & Enclosure of Balcony

- 7/14/22: It was decided to complete work in house without canvas. Structure is complete. Removable screens are being fabricated. Bricklayer and Glazers have completed work in this area. Air conditioner that no longer is needed and infringed on area has been removed

4) WTP Carbon Tank and Chemical Offload Area Recoating

- 7/14/22: Carbon tank 90% repainted; sandblasting of old containment area coating scheduled for next week.

5) Whitney Ave. Water Main Replacement

- 7/14/22: 4th Generation was awarded bid at June 2022 Board meeting. 30-week lead time for material delivery.

6) WTP Perimeter Fence Replacement Update

- 7/14/22: The 2021 WIIA Water Grant application of \$3 million was awarded on April 19, 2022 that included some funds that can be used for the WTP perimeter fence replacement work. On 7/13/22, the capital purchase order for the \$8,000 brush hog was completed to assist with the work in-house. WTP maintenance to schedule and coordinate the fencing work.

7) Paychex Payroll System Update

- 4/14/22: In the process of completing a mock payroll to coincide with our previous one to make sure numbers are accurate. Timeclocks are currently being programmed and we will start testing a sample of employees with the new clocks. Continuing training.
- 7/21/22: Estimate of two weeks for implementation of new timeclocks.

15. New Business & Additional Items for Discussion

16. Executive Session: Anticipated motion to enter into executive session for the purpose of considering matters leading to the appointment, employment, promotion, demotion, or removal of a particular person (Public Officers Law § 105(f)).

17. Adjournment of Meeting

Motion by Board Member Larkin and seconded by Board Member Kimble to adjourn the meeting at 6:04 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 September 6, 2022 at 5:00 p.m.

Notes: Pursuant to public notice, this meeting was conducted at 1201 Buffalo Avenue, Niagara Falls, New York. The meeting could be attended in-person or via conference call pursuant to Chapter 417 of the Laws of 2021, as modified by Chapter 1 of the Laws of 2022 and pursuant to the continuation of the State Disaster Emergency Pursuant to Governor Hochul's Executive Order No. 11.

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.) *Present*

Forster (Chairman) *Present*

Kimble (Board Member) *Present via Conference Call*

Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/
Chairwoman Exec. Staff Review Cmte.) *Present via Conference Call at 5:04 p.m.*

Leffler (Board Member/Member Exec. Staff Review Cmte.) *Present via Conference Call*

2. Resolutions

2022-09-001 – SEQRA LEAD AGENCY DESIGNATION AND DETERMINATION OF SIGNIFICANCE FOR BEECH AVENUE WATER TANK IMPROVEMENTS

- a. EAF Long Form Part 1
- b. EAF Long Form Part 2
- c. EAF Long Form Part 3
- d. 2022-08-29 – NFTA Lead Agency Consent
- e. 2022-08-04 – City of Niagara Falls SEQR Response

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __A__ Leffler __Y__

Motion carried, 4-0.

2022-09-002 – AUTHORIZING PROCUREMENT OF MAIN PUMP VARIABLE FREQUENCY DRIVE

- a. Rexel Main Pump Number 4 VFD Remanufacture Quote
- b. 2022-08-30 – Rexel Sole Source Letter for Main Pump VFD

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

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __A__ Leffler __Abstain__

Motion carried, 3-0-1. Board Member Leffler noted she was abstaining from this resolution as her son is employed by Rexel.

2022-09-003 – WTP CHLORINE GAS FEED PREVENTATIVE MAINTENANCE

- a. De Nora Preventative Maintenance Quote

Board Member Asklar inquired as to the frequency of this preventative maintenance. Mr. Costello explained his understanding that this is not maintenance performed at a particular interval but as needed, and the large item is replacement of chlorinators which are original to the plant and are being replaced to maintain reliable function.

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.

**2022-09-004 – REVISED CHANGE ORDER FOR WWTP PROJECT 11,
CONCRETE INTERFERENCE**

- a. Revised Change Order Summary**
- b. Revised J.W. Danforth Change Order Proposal**
- c. Revised J.M. Davidson Change Order Proposal**

The Board discussed the change order, including the background on why the work was required and the consequence of not doing the work called for in the change order. Ted Donner from CPL explained the rationale for not tying into the old piping and answered questions regarding temporary bypass requirements, the overall cost of the project versus the projected budget. Board Member Asklar noted he would like to spend some more time getting his head around the change order and to walk the project site to get a better understanding.

Motion by Board Member Asklar and seconded by Board Member Leffler to table

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion to table carried, 5-0.

The following resolutions currently are anticipated for the September 26, 2022 business meeting:

- i. Upgrade WWTP Laboratory Information Management System to Sample Master Cloud-Hosted Software as a Service*
- ii. Change Order for WWTP Project 3 – Screenings and Grit Transport Equipment Improvements, Polymer Equipment Upgrades, and Dewatering Equipment Control Upgrades*
- iii. Procurement of Filters for WWTP Carbon Bed Air Handling Units*
- iv. Revised Proposal for Gorge Pumping Station High-Voltage Electrical Preventative Maintenance*
- v. Agreement for BHC Compliance Professional Engineering and Scientific Consulting Services*
- vi. Memorandum of Understanding with City of Niagara Falls Regarding Police Department Substation at Water Treatment Plant*

3. **Executive Session: Motion to enter into executive session for the purpose of considering matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of particular persons (Public Officers Law § 105(f)).**

Motion by Board Member Asklar and seconded by Board Member Larkin to enter into executive session for the purpose of considering matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of particular persons at 5:28 p.m.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

Motion by Board Member Larkin and seconded by Board Member Leffler to exit executive session at 6:07 p.m.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

4. September 6, 2022 Personnel Actions Sheet

Motion by Board Member Larkin and seconded by Board Member Kimble to approve the September 6, 2022 Personnel Actions Sheet in its entirety.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.

The Board then discussed the work session scheduled for September 19, 2022 and determined to cancel it; Mr. Costello to post appropriate notice.

5. Adjournment of Meeting

Motion by Board Member Asklar and seconded by Board Member Kimble to adjourn the meeting at 6:09 p.m.

Asklar __Y__ Forster __Y__ Kimble __Y__ Larkin __Y__ Leffler __Y__

Motion carried, 5-0.



Niagara Falls Water Board (NFWB) Overall Project Budget Summary (Phase 1 Overall Budget = \$27M)
Last Updated: 9/20/2022

Key	
Not approved	
Preliminary Estimate	

Project	Scope	Budget	Scope/Vendor	Estimated/ Final	% Billed	Recent Work Update
1	Sedimentation Basin Upgrades	\$10,390,000	Design and Bidding (AECOM - Approved)	\$409,000	98%	Basin #5 is available for service work continues on Basin #4.
			CA & CI (CPL - Approved)	\$470,000	37%	
			GEN Construction (Hohl - Per Bid - Approved)	\$7,878,353	55%	
			ELEC Construction (CIR - Per Bid - Approved)	\$894,100	62%	
			Project Total	\$9,651,453	57%	
			Remaining Budget	\$738,547		
2	GPS	\$4,100,000	Design and Bidding (GHD - Approved)	\$218,800	100%	GHD is currently working with contractors to address final punchlist items.
			CA & CI (GHD - Approved)	\$315,230	97%	
			GEN Construction (STC - Per Bid - Approved)	\$2,653,000	90%	
			ELEC Construction (CIR - Per Bid - Approved)	\$418,300	94%	
			HVAC Construction (Danforth - Per Bid - Approved)	\$864,400	90%	
			Project Total	\$4,469,730	91%	
			Remaining Budget	(\$369,730)		
3	Screens and Grit Transportation Equipment Improvements	\$1,920,000	Design and Bidding (Arcadis - Approved)	\$166,785	100%	Work continues on installation of Polymer Systems.
			CA & CI (Arcadis - Approved)	\$217,750	71%	
			GEN Construction (Hohl - Per Bid - Approved)	\$1,527,000	70%	
			ELEC Construction (CIR - Per Bid - Approved)	\$190,887	59%	
			Project Total	\$2,102,422	71%	
			Remaining Budget	(\$182,422)		
4	Carbon and Filter Support Gravel Replacement	\$2,000,000	Design, Bidding, and CA/CI (AECOM - Approved)	\$114,718	Final	Construction Complete.
			GEN Construction (Carbon Activated - Per Bid - Approved)	\$1,798,840	Final	
			Final Project Total	\$1,913,558	Final	
			Final Remaining Budget	\$86,442		
5	Electrical System Improvements	\$2,610,000	Design/E.I. Team - Approved	\$102,120	100%	Ferguson proceeding with transformer submittals and purchase of replacement transformer equipment. CPL Coordinating work.
			Phase 2 Design - Approved	\$198,941	100%	
			Task 1 Construction - Ferguson - Approved	\$179,010	100%	
			Task 2 Construction - Ferguson - Approved	\$1,491,000	0%	
			Project Total	\$1,971,071	24%	
			Remaining Budget	\$638,929		

6	Effluent Disinfection	\$3,650,000	Design, Bid, and CI (AECOM - Approved)	\$189,966	Final	Construction Complete.
			GEN Construction (M&B - Per Bid - Approved)	\$1,421,042	Final	
			ELEC Construction (Ferguson - Per Bid - Approved)	\$108,000	Final	
			ELEC Construction (Ferguson - Approved Proposal - Net. Imp.)	\$338,047	Final	
			CA/In-House - CPL (Included in current CPL term contract)	~ 5% or \$185,000 if by engineer		
			Project Total	\$2,057,056		
			Remaining Budget	\$1,592,944		
7	Replacement of Critical Heating and Ventilation Equipment	\$1,160,000	Design and Bidding (E.I. Team - Approved)	\$111,800	100%	Currently in construction. EI Team is providing part time inspection per their CA/CI contract.
			CA/ CI (EI Team - Approved)	\$28,520	91%	
			ELEC Construction (CIR - Per Bid - Approved)	\$177,363	30%	
			HVAC Construction (Danforth - Per Bid - Approved)	\$782,000	21%	
			Running Total	\$1,099,683	15%	
			Remaining Budget	\$60,317		
8	Replacement of Blower Equipment	\$300,000	Design/In-House AECOM/ CPL (Included in current CPL contract)	N/A	N/A	Construction Complete.
			CA/CI/In-House - CPL (Included in current CPL term contract)	N/A	N/A	
			Construction (Armor Sales & Service)	\$2,478	Final	
			Construction (Core Welding)	\$950	Final	
			Construction (D&W Industrial)	\$28,222	Final	
			Construction (Mollenberg)	\$46,925	Final	
			Construction (Niagara Controls)	\$11,544	Final	
			Final Total	\$90,118		
Final Remaining Budget	\$209,882					
9	Replacement of Process Piping	\$640,000	Piping Assessment Report (Ramboll - Approved)	\$59,770	100%	Construction Complete.
			Design, Bidding, and CA/CI (JMD - Approved)	\$63,480	100%	
			Construction - (MLP - Per Bid - Approved)	\$428,300	100%	
			Running Total	\$551,550	22%	
			Remaining Budget	(\$88,450)		
10	SCADA Improvements	\$455,000	Phase 1 Design/ Construction/Kaman - Approved	\$352,450	64%	Kaman continues SCADA integration work with Capital Project contractors.
			Phase 2 Design/ Construction - Approved (For Project #6)	\$146,200		
			Running Total	\$498,650	64%	
			Remaining Budget	(\$43,650)		
Phase 1 Budget Total =		\$27,000,000	Anticipated Total Cost (Percentage of Total Budget)	\$24,405,291	Remaining Ph. Budget	\$2,594,709

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

Niagara Falls Water Board (NFWB) Overall Capital Project Budget Summary (Phase 2 Overall Budget = \$13M)					Key	
					Not approved	
					Preliminary Estimate	
Project	Scope of Work	Budget	Scope/Vendor	Estimated Task	% Billed	Recent Work Update
2B	Outfall	\$1,700,000	Design, Bidding, and CA/CI (GHD - Approved)	\$37,400	100%	(See Project #2 Update)
			GEN Construction (STC - Per Bid - Approved)	\$562,000	90%	
			Running Total	\$599,400	91%	
			Remaining Budget	\$1,100,600		
11A	18" Plant Drain Upgrade	\$225,000	11A Design, Bidding, and CA/CI (JMD - Approved)	\$15,890	57%	Completed
			Const. (Danforth - Per Bid - Approved)	\$169,000	100%	
			Running Total	\$184,890	96%	
			Remaining Budget	\$40,110		
11B	Hypo and Sludge Improvements	\$975,000	11B Design, Bidding, and CA/CI (JMD - Approved)	\$52,965	98%	Sludge improvements change order proposal for approval.
			Const. (Danforth - Per Bid - Approved)	\$457,800	41%	
			Running Total	\$510,765	47%	
			Remaining Budget	\$464,235		
12	Intermediate Pumps Upgrades	\$3,075,000	Intermediate Pump Assessment (GHD - Approved)	\$21,716	83%	GHD continues pump evaluation.
			Running Total	\$21,716	83%	
			Remaining Budget	\$3,053,284		
Ph. 2 Budget = \$13,000,000			Phase 2 Running Total	\$4,370,055		
*Updated to reflect full available Phase 2 Budget, grant not yet approved			Phase 2 Remaining Budget	\$8,629,945		

ESTIMATED CONSTRUCTION SCHEDULE

NFWB CAPITAL IMPROVEMENT PROJECTS

Updated: 9-20-22

Updated: 9-20-22)			2022												2023												2024											
TASK DESCRIPTION	PLAN START	PLAN END	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Project #1: Sed. Basin Upgrades (CPL) - CA/CI Approved (10-26-20)																																						
Design and Bidding	5/22/2019	10/1/2020																																				
Mobilization	11/1/2020	2/1/2021																																				
Construction (Phase 1)	3/1/2021	6/30/2022																																				
Construction (Phase 2)	7/1/2022	2/3/2023																																				
Construction (Phase 3)	3/1/2023	2/3/2024																																				
Construction (Phase 4)	3/1/2024	11/30/2024																																				
Project #2 GPS Rehab (GHD) - CA/CI Services Approved (12-16-19)																																						
Design and Bidding	6/3/2019	6/27/2020																																				
Construction	7/1/2020	11/1/2022																																				
Project #3 Polymer and Grit (Arcadis) - CA/CI Approved (10-26-20)																																						
Design and Bidding	5/30/2019	10/1/2020																																				
Construction	11/1/2020	4/1/2023																																				
Project #4 Carbon (AECOM) - CA/CI Approved (11-25-19)																																						
Design and Bidding	5/22/2019	2/22/2020	Project Complete																																			
Construction	3/1/2020	9/1/2020	Project Complete																																			
Project #5 Electrical System Improvements (EI Team)																																						
Design and Bidding	4/25/2019	2/1/2022																																				
Construction	3/1/2022	5/1/2023																																				
Project #6 Effluent Disinfection (AECOM) - CA Services (Approved Previously)																																						
Design and Bidding	6/25/2019	2/1/2020	Project Complete																																			
Construction	3/1/2020	4/1/2021	Project Complete																																			
Project #7 HVAC Improvements (EI Team) - CA/CI Services Approved (9-28-20)																																						
Design and Bidding	4/25/2019	1/1/2021																																				
Construction	2/1/2021	12/1/2022																																				
Project #8 Replacement of Blower Equipment (In House) - CA Services by AECOM and CPL																																						
Design and Bidding	2/1/2019	6/1/2019	Project Complete																																			
Construction	7/1/2019	2/1/2020	Project Complete																																			
Project #9 Replacement of Process Piping (JMD) - CA/CI Services Approved (9-28-20)																																						
Design and Bidding	10/26/2019	3/26/2021	Project Complete																																			
Construction	4/1/2021	3/1/2022	Project Complete																																			
Project #10 SCADA Improvements (Kaman) - CA Services Not Required																																						
Design and Bidding	6/1/2019	12/1/2019																																				
Construction	1/1/2020	11/1/2024																																				
Project #11 WWTP Additional Piping (JMD) CA/CI Services Approved (9-28-20)																																						
Design and Bidding	10/1/2019	3/26/2021																																				
Construction	4/1/2021	2/1/2023																																				
Project #12 Int. Pump Improvements (GHD)																																						

NFWB Financial Award Summary

Last Updated: 9/8/22

Note: Changes from last summary are in red text



Description	Amount	Source	Status
AWARDED			
Various Watermain Improvements 2018 GRANT Portion	\$5,495,000 total \$3,000,000 grant \$2,495,000 loan	NYS EFC DWSRF 18588	City Engineer and Urban Engineers started design on two streets. CPL started design on 77th Street & Whitney Ave. EFC request more detail on City fee estimates. CPL sent NFWB email concerning this 1/31/22. City responded to NFWB inquiry that they will have no fees to NFWB for these projects.
Various Watermain Improvements 2018 LOAN Portion	\$5,495,000 total \$3,000,000 grant \$2,495,000 loan	NYS EFC DWSRF 18588	City Engineer and Urban Engineers started design on two streets. CPL started design on 77th Street & Whitney Ave. EFC request more detail on City fee estimates. CPL sent NFWB email concerning this 1/31/22. City responded to NFWB inquiry that they will have no fees to NFWB for these projects.
Sewer Plant Phase 1 Improvements	\$13,500,000 grant	NYS DASNY ID #15688	Awarded. Six reimbursements received that total \$4.81 million.
Sewer Plant Phase 1 Improvements	\$13,500,000 loan long term \$27,000,000 loan short term	NYS EFC #C9-6603-12-00	Financial agreement has been processed April 2021. Disbursement request #1 for \$1.6 million has been received by NFWB. CPL sent NFWB staff 2nd request paperwork in amount of \$8 million 6/23/22. Approval needed by Board & Authority. Then 2nd submission can be made to EFC.
Sewer Plant Phase 2 Improvements	\$13,000,000 total \$6,500,000 grant	NYS DASNY	Projects 2B, 11A, 11B and 12 are allowed to access this funding. Work is underway and progressing.
LaSalle Sewer Area Phase 2 system report update & flow monitoring	\$250,000 total \$100,000 grant \$150,000 NFWB Match	NYSDEC Engineering Planning Grant #111586	Application submitted 7/30/21. Grant awarded December 2021. May 2022 conference call with NFWB, DEC and EFC. NYS okay with revised schedule. NFWB to obtain engineering proposal and submit remaining grant paperwork to EFC.
LaSalle Sewer Area Phase 2 Construction	\$1,000,000 total \$800,000 grant \$200,000 NFWB match	NYSDEC WQIP C01522GG	Application submitted 7/30/21. Grant awarded December 2021. May 2022 conference call with NFWB, DEC and EFC. NYS okay with revised schedule. Possible improvements can be done in 2022 or 2023.
LaSalle Sewer Area Phase 2 Construction	\$1,018,400 loan	NYS EFC CWSRF C9-6603-13-00	Application made to Intended Use Plan and listed. Funding can be for short & long terms to help assists with above WQIP grant. EFC requested Authority resolution to keep application. CPL sent NFWB staff email regarding this 3/17/22. NFWB staff working on resolution.

NFWB Financial Award Summary

Last Updated: 9/8/22

Note: Changes from last summary are in red text



Description	Amount	Source	Status
Drinking Water Fluoridation Component 1 (Planning Study for water plant upgrades)	\$25,000 grant	NYS Division of Family Health #T37250GG	Application submitted 10/1/21. Planning grant awarded 2/7/22. Requested paperwork provided to DOH 3/7/22. NFWB to request proposals for study. Then provide remaining paperwork to NYS.
2021 Various Watermain & System Improvements	\$10,025,000 total \$3,000,000 grant \$7,025,000 loan	NYS EFC DW'SRF 19056	Board approved resolution 10/25/21. Application to EFC made 11/19/21. Funding awarded April 2022, NFWB accepted 5/13/22. EFC to send draft agreement for review.
2021 Various Sewer & System Improvements	\$4,500,000 total \$1,125,000 grant \$3,375,000 loan	NYS EFC CW'SRF C9-6603-14-00	Board approved resolution 10/25/21. Application to EFC made 11/19/21. Funding awarded April 2022, NFWB accepted 5/13/22. EFC to send draft agreement for review.

NFWB Financial Award Summary

Last Updated: 9/8/22

Note: Changes from last summary are in red text



Description	Amount	Source	Status
FUTURE			
Local Government Records Management Improvement	Grant, varies. Up to \$150,000 if submit with City	NYS Archives	Recommend NFWB partner with City to maximize grant award. If City not interested, NFWB should make application by themselves. Application period anticipated to be early 2021. NFWB met with City Feb 2021 to discuss. CPL awaiting direction.
Local Government Efficiency Program	Grant, varies. Up to \$150,000 if submit with City	NYS DOS	For projects that will achieve improvements between NFWB and other entities such as County, City, Public Safety, etc. NFWB met with City Feb 2021 to discuss. CPL awaiting direction.
Zero-Emission Vehicle Infrastructure Grant (electric charging stations)	max \$250,000 per location and max \$500,000 to NFWB, up to 20% NFWB match	NYS OCC	Stations must be accessible by public. Part of CFA process. Next application deadline anticipated July 2022.
Large Funding Request Sewer Plant Biological Conversion	\$250,000,000	NYS & Federal	Effort underway with officials for request. Several meetings with officials and WNY funding delegation. CPL submitted financial application to EFC IUP list 1/11/21. Funding request submitted to Senator Schumer 4/9/22. EFC Intended Use Plan listing updated 6/7/22. EFC updated listing August 2022 to have two components, one of \$20 million for design and second of \$230 million for construction. Easier for EFC to issue funds in phases.
Large Funding Request Lead Removal	\$70,000,000	NYS & Federal	Effort underway with officials for request. Several meetings with officials and WNY funding delegation. CPL to prepare with NFWB staff, list and cost of mains to be replaced.
Drinking Water Fluoridation Component 2 (construction funds for water plant upgrades)	up to \$1,000,000 grant	NYS Division of Family Health	To be submitted for one study prepared and approved by NYS. Anticipate Round 2 funding application October 2022.
2022 Various Watermain & System Improvements	\$7,785,000 total \$3,000,000 grant \$4,785,000 loan	NYS EFC	NFWB staff & CPL met 3/7/22 to discuss. EFC submission deadline 9/9/22. Application submitted 9/8/22. Anticipate EFC award announcement late 2022.
2022 Various Sewer & System Improvements	\$5,400,000 total \$1,250,000 grant \$4,150,000 loan	NYS EFC	NFWB staff & CPL met 3/7/22 to discuss. EFC submission deadline 9/9/22. Application submitted 9/8/22. Anticipate EFC award announcement late 2022.

NFWB Financial Award Summary

Last Updated: 9/8/22

Note: Changes from last summary are in red text



Description	Amount	Source	Status
2022 Lead Service Line Removal Bipartisan Infrastructure Law (BIL)	Program details not yet available, anticipate grant money Requested \$472,780	NYS EFC DWSRF	Program offers funds to replace lead service lines from main to house. NFWB staff elected to submit 8/18/22. Application and report submitted 8/31/22. Anticipate EFC award announcement late 2022.
Water System Pipe Condition Assessment & Real Time Analysis			NFWB staff & CPL discussed 3/7/22 desire to perform assessments within water system. NFWB previously received proposals, however they were cost prohibitive. CPL to see if any funding programs available.
Additional Lead Removal Funding Programs			NFWB staff met with Senator Gillibrand staff 8/22 and obtained information on several funding programs. CPL to investigate and provide response for possible opportunities.

NFWB Financial Award Summary

Last Updated: 9/8/22

Note: Changes from last summary are in red text



Description		Amount	Source	Status
COMPLETED / NOT ACTIVE				
LaSalle Sewer Area Phase 1 system report update & flow monitoring		\$100,000 grant	NYSDEC Engineering Planning Grant EPG #93794	Total payment of \$100,000 has been received by NFWB.
Sewer Plant Consent Order Items 11 & 14		\$500,000 grant	NYS DEC & EFC R9-20170906-129	Paperwork submitted and EFC/DEC reviewed. Payment has been issued.
Bollier Avenue Watermain Improvements 2017		\$400,000 total \$240,000 grant	NYS EFC DWSRF 18435	Funding Agreement Signed. Construction completed October 2020. All EFC reimbursements received.
Water Efficiency Green Grant Innovation Program		grant up to 75% of work \$625,000 estimated project cost	NYS CFA	Grant program to pay for meter installation, replacements or upgrades. Anticipated submission deadline July 2022. Neptune involved to help confirm cost and scope. Desire to upgrade meters from AMR to AMI type. CPL sent NFWB email regarding application requirements. NFWB not moving forward per 5/25/22 email.

Niagara Falls Water Board
Personnel Actions and Report
September 26, 2022

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

A. PERSONNEL ACTIONS RECOMMEND TO HIRE

Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT

Line Item Number	Name and Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION
1	Systems Engineer	Request to Upgrade Position	Grade 23A to 25A	Seeking Board permission to upgrade pay for this position from Grade 23A to 25A to aid in recruitment of qualified candidate for recently-authorized systems engineer position. Current pay significantly below market rate. Starting rate would increase from \$29.45/hr. to \$31.35/hr.

C. PREVIOUSLY TABLED PERSONNEL ACTIONS (From 2022)

Line Item Number	Action and Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

D. OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION

Name	Position	Department/Location	Pay Rate	ADDITIONAL INFORMATION

E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE

Name	Last Day Worked	Dept.	Return Status	Comments
Jean Syverson	5/18/2022	Admin/WTP	Unknown	Workers Comp.

Revenue Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	FA - Water Board - Water									
	REVENUE									
	<i>Departmental Income</i>									
2122.001	Visual Inspections	50,000.00	.00	50,000.00	6,305.00	.00	38,782.50	11,217.50	78	38,645.00
2140.001	District 1	1,893,780.00	.00	1,893,780.00	3,206.60	.00	1,365,005.14	528,774.86	72	674,821.98
2140.002	District 2	2,338,000.00	.00	2,338,000.00	571,488.85	.00	1,617,423.73	720,576.27	69	960,495.38
2140.003	District 3	1,753,500.00	.00	1,753,500.00	1,081.27	.00	844,752.05	908,747.95	48	498,837.31
2140.004	Non-Resident	35,070.00	.00	35,070.00	8,064.42	.00	26,622.89	8,447.11	76	22,924.83
2140.005	Industrial	3,099,019.00	.00	3,099,019.00	.00	.00	1,748,136.66	1,350,882.34	56	721,452.32
2140.006	Industrial SIU	2,630,250.00	.00	2,630,250.00	.00	.00	2,165,642.97	464,607.03	82	1,450,531.47
2140.008	Hydrant Usage	6,000.00	.00	6,000.00	106.90	.00	615.25	5,384.75	10	5,352.53
2140.599	Miscellaneous Departmental Incom	5,000.00	.00	5,000.00	.00	.00	1,250.00	3,750.00	25	332.39
2141.000	Allowance for Unpaid Trfd	(125,000.00)	.00	(125,000.00)	.00	.00	50,193.41	(175,193.41)	-40	46,839.66
2144.003	Fire Service	91,000.00	.00	91,000.00	.00	.00	.00	91,000.00	0	.00
2144.005	Service Charge	455,000.00	.00	455,000.00	32,598.50	.00	313,470.90	141,529.10	69	313,860.84
2144.006	Lab Analysis	39,220.00	.00	39,220.00	985.50	.00	17,414.00	21,806.00	44	19,416.50
2144.008	Missing Meter Charge	25,000.00	.00	25,000.00	1,560.50	.00	11,880.00	13,120.00	48	18,831.50
2144.009	Mtr Install/Reinstall/Reactivate	5,000.00	.00	5,000.00	500.00	.00	3,300.00	1,700.00	66	3,225.00
2144.010	Final Meter Read/Inspect	17,000.00	.00	17,000.00	1,850.00	.00	13,175.00	3,825.00	78	13,300.00
2144.011	Hydrant Testing	300.00	.00	300.00	.00	.00	.00	300.00	0	.00
2144.012	Backflow Certification	7,500.00	.00	7,500.00	395.00	.00	4,860.00	2,640.00	65	6,610.00
2148.001	District 1	72,478.00	.00	72,478.00	.00	.00	62,134.94	10,343.06	86	41,983.39
2148.002	District 2	40,915.00	.00	40,915.00	18,710.11	.00	36,691.17	4,223.83	90	30,026.95
2148.003	District 3	60,204.00	.00	60,204.00	.00	.00	48,849.88	11,354.12	81	38,361.92
2148.004	Non-Resident	2,338.00	.00	2,338.00	142.05	.00	324.78	2,013.22	14	489.17
2148.005	Industrial	15,197.00	.00	15,197.00	.00	.00	9,645.89	5,551.11	63	8,714.17
2148.006	Industrial SIU	7,014.00	.00	7,014.00	.00	.00	.00	7,014.00	0	8,369.30
2148.599	Penalty - Miscellaneous	4,096.00	.00	4,096.00	.06	.00	1.54	4,094.46	0	(21.72)
	<i>Departmental Income Totals</i>	\$12,527,881.00	\$0.00	\$12,527,881.00	\$646,994.76	\$0.00	\$8,380,172.70	\$4,147,708.30	67%	\$4,923,399.89
	<i>Intergovernmental Charges</i>									
2230.A	City of Niag Falls-Generl	230,102.00	.00	230,102.00	.00	.00	.00	230,102.00	0	.00
	<i>Intergovernmental Charges Totals</i>	\$230,102.00	\$0.00	\$230,102.00	\$0.00	\$0.00	\$0.00	\$230,102.00	0%	\$0.00
	<i>Use Of Money & Property</i>									
2401.000	Interest Earnings	25,000.00	.00	25,000.00	.00	.00	(11,925.72)	36,925.72	-48	2,360.93
	<i>Use Of Money & Property Totals</i>	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	(\$11,925.72)	\$36,925.72	-48%	\$2,360.93
	<i>Licenses And Permits</i>									
2550.006	Cellular Towers	230,000.00	.00	230,000.00	31,172.96	.00	160,069.04	69,930.96	70	150,633.19
2590.004	Hydrant Permits & Rentals	12,000.00	.00	12,000.00	87.21	.00	3,075.53	8,924.47	26	8,862.57
	<i>Licenses And Permits Totals</i>	\$242,000.00	\$0.00	\$242,000.00	\$31,260.17	\$0.00	\$163,144.57	\$78,855.43	67%	\$159,495.76
	<i>Sale Of Prop/Cmp For Loss</i>									
2650.000	Sale Of Scrap	10,000.00	.00	10,000.00	1,468.00	.00	10,816.68	(816.68)	108	3,427.31

Revenue Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	FA - Water Board - Water									
	REVENUE									
	<i>Sale Of Prop/Cmp For Loss</i>									
2665.000	Sale-Equipment	2,723.00	.00	2,723.00	.00	.00	.00	2,723.00	0	.00
	<i>Sale Of Prop/Cmp For Loss Totals</i>	\$12,723.00	\$0.00	\$12,723.00	\$1,468.00	\$0.00	\$10,816.68	\$1,906.32	85%	\$3,427.31
	<i>Misc Local Sources</i>									
2701.000	Refund Appro Exp Prior Yr	.00	.00	.00	.00	.00	1,124.55	(1,124.55)	+++	(674.70)
2770.001	NSF Check Charge	8,000.00	.00	8,000.00	665.00	.00	5,320.00	2,680.00	66	4,970.00
2770.599	Undesignated	5,000.00	.00	5,000.00	.00	.00	6,859.10	(1,859.10)	137	861.88
	<i>Misc Local Sources Totals</i>	\$13,000.00	\$0.00	\$13,000.00	\$665.00	\$0.00	\$13,303.65	(\$303.65)	102%	\$5,157.18
	<i>Interfund Revenues</i>									
2801.GA	Interfd Rev WtrBd-Sewr	.00	.00	.00	.00	.00	316,796.04	(316,796.04)	+++	339,221.88
	<i>Interfund Revenues Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$316,796.04	(\$316,796.04)	+++	\$339,221.88
	REVENUE TOTALS	\$13,050,706.00	\$0.00	\$13,050,706.00	\$680,387.93	\$0.00	\$8,872,307.92	\$4,178,398.08	68%	\$5,433,062.95
Fund	FA - Water Board - Water Totals	\$13,050,706.00	\$0.00	\$13,050,706.00	\$680,387.93	\$0.00	\$8,872,307.92	\$4,178,398.08		\$5,433,062.95

Revenue Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	GA - Water Board - Sewer									
	REVENUE									
	<i>Departmental Income</i>									
2120.001	District 1	2,509,153.00	.00	2,509,153.00	4,245.60	.00	1,817,499.23	691,653.77	72	894,862.68
2120.002	District 2	3,056,935.00	.00	3,056,935.00	758,740.84	.00	2,148,785.45	908,149.55	70	1,274,748.70
2120.003	District 3	2,279,550.00	.00	2,279,550.00	1,431.74	.00	1,127,808.36	1,151,741.64	49	668,983.57
2120.005	Industrial CSIRU	4,664,310.00	.00	4,664,310.00	.00	.00	2,423,745.01	2,240,564.99	52	1,022,305.53
2120.006	Industrial SIU	9,585,800.00	.00	9,585,800.00	1,314,949.85	.00	9,636,267.10	(50,467.10)	101	3,708,126.76
2120.007	Waste Hauler Fees	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	3,225.00
2120.008	Hydrant Usage	10,000.00	.00	10,000.00	141.56	.00	813.75	9,186.25	8	7,613.82
2120.102	Town Of Niagara	631,276.00	.00	631,276.00	.00	.00	453,641.02	177,634.98	72	473,622.91
2122.001	Visual Inspections	.00	.00	.00	.00	.00	(180.00)	180.00	+++	.00
2122.002	Dye Tests	50,000.00	.00	50,000.00	6,305.00	.00	38,962.50	11,037.50	78	38,645.00
2128.001	District 1	90,013.00	.00	90,013.00	.00	.00	82,466.55	7,546.45	92	54,863.94
2128.002	District 2	64,295.00	.00	64,295.00	24,582.92	.00	43,862.08	20,432.92	68	39,707.17
2128.003	District 3	79,843.00	.00	79,843.00	.00	.00	65,170.59	14,672.41	82	50,146.44
2128.005	Industrial	17,535.00	.00	17,535.00	.00	.00	15,917.30	1,617.70	91	10,305.74
2128.006	Industrial SIU	18,704.00	.00	18,704.00	.00	.00	21,536.67	(2,832.67)	115	12,701.96
2141.000	Allowance for Unpaid Trfd	(125,000.00)	.00	(125,000.00)	.00	.00	66,911.52	(191,911.52)	-54	61,324.51
2770.998	Occidental Brine	.00	.00	.00	.00	.00	100,507.90	(100,507.90)	+++	.00
	<i>Departmental Income Totals</i>	\$22,935,414.00	\$0.00	\$22,935,414.00	\$2,110,397.51	\$0.00	\$18,043,715.03	\$4,891,698.97	79%	\$8,321,183.73
	<i>Use Of Money & Property</i>									
2401.000	Interest Earnings	25,000.00	.00	25,000.00	.00	.00	(11,925.73)	36,925.73	-48	1,747.12
	<i>Use Of Money & Property Totals</i>	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	(\$11,925.73)	\$36,925.73	-48%	\$1,747.12
	<i>Licenses And Permits</i>									
2590.006	SIU 5-Yr Permits	5,000.00	.00	5,000.00	.00	.00	1,000.00	4,000.00	20	1,000.00
	<i>Licenses And Permits Totals</i>	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$1,000.00	\$4,000.00	20%	\$1,000.00
	<i>Fines And Forfeits</i>									
2620.000	Forfeitures Of Deposits	800.00	.00	800.00	.00	.00	.00	800.00	0	.00
	<i>Fines And Forfeits Totals</i>	\$800.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0%	\$0.00
	<i>Sale Of Prop/Cmp For Loss</i>									
2650.000	Sale Of Scrap	5,000.00	.00	5,000.00	.00	.00	5,764.92	(764.92)	115	.00
2690.001	Damages to WB Property	84,525.00	.00	84,525.00	.00	.00	.00	84,525.00	0	.00
	<i>Sale Of Prop/Cmp For Loss Totals</i>	\$89,525.00	\$0.00	\$89,525.00	\$0.00	\$0.00	\$5,764.92	\$83,760.08	6%	\$0.00
	<i>Misc Local Sources</i>									
2701.000	Refund Appro Exp Prior Yr	.00	.00	.00	.00	.00	2,467.98	(2,467.98)	+++	(37,393.63)
2770.599	Undesignated	25,000.00	.00	25,000.00	.00	.00	17,398.28	7,601.72	70	21,897.40
	<i>Misc Local Sources Totals</i>	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$19,866.26	\$5,133.74	79%	(\$15,496.23)
	<i>Interfund Revenues</i>									
2801.F	Interfd Rev Fr Water	.00	.00	.00	.00	.00	309,443.11	(309,443.11)	+++	342,016.20

Revenue Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	GA - Water Board - Sewer									
	REVENUE									
	<i>Interfund Revenues Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309,443.11	(\$309,443.11)	+++	\$342,016.20
	REVENUE TOTALS	\$23,080,739.00	\$0.00	\$23,080,739.00	\$2,110,397.51	\$0.00	\$18,367,863.59	\$4,712,875.41	80%	\$8,650,450.82
Fund	GA - Water Board - Sewer Totals	\$23,080,739.00	\$0.00	\$23,080,739.00	\$2,110,397.51	\$0.00	\$18,367,863.59	\$4,712,875.41		\$8,650,450.82

Revenue Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	VFG - Plant Fund									
	REVENUE									
	<i>Use Of Money & Property</i>									
2401.000	Interest Earnings	700,000.00	.00	700,000.00	.00	.00	.00	700,000.00	0	290,757.25
	<i>Use Of Money & Property Totals</i>	\$700,000.00	\$0.00	\$700,000.00	\$0.00	\$0.00	\$0.00	\$700,000.00	0%	\$290,757.25
	<i>Sale Of Prop/Cmp For Loss</i>									
2675.000	Gain on Disposal of Assets	.00	.00	.00	.00	.00	.00	.00	+++	40,000.00
	<i>Sale Of Prop/Cmp For Loss Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$40,000.00
	<i>Misc Local Sources</i>									
2770.000	Other Unclassif'd Revenue	.00	.00	.00	.00	.00	.00	.00	+++	1,146.16
	<i>Misc Local Sources Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,146.16
	<i>Proceeds Of Obligations</i>									
4990.000	Grant Revenue	.00	.00	.00	.00	.00	1,758,370.70	(1,758,370.70)	+++	2,247,241.22
	<i>Proceeds Of Obligations Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,758,370.70	(\$1,758,370.70)	+++	\$2,247,241.22
	REVENUE TOTALS	\$700,000.00	\$0.00	\$700,000.00	\$0.00	\$0.00	\$1,758,370.70	(\$1,058,370.70)	251%	\$2,579,144.63
Fund	VFG - Plant Fund Totals	\$700,000.00	\$0.00	\$700,000.00	\$0.00	\$0.00	\$1,758,370.70	(\$1,058,370.70)		\$2,579,144.63
	Grand Totals	\$36,831,445.00	\$0.00	\$36,831,445.00	\$2,790,785.44	\$0.00	\$28,998,542.21	\$7,832,902.79		\$16,662,658.40

Expense Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	GA - Water Board - Sewer									
	EXPENSE									
	<i>Personnel - Position Control</i>									
0110.000	Biweekly Payroll	3,009,321.00	.00	3,009,321.00	.00	.00	899,650.37	2,109,670.63	30	1,616,960.06
0153.000	Stipend	6,000.00	.00	6,000.00	.00	.00	115.38	5,884.62	2	1,961.54
	<i>Personnel - Position Control Totals</i>	\$3,015,321.00	\$0.00	\$3,015,321.00	\$0.00	\$0.00	\$899,765.75	\$2,115,555.25	30%	\$1,618,921.60
	<i>Personnel Services</i>									
0111.000	Biwkly Comp Differential	.00	.00	.00	.00	.00	1,182.20	(1,182.20)	+++	6,125.51
0125.000	Insurance OPT Out	104,598.00	.00	104,598.00	.00	.00	36,338.25	68,259.75	35	66,548.77
0130.000	Temporary Payroll	151,000.00	.00	151,000.00	.00	.00	61,180.54	89,819.46	41	104,405.50
0140.000	Overtime	185,500.00	.00	185,500.00	.00	.00	103,625.09	81,874.91	56	97,427.39
0150.000	Acting Next-In-Rank Pay	12,480.00	.00	12,480.00	.00	.00	299.72	12,180.28	2	11,670.47
0151.A	Sunday Contractual Pay	36,000.00	.00	36,000.00	.00	.00	16,716.35	19,283.65	46	30,630.61
0152.000	Shift Premium Pay	.00	.00	.00	.00	.00	116.44	(116.44)	+++	193.24
0155.A	Holiday Contractual Pay	18,500.00	.00	18,500.00	.00	.00	8,090.22	10,409.78	44	12,412.66
0155.000	Holiday Pay	.00	.00	.00	.00	.00	21,046.33	(21,046.33)	+++	35,942.94
0165.000	Military Leave	.00	.00	.00	.00	.00	3,676.50	(3,676.50)	+++	5,647.78
0170.000	Overtime Meals	6,225.00	.00	6,225.00	.00	.00	2,782.25	3,442.75	45	2,895.45
0181.000	Vacation Pay	.00	.00	.00	.00	.00	70,436.86	(70,436.86)	+++	110,308.67
0182.000	Personal Time	.00	.00	.00	.00	.00	266.70	(266.70)	+++	2,569.29
0183.000	Compensatory Time Off	.00	.00	.00	.00	.00	4,986.32	(4,986.32)	+++	4,333.57
0184.000	Funeral Leave	.00	.00	.00	.00	.00	870.81	(870.81)	+++	4,711.83
0185.000	Jury Duty	.00	.00	.00	.00	.00	.00	.00	+++	3,560.92
0186.000	Call-In Time	16,125.00	.00	16,125.00	.00	.00	8,760.53	7,364.47	54	13,093.31
0189.000	Sick Leave	.00	.00	.00	.00	.00	26,679.95	(26,679.95)	+++	45,234.52
	<i>Personnel Services Totals</i>	\$530,428.00	\$0.00	\$530,428.00	\$0.00	\$0.00	\$367,055.06	\$163,372.94	69%	\$557,712.43
	<i>Capital Outlays</i>									
0220.000	Office Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
0250.000	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	4,634.94
0250.500	Safety Equipment	15,000.00	.00	15,000.00	168.11	4,748.28	1,013.26	9,238.46	38	10,213.25
	<i>Capital Outlays Totals</i>	\$15,500.00	\$0.00	\$15,500.00	\$168.11	\$4,748.28	\$1,013.26	\$9,738.46	37%	\$14,848.19
	<i>Contractual Expenses</i>									
0411.000	Office Supplies	2,950.00	.00	2,950.00	147.42	.00	1,296.91	1,653.09	44	1,227.92
0412.000	Uniforms	1,740.00	.00	1,740.00	1,342.00	.00	1,342.00	398.00	77	1,666.00
0413.000	Safety Shoes	11,000.00	.00	11,000.00	799.16	.00	5,081.76	5,918.24	46	4,599.51
0414.000	Automotive-Gas,Oil,Grease	33,000.00	.00	33,000.00	6,082.71	90.00	30,980.97	1,929.03	94	19,926.56
0416.000	Consumable Printed Forms	700.00	.00	700.00	.00	.00	565.04	134.96	81	624.92
0417.000	Tool Allowance	300.00	.00	300.00	.00	.00	.00	300.00	0	.00
0419.001	Automotive Parts	30,000.00	.00	30,000.00	2,480.36	5,727.99	18,195.54	6,076.47	80	21,766.07
0419.003	Cleaning/Sanitary	10,000.00	.00	10,000.00	1,561.04	.00	6,257.15	3,742.85	63	4,872.88
0419.004	Agricultural/Botanical	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	GA - Water Board - Sewer									
	EXPENSE									
	Contractual Expenses									
0419.005	Tools & Machine Parts	207,000.00	(5,000.00)	202,000.00	13,578.82	10,890.12	89,630.38	101,479.50	50	59,487.64
0419.006	Construction/Repair	135,000.00	30,000.00	165,000.00	31,451.67	33,277.19	88,807.05	42,915.76	74	55,428.02
0419.008	Signals/Communication	5,000.00	.00	5,000.00	.00	.00	1,494.55	3,505.45	30	.00
0419.009	Misc Chemicals	21,500.00	.00	21,500.00	5,164.39	4,995.36	9,591.85	6,912.79	68	9,955.35
0419.010	Laboratory	26,000.00	.00	26,000.00	9,086.71	6,807.49	16,286.92	2,905.59	89	17,715.87
0419.012	Carbon	.00	15,000.00	15,000.00	.00	.00	14,835.00	165.00	99	4,928.00
0419.014	Ferric Chloride	445,000.00	.00	445,000.00	54,750.33	.00	331,458.19	113,541.81	74	246,564.09
0419.016	Primary Polymer	80,000.00	.00	80,000.00	19,008.00	.00	57,024.00	22,976.00	71	36,696.00
0419.017	Sludge Polymer	100,000.00	.00	100,000.00	.00	10,599.96	29,400.04	60,000.00	40	49,920.00
0419.018	Pebble Lime	150,000.00	.00	150,000.00	19,302.19	20,978.62	88,226.12	40,795.26	73	80,721.31
0419.024	Hypochlorite Solution	7,500,000.00	(140,500.00)	7,359,500.00	315,955.06	1,858,751.85	2,516,649.87	2,984,098.28	59	1,546,786.60
0419.599	Undesignated Supplies	49,350.00	75,500.00	124,850.00	7,873.88	11,693.49	55,817.03	57,339.48	54	25,152.00
0421.001	Phone Extension Chgs	29,500.00	.00	29,500.00	3,348.03	.00	27,145.32	2,354.68	92	27,279.02
0421.002	Wireless Services	10,000.00	.00	10,000.00	810.75	.00	5,866.50	4,133.50	59	5,001.88
0422.000	Light & Power	628,000.00	.00	628,000.00	59,414.87	.00	445,824.96	182,175.04	71	403,008.29
0423.000	Water/Sewer	486,000.00	.00	486,000.00	.00	.00	309,443.11	176,556.89	64	342,016.20
0424.000	Gas	25,000.00	.00	25,000.00	.00	.00	15,169.38	9,830.62	61	13,765.34
0432.000	Property Insurance	180,000.00	.00	180,000.00	.00	.00	.00	180,000.00	0	.00
0433.000	Liability Insurance	135,000.00	.00	135,000.00	.00	.00	131,684.40	3,315.60	98	115,582.30
0440.003	Motor Vehicle Equipment	80,000.00	.00	80,000.00	4,312.85	.00	38,292.63	41,707.37	48	51,097.23
0440.599	Undesignated Leases	1,050.00	.00	1,050.00	.00	.00	379.85	670.15	36	701.83
0441.000	Rental Of Real Property	75.00	.00	75.00	.00	.00	41.00	34.00	55	41.00
0442.000	Rental Of Equipment	15,500.00	.00	15,500.00	855.13	.00	4,099.34	11,400.66	26	3,303.64
0442.003	Motor Vehicle Equip Rentl	.00	6,000.00	6,000.00	.00	.00	2,835.78	3,164.22	47	7,516.40
0442.599	Undesignated Rentals	3,800.00	.00	3,800.00	.00	1,419.37	1,136.31	1,244.32	67	871.96
0443.000	Repair Of Real Property	35,000.00	5,000.00	40,000.00	497.81	25.18	28,901.56	11,073.26	72	14,965.03
0444.000	Repair Of Equipment	150,000.00	20,000.00	170,000.00	6,202.04	43,090.68	51,598.80	75,310.52	56	60,641.27
0446.000	Computer Services	3,500.00	.00	3,500.00	354.98	.00	2,829.83	670.17	81	2,799.83
0449.000	Billing & Collection	45,000.00	.00	45,000.00	.00	.00	26,398.96	18,601.04	59	27,437.74
0449.002	Sludge Disposal	2,500,000.00	.00	2,500,000.00	211,896.11	361,822.20	1,117,496.97	1,020,680.83	59	1,262,382.90
0449.004	Special Security	.00	.00	.00	.00	.00	195.00	(195.00)	+++	.00
0449.008	Hazardous Waste Displ.	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
0449.500	Safety-Contractual	3,200.00	.00	3,200.00	1,622.50	.00	1,692.50	1,507.50	53	1,850.23
0449.599	Undesignated Services	186,843.00	(6,000.00)	180,843.00	53,550.27	38,246.89	171,595.42	(28,999.31)	116	63,082.23
0451.000	Consultants	73,762.00	.00	73,762.00	26,328.43	4,679.44	94,763.29	(25,680.73)	135	52,773.11
0454.000	Attorney Services	55,000.00	.00	55,000.00	1,815.00	.00	10,618.74	44,381.26	19	33,689.67
0461.000	Postage	30,000.00	.00	30,000.00	15,883.69	.00	24,407.09	5,592.91	81	22,966.73
0463.000	Travel & Training Expense	21,100.00	.00	21,100.00	117.00	.00	2,094.34	19,005.66	10	499.00

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Fund	GA - Water Board - Sewer									
	EXPENSE									
	<i>Contractual Expenses</i>									
0463.500	Safety Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
0465.000	Laundry & Cleaning	7,500.00	.00	7,500.00	977.04	896.30	5,413.16	1,190.54	84	872.90
0466.000	Books,Mags. & Memberships	500.00	.00	500.00	.00	.00	1,890.00	(1,390.00)	378	2,010.00
0467.000	Advertising	500.00	.00	500.00	.00	.00	182.61	317.39	37	267.23
0471.000	Recruitment Expenditures	400.00	.00	400.00	110.00	.00	611.11	(211.11)	153	225.00
	<i>Contractual Expenses Totals</i>	\$13,555,970.00	\$0.00	\$13,555,970.00	\$876,680.24	\$2,413,992.13	\$5,885,548.33	\$5,256,429.54	61%	\$4,704,686.70
	<i>Employee Benefits</i>									
0801.000	NYS E.R.S. Retirement	412,820.00	.00	412,820.00	.00	.00	120,942.00	291,878.00	29	106,755.83
0820.000	Worker's Compensation	240,000.00	.00	240,000.00	1,174.10	.00	5,945.54	234,054.46	2	(497.21)
0830.000	Life Insurance	12,837.00	.00	12,837.00	.00	.00	6,560.53	6,276.47	51	8,809.37
0840.000	Unemployment Ins. NYS	17,253.00	.00	17,253.00	.00	.00	.00	17,253.00	0	.00
0860.000	Medical Insurance	2,245,937.00	.00	2,245,937.00	.00	.00	1,125,362.55	1,120,574.45	50	1,520,794.42
0861.000	Dental Insurance	64,800.00	.00	64,800.00	.00	.00	.00	64,800.00	0	.00
0863.000	Vision Care Insurance	5,713.00	.00	5,713.00	.00	.00	2,311.79	3,401.21	40	3,835.84
0865.000	Chiropractic Insurance	930.00	.00	930.00	.00	.00	.00	930.00	0	560.00
	<i>Employee Benefits Totals</i>	\$3,000,290.00	\$0.00	\$3,000,290.00	\$1,174.10	\$0.00	\$1,261,122.41	\$1,739,167.59	42%	\$1,640,258.25
	<i>Employee Benefit - FICA</i>									
0810.000	Social Security	270,792.00	.00	270,792.00	.00	.00	94,622.82	176,169.18	35	162,644.01
	<i>Employee Benefit - FICA Totals</i>	\$270,792.00	\$0.00	\$270,792.00	\$0.00	\$0.00	\$94,622.82	\$176,169.18	35%	\$162,644.01
	EXPENSE TOTALS	\$20,388,301.00	\$0.00	\$20,388,301.00	\$878,022.45	\$2,418,740.41	\$8,509,127.63	\$9,460,432.96	54%	\$8,699,071.18
Fund	GA - Water Board - Sewer Totals	\$20,388,301.00	\$0.00	\$20,388,301.00	\$878,022.45	\$2,418,740.41	\$8,509,127.63	\$9,460,432.96		\$8,699,071.18
	Grand Totals	\$20,388,301.00	\$0.00	\$20,388,301.00	\$878,022.45	\$2,418,740.41	\$8,509,127.63	\$9,460,432.96		\$8,699,071.18

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Fund	FA - Water Board - Water									
	EXPENSE									
	<i>Personnel - Position Control</i>									
0110.000	Biweekly Payroll	2,437,924.00	.00	2,437,924.00	.00	.00	664,208.71	1,773,715.29	27	1,346,121.15
0153.000	Stipend	10,925.00	.00	10,925.00	.00	.00	2,191.78	8,733.22	20	5,791.34
	<i>Personnel - Position Control Totals</i>	\$2,448,849.00	\$0.00	\$2,448,849.00	\$0.00	\$0.00	\$666,400.49	\$1,782,448.51	27%	\$1,351,912.49
	<i>Personnel Services</i>									
0111.000	Biweekly Comp Differential	.00	.00	.00	.00	.00	1,970.88	(1,970.88)	+++	.00
0125.000	Insurance OPT Out	54,884.00	.00	54,884.00	.00	.00	21,438.23	33,445.77	39	36,497.25
0130.000	Temporary Payroll	20,500.00	.00	20,500.00	.00	.00	51,279.05	(30,779.05)	250	7,199.32
0140.000	Overtime	90,150.00	.00	90,150.00	.00	.00	29,228.31	60,921.69	32	47,265.40
0150.000	Acting Next-In-Rank Pay	.00	.00	.00	.00	.00	4,677.15	(4,677.15)	+++	.00
0151.A	Sunday Contractual Pay	15,500.00	.00	15,500.00	.00	.00	5,750.66	9,749.34	37	10,193.54
0152.000	Shift Premium Pay	.00	.00	.00	.00	.00	120.36	(120.36)	+++	227.57
0155.A	Holiday Contractual Pay	8,000.00	.00	8,000.00	.00	.00	1,844.57	6,155.43	23	3,261.52
0155.000	Holiday Pay	.00	.00	.00	.00	.00	20,716.16	(20,716.16)	+++	39,655.53
0170.000	Overtime Meals	2,415.00	.00	2,415.00	.00	.00	776.25	1,638.75	32	1,239.55
0181.000	Vacation Pay	.00	.00	.00	.00	.00	61,967.62	(61,967.62)	+++	108,813.44
0182.000	Personal Time	.00	.00	.00	.00	.00	1,616.26	(1,616.26)	+++	4,439.96
0183.000	Compensatory Time Off	.00	.00	.00	.00	.00	1,102.73	(1,102.73)	+++	2,173.69
0184.000	Funeral Leave	.00	.00	.00	.00	.00	1,290.12	(1,290.12)	+++	2,901.68
0186.000	Call-In Time	8,275.00	.00	8,275.00	.00	.00	2,786.05	5,488.95	34	4,554.64
0189.000	Sick Leave	.00	.00	.00	.00	.00	30,374.89	(30,374.89)	+++	58,393.01
0190.000	Vacation Cash Conversion	12,337.00	.00	12,337.00	.00	.00	.00	12,337.00	0	2,431.92
	<i>Personnel Services Totals</i>	\$212,061.00	\$0.00	\$212,061.00	\$0.00	\$0.00	\$236,939.29	(\$24,878.29)	112%	\$329,248.02
	<i>Capital Outlays</i>									
0210.000	Furniture & Furnishings	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,244.49
0230.000	Motor Vehicle Equipment	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,999.00
0250.000	Other Equipment	20,000.00	10,000.00	30,000.00	840.14	3,558.83	9,773.28	16,667.89	44	60.75
0250.007	Computer Equipment	25,000.00	.00	25,000.00	645.16	159.90	7,955.69	16,884.41	32	2,717.68
0250.500	Safety Equipment	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,116.93
	<i>Capital Outlays Totals</i>	\$57,500.00	\$10,000.00	\$67,500.00	\$1,485.30	\$3,718.73	\$17,728.97	\$46,052.30	32%	\$8,138.85
	<i>Contractual Expenses</i>									
0411.000	Office Supplies	10,200.00	.00	10,200.00	759.72	6.71	4,935.48	5,257.81	48	4,908.30
0412.000	Uniforms	2,550.00	.00	2,550.00	1,007.00	.00	1,007.00	1,543.00	39	1,183.00
0413.000	Safety Shoes	7,800.00	.00	7,800.00	200.00	.00	1,634.84	6,165.16	21	3,629.89
0414.000	Automotive-Gas,Oil,Grease	45,000.00	.00	45,000.00	6,711.26	37.38	48,104.34	(3,141.72)	107	24,473.95
0415.000	Fuel Oil	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	8,083.56
0416.000	Consumable Printed Forms	1,000.00	.00	1,000.00	.00	.00	565.04	434.96	57	624.92
0417.000	Tool Allowance	150.00	.00	150.00	.00	.00	.00	150.00	0	.00
0419.001	Automotive Parts	20,000.00	.00	20,000.00	1,133.20	496.43	15,136.57	4,367.00	78	10,344.86

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Fund	FA - Water Board - Water									
	EXPENSE									
	<i>Contractual Expenses</i>									
0419.003	Cleaning/Sanitary	5,000.00	.00	5,000.00	664.52	.00	2,578.92	2,421.08	52	1,902.40
0419.005	Tools & Machine Parts	87,500.00	.00	87,500.00	7,795.05	6,805.92	60,277.09	20,416.99	77	35,626.15
0419.006	Construction/Repair	174,000.00	.00	174,000.00	27,941.58	18,931.60	120,812.30	34,256.10	80	97,686.01
0419.009	Misc Chemicals	491,000.00	.00	491,000.00	34,549.48	38,398.80	294,956.97	157,644.23	68	234,805.81
0419.010	Laboratory	31,000.00	5,000.00	36,000.00	3,070.40	6,418.41	19,419.97	10,161.62	72	12,327.23
0419.599	Undesignated Supplies	9,150.00	.00	9,150.00	889.85	1,500.00	3,628.51	4,021.49	56	3,973.91
0421.001	Phone Extension Chgs	25,000.00	.00	25,000.00	1,871.59	.00	12,968.47	12,031.53	52	13,086.22
0421.002	Wireless Services	14,000.00	.00	14,000.00	1,187.47	.00	8,764.44	5,235.56	63	8,003.92
0422.000	Light & Power	550,000.00	.00	550,000.00	50,879.31	.00	361,847.38	188,152.62	66	383,482.97
0423.000	Water/Sewer	698,000.00	.00	698,000.00	.00	.00	316,796.04	381,203.96	45	339,221.88
0424.000	Gas	18,000.00	.00	18,000.00	18.04	.00	15,588.88	2,411.12	87	10,525.47
0432.000	Property Insurance	120,000.00	.00	120,000.00	.00	.00	.00	120,000.00	0	.00
0433.000	Liability Insurance	90,000.00	.00	90,000.00	.00	.00	101,940.85	(11,940.85)	113	97,052.95
0440.003	Motor Vehicle Equipment	84,000.00	.00	84,000.00	4,312.87	.00	38,292.67	45,707.33	46	50,099.12
0440.599	Undesignated Leases	1,250.00	.00	1,250.00	.00	.00	625.95	624.05	50	761.80
0441.000	Rental Of Real Property	.00	.00	.00	.00	.00	.00	.00	+++	24.00
0442.000	Rental Of Equipment	4,000.00	.00	4,000.00	390.01	.00	2,543.51	1,456.49	64	2,342.61
0442.003	Motor Vehicle Equip Rentl	5,000.00	.00	5,000.00	.00	.00	2,835.78	2,164.22	57	7,516.38
0442.599	Undesignated Rentals	4,000.00	.00	4,000.00	183.71	200.00	1,498.48	2,301.52	42	1,443.98
0444.000	Repair Of Equipment	23,700.00	.00	23,700.00	708.00	4,153.81	1,827.76	17,718.43	25	5,881.22
0446.000	Computer Services	4,000.00	.00	4,000.00	354.97	.00	2,829.77	1,170.23	71	2,799.77
0446.008	Software Maint/Licenses	335,000.00	.00	335,000.00	14,863.11	6,897.00	148,735.85	179,367.15	46	262,284.00
0449.000	Billing & Collection	45,000.00	.00	45,000.00	.00	.00	26,398.96	18,601.04	59	27,437.70
0449.001	Sludge Removal	60,000.00	.00	60,000.00	.00	.00	.00	60,000.00	0	.00
0449.500	Safety-Contractual	1,500.00	5,000.00	6,500.00	.00	5,980.00	70.00	450.00	93	2,713.75
0449.599	Undesignated Services	830,000.00	(17,500.00)	812,500.00	631.60	.00	751,311.95	61,188.05	92	747,296.76
0451.000	Consultants	53,000.00	(2,500.00)	50,500.00	26,328.44	4,208.70	74,138.27	(27,846.97)	155	36,962.57
0454.000	Attorney Services	50,000.00	.00	50,000.00	1,815.00	.00	10,043.73	39,956.27	20	33,117.13
0461.000	Postage	30,000.00	.00	30,000.00	15,883.72	.00	24,407.06	5,592.94	81	22,966.70
0463.000	Travel & Training Expense	23,300.00	.00	23,300.00	.00	.00	19,212.55	4,087.45	82	2,168.45
0465.000	Laundry & Cleaning	1,500.00	.00	1,500.00	113.31	222.33	777.67	500.00	67	980.53
0466.000	Books,Mags. & Memberships	300.00	.00	300.00	.00	.00	287.00	13.00	96	.00
0467.000	Advertising	500.00	.00	500.00	.00	.00	182.62	317.38	37	224.28
0471.000	Recruitment Expenditures	800.00	.00	800.00	373.00	.00	1,223.12	(423.12)	153	225.00
	<i>Contractual Expenses Totals</i>	\$3,986,200.00	(\$10,000.00)	\$3,976,200.00	\$204,636.21	\$94,257.09	\$2,498,205.79	\$1,383,737.12	65%	\$2,498,189.15
	<i>Employee Benefits</i>									
0801.000	NYS E.R.S. Retirement	206,410.00	.00	206,410.00	.00	.00	60,471.00	145,939.00	29	53,377.92
0820.000	Worker's Compensation	225,000.00	.00	225,000.00	782.74	.00	(9,602.12)	234,602.12	-4	(310.84)

Expense Budget Performance Report

Fiscal Year to Date 08/31/22

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	FA - Water Board - Water									
	EXPENSE									
	<i>Employee Benefits</i>									
0830.000	Life Insurance	10,465.00	.00	10,465.00	.00	.00	4,878.90	5,586.10	47	6,993.07
0840.000	Unemployment Ins. NYS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
0860.000	Medical Insurance	1,336,959.00	.00	1,336,959.00	.00	.00	733,805.21	603,153.79	55	962,387.75
0861.000	Dental Insurance	50,100.00	.00	50,100.00	.00	.00	.00	50,100.00	0	.00
0863.000	Vision Care Insurance	4,115.00	.00	4,115.00	.00	.00	1,550.94	2,564.06	38	2,530.63
0865.000	Chiropractic Insurance	1,680.00	.00	1,680.00	180.00	.00	1,000.00	680.00	60	1,280.00
	<i>Employee Benefits Totals</i>	\$1,839,729.00	\$0.00	\$1,839,729.00	\$962.74	\$0.00	\$792,103.93	\$1,047,625.07	43%	\$1,026,258.53
	<i>Employee Benefit - FICA</i>									
0810.000	Social Security	208,230.00	.00	208,230.00	.00	.00	67,538.02	140,691.98	32	125,609.38
	<i>Employee Benefit - FICA Totals</i>	\$208,230.00	\$0.00	\$208,230.00	\$0.00	\$0.00	\$67,538.02	\$140,691.98	32%	\$125,609.38
	EXPENSE TOTALS	\$8,752,569.00	\$0.00	\$8,752,569.00	\$207,084.25	\$97,975.82	\$4,278,916.49	\$4,375,676.69	50%	\$5,339,356.42
Fund	FA - Water Board - Water Totals	\$8,752,569.00	\$0.00	\$8,752,569.00	\$207,084.25	\$97,975.82	\$4,278,916.49	\$4,375,676.69		\$5,339,356.42
	Grand Totals	\$8,752,569.00	\$0.00	\$8,752,569.00	\$207,084.25	\$97,975.82	\$4,278,916.49	\$4,375,676.69		\$5,339,356.42

Expense Budget Performance Report

Fiscal Year to Date 08/31/22
Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund	FGB - Water Board									
	EXPENSE									
	<i>Contractual Expenses</i>									
0419.599	Undesignated Supplies	3,000.00	.00	3,000.00	171.86	.00	2,392.38	607.62	80	2,447.22
0451.000	Consultants	61,700.00	.00	61,700.00	.00	.00	30,517.75	31,182.25	49	59,707.07
0454.000	Attorney Services	60,000.00	.00	60,000.00	.00	.00	2,533.00	57,467.00	4	26,670.50
0459.000	Auditors	28,000.00	.00	28,000.00	.00	.00	26,000.00	2,000.00	93	23,000.00
0461.000	Postage	250.00	.00	250.00	.00	.00	.00	250.00	0	22.04
0466.000	Books,Mags. & Memberships	7,050.00	.00	7,050.00	229.00	.00	4,482.00	2,568.00	64	4,509.00
	<i>Contractual Expenses Totals</i>	\$160,000.00	\$0.00	\$160,000.00	\$400.86	\$0.00	\$65,925.13	\$94,074.87	41%	\$116,355.83
	EXPENSE TOTALS	\$160,000.00	\$0.00	\$160,000.00	\$400.86	\$0.00	\$65,925.13	\$94,074.87	41%	\$116,355.83
Fund	FGB - Water Board Totals	\$160,000.00	\$0.00	\$160,000.00	\$400.86	\$0.00	\$65,925.13	\$94,074.87		\$116,355.83
	Grand Totals	\$160,000.00	\$0.00	\$160,000.00	\$400.86	\$0.00	\$65,925.13	\$94,074.87		\$116,355.83

Wilmington Trust

BANK BALANCES-FY 2022

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	Payments	Change in Market Value	NET CHANGE IN VALUE	MONTH ENDING VALUE
JANUARY	X3250	Debt Service	7,257,814.15	662,494.43	(1,243,237.02)	10,262.00	(570,480.59)	6,687,333.56
	X3251	Construction	866.50				0.01	866.51
	X3252	Debt Service Reserve	6,832,824.47				23,854.14	6,856,678.61
	X9279	Expense Account	16,079.32					16,079.32
	X2722	Capital Fund Construction	1,637,334.07				13.91	1,637,347.98
		Totals	15,744,918.51	662,494.43	(1,243,237.02)	10,262.00	(546,612.53)	15,198,305.98
FEBRUARY	X3250	Debt Service	6,687,333.56	662,494.43		10,143.05	672,637.48	7,359,971.04
	X3251	Construction	866.51	-		0.01	0.01	866.52
	X3252	Debt Service Reserve	6,856,678.61			21,709.90	21,709.90	6,878,388.51
	X9279	Expense Account	16,079.32					16,079.32
	X2722	Capital Fund Construction	1,637,347.98	3,000,000.00	(2,730,773.12)	18.44	269,245.32	1,906,593.30
		Totals	15,198,305.98	3,662,494.43	(2,730,773.12)	31,871.40	963,592.71	16,161,898.69
MARCH	X3250	Debt Service	7,359,971.04	665,494.43	(416,371.00)	12,879.00	262,002.43	7,621,973.47
	X3251	Construction	866.52			0.02	0.02	866.54
	X3252	Debt Service Reserve	6,878,388.51			24,047.85	24,047.85	6,902,436.36
	X9279	Expense Account	16,079.32					16,079.32
	X2722	Capital Fund Construction	1,906,593.30		(899,017.11)	32.20	(898,984.91)	1,007,608.39
		Totals	16,161,898.69	665,494.43	(1,315,388.11)	36,959.07	(612,934.61)	15,548,964.08
APRIL	X3250	Debt Service	7,621,973.47	662,494.13		13,692.84	676,186.97	8,298,160.44
	X3251	Construction	866.54			0.10	0.10	866.64
	X3252	Debt Service Reserve	6,902,436.36			23,331.93	23,331.93	6,925,768.29
	X9279	Expense Account	16,079.32					16,079.32
	X2722	Capital Fund Construction	1,007,608.39	1,800,000.00	(160,955.24)	245.77	1,639,290.53	2,646,898.92
		Totals	15,548,964.08	2,462,494.13	(160,955.24)	37,270.64	2,338,809.53	17,887,773.61
MAY	X3250	Debt Service	8,298,160.44	497,475.15	(259,670.73)	23,526.90	261,331.32	8,559,491.76
	X3251	Construction	866.64			0.30	0.30	866.94
	X3252	Debt Service Reserve	6,925,768.29			24,253.01	24,253.01	6,950,021.30
	X9279	Expense Account	16,079.32					16,079.32
	X2722	Capital Fund Construction	2,646,898.92		(193,475.36)	873.30	(192,602.06)	2,454,296.86
		Totals	17,887,773.61	497,475.15	(453,146.09)	48,653.51	92,982.57	17,980,756.18
JUNE	X3250	Debt Service	8,559,491.76	579,738.54	(3,018,371.88)	11,516.09	(2,427,117.25)	6,132,374.51
	X3251	Construction	866.94			0.53	0.53	867.47
	X3252	Debt Service Reserve	6,950,021.30			23,655.59	23,655.59	6,973,676.89
	X9279	Expense Account	16,079.32					16,079.32
	X4118-0	2022A DSF		304,864.26			304,864.26	304,864.26
	X4118-1	2022A Issuance	18,119.92					18,119.92
	X2722	Capital Fund Construction	2,454,296.86	1,500,000.00	(2,236,973.47)	886.78	(736,086.69)	1,718,210.17
		Totals	17,998,876.10	2,384,602.80	(5,255,345.35)	36,058.99	(2,834,683.56)	15,164,192.54
JULY	X3250	Debt Service	6,132,374.51	579,738.54	(2,368,237.02)	7,409.27	(1,781,089.21)	4,351,285.30
	X3251	Construction	867.47			0.81	0.81	868.28
	X3252	Debt Service Reserve	6,973,676.89			24,672.62	24,672.62	6,998,349.51
	X9279	Expense Account	16,079.32					16,079.32
	X4118-0	2022A DSF	304,864.26	101,621.42			101,621.42	406,485.68
	X4118-1	2022A Issuance	18,119.92		(8,500.00)		(8,500.00)	9,619.92
	X2722	Capital Fund Construction	1,718,210.17		(212,221.25)	1,450.13	(210,771.12)	1,507,439.05
		Totals	15,164,192.54	681,359.96	(2,588,958.27)	33,532.83	(1,874,065.48)	13,290,127.06
AUGUST	X3250	Debt Service	4,351,285.30	515,567.68		9,263.47	524,831.15	4,876,116.45
	X3251	Construction	868.28				1.26	869.54
	X3252	Debt Service Reserve	6,998,349.51				24,856.65	7,023,206.16
	X9279	Expense Account	16,079.32					16,079.32
	X4118-0	2022A DSF	406,485.68	101,621.42			101,621.42	508,107.10
	X4118-1	2022A Issuance	9,619.92					9,619.92
	X2722	Capital Fund Construction	1,507,439.05	1,000,000.00	(1,726,578.27)	1,502.37	(725,075.90)	782,363.15
		Totals	13,290,127.06	1,617,189.10	(1,726,578.27)	10,765.84	(73,765.42)	13,216,361.64

BANK ON BUFFALO & KEYBANK

BANK BALANCES-FY 2022

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
JANUARY	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,026,155.08
	X4899	Depository	6,316,534.35	5,942,530.51		(3,941,036.15)	2,001,494.36	8,318,028.71	2,973,320.83
	X9220	Depository-Keybank	494,125.30	132,410.39			132,410.39	626,535.69	297,702.76
	X4906	Payroll	115,653.46		(551,674.47)	545,442.20	(6,282.27)	109,421.19	109,324.31
	X4914	Benefits	14,488.75		(8,534.00)		(8,534.00)	5,954.75	12,880.50
	X0643	Operating	867,401.81		(3,425,532.83)	3,395,593.95	(29,938.88)	837,462.93	872,159.27
	X4445	Grants	298,917.78					298,917.78	56,308.39
		Totals	13,397,195.77	6,074,940.90	(3,985,741.30)		2,089,199.60	15,486,395.37	9,439,475.96

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
FEBRUARY	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,023,518.08
	X4899	Depository	8,318,028.71	2,164,261.20		(5,741,075.03)	(3,576,813.83)	4,741,214.88	1,931,772.99
	X9220	Depository-Keybank	626,535.69	99,980.31			99,980.31	726,516.00	165,426.71
	X4906	Payroll	109,421.19		(503,705.92)	507,238.01	3,532.09	112,953.28	107,398.56
	X4914	Benefits	5,954.75		(5,582.50)	13,298.50	7,656.00	13,610.75	13,131.50
	X0643	Operating	837,462.93		(5,226,976.18)	5,220,598.52	(6,377.66)	831,085.27	1,006,001.80
	X4445	Grants	298,917.78	289,894.44				588,812.22	1.00
		Totals	15,486,395.37	2,954,135.95	(5,736,264.60)		(3,182,128.65)	12,304,266.72	8,338,875.46

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
MARCH	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,028,792.08
	X4899	Depository	4,741,214.88	1,857,650.92		(2,509,831.25)	(652,180.33)	4,089,034.55	1,181,664.43
	X9220	Depository-Keybank	726,516.00	152,266.30			152,266.30	878,782.30	210,550.98
	X4906	Payroll	112,953.28		(502,147.62)	499,587.42	(2,560.20)	110,393.08	105,789.51
	X4914	Benefits	13,610.75		(14,139.00)	7,430.00	(6,709.00)	6,901.75	14,624.50
	X0643	Operating	831,085.27		(2,023,426.23)	2,002,813.83	(20,612.40)	810,472.87	1,506,721.21
	X4445	Grants	588,812.22	1,211,853.48				1,800,665.70	598,755.30
		Totals	12,304,266.72	3,221,770.70	(2,539,712.85)		682,057.85	12,986,324.57	8,798,522.83

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
APRIL	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,028,792.08
	X4899	Depository	4,089,034.55	3,840,564.99		(1,523,407.81)	2,317,157.18	6,406,191.73	1,869,991.94
	X9220	Depository-Keybank	878,782.30	178,994.69		(850,000.00)	(671,005.31)	207,776.99	372,323.36
	X4906	Payroll	110,393.08		(528,381.40)	517,979.88	(10,401.52)	99,991.56	109,678.92
	X4914	Benefits	6,901.75		(12,894.00)	17,120.00	4,226.00	11,127.75	12,653.50
	X0643	Operating	810,472.87		(1,815,831.94)	1,838,307.93	22,475.99	832,948.86	1,679,650.89
	X4445	Grants	1,800,665.70		(1,800,015.00)		(1,800,015.00)	650.70	598,755.30
		Totals	12,986,324.57	4,019,559.68	(4,157,122.34)	(0.00)	(137,562.66)	12,848,761.91	9,763,470.81

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
MAY	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,028,792.08
	X4899	Depository	6,406,191.73	2,627,487.88		(1,679,053.03)	948,434.85	7,354,626.58	2,106,131.53
	X9220	Depository-Keybank	207,776.99	148,765.53			148,765.53	356,542.52	491,357.51
	X4906	Payroll	99,991.56		(522,262.08)	522,550.09	288.01	100,279.57	106,462.99
	X4914	Benefits	11,127.75		(7,359.00)	13,596.00	6,237.00	17,364.75	11,461.50
	X0643	Operating	832,948.86		(1,153,700.15)	1,142,906.94	(10,793.21)	822,155.65	1,294,047.00
	X4445	Grants	650.70	14,250.00				14,900.70	1.00
		Totals	12,848,761.91	2,790,503.41	(1,683,321.23)	0.00	1,107,182.18	13,955,944.09	9,129,878.43

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
JUNE	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,028,792.08
	X4899	Depository	7,354,626.58	2,031,324.52		(3,467,377.05)	(1,436,052.53)	5,918,574.05	930,994.65
	X9220	Depository-Keybank	356,542.52	157,818.12			157,818.12	514,360.64	615,740.35
	X4906	Payroll	100,279.57		(809,671.26)	883,213.26	73,542.00	173,821.57	469,744.17
	X4914	Benefits	17,364.75		(9,584.00)	7,209.00	(2,375.00)	14,989.75	13,404.50
	X0643	Operating	822,155.65		(2,668,443.22)	2,576,954.79	(91,488.43)	730,667.22	944,283.88
	X4445	Grants	14,900.70	1,485,401.95				1,500,302.65	772,436.29
		Totals	13,955,944.09	3,674,544.59	(4,987,698.48)		(1,313,153.89)	12,642,790.20	8,867,020.74

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
JULY	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,028,792.08
	X4899	Depository	5,918,574.05	5,115,476.09		(3,088,785.22)	2,026,690.87	7,945,264.92	3,219,123.34
	X9220	Depository-Keybank	514,360.64	209,671.49			209,671.49	724,032.13	781,822.41
	X4906	Payroll	173,821.57		(571,941.84)	571,510.37	(431.47)	173,390.10	124,890.77
	X4914	Benefits	14,989.75		(6,555.00)	5,945.00	(610.00)	14,379.75	14,127.50
	X0643	Operating	730,667.22		(2,150,971.51)	2,511,329.85	360,358.34	1,091,025.56	931,729.32
	X4445	Grants	302.65					302.65	772,436.29
		Totals	12,642,790.20	5,325,147.58	(2,729,468.35)		2,595,679.23	15,238,469.43	10,964,546.53

MONTH	ACCT #	Account Name	STARTING VALUE	DEPOSITS	WITHDRAWALS	TRANSFERS	NET CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
AUGUST	X4873	Board Expense Account	91,624.82					91,624.82	91,624.82
	X4881	O&M Reserve	5,198,449.50					5,198,449.50	5,028,792.08
	X4899	Depository	7,945,264.92	2,526,197.95	(1,000,000.00)	(2,424,904.94)	(898,706.99)	7,046,557.93	5,089,267.61
	X9220	Depository-Keybank	724,032.13	158,310.33			158,310.33	882,342.46	1,004,903.74
	X4906	Payroll	173,390.10		(594,534.87)	581,236.61	(13,298.26)	160,091.84	113,750.49
	X4914	Benefits	14,379.75		(16,040.00)	16,695.00	655.00	15,034.75	13,613.50
	X0643	Operating	1,091,025.56		(2,172,709.53)	1,826,973.33	(345,736.20)	745,289.36	910,384.29
	X4445	Grants	302.65					302.65	1,648,487.92
		Totals	15,238,469.43	2,684,508.28	(3,783,284.40)		(1,098,776.12)	14,139,693.31	13,910,824.45

BANK ON BUFFALO- 2643

Treasury Reconciliation FY 2022

MONTH	STARTING VALUE	DEPOSITS/WITHDRAWALS	TRANSFERS	CHANGE IN VALUE	MONTH ENDING VALUE	PY MONTH ENDING VALUE
JAN	15,446,992.31	(9,571.87)	-	(596.27)	15,436,824.17	17,497,998.15
FEB	15,436,824.17	(2,623.55)	-	(848.44)	15,433,352.18	17,497,884.90
MAR	15,433,352.18	(2,621.85)	-	(594.63)	15,430,135.70	17,496,366.58
APR	15,430,135.70	(2,367.56)	-	(3,214.61)	15,424,553.53	17,488,479.16
MAY	15,424,553.53	(5,241.30)	-	1,857.77	15,421,170.00	17,470,018.06
JUN	15,421,170.00	(2,451.10)	-	(21,150.71)	15,397,568.19	15,471,993.88
JUL	15,397,568.19	(2,508.87)	-	3,735.74	15,398,795.06	15,457,966.34
AUG	15,398,795.06	-	-	(76,372.61)	15,322,422.45	15,461,635.16
SEP	15,322,422.45	-	-	-	15,322,422.45	15,449,981.80
OCT	15,322,422.45	-	-	-	15,322,422.45	15,444,969.98
NOV	15,322,422.45	-	-	-	15,322,422.45	15,449,882.33
DEC	15,322,422.45	-	-	-	15,322,422.45	15,446,992.31
FY TOTAL		(27,386.10)	-	(97,183.76)		

NFWB Live

Budget Amendments Report

From Date: 7/1/2022 - To Date: 8/31/2022

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: FA Water Board - Water						
Department: 1990 Contingency Account						
Sub Department: 0000 .						
0449.599 - Undesignated Services				Amended Balance as of: 7/1/2022		\$35,000.00
	07/11/2022	2022-00002040	TRANSFER FROM CONTINGENCY TO SAFETY TO COVER FIRE ALARM SERVICE	\$0.00	\$5,000.00	\$20,000.00
	08/19/2022	2022-00002516	TRANSFER FOR LABORATORY EQUIPMENT	\$0.00	\$5,000.00	\$15,000.00
				\$0.00	\$10,000.00	\$25,000.00
Sub Department: 0000 . Totals:				\$0.00	\$10,000.00	
Department: 1990 Contingency Account Totals:				\$0.00	\$10,000.00	
Department: 8145 Laboratory						
Sub Department: 5210 Water Quality Lab						
0419.010 - Laboratory				Amended Balance as of: 7/1/2022		\$31,000.00
	08/19/2022	2022-00002516	TRANSFER FOR LABORATORY EQUIPMENT	\$5,000.00	\$0.00	\$36,000.00
				\$5,000.00	\$0.00	\$36,000.00
Sub Department: 5210 Water Quality Lab Totals:				\$5,000.00	\$0.00	
Department: 8145 Laboratory Totals:				\$5,000.00	\$0.00	
Department: 8310 Water						
Sub Department: 0001 Administration						
0449.500 - Safety-Contractual				Amended Balance as of: 7/1/2022		\$1,500.00
	07/11/2022	2022-00002055	TRANSFER FORM CONTINGENCY TO SAFETY TO COVER FIRE ALARM SERVICE	\$5,000.00	\$0.00	\$6,500.00
				\$5,000.00	\$0.00	\$6,500.00
Sub Department: 0001 Administration Totals:				\$5,000.00	\$0.00	
Department: 8310 Water Totals:				\$5,000.00	\$0.00	
Fund Totals: Water Board - Water				\$10,000.00	\$10,000.00	

NFWB Live

Budget Amendments Report

From Date: 7/1/2022 - To Date: 8/31/2022

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: GA Water Board - Sewer						
Department: 8120 Sewers						
Sub Department: 4900 Collection System						
0419.006 - Construction/Repair				Amended Balance as of: 7/1/2022		\$135,000.00
	08/26/2022	2022-00002582	TRANSFER FOR PROJECTS AT WWTP	\$50,000.00	\$0.00	\$165,000.00
				\$50,000.00	\$0.00	\$185,000.00
Sub Department: 4900 Collection System Totals:				\$50,000.00	\$0.00	
Department: 8120 Sewers Totals:				\$50,000.00	\$0.00	
Department: 8130 Sewage Trtmt/Disposal						
Sub Department: 0100 Operations						
0419.024 - Hypochlorite Solution				Amended Balance as of: 7/1/2022		\$7,500,000.00
	07/21/2022	2022-00002176	TRNS FR HYPOCHLORITE SOL TO UNDESIGNATED: INDUST'L FRIDGE AT WWT	\$0.00	\$7,500.00	\$7,447,500.00
	07/25/2022	2022-00002233	TRANSFER FROM HYPOCHOLORITE SOL TO UNDESIGN TO COVER WWTP WORK	\$0.00	\$30,000.00	\$7,417,500.00
	08/26/2022	2022-00002581	TRANSFER FOR BADGER METER @ WWTP	\$0.00	\$8,000.00	\$7,409,500.00
	08/26/2022	2022-00002582	TRANSFER FOR PROJECTS AT WWTP	\$0.00	\$50,000.00	\$7,359,500.00
				\$0.00	\$95,500.00	\$7,404,500.00
0419.599 - Undesignated Supplies						
				Amended Balance as of: 7/1/2022		\$6,000.00
	07/21/2022	2022-00002176	TRNS FR HYPOCHLORITE SOL TO UNDESIGNATED: INDUST'L FRIDGE AT WWT	\$7,500.00	\$0.00	\$13,500.00
	08/26/2022	2022-00002581	TRANSFER FOR BADGER METER @ WWTP	\$8,000.00	\$0.00	\$21,500.00
				\$15,500.00	\$0.00	\$21,500.00
Sub Department: 0100 Operations Totals:				\$15,500.00	\$95,500.00	
Sub Department: 0200 Maintenance						
0419.599 - Undesignated Supplies				Amended Balance as of: 7/1/2022		\$25,000.00
	07/25/2022	2022-00002233	TRANSFER FROM HYPOCHOLORITE SOL TO UNDESIGN TO COVER WWTP WORK	\$30,000.00	\$0.00	\$85,000.00
				\$30,000.00	\$0.00	\$55,000.00
Sub Department: 0200 Maintenance Totals:				\$30,000.00	\$0.00	
Department: 8130 Sewage Trtmt/Disposal Totals:				\$45,500.00	\$95,500.00	
Fund Totals: Water Board - Sewer				\$95,500.00	\$95,500.00	
Grand Totals:				\$105,500.00	\$105,500.00	

BANK PAID DATE	Req #	Invoice Date	PP # of #	VENDOR	Project Name	DESCRIPTION	INVOICE	AMOUNT	CIP FUNDING ACCOUNT
7/12/2022	2022-073	4/30/2022	11	CIR Electrical Construction	Basin Modifications-Phase 4A	Electrical work	44567	\$ 16,402.70	WWTP-1
7/12/2022	2022-074	4/30/2022	12	CIR Electrical Construction	Screenings & Grit Transport	Electrical	44670	\$ 18,525.32	WWTP-3
7/12/2022	2022-075	5/24/2022	1	CIR Electrical Construction	Building Improvements	Conference room electrical relocation	44726	\$ 19,760.00	WTP-6
7/8/2022	2022-118	5/5/2022	N/A	CPL	Combined Projects-Miscellaneous	Professional Services-Capital Work Management	82558	\$ 24,603.00	C-5
7/8/2022	2022-119	6/21/2022	N/A	CPL	Combined Projects-Miscellaneous	Professional Services-Capital Work Management	83380	\$ 19,430.25	C-5
7/8/2022	2022-120	3/17/2022	20	AECOM	Consent Order Services	CO Services Exclusive of 11&14	2000603856	\$ 16,828.08	C-5
7/8/2022	2022-121	4/1/2022	21	AECOM	Consent Order Services	CO Services Exclusive of 11&14	2000609486	\$ 12,448.69	C-5
7/8/2022	2022-122	5/20/2022	22	AECOM	Consent Order Services	CO Services Exclusive of 11&14	2000626253	\$ 18,376.64	C-5
7/8/2022	2022-123	5/20/2022	12	AECOM	Consent Order Services-Pilot Scale Testing Evaluation	Pilot Scale Testing Evaluation-Professional Services	2000626220	\$ 2,742.58	WWTP-17
7/8/2022	2022-124	6/16/2022	9	Hohl Industrial	Gen/Mech-Screenings & Grit transport	Construction	179421-09	\$ 59,391.63	WWTP-3
7/8/2022	2022-125	6/22/2022	4	CSBehler Inc	Miscellaneous	Interior Imp @ WWTP	49305	\$ 651.30	WWTP-17
7/8/2022	2022-126	6/22/2022	5	CSBehler Inc	Miscellaneous	Interior Imp @ WWTP	49306	\$ 1,269.20	WWTP-17
7/8/2022	2022-127	6/23/2022	7	B&L Wholesale Supply	WWTP Conference Room	Materials	0026859192-001 & +002	\$ 1,791.86	WWTP-17
								\$ 212,221.25	

BANK PAID DATE	Req #	Invoice Date	PP # of #	VENDOR	Project Name	DESCRIPTION	INVOICE	AMOUNT	CIP FUNDING ACCOUNT
8/9/2022	2022-128	5/24/2022	N/A	Bobcat of Buffalo	Miscellaneous	72" Brushcat	01-174568	\$ 8,000.00	S-8
8/9/2022	2022-129	6/30/2022		DV Brown & Associates	HVAC Improvements	HVAC Improvements	22-19684	\$ 7,125.00	WTP-6
8/9/2022	2022-130	7/21/2022	5	CPL	Basin Upgrades	Construction Administration	83873	\$ 44,115.00	WWTP-1
8/9/2022	2022-131	6/21/2022	23	Arcadis	WWTP project 3	Construction Administration	34304909	\$ 7,104.38	WWTP-3
8/15/2022	2022-132	7/27/2022	N/A	Premier mobile blasting & Powerwashing	Building Improvements	Sandblasting concrete pad	1015	\$ 4,851.00	WTP-6
8/15/2022	2022-133	7/19/2022	1	Kamco	Miscellaneous	Interior Imp @ WWTP	2207-012491	\$ 56.16	WTP-6
8/8/2022	2022-134	7/13/2022	10	STC Construction	Gorge Pump Station Rehab	Gorge Pump Station Rehab-General Contractor	10	\$ 92,691.26	WWTP-2
8/8/2022	2022-135	7/13/2022	11	STC Construction	Gorge Pump Station Rehab	Gorge Pump Station Rehab-General Contractor	11	\$ 104,612.34	WWTP-2
8/15/2022	2022-136	5/31/2022	10	Hohl Industrial	Basin Modifications	Basin Construction	179324-10	\$ 623,757.55	WWTP-1
8/15/2022	2022-137	6/30/2022	11	Hohl Industrial	Basin Modifications	Basin Construction	179324-11	\$ 65,574.51	WWTP-1
8/15/2022	2022-138	5/6/2022	2	GHD	Intermedieate Pump Station Evaluation	Intermedieate Pump Station Evaluation	337-0002993	\$ 1,067.00	WWTP-12
8/15/2022	2022-139	7/19/2022	6	CSBehler Inc	Miscellaneous	Interior Imp @ WWTP	49581	\$ 1,680.00	WWTP-17
8/15/2022	2022-140	7/18/2022	Retention	4th Generation	Bollier Ave Water Main Project	Bollier Ave Water Main Project	Retention	\$ 27,694.00	W-14
8/15/2022	2022-141	7/27/2022	Retention	4th Generation	21" Combined sewr repair	400 Blk of 7th Ave	Retention	\$ 8,750.45	S-8
8/15/2022	2022-142	7/28/2022	4	CPL	Whitney & 7th Water Main	Whitney & 7th Water Main	84157	\$ 22,880.00	W-11
8/29/2022	2022-143	5/31/2022	18	CIR Electric	Gorge Pump Station Rehab	Gorge Pump Station Rehab-Electrical	44351	\$ 5,647.75	WWTP-2
8/29/2022	2022-144	6/30/2022	19	CIR Electric	Gorge Pump Station Rehab	Gorge Pump Station Rehab-Electrical	44950	\$ 19,731.50	WWTP-2
8/29/2022	2022-145	7/31/2022	20	CIR Electric	Gorge Pump Station Rehab	Gorge Pump Station Rehab-Electrical	45130	\$ 21,427.25	WWTP-2
8/29/2022	2022-146	5/30/2022	12	CIR Electric	Basin Modifications-Phase 4A	Electrical work	44826	\$ 64,962.90	WWTP-1
8/29/2022	2022-147	6/30/2022	13	CIR Electric	Basin Modifications-Phase 4A	Electrical work	44973	\$ 19,661.87	WWTP-1
8/29/2022	2022-148	7/31/2022	14	CIR Electric	Basin Modifications-Phase 4A	Electrical work	45131	\$ 24,953.67	WWTP-1
8/29/2022	2022-149	7/31/2022	13	CIR Electric	Screenings & Grit Transport	Electrical	44723	\$ 3,013.72	WWTP-3
8/30/2022	2022-150	7/31/2022		Ferguson Electric	Electrical System Improvements	Retrofit Spare 480V Breakers	142039	\$ 38,107.21	WWTP-5
8/30/2022	2022-151	4/30/2022	9	Hohl Industrial	Basin Modifications	Basin Construction	179324-9	\$ 269,114.10	WWTP-1
8/30/2022	2022-152	4/20/2022	33	GHD	Gorge Pump Station Rehab	Reporting & Construction Administration	337-0002770	\$ 6,342.51	WWTP-2
8/30/2022	2022-153	5/6/2022	34	GHD	Gorge Pump Station Rehab	Reporting & Construction Administration	337-0002992	\$ 2,565.00	WWTP-2
8/30/2022	2022-154	6/6/2022	35	GHD	Gorge Pump Station Rehab	Reporting & Construction Administration	337-0003355	\$ 7,269.88	WWTP-2
8/30/2022	2022-155	8/8/2022	2-Retention	JR Swanson Plumbing	Sewer RepairEmergency Sewer Repair	12" Combined Sewer Repair-2214 Whitney	359630-2	\$ 4,562.28	S-8
8/30/2022	2022-156	8/4/2022	3	K&S Contractors Supply	Catch Basins	Catch Basins	22-8088	\$ 6,650.00	S-8
8/30/2022	2022-157	6/28/2022	27	Kaman Automation	SCADA	SCADA Upgrade	CTR0047298	\$ 8,222.50	WWTP-10
8/30/2022	2022-158	7/28/2022	28	Kaman Automation	SCADA	SCADA Upgrade	CTR0047529	\$ 8,362.50	WWTP-10
8/30/2022	2022-159	8/12/2022	1	National Overhead Door	WWTP Building Improvements	Garage door opener	24387	\$ 1,982.00	WWTP-17
8/30/2022	2022-160	8/12/2022	2	National Overhead Door	WWTP Building Improvements	Garage Door	24386	\$ 14,495.00	WWTP-17
8/30/2022	2022-161	8/9/2022	N/A	Upstate Rebar	WWTP Building Improvements	Rebar for slat for AC unit	IN22033706	\$ 563.53	WWTP-17
8/30/2022	2022-162	1/27/2131	N/A	CPL	Combined Projects-Miscellaneous	Professional Services-Capital Work Management	84399	\$ 54,312.38	C-5
8/30/2022	2022-163	8/10/2022	7	CSBehler Inc	Miscellaneous	Interior Imp @ WWTP	50004	\$ 2,004.80	WWTP-17
8/30/2022	2022-164	8/15/2022	1	John W. Danforth	Conference Room	HVAC Relocation	PB109906	\$ 24,225.00	WTP-6
8/30/2022	2022-165	6/8/2022	2	John W. Danforth	Exterior Piping Improvements	Construction	PB109652	\$ 98,442.27	WWTP-11G
								\$ 1,726,578.27	



Monthly O&M Report **For the Months of July & August 2022**

1. Treatment & Plant Maintenance

1.1. Water – Robert Rowe, updated 09/16/2022.

OPERATIONS AND MAINTENANCE

Total water production for the month of July was 600 million gallons, August was 577 million. The average daily water production was 19.4 million gallons for July and 18.6 for August. The plant data summary table is included below for your reference.

2022 TOTALS AND AVERAGES

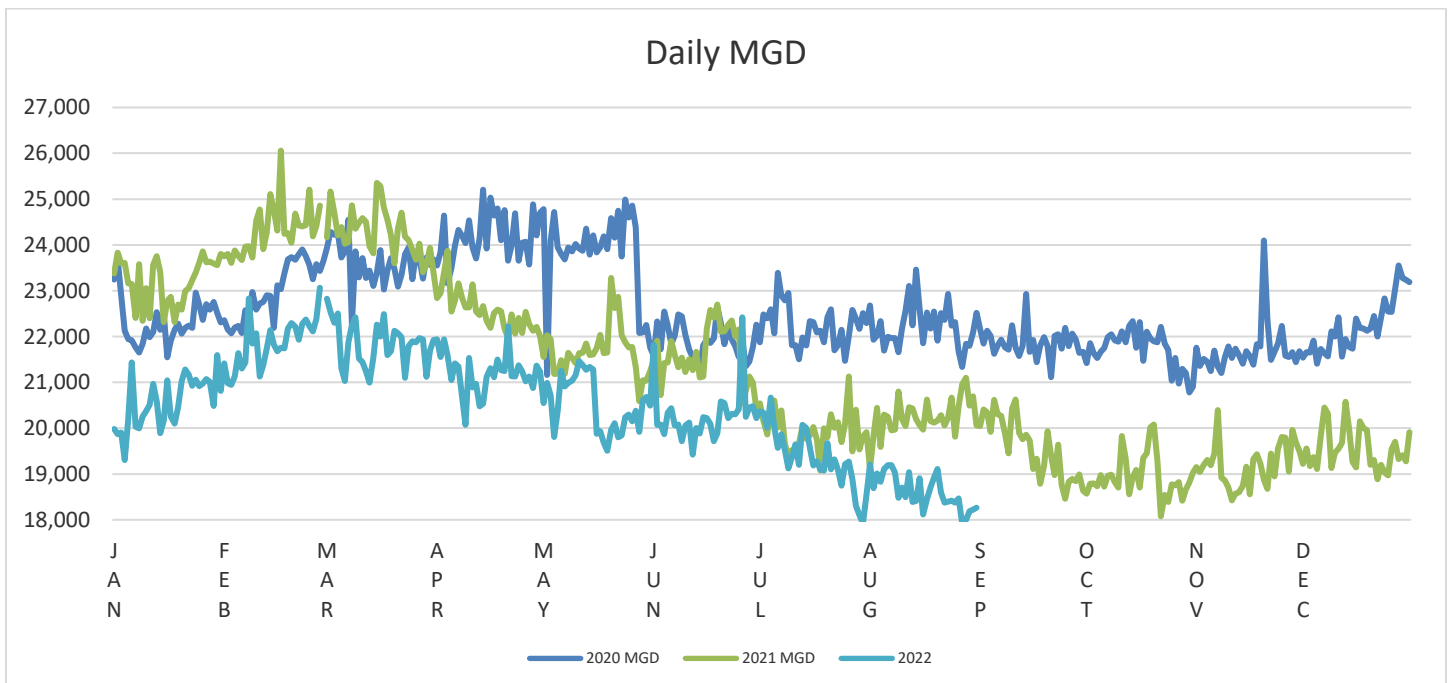
	R/W	PRE CL2	PACL	H2SiF6	PO4	POST CL2	F/W 1000 GAL/ DAY
	PUMPAGE	LBS	LBS	LBS	LBS	LBS	
JAN	637659	6204	121300	15499	1680	4054	20570
FEB	612048	6616	111900	15155	1682	3718	21859
MAR	677306	7211	139500	17187	1854	4264	21849
APR	636257	7744	116500	15914	1757	3999	21209
MAY	635991	7910	108200	16438	1732	4341	20516
JUN	608333	8066	82900	16195	1625	4035	20278
JUL	600130	8528	89200	16400	1606	4134	19359
AUG	577218	8690	95700	15248	1728	3748	18620
SEP							
OCT							
NOV							
DEC							
TOTAL	4984942	60969	865200	128036	13664	32293	164258



FOR COMPARISON: 2021 TOTALS AND AVERAGES

	R/W	PRE CL2	PACL	H2SiF6	PO4	POST CL2	F/W 1000 GAL/ DAY
	PUMPAGE	LBS	LBS	LBS	LBS	LBS	
JAN	719125	6987	157000	18691	1968	3939	23198
FEB	681002	6389	150200	18097	1847	3998	24322
MAR	752361	7210	177400	19096	1994	4684	24270
APR	677021	6706	129000	15693	1746	4322	22567
MAY	672042	7449	120700	15869	1819	4293	21679
JUN	647984	7631	96900	14000	1772	4054	21599
JUL	618489	8800	93200	13164	1695	4055	19951
AUG	627495	9628	101200	13459	1696	3997	20242
SEP	587289	8881	105200	12509	1704	3361	19576
OCT	586999	8063	109800	12925	1700	3349	18935
NOV	575,545	6763	112700	13599	1692	3294	19185
DEC	605715	6680	136400	14584	1665	3620	19539
TOTAL	7751067	91187	1489700	181686	21298	46966	255063

Chart Comparing Daily Finished Water Flows, 2022 Versus Past Years





2022 ANALYTICAL RESULTS

	RAW TURB NTU	RAW pH	PRE Cl2 RES.mg/l	POST Cl2 RES.mg/l	EFF TURB NTU	EFF pH	F. RES mg/l
JAN	10.3	8.1	0.57	1.23	0.062	7.5	0.72
FEB	6.8	8.0	0.59	1.25	0.050	7.5	0.69
MAR	4.5	8.1	0.58	1.23	0.061	7.6	0.67
APR	7.8	8.1	0.56	1.25	0.062	7.6	0.67
MAY	2.6	8.0	0.55	1.25	0.063	7.6	0.70
JUN	2.3	7.9	0.57	1.27	0.057	7.6	0.72
JUL	2.5	7.9	0.50	1.26	0.063	7.6	0.71
AUG	0.8	8.1	0.51	1.23	0.046	7.7	0.70
SEP							
OCT							
NOV							
DEC							
AVG	4.7	8.0	0.55	1.25	0.058	7.6	0.70

Operations and Maintenance Highlights

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

We have received approval to move forward from DOH

NY State has granted approvals for the state drinking water fluoride program.

Annual Drinking Water Quality Report is complete and certified.

Freeze Thaw Beds 1 & 2 have just now started being mixed for drying, we will likely need to consolidate these two beds in order to keep our SPDES samples within state requirements.

Many of our outstanding painting projects have been completed, including the chemical offload containment pad, and our carbon silo.

Radiator replacement and PM work taking place on our generator engines.



Wastewater – Dennis Kirkland, Acting Chief Operator- updated 9/19/2022

Sampling Notes: None

August 2022

Project #1 (Sedimentation Basins and Screening) Sed basin #5 is majority done other than a few punch-list items and SCADA incorporations. The level sensor, floating baffle, hoses, tipping pole sensors. Once the tipping pole sensors and level sensor is added we can incorporate everything into SCADA.

Project #2 (GPS) All gorge pumps are up and running. The few things left needs to be discussed with GHD, CIR and Plant IQ. They still need to incorporate the HOA Switch and Speed POT. Next month we should be moving forward with the piping of the seal water from the pumps to the wet wells and that will eliminate the concerns of the submersible pump being able to handle the flow.

Project #3 (Poly, Grit Conveyor, BFP (Belt Filter Press) Controls- The BFP portion is held up on materials and approvals of change orders. The electrical side of Grit is being worked on now and has been for the past month, once finished we can start hooking up and incorporating the equipment like the conveyor and screw system. Polymer they have the two systems in place, training has been held for Operations and Maintenance. We are working on cleaning up the poly basement and poly room for when the place the concrete flooring it will already be cleaned.

Project #5 (Electrical) At June Board meeting Ferguson was authorized to replace transformers for two power centers, other portions of Project 5 are being re-evaluated by CPL. Timeline for transformer replacement not yet final.

Project #7 (HVAC) Work continues with the duct work throughout the facility. We had some necessary changes that needed to be made. The concrete pad was poured out front for the generator unit that is going outside the facility. Three new air handling units were installed in our sludge disposal building and being wired up, there was some minor issues with the air handling units but will be rectified as soon as possible.

Project #9 & #11 (Inside/Outside Piping) Project #9 is completed. Danforth finished all the replacement valves in the thickened sludge building and all the temporary piping is set up in the basement of the facility. We are waiting for approvals and in discussions with engineers on project with how to proceed with next stage of the project, which would be the permanent piping and core drilling into the Thickened Sludge Building.

Project #10 (Kaman – Overall Controls) Kaman is still waiting for components for the controls that will be added to the BFP and incorporating them. Capabilities will be added to the HMI (Human Machine Interfaces) screens at each of the three belt filter presses. Kaman teamed up with Plant IQ at the GPS to give us automation of Gorge Pump #1/#2/#3 at the WWTP (Wastewater Treatment Plant), all vibration and temperature sensors read back to the plant. Kaman would be involved in the HOA switch on each Gorge Pump if that moves forward. Kaman is waiting on the level sensor and tipping pole sensors to move forward with project #1 Sed basins incorporation.

In conclusion, everything at the WWTP has been moving forward without issue. Conditions have never been better, and morale has never been higher. Each department has put in time and effort to make sure all the projects and upgrades to the facility are getting done the way we have envisioned and in a timely manner



WASTEWATER TREATMENT PLANT OPERATING DATA														
2022	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	INF/EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)		(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	21.28	32.04	12.47	2.0	0.0	1341.0	372.0	1336.0	3117.0	21140	63.6	0	202700	19.6
February	28.61	41.96	13.22	1.7	0.0	1455.0	338.0	1383.0	3462.0	24200	67.6	0	188370	22.3
March	27.56	40.99	14.66	2.0	0.0	946.0	300.0	1119.0	3528.0	24240	42.4	0	252175	11.4
April	24.94	40.19	13.96	1.8	0.1	956.0	276.0	1642.0	3306.0	23620	54.6	0	289230	13.8
May	22.88	37.90	13.27	1.6	0.1	1243.0	371.0	1594.0	3686.0	24980	57.0	0	345240	14.2
June	21.05	32.89	13.74	1.4	0.1	940.0	273.0	1357.0	3415.0	22940	25.4	0	414870	7.5
July	19.95	32.17	12.33	1.3	0.2	1197.0	355.0	1980.0	3513.0	24020	76.1	0	392060	10.3
August	20.99	32.98	14.39	1.4	0.2	1164.0	356.0	1707.0	6883.0	22820	44.9	0	390270	13.6
September												0		
October												0		
November												0		
December												0		
Totals	23.41	36.39	13.51	1.7	0.7	9242.0	2641.0	12118.0	30910.0	187960	431.6	0	2474915	112.7

Explanation of data abbreviations:

INF: Influent

EFF: Effluent

CBE Carbon Bed Effluent

GPS: Gorge Pump Station

MGD: Millions of Gallons per Day

PPM: Parts Per Million

BFP: Belt Filter Press

PRIM: Primary

FeCl3: Ferric Chloride

H2O2: Peroxide

NaOCl: Sodium Hypochlorite

2021 Data for Comparison Purposes

WASTEWATER TREATMENT PLANT OPERATING DATA														
2021	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	INF/EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)		(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	32.12	41.31	13.50	2.2	0.3	2421.0	643.0	3664.0	4398.0	27380	121.8	0	367350	18.8
February	23.60	43.20	12.12	1.8	0.6	1721.0	518.0	2391.0	3107.0	19700	45.7	0	424560	12.0
March	24.32	45.57	12.00	2.0	0.7	2805.0	816.0	3397.0	3430.0	21380	79.0	0	301700	41.2
April	24.18	45.25	12.28	1.8	0.7	2150.0	582.0	2800.0	3335.0	22160	86.1	0	478895	26.0
May	20.59	42.66	11.12	1.6	0.8	1674.0	463.0	2334.0	3345.0	22500	69.8	0	697120	46.4
June	20.69	41.20	11.28	1.6	0.7	1735.0	524.0	2641.0	3363.0	21800	67.8	810	763300	65.3
July	26.76	48.23	12.75	1.4	6.1	1516.0	455.0	2544.0	3629.0	24780	55.7	6140	711170	15.9
August	19.49	36.87	11.21	1.3	0.4	1544.0	440.0	2846.0	3368.0	21420	91.6	0	739870	15.6
September	24.36	43.10	12.14	1.9	0.7	1775.0	533.0	2943.0	3931.0	24840	100.1	0	817405	23.5
October	25.66	44.13	12.74	1.9	2.2	1281.0	394.0	1753.0	3854.0	25100	82.4	0	744630	15.8
November	24.03	35.73	12.71	2.0	1.0	1624.0	470.0	1899.0	3573.0	23360	77.6	0	431430	11.0
December	25.02	35.86	13.47	1.7	0.5	1418.0	409.0	1351.0	3470.0	23660	42.9	0	288885	14.4
Totals	24.24	41.93	12.28	1.8	14.7	21664.0	6247.0	30563.0	42803.0	278080	920.5	6950	6766315	305.9



2.1. Sewer Collection & Water Distribution Michael Eagler, updated 9/19/2022

Sewer Collections System										
2022	Service Calls	Flushing (Feet)	UFPO Responses	Receivers Cleaned	Bypass Pumping (Hours)	Catch Basins	Man Holes	Main	Connections	Lateral
January	88	17650	329	249	0.00	3	6	0	3	2
February	106	17390	348	121	388.60	1	1	1	1	1
March	148	26000	973	171	5.1	2	7	2	1	0
April	143	47961	1023	8	0	8	5	1	8	0
May	115	11,720	987	11	0	5	3	1	5	0
June	192	69474	1099	15	0	3	4	8	4	5
July	157	17951	798	202	4	7	1	2	4	3
August	194	54120	882	71	8	1	5	1	3	2
September										
October										
November										
December										
Totals	1153	262,266	6439	848	405.7	30	32	16	26	13

Water Distribution															
2022	Main Break	Svc. Leaks	Curb Box Reset	Valve Repaired	Valve Replaced	Hydrant Replaced	Hydrant Repaired	Hydrant Flow	Hydrant Flush-Winterized	Hydrant Leaks	Hydrants out of Svc.	Misc. Svc. Calls	Concrete	Landscape	UFPO
January	5	8	7	3	0	8	3	0	76	0	0	88	0	0	329
February	10	7	11	2	2	2	1	0	88	0	0	106	0	0	348
March	15	8	7	1	0	1	3	0	0	0	0	149	4	0	973
April	3	9	10	3	3	1	4	5	27	0	0	143	23	0	1023
May	3	7	17	0	4	1	2	111	115	0	1	115	9	54	987
June	2	9	7	1	5	1	4	105	41	0	0	192	7	5	1099
July	11	9	10	6	5	5	5	85	73	0	0	157	9	36	798
August	10	11	8	8	5	2	6	87	83	0	0	194	12	22	882
September															
October															
November															
December															
Totals	59	68	77	24	24	21	28	390	503	0	1	1153	117	117	6439



3. Analytical Services

3.1 Water Laboratory – Jordan Boyd, updated 9/19/2022

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

- July and August samples have been collected & analyzed in-house for TOC, DOC & UV254 on both finished and source water. All samples were in compliance.
- Monthly collection and reporting for the Distribution System were conducted for July and August. 120 Samples for Free Chlorine, Turbidity, Phosphate, Fluoride, Standard Plate Count & Mf Coliform. Those results were satisfactory and were within reporting limits.
- August quarterly sampling for Trihalomethanes and Haloacetic Acids was conducted, and all samples were within range. These samples were analyzed inhouse.
- Principle Organic Chemicals (POC's) samples were collected on 8/23/22 and sent out to be analyzed by Pace Analytical. All sample results were within limits.

2. In-house/DEC Monitoring

- All in-house monitoring for bacteriology and chemistry have been within normal limits for July and August.
- The monthly SPDES sample collected from the freeze thaw bed was within normal limits for July and August.
- 1 community complaint was sampled on 8/4/22. No water main breaks were sampled in July or August 2022.
- Samples analyzed for 2022: 8,356.

3. Laboratory Concerns

- The Chemistry Laboratory Analyzed 42 Trihalomethanes and 42 Haloacetic Acids samples for 17 Municipalities of Niagara County. The Laboratory also analyzed 16 samples for Total Organic Carbon and 16 Wet Chemistry Samples for City of Lockport and Town of Tonawanda, 7 Wet Chemistry samples from the Village of Lewiston, and 1 Total Suspended Solids sample from Niagara County Water District.
- The Microbiology lab analyzed 33 samples from the Aquarium of Niagara's indoor and outdoor pools, 7 samples from the Village of Lewiston. All results were reported to the representative contacts.
- Revenue created in 2022 is \$23,129.00.

3.2 Wastewater Laboratory - Brian Eldridge 9/26/2022

1. The data for August's State Pollutant Discharge Elimination System (SPDES) report is currently being compiled. The July SPDES report was submitted.
2. The ELAP audit response has been concluded and all deficiencies have been addressed.



4. Customers & Compliance

4.1. Meter Shop – Bob Reid Updated 9/19/22

MONTH:	WORK ORDERS	STOPPED METERS	Registers Replaced	SCRAPPED METERS	INDUSTRIAL METERS READ	RESIDENTIAL METERS READ
JANUARY	96	0	7	0	0	7191
FEBRUARY	89	0	9	0	0	5243
MARCH	115	5	7	0	565	5443
APRIL	115	6	4	0	0	7191
MAY	108	4	6	0	0	5242
JUNE	150	3	6	0	565	5435
JULY	105	3	3	0	0	7187
AUGUST	116	1	7	0	0	5242
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
TOTAL	894	22	49	0	1130	48174

METER READINGS:

DISTRICT 3	B.REID	M.MACRI	V.Virtuoso	J.PAUL	F.DERUBEIS	TOTAL
8/1/22	675	844				1519
8/2/22	1539	1287				2826
8/3/22	529	337				866
8/4/22				31		31
TOTAL	2743	2468		31		5242

Shop read 5242 Residential Meters. Also large meter testing daily.



4.2. Industrial Pretreatment Monitoring / Enforcement – Joel Paradise updated 9/16/2022

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

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

SIU Updates:

1. All SIU (Significant Industrial User) whose discharge permits nearing expiration in the next several months have been sent their renewal applications for our review and eventual reissuance of their NFWB wastewater discharge permit. This is an ongoing and continuing process.
The Cross Connection Inspectors work of conducting his inspections as a function of building sales, monitoring the annual tests results of all back flow prevention devices, along with updating our database and filing/archiving the hard copies has been progressing on schedule.
2. SIU discharge permits are being continually updated using the most recent data generated by Steve Stewart to verify / adjust discharge limits.
3. The RFP for the Local Limits re-evaluation will be released in 2022. Work on the RFP document commenced in 2019 but its release was delayed due to the need for technical assistance in preparing the RFP itself and the workload of several of the consultants believed to be likely proposers, and subsequently has been further delayed by disruptions resulting from the COVID-19 pandemic. Barring the cost of the study exceeding available funds, a local limits evaluation will be completed in 2022.
4. NFWB and the DEC continues to closely monitor Cascades which has made significant progress getting their ETP back working as designed and appears to have turned the corner with their discharge permit compliance. The weekly report submitted by Cascades on July 5th, 2022 indicated that they have maintained effluent discharges for SOC well below their discharge permit limits consistently now since June 10th, 2022 although there have been several instances where the TSS valued on the discharge to the WWTP were above their discharge permit limits. We continue to monitor the situation through site visits, sampling, and their required weekly progress reports. We are in the process of writing an Order on Consent and assessing violations and associated fines. The consolidation of discharge permits #50 and #73 is nearing completion.
5. The 2021 Annual IPP Report to the USEPA, copied to NYSDEC has been completed , mailed out, and was received in a timely fashion. We are still awaiting their comments.



4.3. Industrial Pretreatment Monitoring / Enforcement (continued) updated 9/16/2022

6. SIU #59 North American Hoganas (NAH) ceased the “wash process” on Friday, July 1st, 2022. It was this “wash process” that prompted NAH to renew their discharge permit in March 2022. As of that July 1 date the plan was to complete the sale of the property and for NAH to vacate the property. At North American Hoganas’ request, the NFWB terminated their discharge permit (#59) with the NFWB thus NAH will no longer be classified as an SIU. The sale of the property is pending, but it has not yet been finalized.

7. Negotiations with the DEC, the NFWB, and Olin Chemical to accept excess process brine wastewater from SIU #23 were commenced on Monday, June 27th, 2022. It was agreed at that meeting at Olin on Monday, June 27th that this brine wastestream would not be compatible for treatment at the WWTP at this time. It was instead recommended that the possibility of discharging it to their SPDES discharge point 008 be looked into. The DEC will discuss this situation with the Buffalo office and with DEC officials in Albany and have a preliminary report of those discussions for Olin by August 1st, 2022. As of September 9th Olin had still not received an update from the DEC.

8. On Wednesday, September 7th we collected the required quarterly collection system BHC samples. They were delivered to the Lab and sent out for analysis.

5. Support Services

5.1. Safety – AFI Environmental (Brandon Quinn) 9/23/2022

- Attended meetings.
- Follow up on annual fire extinguisher inspections.
- Training WWTP operators on monthly fire extinguisher inspection.
- Routine walkthrough at WWTP and WTP.
- Begin coordinating annual training schedule and determination of required training sessions for both facilities.



6. Technical Services – Doug Williamson, updated 9/19/2022

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

We are planning on revising the current LaSalle consent order for years 12 - 18 and eliminate the remaining work items within the schedule that have a negligible impact on I & I. In December, we received a second NYSDEC Engineering Planning grant of \$100,000 that was submitted on 7/30/21 for new Sanitary Sewer Evaluation Surveys in LaSalle and the engineering report. In December, we also received the NYSDEC WQIP grant of \$800,000 that was submitted on 7/30/21 for the construction improvements recommended by this engineering report. In May, we had meetings on the LaSalle consent order and submitted a revised work plan that was approved by the NYSDEC on May 24th. Upon approval of the plan, the NFWB immediately began sanitary sewer cleaning and CCTV work in the approved sewer shed areas.

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

In July and August, we continued to support CPL and the design consultants on the WWTP Phase I and II projects. Monthly construction progress meetings were held for ongoing projects. Provided Notice to all Contractors Performing Work at the NFWB Wastewater Treatment Plant on July 22nd to remove equipment from grass areas.

Project 1 Sedimentation Basins and Scum Collection System Modification – A progress meeting was held on August 16th. Construction at sedimentation basin no.4 is ongoing.

Project 2 GPS Rehabilitation - Progress meeting was held on July 21st to review the HVAC work. Progress meeting was held on August 2nd and final walk through meeting was held on August 16th. Project is nearing completion and being closed out.

Project 3 Screenings and Grit Transport Equipment Improvements – progress meeting was held on July 12th, July 20th and August 9th. Construction is ongoing.

Project 5 Electrical System Improvements – Phase II work has been proceeding with Ferguson Electric.

Project 7 Replacement of Critical Heating & Ventilation Equipment – Progress meeting was held on August 23rd. Construction is ongoing.

Project 10 SCADA Improvements – last progress meeting was held on January 20th. Construction is ongoing.

Project 11 Exterior Piping Improvements – change order meeting was held on July 26th. Progress meeting was held on August 31st. Construction is ongoing.

Project 12 WWTP Intermediate Pumps Assessment – progress meeting was last held on August 31st.

3. NYSDEC WWTP SPDES Permit NY0026336 and Consent Order (R9-20170906-129) Items:

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



The WWTP NetDMR was approved on August 1st. There was a violation for the alpha BHC limit for the month of June and July 2022. A report of non-compliance event was provided to the NYSDEC on August 1st and 8th.

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

In July and August, we continued addressing corrective actions due to the Notice of Violation from the NYSDEC for the WWTP Chemical Bulk Storage (CBS).

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

We are currently planning on scheduling the 2022 Fall Town of Niagara flow monitoring **for the period of 9/12/22 (flow meter installs) to 10/10/22 (flow meter removals).**

We are looking into renegotiating the Agreement in early 2024.

6. **Stormwater Management**

WNYSC meeting was not held in July or August.

7. **Engineering Support**

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

NFWB Potential Solar Project follow-up meeting was held on July 27th with NYPA.

Risk Management Plan was updated and certified on June 10th. Follow-up EPA Risk Management Program Inspection meetings were held on July 13th, July 27th and August 23rd. A follow-up meeting was held with the EPA on August 30th.

The **WTP SPDES permit renewal** was provided to the NYSDEC on July 18th.

Centennial Park Development meeting was held on July 19th with the City.

Provided NFWB vs. Cascades TSS and SOC graphs for meeting held on August 17th.

WWTP daily report modifications meeting was held on August 25th.

8. **Capital Improvement Projects:**

In July and August, the **5 Year Capital Improvement Plan** project statuses and progress continued to be tracked. Determined potential WWTP projects to be submitted for the remaining balance of the existing WWTP Phase II grant. Determined potential water and sewer projects for the 2022 WIIA grant application being prepared by CPL that is due by September 9th.



Water Projects

In July and August, CPL continued design work on the **Whitney Avenue and 77th Street** watermain replacement projects. The **18th Street watermain** - Ontario Avenue to Whitney Avenue bid opening was held on June 7th.

Provided consent letter for AT & T FA #10007999 – Niagara Falls Water Tank / 440 56th Street project on July 12th.

Mailed EAF long forms and cover letters to potentially interested parties for the demolition and replacement of the Beech Avenue water tank project SEQR coordination on August 1st.

We received a termination of lease agreement letter for the 56th Street water tank from T-Mobile / Sprint on August 2nd.

A meeting was held with CPL to discuss the **EFC lead service line grant application** on August 24th.

The **2021 WIIA Water Grant application** of \$3 million was awarded on April 19th, 2022. Water replacement projects are being planned.

Sewer Projects

The NFWB has been performing sanitary sewer cleaning and CCTV work in the approved LaSalle Consent Order sewer shed and other areas.

WTP Projects

Water Treatment Plant Conference room expansion HVAC, plumbing and electrical relocation work has been completed. Work on the conference room platform and conference room desks began in July. Provided WTP conference room acoustical ceiling panel and HVAC layout drawing in August.

WWTP Projects

The **2021 WIIA Sewer (WWTP) Grant application** of \$1,125,000 was awarded on April 19th, 2022.

Smart growth application was completed and submitted to EFC for WWTP Biological Conversion projects on July 18th.

Provided drawings for WWTP garage expansion project that began in August.

Provided support for WWTP building improvement projects that were ongoing in July and August.



2022 OXIDIZER BUDGET

BUDGET = \$7,500,000.00 for year

COST = \$2,914,381.70 to date

% USED = 38.86% to date

BUDGET = \$20,547.95 per day avg. \$625,000.00 per month avg.

COST = \$11,993.34 per day avg. \$242,865.14 per month avg.

23.7 Flow (MGD) 243 total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS THROUGH PUT (%)	FERRIC CHLORIDE (TONS)	LIME (TONS)
Jan-2022	659.8	0	197,600	302	\$233,168.00	386.3	152.1	39.4	73.2
Feb-2022	886.9	0	188,370	240	\$222,276.60	338.3	116.1	45.4	67.6
Mar-2022	854.3	0	252,175	300	\$297,566.50	299.7	129.1	45.5	42.7
Apr-2022	748.2	0	289,230	287	\$341,291.40	276.1	98.3	44.3	54.8
May-2022	709.3	0	345,240	509	\$407,383.20	371.1	131.2	46.8	57.0
Jun-2022	631.7	0	414,870	379	\$489,546.60	273.4	119.8	43.0	25.4
Jul-2022	633.7	0	392,060	636	\$462,630.80	354.7	111.7	45.0	76.1
Aug-2022	642.7	0	390,270	660	\$460,518.60	355.5	140.0	42.8	44.9
Sep-2022									
Oct-2022									
Nov-2022									
Dec-2022									
TOTALS	5,766.6	0	2,469,815	414	\$2,914,381.70	2,655.2	123.7	352.2	441.5

Low value for year

High value for year

2021 Oxidizer Figures for Comparison:

2021 OXIDIZER BUDGET

BUDGET = \$2,050,000.00 for year

COST = \$3,341,237.44 to date

% USED = 162.99% to date

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

COST = \$9,154.08 per day avg. \$278,436.45 per month avg.

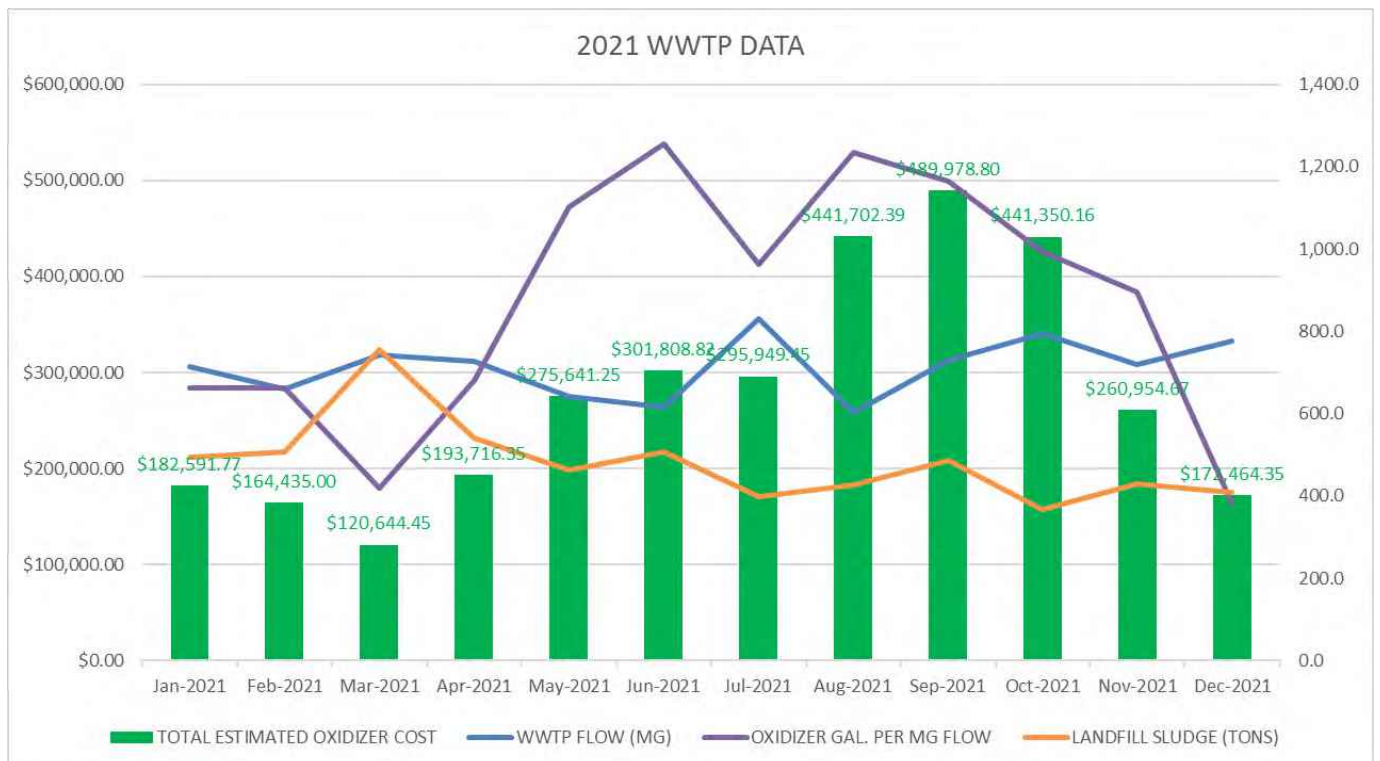
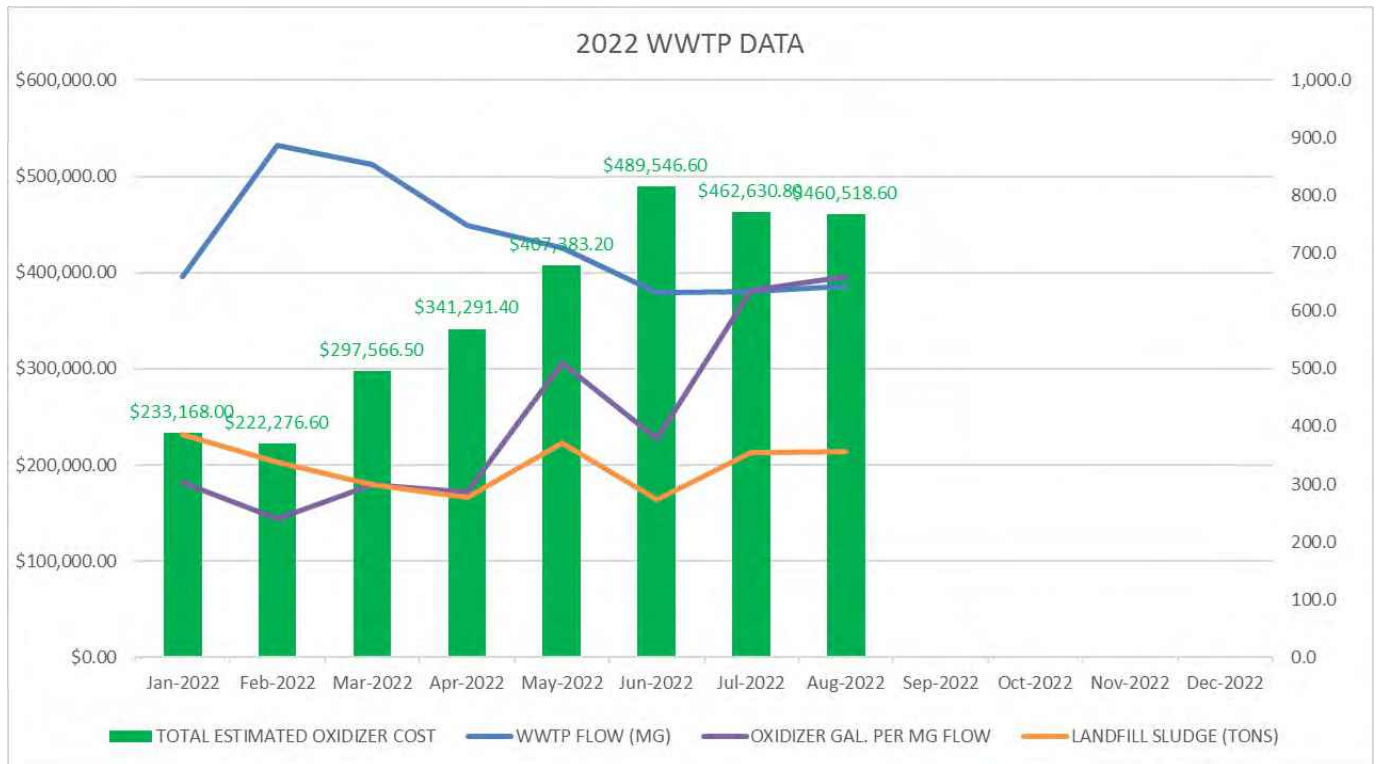
23.4 Flow (MGD) 365 total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS THROUGH PUT (%)	FERRIC CHLORIDE (TONS)	LIME (TONS)
Jan-2021	714.9	0	461,790	663	\$182,591.77	494.8	88.2	40.7	66.8
Feb-2021	660.8	0	415,870	664	\$164,435.00	507.8	62.0	37.0	42.7
Mar-2021	742.1	0	305,120	419	\$120,644.45	756.2	102.7	40.1	81.9
Apr-2021	726.4	0	489,925	682	\$193,716.35	540.3	94.4	41.8	78.9
May-2021	640.6	0	697,120	1102	\$275,641.25	463.4	125.2	42.2	69.8
Jun-2021	616.1	0	763,300	1256	\$301,808.82	508.3	134.8	39.4	65.4
Jul-2021	831.1	6,020	707,480	964	\$295,949.45	399.2	114.6	46.6	51.7
Aug-2021	604.1	0	739,870	1236	\$441,702.39	426.6	110.1	40.2	90.6
Sep-2021	729.8	0	820,735	1164	\$489,978.80	487.0	100.0	45.4	97.6
Oct-2021	795.4	0	739,280	993	\$441,350.16	366.3	119.1	47.0	80.4
Nov-2021	720.6	0	437,110	895	\$260,954.67	429.8	162.8	43.7	67.2
Dec-2021	775.6	0	288,885	383	\$172,464.35	408.8	180.0	44.4	42.9
TOTALS	8,557.5	6,020	6,866,485	868	\$3,341,237.44	5,788.5	106.1	508.3	836.0

Low value for year

High value for year





7. SECURITY REPORT— John Accardo 9/22/2022

No WWTP security incidents were reported in August. A part-time security guard has been hired pursuant to Board authorization to replace one who resigned.

8. INFORMATION TECHNOLOGY (I.T.) 9/22/2022

Key System statuses

VMware Environment – Joe - No issues to report.

New World Cloud – Joe - No issues to report.

Exchange Office 365 – Joe - No issues to report.

Network WTP/WWTP/Gorge – Joe – All sites on new Network hardware, each site us fully functional.

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

Updates/Issues Addressed/Resolved for the Current Month: (Not Included: Daily tasks/User Issues)

- We deployed all Paychex units on 9/16/22 and went live 9/19/22.
- Submitted a request to pursue cloud hosted ATL/Sample Master system for the WWTP Lab as it will greatly improve reliability for the Lab.
- WTP guard shack was prepared for NFPD substation access.
- Met with custom security & communications vendor to discuss WTP conference room needs, awaiting contact to look over and discuss next steps.
- Renewed Yearly Office365 systems for another year.
- Renewed Yearly website hosting services for another year.

As our IT environment is healthy, I've been able to devote more time towards upcoming projects, which are listed below. these projects will not only enhance our technological footprint but will also reduce costs.



Project planning:

- Project to replace Barracuda backup with industry leading Veeam to save on costs. Yearly cost savings approximately \$10,616.54 year. Meeting setup with vendor to move this forward on 9/23/22.
- Replace Symantec antivirus w/ new modern zero-day security response system utilizing our new Sophos firewalls. This integrates with our new firewalls for hardware accelerated security providing real time protection.
- Exploring PA/intercom option using a digital IP based system to address need for alarm or PA system at WWTP.
- Have discussed potential thin client PC deployment hosting options with a vendor. This will allow for very granular control of a PC and also greatly simplify setting up and deploying devices to end users; it's also very cost effective but a lot of pre- planning is required to build departmental images and configure a PXE environment.
- Wi-Fi – The plan is to setup 2 Wi-Fi networks – one being a production network and the other a guest network on its own Vlan to ensure our network is not accessible.

**RESOLUTION TO PERMIT VIDEOCONFERENCE MEETINGS IN ACCORDANCE
WITH PART WW OF CHAPTER 56 OF THE LAWS OF 2022**

WHEREAS, Part WW of Chapter 56 of the Laws of 2022 (Part WW) amended Article 7 of the Public Officers Law (the Open Meetings Law), in relation to permitting videoconferencing and remote participation in public meetings under certain circumstances; and

WHEREAS, prior to the enactment of Part WW, the Open Meetings Law provided that when videoconferencing is used to conduct a public meeting of a public body, each member of the public body wishing to attend and participate in the meeting must be physically present at such meeting at a location where the public can attend; and

WHEREAS, Section 103-a of the Public Officers Law, as added by Part WW, permits members of a public body, under extraordinary circumstances, to attend and participate in a meeting of the public body by videoconferencing from a remote location that is not open to the public, provided that (1) the public body has adopted a resolution authorizing the use of videoconferencing, (2) the number of members of the public body who attend the meeting at location(s) where the public can attend is at least equal to the number required to satisfy the public body's quorum requirement, (3) the public body has established written procedures governing member and public attendance consistent with Section 103-a of the Public Officers Law, (4) such written procedures are conspicuously posted on the public website of the public body, and (5) the other criteria specified in Section 103-a are satisfied; and

WHEREAS, the Niagara Falls Water Board (the "Board") deems it appropriate that the Board and any and all committees of the Board now existing or hereafter established be authorized to use videoconferencing to conduct meetings in the manner contemplated by Section 103-a of the Public Officers Law, i.e., meetings where a member who is unable to be physically present at any such meeting location due to extraordinary circumstances is permitted to attend and participate in the meeting by videoconferencing from a remote location that is not open to the public; and

WHEREAS, the Board also deems it appropriate that the Board and any and all committees or subcommittees of the Board continue to be authorized to use videoconferencing to conduct meetings where each member wishing to attend and participate in such meeting is physically present at such meeting at a location where the public can attend;

NOW THEREFORE BE IT

RESOLVED, the Board hereby authorizes the Board and any and all committees or subcommittees of the Board now existing or hereafter established to use videoconferencing to conduct meetings in the manner authorized by Section 103-a of the Public Officers Law; including meetings where a member who is unable to be physically present at any such meeting location due to extraordinary circumstances is permitted to attend and participate in the meeting by videoconferencing from a remote location that is not open to the public; and it is further

RESOLVED, that, in addition, the Board continues to authorize the Board and any and all committees or subcommittees of the Board now existing or hereafter established to use videoconferencing to conduct meetings where each member wishing to attend and participate in such meeting is physically present at such meeting at a location where the public can attend; and it is further

RESOLVED, that the Board hereby adopts the Procedures Governing Member and Public Attendance at Meetings Conducted by Use of Videoconferencing annexed hereto and made part hereof (the “Procedures”) and directs that all meetings of the Board conducted by use of videoconferencing and all meetings of any committee of the Board conducted by use of videoconferencing shall be conducted in accordance with such Procedures as they may from time to time be revised or amended and in accordance with the applicable provisions of the Open Meetings Law; and it is further

RESOLVED, that the attached Procedures be conspicuously posted on the public website of the Niagara Falls Water Board, nfwb.org.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

General Counsel

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

Not applicable.

On October 3, 2022, 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



**PROCEDURES GOVERNING MEMBER AND PUBLIC ATTENDANCE
AT MEETINGS CONDUCTED BY USE OF VIDEOCONFERENCING**

**Adopted by the
NIAGARA FALLS WATER BOARD**

Pursuant to Public Officers Law § 103-a (2)(b), the Niagara Falls Water Board ("Board") adopts these Procedures Governing Member and Public Attendance at Meetings Conducted by use of Videoconferencing (the Procedures). These Procedures shall apply to all public meetings of the Board conducted by use of videoconferencing and to all public meetings of any committee of the Board now existing or hereafter established conducted by use of videoconferencing. When applying these Procedures to meetings of a committee or subcommittee of the Board, references to the Board shall be deemed to be references to such committee.

1. Except as provided in paragraph 2, each member of the Board who wishes to attend and participate in a public meeting of the Board shall be physically present at a meeting location that is open to the public and identified in the public notice for such meeting.
2. If, due to extraordinary circumstances, a member of the Board who wishes to attend and participate in a meeting is unable to be physically present at a meeting location that is open to the public and identified in the public notice for such meeting, such member may submit a written request to the Chairperson with a copy to the Secretary to attend the meeting via videoconference from a location that is not open to the public. The written request must be submitted a reasonable time in advance of the meeting (and in no event later than the time required to allow the public notice for the meeting to be revised to indicate that the meeting will be conducted by use of videoconferencing) and must identify the general nature of the extraordinary circumstance that causes such member to be unable to be physically present at a meeting location that is open to the public and identified in the public notice.
3. Extraordinary circumstances shall include:
 - Disability;
 - Illness;
 - Caregiving responsibilities; and
 - Any other significant or unexpected factor or event which precludes such member's physical attendance at such meeting at a meeting location that is open to the public.
4. Notwithstanding the provisions in these Procedures that permit members to attend a meeting via videoconference from a location that is not open to the public, the Board shall not be permitted to conduct a meeting unless the number of members physically present at location(s) where the public can attend is at least equal to the minimum number of members necessary to fulfill the Board's quorum requirement. If such quorum requirement is satisfied, the members physically present at location(s) where the public can attend and the member(s) attending the meeting via videoconference from location(s) not open to the public may participate in the meeting and vote at the meeting.

5. If videoconferencing is used to conduct a meeting, then except in the case of executive sessions, the Board shall ensure that each member participating in the meeting, whether at a location where the public can attend or from a remote location that is not open to the public, can be heard, seen, and identified, while the meeting is being conducted, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon. Members participating from a remote location shall ensure that their visual and audio connections are operational and shall (1) identify their full name on the videoconferencing software so that it appears on the screen or (2) have a name plate with their full name that appears on the screen. Notwithstanding any other provision of these Procedures to the contrary, a member who is otherwise qualified to participate in a meeting from a remote location that is not open to the public shall not be permitted to participate in the meeting from such remote location if such member's visual and audio connections are not operational and/or do not permit such member to be heard, seen, and identified, while the meeting is being conducted.
6. If videoconferencing is used to conduct a meeting, the minutes of the meeting shall identify which, if any, member(s) participated remotely and shall be available to the public pursuant to Section 106 of the Public Officers Law.
7. If videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used; shall specify where the public can view the meeting (and, when public participation in the meeting is authorized, shall specify where the public can view and/or participate in the meeting); shall specify where required documents and records will be posted or available; shall identify the physical location(s) for the meeting where the public can attend; and shall otherwise comply with all applicable requirements of the Open Meetings Law.
8. If videoconferencing is used to conduct a meeting, the meeting shall be recorded, the recording of the meeting shall be posted or linked on the public website of the Board within five business days following the meeting, and such recording shall remain so available for a minimum of five years thereafter. Such recordings shall be transcribed upon request.
9. If videoconferencing is used to conduct a meeting, the public may attend the meeting at any location that is open to the public and, in addition, the Board shall (1) provide the opportunity for members of the public to view such meeting via video, and (2) when public comment or participation is authorized, shall provide the opportunity for members of the public to participate in proceedings via videoconference in real time and shall ensure that videoconferencing authorizes the same public participation or testimony as in person participation or testimony.
10. If videoconferencing is used to conduct a meeting, the Board may require any member of the public who wishes to attend the meeting remotely by videoconference to register for the meeting, provided that such registration shall be open to all and that the manner in which registration can be made is specified in the public notice for the meeting.

11. If videoconferencing is used to conduct a meeting during which public comment is authorized or otherwise accepted, the Board may require any member of the public who provides comments during such meeting to identify themselves and to provide such additional information as may be deemed necessary. Nothing in this paragraph or elsewhere in these Procedures shall be construed as requiring the Board to accept public comments at any meeting or otherwise to permit participation by members of the public in any meeting. If the Board does accept public comments at any meeting or does otherwise permit participation by members of the public in any meeting, nothing in this paragraph or elsewhere in these Procedures shall be construed as limiting the right of the Board to impose such limits and restrictions on such public comments and/or public participation as may be permitted by applicable law or as may be required to maintain order and decorum. Persons attending via videoconferencing determined by the Chairperson to be out of order may be muted or ejected as appropriate to prevent further disruption.
12. Neither the in-person participation requirements of paragraph 1 of these Procedures nor the in-person quorum requirements of paragraph 4 of these Procedures shall apply during a State disaster emergency declared by the Governor pursuant to Section 28 of the Executive Law if the Board, through communication with the Chairperson or Secretary, determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the Board to hold an in-person meeting. A determination under this paragraph may be made at a meeting in which any or all of the members participate by videoconferencing from remote locations not open to the public.

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-002

UDIG NY PARTICIPATING MEMBER AGREEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) for many years has been a participating exempt member of Dig Safely New York, an automated positive response system to provide one-call notifications and establish a single point of contact between operators of underground utilities and excavators; and

WHEREAS, Dig Safely New York, Inc., has changed its name to UDig NY, Inc., and therefore has requested that the Water Board authorize and execute a new exempt member agreement with the new organization; and

WHEREAS, exempt members like the Water Board are not billed for basic services provided by UDig NY;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute an exempt member agreement with UDig NY, Inc.

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 October 3, 2022, 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



UDig NY

6706 Collamer Road
East Syracuse, NY 13057

MemberSupport@UDigNY.org

O: (800) 309-8289x1

F: (315) 437-2621

UDigNY.org

Exempt Participating Member Agreement

The undersigned hereby applies for admission as an **Exempt Participating Member** of UDig NY, Inc., located at 6706 Collamer Road, East Syracuse, New York 13057 and in connection therewith, covenants and agrees when accepted as an Exempt Participating Member:

1. To actively participate in progressing the objectives and administration of UDig NY;
2. To promptly pay the charges as fixed and from time to time reestablished by UDig NY's board of Directors;
3. To waive and disclaim, and applicant hereby does waive and disclaim, any and all claims for damages arising solely out of the operation of the communications service provided by UDig NY, including claims for damage resulting from negligence in the operation of said communications service by UDig NY, its agents, servants, or employees from and after the date of applicant's acceptance as an Exempt Participating Member;
4. To abide by the by-laws and operating procedures of UDig NY;
5. That exempt participating membership is limited to three categories of members (i) municipalities, which include only cities, counties, towns, and villages that operate underground facilities; (ii) authorities that operate underground facilities, and (iii) operators of underground facilities that provide water services to less than four thousand customers;
6. That each Exempt Participating Member is entitled to receive UDig NY service at one designated location at no charge and that any additional services requested will be paid for by the Exempt Participating Member.

Applicant: _____
(Organization)

I, _____, represent and warrant that _____
(Print Name) (Organization)

Is entitled to admission as an Exempt Participating Member of UDig NY because it is a
_____. That I am legally authorized to execute this
(city/town/village/county/authority/operator of underground facilities
that provides water service to less than four thousand customers)

application and bind the organization to the above covenants and agreements and, by my signature, do so bind the organization, and that UDig NY, can justifiably rely on these representations and warranties in accepting the organization as an Exempt Participating Member.

(Signature)

(Date)

(Title)

UDig NY, Inc. office use only

Date Received: ____/____/____

Approved by: _____ Title: Board Secretary

Date: _____ Revised on 8/24/2011

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-003

**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 2022; 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:
Chief of Outside Infrastructure

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 October 3, 2022, 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

**REVISED CHANGE ORDER FOR WWTP PROJECT 11,
CONCRETE INTERFERENCE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) contracted with JM Davidson Engineering, D.P.C. (“JM Davidson”), to prepare designs, plans, and specifications for certain work to improve exterior process piping at the wastewater treatment plant (“Project 11”), required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation, and the contract for construction of the Project 11 improvements was awarded to John W. Danforth Co.; and

WHEREAS, the original Project 11 design documents specified replacement of seven existing four-inch diameter sludge pipes from the sludge building to a pipe flange located just outside the thickened sludge pump station basement wall, but it was discovered in the field that concrete was backfilled over the existing sludge lines to the pump station wall, and as such, removal of the existing piping and concrete would damage the existing wall sleeve flanges eliminating the potential to re-connect as planned; and

WHEREAS, CPL, the Water Board’s WWTP capital projects manager, Water Board staff, and JM Davidson staff met onsite and determined that the recommended course of action to address this concrete interference is core drilling and installing new wall sleeves into the sludge pump station basement; and

WHEREAS, at the July 2022 Water Board meeting, a change order for the cost of the new construction work (\$158,373.93 in new funds after a remaining allowance) and associated engineering services (\$22,500) was considered and rejected by the Board; and

WHEREAS, Water Board staff, CPL, JM Davidson, and John W. Danforth subsequently worked to identify ways to reduce the cost of the change order, including by performing certain work using Water Board forces, the Water Board directly purchasing certain hoses for less than the rental costs for those hoses, using Water Board forces to create a new temporary doorway to the pump station building rather than incur the costs of installing a bridge over the necessary excavation, and using a Water Board employee to perform certain administration or inspection work that originally would have been performed by JM Davidson; and

WHEREAS, Danforth has presented a revised change order proposal dated August 31, 2022 to perform a revised scope of construction work necessary to address the concrete interference as a change order to its contract for Project 11 work for a total of \$113,690.62 in new funds; and

WHEREAS, JM Davidson has presented a proposal dated August 31, 2022 to perform construction-phase engineering and inspection services for Danforth’s proposed additional work as a change order to its contract for Project 11 engineering services for a total of \$15,378; and

WHEREAS, though the Water Board will some direct costs in connection with the work it is performing and materials it is purchasing directly, the costs payable to John W. Danforth and JM Davidson have been reduced by \$51,805; and

WHEREAS, the Board has carefully scrutinized all aspects of the proposed change orders; and

WHEREAS, up to 50% of the cost of the work that is the subject of this resolution will be reimbursable under the Water Board's State and Municipal Facilities Program ("SAM") Grant, Project ID No. 15688;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute a change order with John W. Danforth Co. to add performance of the scope of work outlined in Danforth's July 11, 2022 proposal to its contract for WWTP Project 11 for a fee in addition to previously-approved funds not to exceed \$113,690.62; and

IT IS FURTHER RESOLVED, that the Niagara Falls Water Board hereby the Executive Director to execute a change order with JM Davidson Engineering, D.P.C., to add performance of the scope of work outlined in that firm's August 31, 2022 proposal to its contract for WWTP Project 11 for an additional fee not to exceed \$15,378.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 11.4 - Project No.11 (WWTP Phase II) – Exterior Piping
Improvements (Replacement of Sludge and Hypochlorite Pipelines) (SAM Grant
Project ID #20545)

On October 3, 2022, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

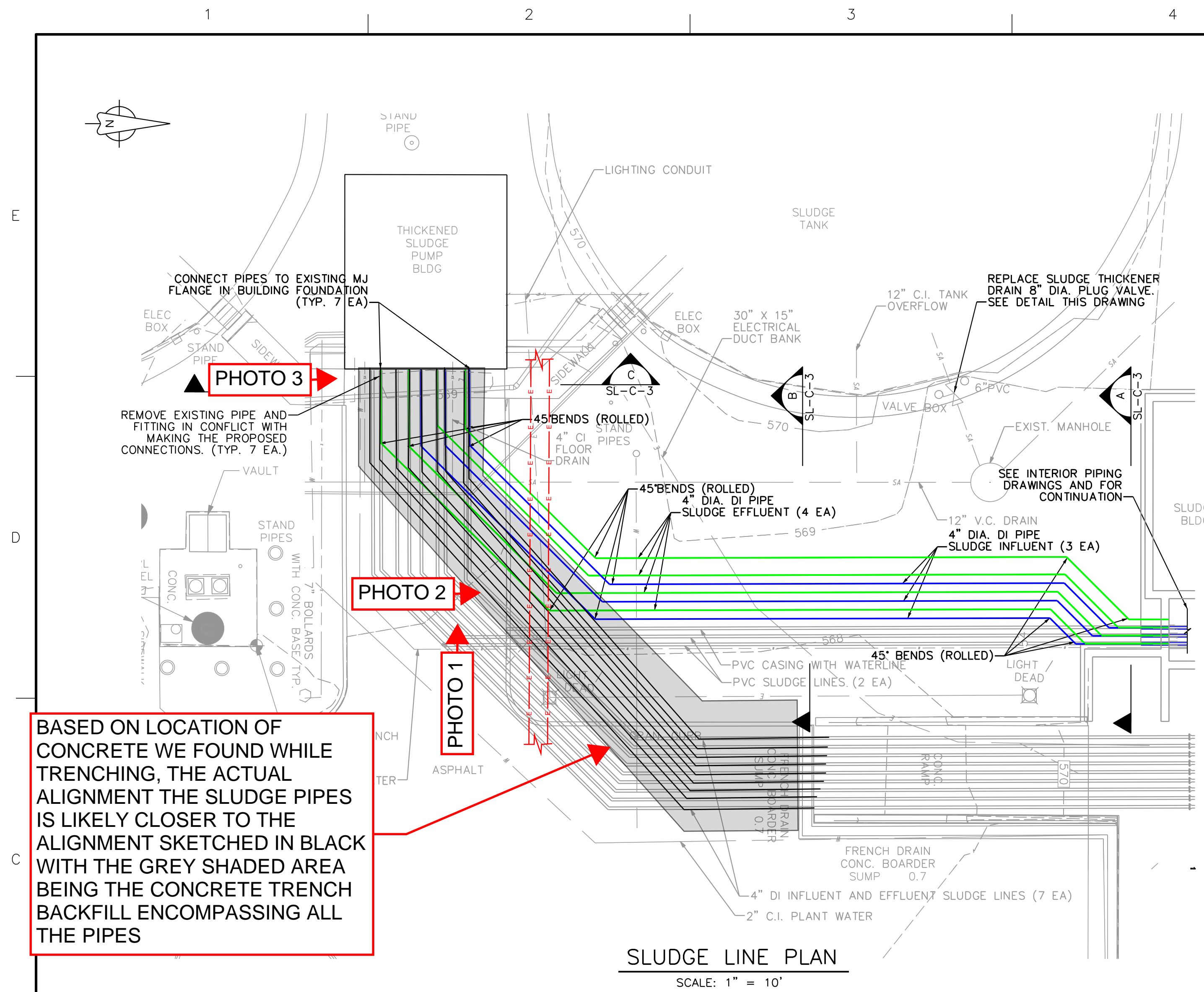
	Yes	No	Abstain	Absent
Board Member Asklar	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Leffler	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board



BASED ON LOCATION OF CONCRETE WE FOUND WHILE TRENCHING, THE ACTUAL ALIGNMENT THE SLUDGE PIPES IS LIKELY CLOSER TO THE ALIGNMENT SKETCHED IN BLACK WITH THE GREY SHADED AREA BEING THE CONCRETE TRENCH BACKFILL ENCOMPASSING ALL THE PIPES

PHOTO 3 - LOOKING NORTH ALONG FRONT OF SLUDGE BUILDING WHERE THE 2 PVC SLUDGE LINE REPLACEMENTS WERE INSTALLED IN RECENT YEARS. CONCRETE WAS REMOVED AT FACE OF BUILDING TO ALLOW THESE PVC LINES TO BE INSTALLED.



TOP OF CONCRETE ENCASEMENT OVER EXISTING SLUDGE LINES. CONCRETE IS POURED RIGHT TO BUILDING FACE.

CONCRETE WAS REMOVED TO ACCOMMODATE THE PVC LINES INSTALLED SEVERAL YEAR AGO

OLD CAST IRON SLUDGE LINE STICKING OUT OF CONCRETE ENCASEMENT

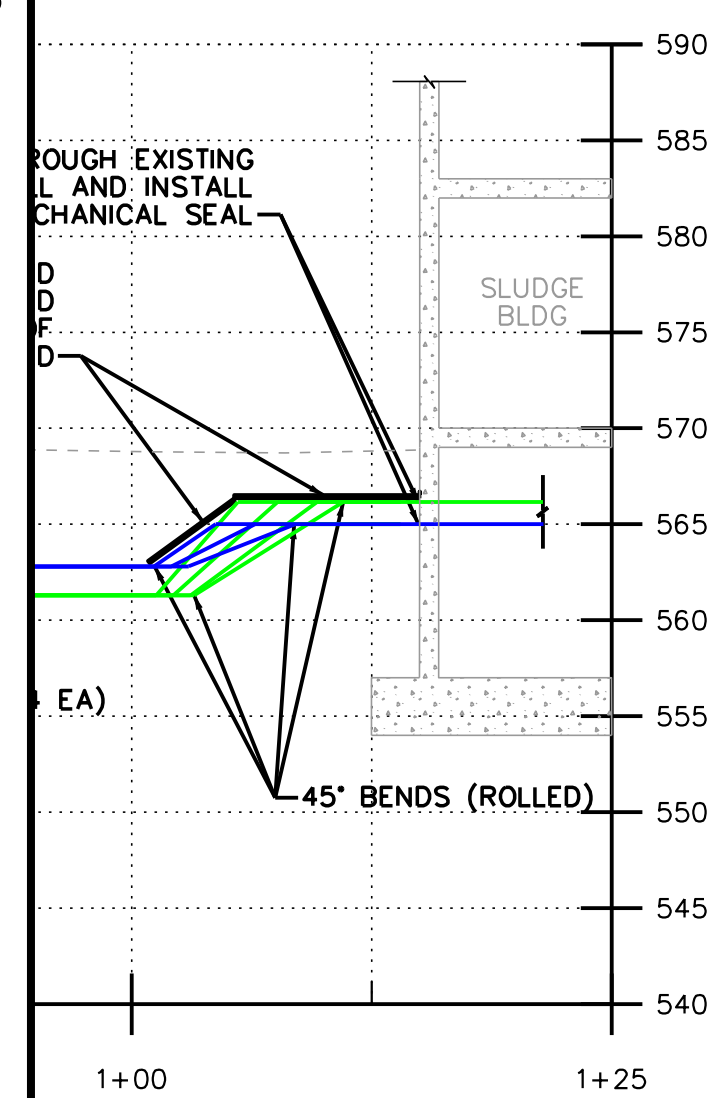
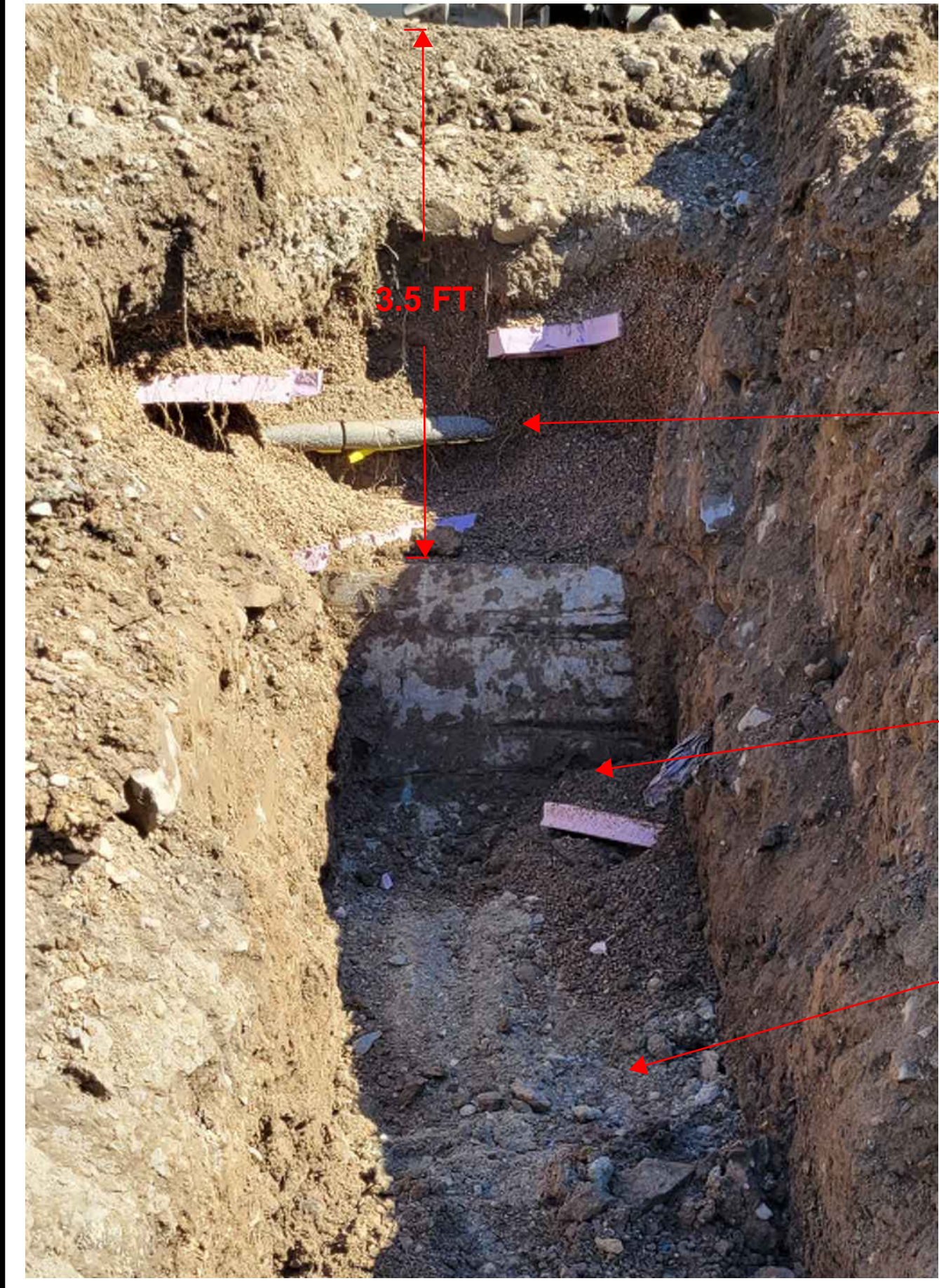


PHOTO 1 - LOOKING WEST TOWARDS SLUDGE THICKENER BUILDING. TOP OF CONCRETE ENCASEMENT IS ABOUT 2 FT THICK OVER THE SLUDGE LINES.



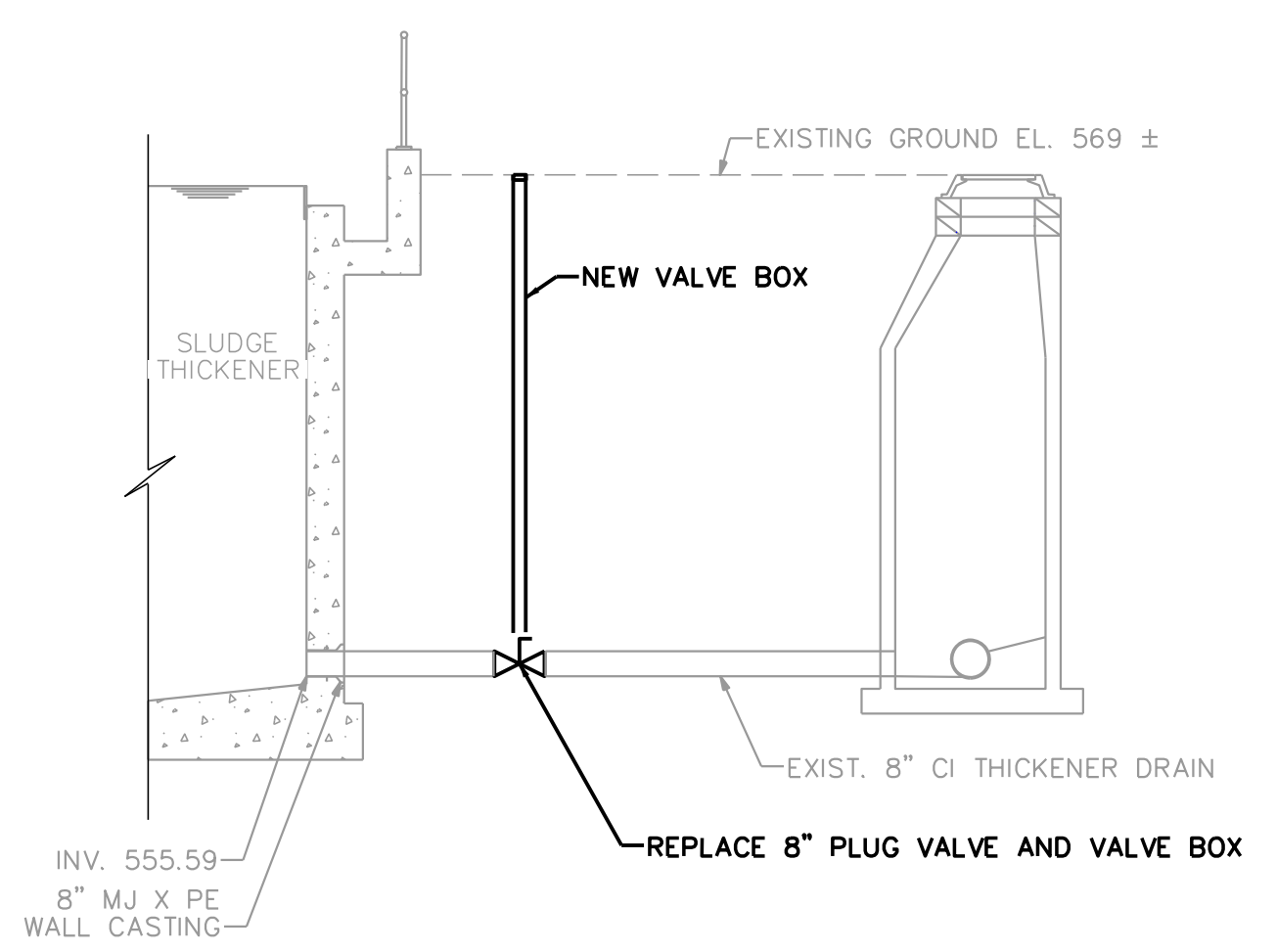
PHOTO 2 - LOOKING NORTH TOWARDS SLUDGE BUILDING ALONG PROPOSED SLUDGE LINE ALIGNMENT AT CONCRETE ENCASEMENT, DUCT BANK, AND WATER SERVICE



2" WATER SERVICE TO SLUDGE THICKENER BUILDING

ELECTRICAL DUCT BANK CONSTRUCTED RIGHT ON SLUDGE LINE ENCASEMENT

CONCRETE ENCASEMENT OVER SLUDGE LINES



PLUG VALVE REPLACEMENT DETAIL

- PLUG VALVE NOTES:
1. BACKFILL PIPE AND VALVE WITH PIPE BEDDING STONE TO 1 FT. ABOVE TOP OF PIPE. BACKFILL REMAINDER OF EXCAVATION WITH COMPACTED SUITABLE EXCAVATED MATERIAL.
 2. PROVIDE PLUG VALVE FOR MECHANICAL JOINT CONNECTIONS.

OWNER:

NIAGARA FALLS WATER BOARD

5815 BUFFALO AVENUE
NIAGARA FALLS, NEW YORK, 14304

WASTEWATER TREATMENT PLANT UPGRADES

PROJECT NO. 11:
EXTERIOR PROCESS PIPING IMPROVEMENTS
REBID

PREPARED BY:

JM Davidson
Engineering, D.P.C.

525 WHEATFIELD STREET - SUITE 20
NORTH TONAWANDA, NEW YORK 14120
PHONE: 716-453-1646
WWW.JMDAVIDSONENG.COM

CHANGE ORDER COST SUMMARY

PROJECT 11 - SLUDGE LINE CONCRETE INTERFERENCE EXTRA WORK

DESCRIPTION OF WORK	ORIGINAL CHANGE ORDER	REVISED CHANGE ORDER	DIFFERENCE	NOTES
JOHN W DANFORTH SUBCONTRACTOR MARK CERRONE INC. SCOPE OF WORK				
ADDT'L EXCAVATION AND BACKFILL AND MOVING SOIL FOR BERM	\$ 6,747.98	\$ 3,437.74	\$ (3,310.24)	CONTRACTOR REDUCED TIME AFTER CLARIFIED SCOPE OF EARTHWORK
CONCRETE BREAKING	\$ 14,208.72	\$ 14,208.72	\$ -	
ADDITIONAL ASPHALT RESTORATION	\$ 2,018.12		\$ (2,018.12)	REMOVED EXTRA ASPHALT WORK, FRONT OF BUILDING TO BE PAVED WITH LARGER PAVING PROJECT AT FACILITY
ADDITION OF INSULATION BOARD TO SLUDGE LINES	\$ 2,014.96	\$ 2,014.96	\$ -	
SUBTOTAL	\$ 24,989.78	\$ 19,661.42		
10% OVERHEAD (MARK CERRONE INC.)	\$ 2,498.98	\$ 1,966.14		
SUBTOTAL	\$ 27,488.76	\$ 21,627.56		
5% PROFIT (MARK CERRONE INC.)	\$ 1,374.44	\$ 1,081.38		
SUBTOTAL	\$ 28,863.20	\$ 22,708.94		
CREDIT FOR REMOVING ALL ASPHALT WORK FROM SCOPE		\$ (3,031.12)	\$ (3,031.12)	REMOVED BASE ASPHALT WORK IN SCOPE OF BID, FRONT OF BUILDING TO BE PAVED WITH LARGER PAVING PROJECT AT FACILITY
CREDIT FOR REMOVING FINE GRADING AND SEEDING FROM SCOPE OF WORK		\$ (2,627.88)	\$ (2,627.88)	REMOVE GRASS RESTORATION IN SCOPE OF BID, TO BE COMPLETED BY NFWB MAINTENANCE STAFF
TOTAL MARK CERRONE INC. COST	\$ 28,863.20	\$ 17,049.94		
JOHN W. DANFORTH 5% MARKUP ON SUBCONTRACTOR WORK	\$ 1,443.16	\$ 852.50		
MARK CERRONE INC. SCOPE OF WORK SUBTOTAL	\$ 30,306.36	\$ 17,902.44	\$ (12,403.92)	
JOHN W. DANFORTH SCOPE OF WORK (15% OVERHEAD AND PROFIT INCLUDED IN EACH LINE ITEM)				
REMOVE GRATING AND INSTALL HAND RAIL	\$7,747.62	\$ -	\$ (7,747.62)	NFWB CARPENTERS TO PERFORM THIS WORK FOR CONTRACTOR
RECEIVE AND LAYOUT HOSES	\$34,950.73	\$ 23,336.97	\$ (11,613.76)	PRICE REDUCED, INSTEAD OF RENTING HOSES, PURCHASE LIGHTER DUTY HOSES THAT NFWB WILL KEEP AT END OF PROJECT
CONNECT HOSES DURING 4 SHUT DOWNS	\$13,057.18	\$ 12,801.16	\$ (256.02)	REMOVED 2% MARKUP FOR WARRANTY IN EXTRA WORK CALCULATIONS
COORDINATE WITH CERRONE DURING CONCRETE DEMO	4,829.94	\$ 4,735.24	\$ (94.70)	REMOVED 2% MARKUP FOR WARRANTY IN EXTRA WORK CALCULATIONS
CORE HOLES FOR NEW PIPE TIE IN POINTS	\$17,638.31	\$ 17,292.46	\$ (345.85)	REMOVED 2% MARKUP FOR WARRANTY IN EXTRA WORK CALCULATIONS
INSTALL NEW PIPING THRU CORE HOLES FOR CERRONE TO TIE INTO	\$9,058.99	\$ 8,881.36	\$ (177.63)	REMOVED 2% MARKUP FOR WARRANTY IN EXTRA WORK CALCULATIONS
DISCONNECTION HOSES FOR FINAL TIE INS DURING 4 SHUT DOWNS	\$13,057.18	\$ 12,801.16	\$ (256.02)	REMOVED 2% MARKUP FOR WARRANTY IN EXTRA WORK CALCULATIONS
DEMO AND CLEAN UP HOSES	\$8,566.33	\$ -	\$ (8,566.33)	NFWB MAINTENANCE STAFF WILL TAKE OWNERSHIP OF HOSES SO THEY WILL ALSO CLEAN THEM WHEN DONE AND PREPARE THEM FOR STORAGE
TEMPORARY BRIDGE OVER EXCAVATION	\$8,534.74	\$ -	\$ (8,534.74)	ELIMINATED AS NFWB CREATED A NEW DOOR OPENING TO AVOID NEEDING A TEMPORARY BRIDGE
2 MONTHS OF SLUDGE HOSE RENTAL DURING DELAY TIME	\$10,626.55	\$ -	\$ (10,626.55)	ELIMINATED AS THE RENTAL DELAY COST WENT FROM 2 TO 3 MONTHS
3 MONTHS OF SLUDGE HOSE RENTAL DURING DELAY TIME	\$ -	\$ 15,939.83	\$ 15,939.83	NEW RENTAL COST TO COVER RENTAL OF HOSES FOR JUNE THRU AUGUST AS PART OF DELAY IN FINISHING WORK DUE TO CONCRETE INTERFERENCE, NFWB PURCHASED THESE ON 8/31/22 SINCE THE BUYOUT WAS CHEAPER THAN RENTING FOR THE REMAINDER OF PROJECT
JOHN W. DANFORTH SCOPE OF WORK SUBTOTAL	\$ 128,067.57	\$ 95,788.18	\$ (32,279.39)	
TOTAL CONTRACTOR CHANGE ORDER COST	\$ 158,373.93	\$ 113,690.62	\$ (44,683.31)	
JM DAVIDSON ENGINEERING COST FOR ADDITIONAL CONSTRUCTION OVERSIGHT TIME DUE TO LONGER CONSTRUCTION SCHEDULE TO COMPLETE THE WORK	\$ 22,500.00	\$ 15,378.00	\$ (7,122.00)	JM DAVIDSON ELIMINATED SOME FULL TIME INSPECTION DAYS AND REPLACED THEM WITH PART TIME INSPECTION, ALSO REDUCED NUMBER OF SITE VISITS BY RELYING ON SOME ASSISTANCE FROM NFWB STAFF TO CHECK IN ON PROJECT DURING MINOR WORK ACTIVITIES
TOTAL VALUE OF CHANGE ORDER	\$ 180,873.93	\$ 129,068.62	\$ (51,805.31)	AS PART OF ELIMINATING OR CHANGING THE CONTRACTOR SCOPE AND NFWB PURCHASING HOSES THERE IS A \$51,805.31 SAVINGS ON THE CHANGE ORDER
VALUE OF DUCTILE IRON PIPE NEEDED TO MAKE THE CONNECTIONS PURCHASED UNDER THE PROJECT ALLOWANCE ITEM		\$ 12,890.25		ADDITIONAL DUCTILE IRON PIPE TO MAKE THE CONNECTION FROM THE BID SCOPE OF WORK TO THE FLANGED FITTINGS IN THE BUILDING WHICH WAS ADDED DUE TO THE CONCRETE INTERFERENCE
VALUE OF BUYOUT OF THE RENTAL HOSES FOR THE SLUDGE LINES		\$ 8,472.00		NFWB PURCHASED RENTAL HOSES ON 8/31/22 SINCE IT WAS CHEAPER THAN ALLOWING THE CONTRACTOR TO CONTINUE RENTING THEM FOR THE REMAINDER OF THE PROJECT
TOTAL VALUE OF THE WORK		\$ 150,430.87		TOTAL VALUE OF EXTRA WORK RELATED TO THE CONCRETE INTERFERENCE WITH THE SLUDGE LINES

Cost Breakdowns

Cerrone

Notes

Additional excavation & backfill & moving soil for berm	\$	3,437.74	
Concrete breaking	\$	14,208.72	
Additional Insulation Board	\$	2,014.96	
Cerrone Subtotal	\$	19,661.42	
Cerrone 10% Overhead	\$	1,966.14	
Cerrone Subtotal	\$	21,627.56	
Cerrone 5% Profit	\$	1,081.38	
Cerrone Subtotal	\$	22,708.94	
Cerrone Credits	\$	(5,659.00)	Topsoil & Seed / Paving
Cerrone Total	\$	17,049.94	
Cerrone Total w/ JWD 5% Markup	\$	17,902.44	

JWD - (All cost include 15% OH&P)

Notes

MWBE included dollars	\$	-	
Remove grating and install temp. handrail	\$	-	NFWB to Preform Work
Receive & Layout hoses	\$	23,336.97	
Connect Hoses during 4 shutdowns	\$	12,801.16	
Coordinate with Cerrone during concrete demo	\$	4,735.24	
Core holes for new tie points	\$	17,292.46	
Install new piping thru cores for Cerrone to tie on to	\$	8,881.36	
Disconnect hoses for final tie ins during 4 shutdowns	\$	12,801.16	
Demo & clean up hoses	\$	-	NFWB to move hoses for Cerrone to Backfill and Clean after
Temporary Bridge over excavation	\$	-	NFWB to cut in a new door for access
3 Month Rental of hoses - Sludge basement - work was stopped on 6-10-22	\$	15,939.83	
Purchase Temporary Hoses	\$	-	NFWB to purchase direct thru Xylem
JWD Total	\$	95,788.18	
Combined Total	\$	113,690.62	
Purchase DI Pipe & Fittings under the Allowance	\$	12,890.25	
Total	\$	126,580.87	

August 31, 2022

John W. Danforth Company
Attn: Craig Reagan
300 Colvin Woods Parkway
Tonawanda, NY 14150

Re: MCI Job #21-1064- / Utility Work - NFWB Contract 11G
PCO # 003 – Sludge Line Replacement Changes – REV 01

Dear Mr. Reagan:

Mark Cerrone, Inc. (MCI) has prepared the following estimate for work that is in addition to our contracted scope of work on the above referenced project. This work includes: Installing proposed berm - to include placing and shaping suitable fill from pipe excavation over trench to build frost protection berm over pipes. Please note breakdown below is based on using on-site materials. Concrete breaking - removing existing concrete in conflict with proposed pipe connections. Due to the proximity of the Sludge Pump Bldg foundation, MCI must safely and strategically perform this concrete breaking and removal. Asphalt Restoration – Credit. Furnish and Install 02" Rigid Insulation Board over and along sides of thickened sludge pipes between sludge building and point where 4' of cover is reached south of the electrical duct bank. Sludge Line Lawn Restoration - Credit.

MCI will provide all labor, equipment, materials, subcontractors and supervision to complete the following scope of the work, the details of which are attached in the accompanying Proposal Summary:

The above scope of work can be completed for the lump sum price of **SEVENTEEN THOUSAND FORTY-NINE DOLLARS AND 94/100 (\$ 17,049.94).**

MCI will not commence any work outlined in this proposal without a written acceptance of this proposal. Should you accept this proposal, please issue such acceptance in anticipation of issuing a formal change order.

Should you have any additional questions, please feel to call me at my office 716-282-5244 or on my cell phone, 716-352-6046.

Sincerely,

James Larcara
Project Manager
jlarcara@markcerrone.com

Mailing Address

P.O. Box 3009
Niagara Falls, NY 14304

An Equal Opportunity Employer

Physical Address

2368 Maryland Avenue
Niagara Falls, NY 14305

Safety and Quality First

21-1064 Utility Work - NFWB Contract 11G
PCO 003 - Sludge Line Replacement Changes (Proposal)

Date	Description	Labor	Equipment Owned	Equipment Rented	Materials / Services	Subcontracts	Transportation	ITEM TOTAL
	Sludge Line Replacement Changes	2,006.24	592.00		127.50		712.00	3,437.74
	Sludge Line Replacement Changes	6,018.72	5,904.00		150.00		2,136.00	14,208.72
		(1,003.12)	(370.00)		(1,302.00)		(356.00)	-
	Sludge Line Replacement Changes	1,323.36	168.00		523.60		-	2,014.96
		(1,328.88)	(304.00)		(995.00)		-	-
								-
								-
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								-
Subtotal		9,348.32	6,664.00	-	801.10	-	2,848.00	19,661.42
Overhead %		10%	10%	10%	10%	5%	10%	
Category Overhead		934.83	666.40	-	80.11	-	284.80	1,966.14
Subtotal		10,283.15	7,330.40	-	881.21	-	3,132.80	21,627.56
Profit %		5%	5%	5%	5%	0%	5%	
Category Profit		514.16	366.52	-	44.06	-	156.64	1,081.38
Category Totals		\$10,797.31	\$7,696.92	\$0.00	\$925.27	\$0.00	\$3,289.44	\$22,708.94
CREDIT SUBTOTAL								-\$5,659.00
CHANGE / T & M SUBTOTAL								\$17,049.94
BOND (% and COSTS)							0.00%	\$0.00
TOTAL AMOUNT REQUESTED \$								17,049.94

Mailing Address

P.O. Box 3009
Niagara Falls, NY 14304

Physical Address

2368 Maryland Avenue
Niagara Falls, NY 14305

Safety and Quality First

Extra / Proposed Work Cost Breakout

JOB #	21-1064	CLIENT	Danforth		DATE	
PHASE NO.	98-0030	PHASE DESCRIPTION	Sludge Line Replacement Changes		EWA #	
WORK DESCRIPTION						
Installing proposed berm - to include placing and shaping suitable fill from pipe excavation over trench to build frost protection berm over pipes. Please note breakdown below is based on using on-site materials. (1 DAY)						
LABOR						
TRADE / OCCUPATION		QTY	HRS EA	TOTAL HRS	RATE	TOTAL
Operator - A		1.00	8.00	8.00	85.36	682.88
Labor Foreman		1.00	8.00	8.00	84.67	677.36
Laborer		1.00	8.00	8.00	80.75	646.00
				-		
				-		
				-		
				-		
				-		
				-		
				-		
RATE: Niagara Highway		TOTAL HRS		24.00	LABOR COST	\$ 2,006.24
EQUIPMENT						
DESCRIPTION		# of UNITS	TIME	U/M	RATE	TOTAL
Excavator	Excavator, 100 Class	1.00	4.00	HR	93.00	372.00
Skidsteer	Bobcat w/Bucket	1.00	4.00	HR	55.00	220.00
				EQUIPMENT COST	\$ 592.00	
MATERIALS / SERVICES						
DESCRIPTION		QTY	U/M	UNIT PRICE	TOTAL	
2" ROC		10.00	TON	12.75	127.50	
					-	
					-	
					-	
					-	
					-	
				MATERIALS COST	\$ 127.50	
SUBCONTRACTS						
NAME		WORK PERFORMED			TOTAL	
				SUBCONTRACT COST	\$ -	
TRANSPORTATION						
DESCRIPTION		# of UNITS	TIME	U/M	RATE	TOTAL
-Tri-Axle Dump		1.00	8.00	Hour	89.00	712.00
						-
						-
						-
						-
						-
TOTAL HRS		8.00		TRANSPORTATION COST		\$ 712.00
TOTAL EXTRA / PROPOSED WORK COST						\$ 3,437.74

[illegible]

[illegible]

[illegible]

JOB #	21-1064	CLIENT	Danforth	DATE		
PHASE NO.	98-0030	PHASE DESCRIPTION	Sludge Line Replacement Charges	EWA #		
WORK DESCRIPTION						
Sludge Line Lawn Restoration: 2000 SF. Credit. 04" Topsoil Placement, Fine Grade, Seed.						
LABOR						
TRADE / OCCUPATION		QTY	HRS EA	TOTAL HRS	RATE	TOTAL
Operator - A		(1.00)	8.00	(8.00)	85.36	(682.88)
Laborer		(1.00)	8.00	(8.00)	80.75	(646.00)
RATE: Niagara Highway		TOTAL HRS (16.00)		LABOR COST		\$ (1,328.88)
EQUIPMENT						
DESCRIPTION		# of UNITS	TIME	U/M	RATE	TOTAL
Skidsteer	Bobcat w/Bucket	-1.00	4.00	HR	55.00	(220.00)
Truck	Truck, One-Ton Tool	-1.00	4.00	HR	21.00	(84.00)
				EQUIPMENT COST		\$ (304.00)
MATERIALS / SERVICES						
DESCRIPTION		QTY	U/M	UNIT PRICE	TOTAL	
Materials (Not Specified)	Topsoil - Delivered	(25.00)	CY	35.00	(875.00)	
Materials (Not Specified)	Seed - 50lb Bag	(1.00)	EA	120.00	(120.00)	
				MATERIALS COST		\$ (995.00)
SUBCONTRACTS						
NAME		WORK PERFORMED			TOTAL	
				SUBCONTRACT COST		\$ -
TRANSPORTATION						
DESCRIPTION		# of UNITS	TIME	U/M	RATE	TOTAL

FOAMULAR NGX F-250 2 in. x 4 ft. x 8 ft. SSE R-10 XPS Rigid Foam Board Insulation

★★★★★ (11) Questions & Answers (55)



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- Saves energy and resists moisture with limited lifetime warranty
- Blocks mildew, corrosion and rot; easy to cut and install
- Strong, lightweight pink foam panels don't require special tools
- View More Details

Niagara Falls Store

✓ 88 in stock Aisle 21, Bay 012 Text to Me

Sheathing Size: 8 ft. x 1 in. x 48 in.

2 ft. x 1 in. x 24 in.

8 ft. x 1 in. x 48 in.

8 ft. x 2 in. x 48 in.

8 ft. x 0.5 in. x 48 in.

8 ft. x 1.5 in. x 48 in.

How to Get It

Delivering to: 14304 | Change

Store Pickup
Pickup Today
FREE

Ship to Home
Not available for this item

Scheduled Delivery
As soon as Tomorrow
\$79.00

88 in stock at **Niagara Falls**
Check Nearby Stores

How much will you need?

Please note: calculations are estimates and can only be made using whole numbers.

Calculate by Square Footage

Area 1

Length:

 ft

Width:

 ft

Craig Reagan

From: Leah DiFlorio <leah.diflorio@echelonsupply.com>
Sent: Tuesday, August 9, 2022 2:24 PM
To: Craig Reagan
Subject: RE: Quote #37504

You don't often get email from leah.diflorio@echelonsupply.com. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Craig,

Thank you for your inquiry. Please see below for requested quote

- 4" x 50' HD Orange SR PVC Suction CPLD Fixed x Float - \$665.00/ea.

I appreciate your patience. Please let me know if there is anything else you need from me!

Regards,



ECHELON
SUPPLY AND SERVICE

Leah DiFlorio
Inside Sales

O: 315.451.2770 EXT: 353

Leah.DiFlorio@echelonsupply.com

www.jgbhose.com

Formerly **JGB**
Industrial Hose & Inc.

From: Craig Reagan <creagan@jwdanforth.com>
Sent: Tuesday, August 9, 2022 9:52 AM
To: Leah DiFlorio <leah.diflorio@echelonsupply.com>
Subject: RE: Quote #37504

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Leah,

Thank you for the response.

Fixed by floating is fine.

Thank you,

Craig Reagan
John W. Danforth Co.
C: (716) 583-1279

BILLING COPY - YELLOW JOBSITE COPY - PINK CUSTOMER COPY - GOLDENROD

NFWB Oct. 3, 2022 Meeting Agenda Packet - Page 99

August 31, 2022

Mr. Theodore Donner, PE
Project Manager
Clark Patterson Lee
26 Mississippi St.
Buffalo, New York 14203

**SUBJECT: CHANGE ORDER NO. 1
PROPOSAL FOR ADDITIONAL CA/RPI SUPPORT
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT 11B, EXTERIOR PROCESS PIPING IMPROVEMENTS
NIAGARA FALLS WATER BOARD NIAGARA FALLS, NEW YORK**

Dear Mr. Donner,

JM Davidson Engineering, D.P.C. (JMD) appreciates the opportunity to submit the following scope and cost proposal for the above referenced project to provide additional Construction Assistance / Resident Project Inspection to accommodate the extended project schedule resulting from the unanticipated field conditions and subsequent changes to the exterior sludge line replacements.

Based on the Contractor's updated construction schedule, there are approximately 60 days of work necessary to complete the project. A construction inspector providing part time oversight will need 144 hours to cover the additional time. This level of part time effort is based on discussions at the project meeting held on August 31, 2022, where it was decided that NFWB staff will supplement JMD staff with regular project visits two times a week and provide photo documentation of the work and a list of contractor staff and equipment on site. It is assumed that 32 hours will also be required for construction support to help with answering questions on the design, reviewing submittals for the new materials added to the scope, and assisting with record drawings and project closeout.

Currently JMD has \$4,422 remaining in our budget for Project 11B, and therefore requests our total fee for Project 11B be increased by **\$15,378**, as shown in the table below, to cover the additional work outlined above. This would increase our total authorized fee for Project 11B to \$68,343.

Job Category	Hourly Rate	Budgeted Hours	Total Fee
Project Engineer	\$130	32	\$ 4,160
Resident Project Inspector (Regular Time)	\$105	144	\$15,120
Remaining 11B Budget			(\$ 4,422)
Subtotal - Change Order No. 1			\$15,378
Original Project 11B Budget			\$52,965
REVISED TOTAL			\$68,343

Services described herein will be provided on a Time and Expense basis, and JMD will continue to provide construction support in accordance with the approved scope for the project dated August 28, 2020, and approved under Resolution # 2020-09-005.

We appreciate the opportunity to present this proposal to you and look forward to continuing working with you on this important project. If you have any questions regarding this letter, please contact me at (716) 912-1423.

Sincerely,

JM Davidson Engineering, D.P.C.

A handwritten signature in black ink that reads "Jaime M. Davidson". The signature is written in a cursive, flowing style.

Jaime M. Davidson, PE
President

NYPA ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) desires to explore the potential for energy savings and other long-term financial benefits for ratepayers and benefits for the environment associated with renewable energy and energy efficiency projects; and

WHEREAS, the Water Board has contacted the New York Power Authority (“NYPA”) Distributed Energy Resources Advisory Services (“DER Advisory Services”) group to determine whether it is feasible and would be beneficial to the Water Board to install solar panels at Water Board facilities; and

WHEREAS, NYPA DER Advisory Services offers assistance to municipal and government entities with navigating scoping, design, and implementation of clean energy projects; and

WHEREAS, preliminary investigation by the DER Advisory Services group suggests that solar installations at the Water Treatment Plant and Wastewater Treatment Plant are feasible and may be beneficial, and the Water Board now desires to advance this potential project through further scoping and feasibility analysis; and

WHEREAS, to further advance the potential solar projects, DER Advisory Services has requested that the Water Board enter into a Master Cost Recovery Agreement which outlines certain terms and conditions of the relationship between the Water Board and NYPA for such a project; and

WHEREAS, the proposed Master Cost Recovery Agreement does not itself obligate the Water Board to expend any funds or to undertake any project, and specific financial and other terms for a potential project would be the subject of a separate Consumer Project Commitment or similar document which would be subject to Water Board review and approval;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to enter into an Energy Services Program Master Cost Recovery Agreement with the Power Authority of the State of New York.

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 – no funds to be expended pursuant to this Resolution.

On October 3, 2022, 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



**NY Power
Authority**

**ENERGY SERVICES PROGRAM
MASTER COST RECOVERY AGREEMENT
BETWEEN
POWER AUTHORITY OF THE STATE OF NEW YORK
AND
[CUSTOMER]**

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ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT

This Master Cost Recovery Agreement (this “Master Agreement”), dated _____, is entered into by and between POWER AUTHORITY OF THE STATE OF NEW YORK, a corporate municipal instrumentality of the State of New York with offices located at 123 Main Street, White Plains, New York 10601 (“Authority”) and the _____, a _____ with offices located at _____ (“Customer”).

WHEREAS, Public Authorities Law §1005(17) permits the Authority, as deemed feasible and advisable by the Trustees, to finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity and certain other specified entities; and

WHEREAS, the Trustees have authorized the establishment of the Authority’s Energy Services Program (“ESP”) to include, among other things, energy efficiency projects and services, clean energy technology projects and services and high-performance and sustainable building projects and services (including technologies that reduce air and other pollution and conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services; and

WHEREAS, Public Authorities Law §1005(17) permits Customer, a statutorily eligible entity, to enter into an energy services contract with the Authority for such energy-related projects, programs and services as authorized by Public Authorities Law; and

WHEREAS, Authority and Customer desire to work together to develop and implement Projects contemplated under the ESP and to enter into this Master Agreement as more particularly set forth herein.

NOW, THEREFORE, Authority and Customer (sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in consideration of the mutual covenants and conditions contained herein and in these recitals, hereby agree as follows:

DEFINITIONS

The following definitions apply for all purposes of this Master Agreement:

“Advisory Services” means the consulting services provided by Authority or Service Providers to assist Customer in its efforts to reduce energy consumption and associated operations and maintenance costs, to realize environmental benefits, including but not limited to the reduction of air pollution; to conserve natural resources; and/or facilitate the use of clean energy sources at Customer’s Facilities.

“Advisory Services Terms and Conditions” means the additional terms and conditions set forth in Exhibit C applicable to Advisory Services Projects provided by Authority or Service Provider to Customer hereunder.

“Ancillary Documents” means documents, other than this Master Agreement and the Customer Project Commitment (and documents that modify them, such as Change Orders and Contingent Work Orders), covering information necessary for the implementation of a specific Project, such as authorizations, Substantial Completion and Operation Transfer Reports, Milestone Completion Reports and Final Inspection Reports, etc.

“Authority’s Authorized Representative” means an individual designated by Authority in accordance with Section 10.1(b) to coordinate a Project on behalf of Authority and to communicate with Customer concerning such Project.

“Authority Implemented Work” means Work undertaken by Authority for Customer as more fully set forth in a CPC (subject to the terms and conditions of this Master Agreement and any applicable Transaction Document) through the services of qualified Service Providers or Subproviders engaged by Authority.

“Authority Material Handling Fee” is a fee applied by the Authority to the cost of materials purchased directly by the Authority for a Project, where applicable, to reimburse the Authority for procurement, material handling, storage and/or restocking. The amount of such fee, when applicable to a Project, will be set forth in the CPC, as superseded by the Final CPC.

“Authority Program Fee” mean Authority’s fee applicable to each Project. Details of the Authority Program Fee will be set forth in the Compensation Schedule, attached hereto as Exhibit A, and the amount of such fee will be set forth in the CPC, as superseded by the Final CPC.

“Background Intellectual Property Rights” means Intellectual Property Rights of a Party owned, controlled, acquired, developed, invented, generated, authored, conceived or reduced to practice prior to the date of this Master Agreement, or acquired parallel to and independent of this Master Agreement or any Transaction Documents entered into under this Master Agreement.

“Capital Project” is a Project involving the design, construction, installation and/or modification of facilities and/or equipment in Customer’s Facility.

“Capital Project Terms and Conditions” means the additional terms and conditions set forth in Exhibit B applicable to Capital Projects provided by Authority or Service Provider to Customer hereunder.

“Change Order” is a Transaction Document that memorializes a modification to the CPC that cannot be made by Contingency Work Order, setting forth agreed-upon additions, deletions or revisions to the Work, and the cost and/or time impact to the Project.

“Compensation Schedule” is a schedule attached hereto as Exhibit A setting forth details about the Authority Program Fee and other relevant Project costs, where applicable, for the different services offered by Authority under this Master Agreement.

“Contingency Work Order” is a Transaction Document that memorializes the Authority’s use of the Project Contingency for a Project, such use to be reflected on subsequent CPCs that are executed for the particular Project.

“Customer’s Authorized Representative” means an individual designated by Customer in accordance with Section 10.1(a), to coordinate a Project on behalf of Customer and to assist Authority, its Service Providers and Subproviders with the implementation of the Project.

“Customer Project Commitment” or “CPC” is a Transaction Document containing terms and conditions for one or more specific Projects at a Customer’s Facility(ies) that includes, at a minimum, the location of Customer’s Facility, a detailed scope of Work (including a description of milestones, if any), the projected Project costs and any specific payment terms applicable to the Project.

“Data” refers to data, metadata, data elements, identifiers, data models, data structures, databases, information, files, documents, materials, content, libraries, code, scripts, algorithms, and any items similar to any of the foregoing, that are collected by the Authority.

“Debris” shall mean unregulated materials removed from a Customer Facility and unsuitable for further use.

“Environmental Laws” means all current and future federal, state and local laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), environmental permits, and obligations and other requirements imposed by any “Governmental Authority” (as defined herein), including New York State Department of Environmental Conservation (“NYS DEC”) Technical Administrative Guidance Memoranda and other guidance documents issued or published by any Governmental Authority, in each case, relating to pollution, protection of the environment, natural resources, or protection of human health and safety from conditions in the environment, the presence, “Release” (as defined herein) of, threatened Release of, or exposure to, “Hazardous Substances” (as defined herein), or to the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or arrangement for such activities with respect to, Hazardous Substances.

“Environmental Liabilities” means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses, and costs, relating to environmental conditions or activities, including (i) Remediation costs, engineering costs, environmental consultant and expert fees, laboratory fees, permitting fees, investigation costs, defense costs, and reasonable attorneys’ fees and expenses; (ii) any claims, demands, and causes of action relating to or resulting from any personal injury (including wrongful death), property damage (real or personal) or natural resource damage; and (iii) any penalties, fines or costs associated with the failure to comply with any Environmental Law.

“Energy Services Program” ~~ESP~~ includes energy efficiency projects and services; clean energy technology projects and services; high-performance and sustainable building programs and services (including technologies that reduce air and other pollution, conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such project, programs and services.

“Facility” means the building, structure or premises owned and/or operated by Customer that may benefit from Customer’s participation in Authority’s ESP Program.

“Final CPC” means the document that reflects the final reconciliation of Project costs and all amendments to the CPC that is issued by Authority to Customer upon completion of the Work for a Project.

“Final Inspection Report” means the report, if any, to be executed by Authority and Customer after completion of a Project.

“Hazardous Substances” means (i) any petroleum, petroleum products or byproducts, and all other regulated hydrocarbons (including without limitation, petrochemicals and crude oil), or any fraction thereof, coal ash, radon gas, asbestos, asbestos-containing material, urea formaldehyde, polychlorinated biphenyls, chlorofluorocarbons, and other ozone-depleting substances; and (ii) any chemical, material, substance, product or waste (including thermal discharges and hazardous waste) that is prohibited, limited, or regulated by or pursuant to any Environmental Laws.

“Intellectual Property Rights” means any and all intellectual property rights, including, but not limited to rights in any and all of the following: (i) technical information and know-how; (ii) discoveries, improvements, enhancements, upgrades, inventions, (whether or not patentable); (iii) patents, patent applications, patent disclosures, and any other patentable subject matter; (iv) copyrights, applications to register copyrights, works of authorship and any other copyrightable works; (v) trademarks, trade names, trade dresses, brand names, logos and similar marks; (vi) any sketches, drawings, outlines, drafts; (vii) computer software (including source code, executable code, databases, data and related documentation); (viii) trade secrets and know-how; and (ix) all improvements or modifications to any of the foregoing.

“Labor Cost” is that portion of the Total Reimbursement Costs for installation labor performed by Service Provider and Subprovider in connection with the Work performed in connection with a Project pursuant to a CPC based on this Master Agreement. Such costs will be detailed in each CPC.

“Long- Term Repayment Obligation” means the obligation of Customer to repay Authority in accordance with and subject to the terms of a loan agreement after conversion of a Short-Term Repayment Obligation.

“Material Cost” is that portion of the Total Reimbursement Costs related to equipment, materials and supplies in connection with the Work performed in connection with a Project pursuant to a CPC based on this Master Agreement. Such costs will be detailed in each CPC.

“Milestone Completion Report” means a document generated by Authority or Service Provider that identifies a milestone(s) satisfactorily completed during the progress of a Project or phase of a Project (i.e., design, construction, or otherwise), signifies Customer’s concurrence with the completion of such milestone and represents Customer’s authorization to proceed to the next milestone or phase of the Work, as applicable.

“Other Agreement” means any stand-alone agreements entered into between the Parties at any time, including, without limitation, non-disclosure agreements, privacy agreements, or grant agreements, but shall not include any Master Cost Recovery Agreement, Energy Efficiency

Services Agreement or other agreements governing services under the ESP entered into by the Parties prior to the execution of this Master Agreement.

“Processed Data” means any data, information, work product, report, model or document produced, created or prepared at any time by the Authority which is a derivative work, compilation, combination, analysis, interpretation, repackaging, or reformatting of the Data.

“Project” means any project or service undertaken through Authority’s ESP pursuant to a CPC based on this Master Agreement.

“Project Contingency” means a defined budget to be utilized at the Authority’s discretion in accordance with Section 2.3 hereof for, among other things, unexpected costs and expenses that may arise during the performance of a Project (usually calculated as a percentage of Material Cost and Labor Cost).

“Release” means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching, or migration into the environment or within any building, structure, facility, or fixture and/or the exacerbation of any preexisting condition of Hazardous Substances.

“Remediation” means the investigation (including any feasibility studies or reports), cleanup, removal, abatement, transportation, disposal, treatment (including in-situ treatment), management, stabilization, neutralization, collection, or containment of Hazardous Substances and any Release(s), that may be required to satisfy Environmental Laws, in each case, including, without limitation, any closure, restoration or monitoring, operations and maintenance activities, including any engineering or institutional controls, that may be required by any Governmental Authority after the completion of such investigation, study, cleanup, removal, transportation, disposal, treatment, neutralization, collection, or containment activities as well as the performance of any and all obligations imposed by any Governmental Authority in connection with such investigation, cleanup, removal, transportation, disposal, treatment (including in situ treatment), management, stabilization, neutralization, collection, or containment (including any such obligation that may be imposed pursuant to an Environmental permit or a consent order).

“Service Provider(s)” means a third party provider of goods and/or services that Authority, acting as the contracting entity, contracts with through its procurement policies, procedures and guidelines to perform Work in connection with a Project at Customer Facilities.

“Service Provider Fees” means the costs associated with the payment to Service Providers, its Subproviders and other third party professionals for Work performed with respect to a specific Project. Service Provider Fees will be detailed in each CPC.

“Short -Term Interest” is a cost component of the Total Reimbursement Costs of a Project representing the costs incurred by the Authority in connection with financing the delivery of a Project during the time within which such funds remain unpaid by Customer.

“Short-Term Repayment Obligation” refers to Customer’s obligation to reimburse Authority for the costs of delivering a Project, as identified in the Final CPC.

“Short-Term Repayment Obligation Maturity Date” means the date set forth in the Final CPC, no later than ninety (90) days following the approval of the Final CPC.

“Specific Subject Matter” shall mean intellectual property rights, payment and financing terms, Authority’s liability and limitation thereof, Project warranties, and amendments to this Master Agreement and/or any Transaction Documents.

“Subprovider(s)” refers to individuals or entities retained by the Service Provider(s) to perform all or part of the Work.

“Substantial Completion and Operation Transfer Report” is a document signed by the Parties signifying that the equipment and/or facilities installed at the Project have been inspected, tested and accepted by Customer.

“Third Party” means any utility company, permit agency, governmental authority having jurisdiction over a Project, any contractor or service provider hired by Customer, or any other third party that is not a Service Provider or Subprovider but is, directly or indirectly, involved in or whose approval is required in connection with, a Project and not under contract, directly or indirectly, with the Authority.

“Total Annual Energy Savings” is the estimated net reduction in Customer’s annual usage of (a) energy service, (b) other utilities including, but not limited to, water and sewer, and (c) any related operation or maintenance savings, if applicable, resulting from the installation of one or more energy conservation measures in accordance with this Master Agreement.

“Total Reimbursement Costs” is the sum of all of the costs of a Project as set forth in the CPC and Final CPC, including, but not limited to, to the extent applicable to such Project: (1) Material Cost; (2) Labor Cost; (3) the amount of the Project Contingency applied as a Project cost; (4) Service Provider Fees; (5) Authority Program Fee; (6) Short-Term Interest; and (7) other Project-related costs and expenses.

“Transaction Document(s)” means with respect to a Project, this Master Agreement and any related Customer Project Commitment and any document that modify them, such as Change Orders and Contingency Work Orders.

“Waste” refers to waste PCBs (as defined by the United States Environmental Protection Agency (“USEPA”) in 40 CFR Part 761) and hazardous waste (as defined by the USEPA in 40 CFR Part 261 and the NYS DEC in 6 NYCRR Part 371) as well as other material regulated for purposes of release, reuse, disposal, or recycling (e.g. CFCs, ethylene glycol, mercury, oil, asbestos), which form a part of the equipment removed from Customer Facilities due to implementing the Work. Disposal of such Waste shall be conducted in accordance with the provisions set forth in Article IV.

“Work” means the services performed for Customer for a selected Customer Facility pursuant to this Master Agreement and the other Transaction Documents for a Project. The scope of Work shall be described in the CPC, as amended by subsequent Change Orders, Contingency Work Orders, and the Final CPC.

ARTICLE I

SCOPE AND APPLICATION OF AGREEMENT; ORDER OF PRECEDENCE

1.1 Transaction Documents. In connection with each Project, the Parties will, either concurrently with or subsequently to this Master Agreement, enter into one or more Customer Project Commitments, or similar memoranda, that define a specific Project(s) and the costs and fees associated with such Project, and associated Ancillary Documents. Except as otherwise expressly set forth therein, all Transaction Documents, upon execution by the Parties, shall be governed by the terms and conditions of this Master Agreement. Each Transaction Document shall contain a specific reference to this Master Agreement and CPC, as applicable. This Master Agreement does not obligate Authority to accept requests for Projects issued by Customer or obligate any Party to enter into a CPC.

1.2 Entire Agreement. Subject to the provisions of Section 1.4 below, with respect to a Project, this Master Agreement (including Exhibits A, B, and C and any other exhibits, schedules or appendices hereto) and any Transaction Document which specifically references a Project, constitute the entire agreement between Authority and Customer concerning such Project, and supersedes all prior negotiations, representations, contracts and agreements concerning such Project.

1.3 Conflict and Order of Precedence. In the event of a conflict between the terms of this Master Agreement and the terms and conditions set forth in another Transaction Document, or between the terms of two or more Transaction Documents in effect for a Project, the order of precedence shall be as follows: (i) the terms of the CPC for such Project (as amended by Contingency Work Orders and/or Change Orders and as superseded by the Final CPC) but solely with respect to the price (i.e., the Project's Total Reimbursement Costs), payment and financing terms, and scope of Work (including description of milestones) of the Project; (ii) the terms of this Master Agreement; (iii) the remaining terms of the Project CPC; and (iv) the terms of any Ancillary Document. Notwithstanding the foregoing, the Parties agree that with respect to Specific Subject Matters, if the terms of a Transaction Document concerning a Specific Subject Matter are more favorable to Authority than the respective terms set forth in this Master Agreement, the more favorable terms of the Transaction Document shall prevail with respect to the Project to which it relates. (By way of example, if a Transaction Document includes a term that disclaims any warranties by Authority (or Service Provider) for Work performed, such term would prevail over the warranties set forth in Section 7.1. hereof.)

1.4 Other Agreements. This Master Agreement supersedes all Master Cost Recovery Agreements, Energy Services Agreements or other agreements governing services under the ESP entered into by the Parties prior to the execution of this Master Agreement. Notwithstanding the foregoing, this Master Agreement does not supersede and does not apply to any Other Agreements existing between Customer and Authority. Any projects which Authority has undertaken or undertakes at Customer Facilities pursuant to such Other Agreements, or under prior Energy Services Agreements under which projects remain incomplete as of the date of this Master Agreement, shall be governed by those agreements and related documents, unless otherwise agreed

in writing. Termination of this Master Agreement shall have no effect on the Other Agreements which will remain in full force and effect according to their respective terms.

1.5 Amendments. This Master Agreement and any other Transaction Document executed in connection herewith may be amended only in writing signed by an authorized officer or designee of Authority and Customer.

ARTICLE II

GENERAL PROJECT STRUCTURE

2.1 Customer Project Commitment or CPC. For each Project undertaken under this Master Agreement, the parties will enter into one or more CPC(s), each of which will state the specific terms and conditions applicable to such Project, segregating the Project into logical phases to be performed consecutively. Each CPC will include, at a minimum, the phasing plan setting forth how the Project will proceed, the location of Customer's Facility, scope of Work, (including description of milestones, if any), projected Total Reimbursement Costs, and payment terms.

The Authority is not obligated to commence any Work for a particular Project unless or until a CPC is executed by Authority and Customer. Notwithstanding the foregoing, the Parties may agree to expedite the commencement of a portion of the Work associated with a particular Project prior to the execution of a CPC provided that the Parties memorialize such agreement prior to the commencement of such Work in a writing that sets forth the specific items of Work to be commenced and the associated cost of such Work. In such event, Customer agrees to bear the costs of any Work undertaken by Authority or its Service Providers for Customer in preparation for or with respect to such Project or potential Project even if no CPC is ultimately executed.

2.2 Final CPC. As soon as practicable following completion of the Work and receipt of all invoices associated with a Project, Authority will generate a Final CPC which will include all Contingency Work Orders, and all agreed-upon Change Orders, if any. The Final CPC will reconcile the Total Reimbursement Costs set forth in the CPC on the basis of Authority's actual costs and will supersede all prior CPCs. The Final CPC shall also describe the Project-specific terms for the Work completed at the Facility or Facilities, Customer's Short-Term Repayment Obligation, and the final repayment terms. Authority and Customer shall execute such Final CPC, which shall be "deemed executed" unless Customer disputes such Final CPC in writing within forty-five (45) days of the Authority's transmission thereof. If Customer timely disputes the Final CPC, then the Parties shall endeavor to resolve the dispute as expeditiously as possible in accordance with the procedures set forth in Section 12.2; provided, however, that Customer shall pay any undisputed amounts of Customer's Short-Term Repayment Obligations set forth in the Final CPC in accordance with Article V hereof.

2.3 Contingency Work Order. If unexpected costs and expenses arise during the performance of a Project, the Authority may utilize the Project Contingency, provided that (i) the scope modifications, if any, are consistent with the general nature of the Project; (ii) the modifications do not render the Project ineligible under the Authority's Energy Services Program requirements; and (iii) the cumulative increased Project costs do not exceed the Project Contingency. Contingency Work Orders may be utilized to account for, among other things,

remedial work required due to design or construction omissions (whether remedial work is caused by omissions of Authority, its Service Providers or Customer) to the extent that the requirements set forth above are met. If the requirements for a Contingency Work Order are not met, Authority and Customer may negotiate a Change Order as described in Section 2.4 below.

As the Project Contingency is utilized, the Authority will issue a Contingency Work Order, which shall be effective upon issuance and automatically update the terms of the respective CPC without the need for express Customer approval. Any objections to the manner in which the Authority is utilizing the Project Contingency must be raised by the Customer in writing to the Authority within seven (7) days of the Authority's issuance of any such Contingency Work Order, or such other period of time identified in the Contingency Work Order. Failure to comply with this notice requirement by the Customer will be deemed a waiver of any claim that (i) the Project Contingency was used improperly; or (ii) that payment on account of such Contingency Work Order is disputed. Upon request, the Authority will provide Customer with periodic reports that establish an accounting of how the Project Contingency is being utilized.

2.4 Change Order. Any party to a CPC may at any time by written notice to the other party request modifications to the Work described in the executed CPC. Authority shall provide Customer with a written analysis of the effects of the requested modification(s) and, provided that the requested modification(s) do not materially alter the general scope of the Project, the Parties will negotiate a Change Order to the CPC. No Change Order shall take effect until it is approved within the time period specified in the Change Order by Authority and by Customer in accordance with Customer's procedures to authorize amendments to the CPC. In the event of a dispute over a request for a Change Order, Authority may elect to proceed with the Work in accordance with the scope of Work as set forth in the CPC (as revised by agreed-upon Change Orders and/or Contingency Work Orders), or the dispute may be treated under the provisions of Section 12.1 hereof.

2.5 Unforeseen Circumstances or Conditions. In the event that circumstances or conditions at Customer's Facility are encountered after a CPC is executed, that may require changes to the Project schedule and/or result in an increase to the Total Reimbursement Costs of the Project, Authority shall as soon as practicable notify Customer. The CPC shall be revised by a Contingency Work Order or a Change Order, as applicable, to incorporate necessary changes to the Project schedule, the scope of Work and/or any increase in the Total Reimbursement Costs, as a result of the existence of the unforeseen circumstance or condition. Customer shall assume any increase in costs as part of its Short-Term Repayment Obligation.

2.6 Third Party Obligations. The Authority shall not be held responsible for any action or failure to act of Customer, its officers, employees, agents, representatives or any Third Party, including, but not limited to, any delay in issuance or any non-issuance of a permit or approval necessary to perform or close out the Work under a Project. Any changes to the Project schedule or scope of Work or any increase in the Total Reimbursement Costs caused by such act or failure to act, shall be Customer's responsibility. If the Third Party conduct necessitates the issuance of a Change Order to compensate the Authority for any changes to the Project schedule, scope of Work or Total Reimbursement Costs resulting from such act or failure to act, Authority may suspend its Work on the Project until Customer approves such Change Order. If Customer fails to approve the Change Order within thirty (30) days of its issuance or the Project is suspended as a

result for more than ninety (90) days, Authority, in its sole discretion, may terminate all Project Work and issue a Final CPC as provided in Section 3.4(d) below.

2.7 Execution and Disputes Regarding Reports. The execution of a Milestone Completion, Final Inspection, Substantial Completion and Operation Transfer Report or similar report(s) shall not be unreasonably withheld by either Party, and the Parties shall endeavor to fully execute such report within thirty (30) days after its submittal to Customer or it shall be deemed executed unless it was disputed by Customer in writing within such thirty (30) day period. In the event of any disputes by Customer with respect to such report(s), the Parties shall endeavor to resolve such dispute as expeditiously as possible in accordance with Sec. 12.1 hereof.

2.8 Limitation on Work in Certain Premises. Absent the express written consent of Authority, no Work of any kind shall be performed in any premises of Customer used for private business use within the meaning of Section 141(b) of the U.S. Internal Revenue Code of 1986, as amended.

2.9 Eligibility Criteria. Projects will be undertaken on an individual basis in Customer's Facilities as deemed feasible and advisable by Authority and mutually agreed to by Authority and Customer. A Project will not proceed unless it satisfies (as determined by Authority in its sole discretion) Authority's requirements related to reduction in overall primary energy costs, energy conservation, results in environmental benefits and/or other requirements of the Authority's Energy Services Program, then in effect.

ARTICLE III

SUSPENSION AND TERMINATION OF PROJECTS

3.1 Suspension of Work.

(a) Suspension by Customer. Customer may direct Authority to suspend Work at any Customer Facility by written notice to Authority. Authority, and the Service Providers and Subproviders, will thereupon cease Work at that Facility as soon as practicable.

(b) Suspension by Authority. In addition to any other right by Authority to suspend Work on a Project set forth herein, Authority may suspend Work at any Customer Facility if any of the following occurs: (i) Customer fails to make payment to Authority when due; and such payment default continues for a period of ten (10) days after written notice thereof by Authority to Customer; (ii) circumstances or conditions at Customer's Facility are discovered after a CPC is executed which require changes to the Project and/or result in an increase to the Project's Total Reimbursement Costs that cannot be covered by the use of any remaining Project Contingency budgeted for the Project; (iii) a Third Party's act or failure to act causes a delay to the critical path of the Project schedule that continues for a period of thirty (30) days after written notice thereof by Authority to Customer; (iv) a delay caused by a Force Majeure event continues for a period of fifteen (15) consecutive days; (v) the existence of a hazard not caused by Authority or its Service Provider(s) that threatens the safety and protection of the site, its inhabitants or the public; or (vi) the existence of an unforeseen circumstance or condition the correction of which could reasonably be expected to (A) create an unreasonable risk for Authority or Service Provider

not ordinarily associated with projects of similar size and scope (as determined by Authority); (B) create a threat to life or safety of the inhabitants or the public in general, or (C) violate applicable federal, state or local laws, regulations, codes or standards.

(c) Liability for Cost Increase as Result of Suspension. The suspension of Work by either Party pursuant to the provisions of this Section 3.1 may adversely impact the Project schedule, the scope of Work and/or the Total Reimbursement Costs. The CPC may be revised by a Contingency Work Order or Change Order, as applicable, to incorporate any necessary changes. Customer shall assume any increase in the Total Reimbursement Costs in full as part of its Short-Term Repayment Obligation unless the suspension was caused by the gross negligence or willful misconduct of Authority, its Service Provider or Subprovider, in which case Customer will not be responsible for any increase in the Total Reimbursement Costs to the extent such increase is caused by such gross negligence or willful misconduct.

(d) Resumption of Work After Suspension. In the event Work on a Project was suspended by a Party (whether pursuant to this Section 3.1 or otherwise), Authority and Customer have to agree in writing that Work shall resume before any Work on the Project can continue. In the event Work is suspended for more than ninety (90) days, Authority, in its sole discretion, may terminate Work for that Project and Authority shall issue a Final CPC as provided in Section 3.4(d) below.

3.2 Emergency. If an emergency results in or could reasonably be expected to result in personal injury or loss of life or damage or harm to property or public safety, Customer, acting in good faith in order to prevent, avoid or mitigate personal injury or loss of life or damage or harm to property or public safety may direct a Service Provider to suspend Work. Customer shall provide written notification to Authority of the suspension and events leading up to the suspension within eight (8) hours after the emergency has been stabilized. Sections 3.1(c) and (d) shall also be applicable to a suspension under this Section 3.2.

3.3 Termination of a Project. Authority may terminate a Project (and the related CPC) at any time upon thirty (30) days' prior written notice to Customer. In addition, the following incidents shall be deemed to immediately terminate a Project: (i) closure, abandonment, destruction or material damage to the Facility for which Project Work is being performed; (ii) reduction or elimination of energy savings or other modification to the Project that, in the Authority's opinion, renders the Project ineligible under the Authority's requirements for inclusion in its Energy Services Program, whether due to removal, by-passing or alteration of equipment or due to any unforeseen event; (iii) discovery of asbestos or other hazardous material in Customer's Facility that impedes the execution of the Work; and (iv) failure by Customer to make payment to Authority when due and such payment default continues for a period of thirty (30) days after written notice thereof by Authority to Customer.

3.4 Actions Upon Project Termination or Cancellation. In the event that a Project is canceled or terminated in whole or in part subsequent to execution of a CPC but prior to completion of such Project, Authority shall:

(a) Discontinue or direct Service Provider(s) to discontinue all Work and the placement of all orders for materials, equipment or labor otherwise required for the Project or terminated part of the Project, as applicable;

(b) Cancel or direct Service Provider to cancel all existing orders and subcontracts related to performance of the Project or terminated part of the Project, as applicable;

(c) Take actions reasonably necessary, or as directed by Customer in writing, for the protection and preservation of the Work and all Project-related equipment, materials and property within Authority's or Service Provider's possession and control; and

(d) Issue a Final CPC covering (i) that portion of the Total Reimbursement Cost (excluding the Authority Program Fee) actually incurred by Authority at or prior to such termination/cancellation both for the performed and for the terminated portion(s) of the Work (including, but not limited to, non-cancelable material and equipment not yet incorporated into the Work); (ii) the costs for any additional services performed by Authority or Service Provider pursuant to 3.4(c) hereof; (iii) any wind-down costs incurred by Authority and its Service Providers and Subproviders as a result of the termination/cancellation, along with Service Providers' and Subproviders' reasonable and customary overhead and profit on the Work not executed; and (iv) the Authority Program Fee. The Authority Program Fee for a Project that is terminated or canceled prior to completion shall be as set forth in the Compensation Schedule, unless otherwise agreed upon by the Parties in the CPC.

ARTICLE IV

ENVIRONMENTAL PROVISIONS

4.1 Hazardous Materials and Disposal of Waste and Debris.

(a) General Responsibilities. With respect to Authority Implemented Work, Authority shall require that Service Provider and/or Subprovider (as applicable) be responsible for environmental air monitoring and thoroughly cleaning the job site, including the removal of Waste and Debris generated as a result of a Project. Such removal may involve the management, transportation and disposal of Waste and Debris. If in the course of performing the scope of the Project Work as described in the CPC for any Authority Implemented Work, Authority encounters existing Hazardous Materials, including but not limited to Waste, any such materials shall be handled, transported and disposed of in accordance with applicable local, state and federal laws and regulations, as well as Authority's policies and procedures.

(b) Customer is Generator of Waste. The Customer acknowledges that, in accordance with USEPA and NYS DEC regulations, it is, and remains the Generator of, and holds title to, any Waste encountered during Work performed pursuant to this Master Agreement. If the Customer holds a Hazardous Waste "Generator Identification Number" for the specific site where work is being performed (as defined in Section 3010 of Subtitle C of RCRA), that number will be utilized for any and all hazardous waste disposal. If a Hazardous Waste "Generator Identification Number" does not exist, one may need to be obtained from the USEPA for each site from which Authority removes Waste. The Customer authorizes Authority, where required by USEPA and/or

NYS DEC regulations, to apply in the name of the Customer for Hazardous Waste Generator Identification Numbers in order to dispose of Waste pursuant to this Master Agreement and to act as the contact Party for such applications. To the extent that the Customer is the generator of the Waste, a duly authorized representative of the Customer must sign such applications when requested by Authority. The Customer also authorizes Authority, where required by USEPA and/or NYS DEC regulations, to prepare, in the name of the Customer, any manifests or other forms required for the disposal of the Waste generated pursuant to activities under this Master Agreement. A duly authorized representative of the Customer shall sign any manifests or other shipping records required to ship Waste offsite for disposal.

(c) Notification and Cost of Waste Disposal. With respect to Authority Implemented Work, Authority shall advise Customer (whenever possible, in advance of removal) where material determined to be Waste has been encountered which must be disposed of pursuant to USEPA and NYS DEC regulations. Authority shall keep the Customer fully informed of Authority's activities on its behalf and shall provide the Customer with copies of all applications and other materials provided or received in connection with actions taken pursuant to this authorization. The direct costs of Waste disposal will be included in the Final CPC. Any costs to Authority relating to the Project that may arise subsequent to the time the Final CPC is executed (or deemed executed) under present or future laws or regulations due to pollution, clean-up or otherwise at the site of disposal shall be borne by the Customer. If, however, such costs are due to the negligence or willful acts of Authority's Service Provider or Subprovider or due to the willful acts of Authority, the Customer shall not be responsible. With respect to Authority Implemented Work, Authority shall use reasonable diligence in overseeing the removal and disposal of Waste, shall maintain complete and accurate records thereof, and shall make those records available to the Customer upon request. In addition, any existing equipment determined by the Customer to be useful to the Customer may, at the Customer's request, be retained by the Customer and shall be the sole responsibility of the Customer.

(d) Customer Disposal of Waste. Notwithstanding the foregoing, the Customer shall have the option of disposing of Waste and Debris generated as a result of a Project at its own expense in accordance with all applicable local, state and federal laws and regulations, as well as Authority's policies and procedures.

4.2 Remediation. The Customer shall be responsible for the performance of any Remediation required under applicable local, state and federal Environmental Laws in order to address the existence or suspected existence of Hazardous Substances in, on, or under the job site that are discovered or encountered during Work performed and any Release or threatened Release in, on, under, over or migrating to, from or through the job site. The Customer shall promptly take all actions as are necessary to perform Remediation of any such Release or Discovery, and such other work as may be required by any Governmental Authority to safeguard the health, safety or welfare of any persons, the land and any improvements thereon or there under, from any Release or threatened Release or Discovery. In the case any Remediation is required, the Customer shall be responsible for restoring the affected portion or portions of the job site, together with any and all affected soil and groundwater, to the functional and topographical condition that existed prior to the Release and Remediation, as well as to the condition required by Environmental Laws, and as necessary to satisfy the requirements of any Governmental Authority exercising jurisdiction with respect to the job site for such Release or Discovery.

4.3 Environmental Indemnification. Customer shall be solely responsible for any and all loss, damage or injury to persons or property and for any cleanup costs associated with any site where Waste and Debris are disposed of or comes to be situated including, but not limited to, response and remedial costs. In addition, to the extent permitted by law, the Customer shall, at its sole cost and expense, indemnify, defend and hold harmless Authority and the State of New York against any loss, liability (including, without limitation, judgments, attorney's fees, court costs, penalties or fines), or expenses of any type (including, but not limited to, required corrective actions) which Authority or the State of New York incurs because of injury to, or death of any person, or on account of damage to property, or any other claim arising out of, in connection with, or as a consequence of (a) the disposition or use of retained equipment by the Customer or anyone for whose acts the Customer may be liable, and (b) any cleanup costs associated with any site where Waste and Debris are disposed of or come to be situated traceable to such Waste and Debris including, but not limited to, response and remedial costs.

ARTICLE V

RECOVERY OF COSTS/REPAYMENT OBLIGATION

5.1 Project Cost. Authority shall initially pay for and/or incur costs for all components of the Total Reimbursement Costs applicable to a Project at the selected Customer Facility. Customer agrees to pay the Authority the Total Reimbursement Costs specified in the respective CPC as reconciled by the Final CPC.

5.2 Total Reimbursement Costs. The following components of the Total Reimbursement Costs may be delineated in a CPC for a particular Project:

(a) Material Cost. The Material Cost represents the cost of materials, equipment, fixtures, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

(b) Labor Cost. The Labor Cost represents (i) the sum of all wages paid to skilled trade and craft workers, plus employee benefits, payroll taxes, insurance and related costs; or (ii) the fees paid to skilled trade and craft workers that are not employees, in each case as represented on the Service Providers' or Subproviders' invoice.

(c) Project Contingency. The Project Contingency, or a portion thereof, actually applied by the Authority to the Project as set forth in a Contingency Work Order.

(d) Service Provider Fees. The Service Provider Fees represent the costs associated with the payment of Service Providers, Subproviders and other third party professionals based on actual invoices, individual billing rates based on hourly increments, or a percentage fee applied to certain Project costs, plus reimbursable expenses;

(e) Authority Program Fee. The Authority Program Fee reimburses Authority for services provided by Authority during the implementation of a Project. The Authority Program Fee can be based on a percentage fee applied to certain Project costs, a lump sum fee, individual

billing rates based on hourly increments and/or other fee arrangements identified in the Compensation Schedule.

(f) Short-Term Interest. Short-Term Interest reimburses the Authority for costs incurred in connection with financing the delivery of a Project. It is based on the underlying source of funds chosen by the Authority, in its sole discretion, to finance a Project during its implementation and may vary depending upon the actual financing product the Authority selects. In addition to the actual interest expense incurred by the Authority on the short-term debt issued for Project expenses, Short-Term Interest may include additional fees for administering the financing program including but not limited to costs incurred to secure liquidity facilities, remarketing services, purchase of an interest rate cap(s), issuing and payment agents and other financing related costs and credit premiums, if any.

(g) Other Project-Related Costs. Other Project-related costs may include Authority Material Handling Fee, Waste disposal costs, additional Project-specific insurance, surety bond costs, specialty services and other Project-specific costs not otherwise included in any of the above categories.

5.3 Billing. The specific billing method for each Project is set forth in the CPC and/or the long-term financing agreement associated with the particular Project. The final repayment amount due to the Authority will be the Total Reimbursement Costs as reconciled in a Final CPC to reflect adjustments to account for payments made or additional charges incurred by Customer and will constitute the Customer's Short-Term Repayment Obligation. In the event a Project is terminated before completion, Authority shall issue a Final CPC as provided in Section 3.4(d).

5.4 Payment.

(a) Payments. Customer shall pay any invoiced amounts to Authority within thirty (30) days of Customer's receipt of Authority's invoice. Any outstanding amounts not paid within such thirty (30) day period shall accrue additional Short-Term Interest until the date when payment is made in full. Such additional Short-Term Interest will be reflected on subsequent invoices and/or the Final CPC.

(b) Late Payment. Customer's final Short-Term Repayment Obligation shall be fully repaid on or before the Short-Term Repayment Obligation Maturity Date. Any amount due and unpaid on the Short-Term Repayment Obligation Maturity Date shall be subject to interest in accordance with the late payment rate set forth in State Finance Law §179(g).

5.5 Grants and Funding. Authority may pursue and apply for grants or other available funding for the respective Project, where applicable, when authorized by Customer. The Customer may assign the right to receive such grants or other available funding to the Authority, and the Authority may, at its sole discretion, accept such assignment. If Authority accepts such assignment, the Authority will apply the funds to reduce the Total Reimbursement Costs, provided the funds are actually received by the Authority by the Short Term Repayment Obligation Maturity Date.

5.6 Long-Term Financing for Capital Projects. Should Customer financing to satisfy its Short Term Repayment Obligation for a Capital Project, the Customer may apply for long-term financing through the financing products offered by the Authority to convert Customer's

Short-Term Repayment Obligation to a Long-Term Repayment Obligation. The Authority at its sole discretion may make a long-term financing option available to the Customer. This is a fixed rate long-term financing product provided by the Authority in collaboration with a third-party. General parameters include:

- Rates will be based on a fixed rate (Authority borrowing rate or equivalent) adjusted for customer's credit, term of agreement or other factors as appropriate;
- Available for the period after project acceptance and closing; and
- Funding is contingent on the execution of appropriate financing documentation containing customary terms and conditions including representations, warranties, covenants, legal opinions and other conditions precedent.

The Authority will endeavor to provide options for the Customer to make financing payments as a monthly billing surcharge to the Customer's electrical supply bill under the then-effective power supply agreement between the Customer and Authority (it being understood if a Customer is not served by the Authority, such monthly billing will not be a surcharge but rather a separate invoice for the repayment amount due).

The Authority from time to time may modify its financing offer and/or develop/offer new Project or program financing mechanisms to Customers. Details on future financing products will be provided and agreed on a Project- or program-specific basis either through a separate document or amendment to this agreement.

Regardless of whether the Customer elects to utilize any of the Authority's available financing products, the Customer is responsible for satisfying its Short Term Repayment Obligation within the time constraints set forth herein.

If the Customer elects to apply for Long Term Financing, it shall submit a loan application a minimum of 90-days prior to anticipated Final CPC execution. If Customer's application for long-term financing is approved by the Authority, the Parties' obligations with respect to such financing will be set out in an amendment to this agreement, the CPC, or as a separate agreement, with terms and conditions agreed to by the Parties.

ARTICLE VI

INSURANCE REQUIREMENTS

Authority's agreements with the Service Providers shall provide that the Service Provider or Subproviders shall obtain and maintain the policies of insurance with the identified limits set forth in Section 6.1, unless additional policies of insurance and/or higher limits are required under the applicable CPC. The costs of such insurance will be part of the Total Reimbursement Costs.

6.1 Insurance Requirements:

(a) Workers' Compensation (inclusive of New York State disability benefits) and Employer's Liability coverage;

(b) Commercial General Liability insurance policy, including Contractual Liability and Products/Completed Operations Liability coverages, with limits of not less than \$2,000,000 per occurrence for bodily injury and not less than \$2,000,000 for property damage, such policies naming Authority, Customer and the State of New York as additional insureds under the policy;

(c) Automobile Liability coverage with a minimum limit of \$1,000,000 per accident; and

(d) if required under the applicable CPC:

(i) Pollution Liability, including coverage for asbestos abatement, with minimum limits of \$1,000,000 per occurrence;

(ii) Professional Liability insurance with a minimum limit of \$1,000,000; and

(iii) Builder's risk insurance in the amount of the estimated Total Reimbursement Cost to be issued on a replacement cost basis without optional deductibles and will include the interests of Customer, Authority, and the Service Providers. Such insurance shall be maintained until final payment has been made by Customer to Authority.

6.2 Adjustments. The types of insurances required and/or policy limits listed in Sections 6.1 above may be adjusted as Customer and Authority deem appropriate in connection with a specific CPC. The form and sufficiency of each insurance policy required to be obtained hereunder by the Service Provider or Subprovider shall be subject to approval by Authority. Authority shall hold all Certificates of Insurance submitted to the Authority by its Service Providers and Subproviders with respect to any Project implemented under this Master Agreement.

6.3 Customer Insurance Requirements. With specific regard to the ESP equipment, for so long as any portion of Customer's Short-Term or Long-Term Repayment Obligation, as applicable, remains unpaid, Customer shall procure an all risk policy of insurance which will insure the equipment for full replacement cost value against loss while the equipment is in Customer's care, custody and control. The insurance policy shall name Authority and the State of New York as additional insured and loss payees, and shall contain a full waiver of subrogation against Authority, its agents, Service Providers, Subproviders and the State of New York. Customer shall also procure a Commercial General Liability insurance policy with minimum limits of \$5,000,000 per occurrence for bodily injury and property damage naming Authority and the State of New York as additional insured. In lieu of obtaining all risk and commercial general liability insurance, Customer may request in writing to Authority to self-insure against risk of loss. Authority may approve or deny such request in its sole discretion. Customer agrees to provide any relevant documents or information requested by Authority in order for Authority to make the determination that Customer has sufficient resources to self-insure. The decision to self-insure will not relieve Customer of any of the obligations imposed herein and shall afford Authority the protection against loss and rights it would have received, if Customer had obtained such policies of insurance.

ARTICLE VII

WARRANTIES, DAMAGES, LIABILITY, ETC.

7.1 Service Provider's Warranty Requirements. Authority's agreements with its Service Providers shall provide that all Work performed and any materials provided by the Service Providers under the agreements shall be free from any defects. Such agreements shall further provide that any defective Work or materials identified within one (1) year after (i) execution (or deemed execution) by the Parties of a Substantial Completion and Operation Transfer Report or (ii) if no such report must be signed, completion of the Project, shall be promptly corrected, repaired, replaced, re-performed or otherwise remedied by the Service Provider and/or Subprovider(s) at no additional expense to Customer. Authority's agreements with Service Providers shall also provide that any manufacturers' warranties for equipment installed at Customer's Facilities be assigned to Customer.

Authority shall have no obligation to assist Customer with any warranty claims against a Service Provider or equipment manufacturer. Customer shall coordinate any warranty claims directly with the respective Service Provider or equipment manufacturer.

7.2 Authority Warranty Disclaimer. THE WARRANTY PROVIDED BY SERVICE PROVIDER AND THE ASSIGNED WARRANTIES OF THE EQUIPMENT MANUFACTURERS ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. AUTHORITY EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION OR QUALITY NOT EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW. NO AFFIRMATION OF AUTHORITY, BY WORDS OR ACTION, SHALL CONSTITUTE A WARRANTY. DESCRIPTIONS, SPECIFICATIONS, DRAWINGS, AND OTHER PARTICULARS FURNISHED TO CUSTOMER ARE ONLY ESTIMATES AND DO NOT CREATE A WARRANTY.

7.3 Projected Energy Savings. Authority and its Service Providers shall use their best efforts to prepare accurate engineering estimates. After energy efficiency Work is completed in Customer's Facility, it is the intent and expectation of the Parties that Customer's annual energy usage for that Facility shall not increase above the pre-installation level except due to changes in rates or increases in usage not related to the implementation of the ESP Work. Customer is responsible for providing Authority with accurate information concerning the operation of its Facility. Customer understands that the projected energy savings are based upon such Customer input. It is Customer's sole responsibility to ensure that the expected energy savings meet Customer's satisfaction at the time the CPC for a Project is executed.

AUTHORITY HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ENERGY SAVINGS PROJECTED BY AUTHORITY OR OTHERWISE EXPECTED BY CUSTOMER THAT CANNOT BE ACHIEVED.

7.4 Uncontrollable Forces. Authority shall not be responsible for delays or failures in performance resulting from occurrences beyond its reasonable control including, but not limited to, acts of God, strikes, walkouts, acts of war, or any law, regulation, or action of any court or

governmental authority, fire, malfunctions in communication lines or computer hardware, power failures, shipping or delivery delays or other events caused by those not party to this Master Agreement (including, without limitation, any Third Parties, and any Service Providers or Subproviders of Authority). In the event Authority or the Service Providers or Subproviders are unable to fulfill any obligations hereunder by reason of such uncontrollable forces, Customer will be notified in writing and the completion dates described in the CPC will be extended by the amount of additional time reasonably necessary to complete the Work. If necessary, Authority will issue a Contingency Work Order or a Change Order, as applicable.

7.5 Damages, Indemnification by Service Provider.

(a) Damages. Authority's agreements with the Service Providers shall include a provision that all damage of whatever nature resulting from the performance of the Work or resulting to the Work during its progress, from whatever cause shall be borne by the Service Provider, and all Work performed shall be solely at the Service Provider's risk until the Work has been finally inspected and accepted by Authority. The Service Provider, however, shall not be responsible for damages resulting from gross negligence or willful misconduct of officials or employees of Authority or Customer.

(b) Indemnification. Authority's agreements with the Service Providers will include a provision that to the extent permitted by law, the Service Provider shall assume the entire responsibility and liability for and defense of, and pay and indemnify, Authority, Customer, and the State of New York (where a Project undertaken for Customer is located on property of New York State), against any loss, damage, expense or liability and will hold each of them harmless from and pay any loss, damage, cost or expense (including without limitation, judgments, attorney's fees, and court costs) which Authority, Customer or the State of New York incur because of injury to or death of any person or on account of damage to property, or any claim arising out of, in connection with, or as a consequence of, the performance of the Work and/or any act or omission of the Service Provider or any of its Subproviders, employees, agents or anyone directly or indirectly employed by the Service Provider or anyone for whose acts the Service Provider may be liable.

7.6 Limitation of Authority's Liability.

(a) Obligation to Exhaust Remedies against Service Provider. In the event of any alleged Authority liability to Customer, Customer shall first pursue and exhaust all remedies in law against the Service Providers and Subproviders and under the insurance identified in Article VI above and carried by the Service Providers and Subproviders before making any claim or taking any action against Authority.

(b) Exclusion of Indirect, Incidental, Consequential Damages. To the fullest extent permitted by law, Authority shall not be liable to Customer, for any indirect, special, incidental, or consequential damages of any kind (including without limitation, any loss of property or equipment, loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities) related to or arising in connection with this Master Agreement or any other Transaction Document executed in connection herewith, regardless of the

form of action (whether in contract, tort or otherwise), even if Authority has been advised of the possibility of such damages.

(c) Total Liability Cap. The Parties agree that in no event shall Authority's total liability (whether in contract, tort or otherwise) for all claims relating to a Project exceed ten percent (10%) of the Total Reimbursement Costs for such Project set forth in the respective CPC.

(d) No Limitation of Service Provider/Subprovider Liability. Nothing in this Section 7.6 shall be construed as limiting the liability of a Service Provider or Subprovider to Authority or Customer in connection with the performance of such Service Provider's or Subprovider's Work on Customer's premises.

(e) Customer agrees that in no case will it seek to enforce its claims for any remedy under this Master Agreement by withholding payments due under any other agreements with the Authority, or its assignees, including but not limited to any amendment to this Master Agreement, a CPC, or separate financing agreement to satisfy the Customer's Short- or Long-Term Repayment Obligation.

7.7 Customer's Responsibility for Project Equipment and Performed Work. Upon delivery at Customer's Facility, Customer shall be responsible for all damage to all Project materials, supplies and equipment of every description and all Work performed at Customer's site unless such damages are caused by Authority or its Service Providers or Subproviders.

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual Property; Proprietary Information.

(a) Intellectual Property Rights. Neither Party shall acquire, directly or by implication, any ownership of any Background Intellectual Property Rights of the other Party. Each Party shall retain title to any Intellectual Property Rights developed, authored, conceived or reduced to practice independently and solely by that Party during the performance of this Master Agreement without the other Party's Background Intellectual Property Rights. Notwithstanding any of the foregoing, it is agreed by the Parties that Authority shall be the sole owner of all Intellectual Property Rights related to any Project which is jointly developed, invented or otherwise generated during the performance of this Master Agreement or any Transaction Document.

(b) Work Product; Proprietary Information. Unless and until Customer has repaid its Short-Term or Long-Term Repayment Obligation, as applicable, the Facility data, evaluations, design and other information produced by Authority or its Service Providers in connection with a Project shall be the property of Authority. Customer shall have the right to use any such proprietary information for the maintenance of Project installations in its Facilities. Upon payment in full by Customer, such information shall become the property of Customer. Any information identified as confidential which is exchanged by Authority and Customer shall be duly protected by the recipient to the extent permitted by law. It is understood that the Public Officers

Law and other statutes and regulations regarding Freedom of Information may require the disclosure of information in certain situations.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. This Master Agreement shall end on the tenth anniversary of the date first shown in the preamble above unless earlier terminated in writing by either Party in accordance with the terms of this Master Agreement.

9.2 Termination of Master Agreement. Unless otherwise provided in this Master Agreement, either Authority or Customer may terminate this Master Agreement at any time upon one hundred twenty (120) days' prior written notice to the other Party.

9.3 Pending Projects. Authority and Customer acknowledge that a Project implemented pursuant to a CPC executed during the Term of this Master Agreement may extend beyond the expiration or early termination of this Master Agreement. Provided that the Project was commenced pursuant to a CPC that was executed during the Term of this Master Agreement, then this Master Agreement will be extended, as it applies to such CPC only and for the sole purpose of completing the Project. The Project implemented pursuant to such CPC may continue until completed or otherwise terminated earlier pursuant to the terms and conditions of this Master Agreement.

9.4 Extension. This Master Agreement may be renewed at the end of the current term for an additional period, such additional period not to exceed a period equal to the original Term, to be mutually determined by the Parties in writing and signed by an authorized officer or designee of Authority and Customer.

ARTICLE X

GENERAL OBLIGATIONS OF THE PARTIES

10.1 Authorized Representatives

(a) Customer's Authorized Representative. For each Project, Customer shall designate a Customer's Authorized Representative and shall inform Authority in writing accordingly. If Customer desires to change its Customer Authorized Representative, it must notify Authority in writing (in accordance with notice requirements set forth herein) at least five (5) business days prior to such change. Customer's Authorized Representative shall coordinate the Project on behalf of Customer and assist Authority and the Service Providers and Subproviders with the implementation of the Project in the selected Facilities of Customer. Customer's Authorized Representative shall be responsible to obtain all necessary approvals, authorizations, and signatures of Customer with respect to any CPC, Change Order, Final CPC and other Transaction Document.

(b) Authority's Authorized Representative. For each Project, Authority shall designate an Authority's Authorized Representative and shall inform Customer accordingly.

Authority's Authorized Representative shall coordinate the Project on behalf of Authority and communicate with Customer. Authority will inform Customer of any changes to its Authorized Representative.

10.2 Authority Obligations. With respect to any Authority Implemented Work, Authority shall comply with the following:

(a) Reporting and Information. Authority shall keep Customer informed as to the progress of the Work and shall provide Customer with periodic reports of all activities by the Service Providers and Subproviders at Customer's Facilities. Authority and its Service Providers shall meet with representatives of Customer upon reasonable notice to discuss any matters concerning the Projects.

(b) Permits, Licenses, Authorizations. Authority shall require that the Service Providers and Subproviders obtain and maintain all permits, licenses and authorizations required to perform the Work in Customer's Facilities and that they will comply with all applicable local, state and federal laws, guidelines and regulations, including applicable local, state and federal building, fire and electrical codes and standards. Any costs associated with permits and licenses that must be obtained by Service Provider or Subprovider for a specific Project will be reflected in the Total Reimbursement Costs. Notwithstanding the foregoing, neither Authority nor Service Provider (or Subprovider) shall be responsible for closing out open permits obtained by Service Provider (or Subprovider) due to existing deficiencies or code violations in Customer's Facility which are outside the Project scope.

(c) Service Provider/Subprovider Performance. Authority shall require its Service Providers and Subproviders to comply with regulations governing access to and performance of the Work in the selected Customer Facilities and to perform such Work in such a manner as not to unreasonably interfere with Customer's business at the Facilities. Authority shall also require its Service Providers and Subproviders to comply with Customer's operational and safety requirements, which in certain instances may require substantial supervision and control over the site by Customer.

(d) Records. Authority's Service Providers shall maintain accurate records of Project Work for a period of six (6) years after completion of a Project.

10.3 Customer Obligations. With respect to any Project entered into in connection with this Master Agreement, Customer shall have the following rights and obligations:

(a) Right to Inspect. Customer and Customer's Authorized Representative may observe and inspect all Work in any of Customer's Facilities and shall have the right to attend all Project job meetings, upon written notice of its intent to attend a particular meeting.

(b) Attendance at Meetings. Upon reasonable request and notice from Authority or Service Provider, Customer shall attend meetings scheduled by Authority or Service Provider to discuss any Project-related matters.

(c) Site Rules and Regulations. Customer must promptly notify Authority of any site specific construction, safety, technical or other requirements and restrictions related to its

Facility(ies) prior to the start and during the Project. If Customer becomes aware of any defect in the Work or any failure of Authority or the Service Provider or Subprovider to meet the respective Project requirements, the Customer shall give prompt notice to Authority.

(d) Access. Customer shall provide Authority and its Service Providers safe, proper and timely access to the Facility as necessary to perform the Work. Upon Authority's request, Customer's Authorized Representative will accompany Authority and its Service Providers to Customer Facilities. Customer shall promptly provide verbal and written notice of limitations or changes in site access.

(e) Permits and Licenses.

(i) Customer shall provide Authority or Service Provider with such assistance (including, but not limited to, all necessary information requested by Service Provider) as may be required for Authority or Service Provider to obtain all permits, licenses and authorizations necessary to perform the Work in accordance with all applicable local, state and federal laws, regulations, codes and standards applicable to the Facility.

(ii) Customer shall be responsible and shall hold all licenses, permits, authorizations and regulatory approvals necessary for the lawful conduct of its business as presently conducted, and shall comply with all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and subdivisions having, asserting or claiming jurisdiction over it, with respect to any part of the conduct of its business and corporate affairs.

(f) Project Equipment. As long as Customer's Short-Term or Long-Term Repayment Obligation, as applicable, remains outstanding, (i) Customer will keep all Project-related equipment free from any and all liens, claims, encumbrances, and the like; (ii) Customer will not grant a security interest in such equipment to any party without the prior written consent of Authority; (iii) the equipment will remain at the Facility site as designated in a CPC; (iv) Customer will not sell, offer for sale, transfer, or dispose of such equipment without notice to Authority; (v) Customer will not use or permit any person to use the equipment in a manner prohibited by law or in a manner which would void any manufacturer's warranty; (vi) Customer agrees to maintain the equipment in good order and repair at all times, and will not waste or destroy the equipment or any part of it; and (vii) Customer will keep the equipment insured in accordance with the requirements set forth in Section 6.3 hereof.

(g) Coordination. Customer shall be responsible for facilitating coordination with Third Parties as required. Furthermore, Customer shall promptly resolve any disputes or issues that arise with any Third Parties. Customer shall be responsible for any changes to the Project schedule, the scope of Work and/or the Total Reimbursement Costs resulting from any delays due to unresolved disputes or issues with Third Parties pursuant to Section 2.6 hereof.

(h) Review and Approval. Customer will promptly review any documents submitted to it by Authority requiring Customer's decision and shall render any required decision pertaining thereto without undue delay.

(i) Assistance; Timely Performance. Customer shall cooperate with Authority and its Service Providers and Subproviders and provide Authority with such other assistance as

necessary to facilitate the performance of the Work. Customer shall perform all obligations set forth in this Master Agreement and any other Transaction Document in a timely manner so as to permit the orderly progress of the Projects. Authority shall not be responsible for any Project delays due to Customer's non-compliance with its obligations set forth herein or in a Transaction Document.

ARTICLE XI

DATA USAGE

11.1 License. Customer grants to the Authority a perpetual, non-exclusive, irrevocable, royalty-free, transferable, sublicensable license to use the Data for any and all purposes, including without limitation, the purpose of: (i) providing Electric Service, Energy Services and New York Energy Manager, including a right to store, record, backup, transmit, maintain, display and use or process Data, (ii) creating Processed Data, and (iii) any purpose of the Authority.

11.2 Limitations. The Authority may share the Data (whether or not aggregated or anonymized) with energy or utility industry organizations, educational and/or research institutions or laboratories, other distribution utilities, and similar organizations, for any purpose, including without limitation, to conduct energy-related studies, to analyze new services, to evaluate traffic on the grid, etc.

11.3 Processed Data Ownership. The Authority shall be the sole owner of all right, title and interest in and to the Processed Data, and reserves all rights, title and interest in and to the Processed Data, including all related intellectual property rights; and makes no representation with respect to the sharing of Processed Data.

ARTICLE XII

MISCELLANEOUS

12.1 Disputes. In the event of any dispute regarding ESP Work at any Customer Facility, Work there may be suspended by Authority until the matter is resolved to the mutual satisfaction of the Parties in accordance with the procedures set forth in Section 12.2 hereof. In the event the Parties are unable to resolve any such dispute after good faith efforts, the Work at that Facility shall terminate and Authority shall issue a Final CPC as provided in Section 3.4(d) hereof.

12.2 Dispute Resolution. The Parties shall use good faith efforts to settle promptly all disputes arising under this Master Agreement or in connection with any ESP Work. In the event that any dispute, including but not limited to a billing dispute, a dispute regarding the quality of the Work, or a dispute regarding the interpretation of this Master Agreement, arises and cannot be resolved in the normal course of business by operating personnel within twenty (20) days after commencement of a dispute, either Party may give the other Party formal notice of the dispute in accordance with the notice requirements set forth herein. In the event that such notice is given, the Parties shall attempt to resolve the dispute by negotiation between representatives who have the necessary authority to resolve the dispute in question. Within twenty (20) days after delivery of the notice, the receiving Party shall consider all information relevant to the dispute and shall

submit to the other Party (in accordance with the notice requirements set forth herein) a proposal for resolution. Thereafter, the representatives shall confer in person or by telephone, promptly and no later than five (5) days after receipt of the proposal for resolution, to attempt to resolve the dispute. All reasonable requests for information by one Party to another Party will be honored. To the extent that disputes are not resolved pursuant to this process, the Parties reserve all rights under law or equity to seek and pursue remedies through the judicial process.

12.3 Publicity.

(a) Public Announcements. Except as otherwise required by law, the Customer will not issue any press release or make any other public statement connected to or arising out of this Agreement or the matters contained herein without the Authority's prior written approval, which approval will not be unreasonably withheld or delayed. Any responses to news media inquiries or social media activities developed by the Customer, related to this Master Agreement, or any Project undertaken pursuant to this Master Agreement, will be coordinated with the Authority for review and approval prior to their release. A public announcement proposed by the Customer will be deemed accepted in the event that the Authority does not provide an objection thereto within five business days' notice thereof.

(b) Signage. The parties agree that Authority may, at no cost to Customer, install and maintain publicity signage at or in the vicinity of a Project. Customer will cooperate with Authority, and/or any third-party vendor designated by Authority, by timely responding to any questions regarding the design, manufacture, installation and maintenance of the signage. Customer will provide ordinary maintenance to the signage and promptly notify Authority after Customer becomes aware of any damage that may occur to the signage. The publicity signage may highlight the Project, any Authority or New York State program or other initiative and the identity of the parties supporting the Project, including those parties' respective logos. Upon written notice from the Customer the Authority will remove the signage.

12.4 Notices. All notices permitted or required hereunder or in connection with any Transaction Document shall be in writing and transmitted either: (i) via certified or registered United States mail, return receipt requested; (ii) by personal delivery; (iii) by expedited delivery service; or (iv) by e-mail (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sender).

Such notices shall identify the Master Agreement and the Transaction Document to which it relates, and be addressed as follows or to such different addresses as the Parties may from time-to-time designate in accordance herewith:

To Authority:

NEW YORK POWER AUTHORITY

STRATEGIC SUPPLY MANAGEMENT

Name: John Canale

Title: Vice President, Strategic Supply Management

Address: 123 Main Street, 5th Floor, White Plains, NY 10601

E-Mail Address: john.canale@nypa.gov

with a copy to:

NEW YORK POWER AUTHORITY
LAW DEPARTMENT

Name: Debra Hopke, Esq.

Title: Principal Attorney

Address: 123 Main Street, 9th Floor, White Plains, NY 10601

E-Mail Address: debra.hopke@nypa.gov

To Customer:

CUSTOMER

Name:

Title:

Address:

E-Mail Address:

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 email, upon confirmed receipt. The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Master Agreement (and any Transaction Document) by giving fifteen (15) days 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 this Master Agreement.

12.5 No Waiver. The failure of any Party to insist upon strict adherence to any term of this Master Agreement or any Transaction Document executed in connection herewith on any occasion shall not be considered a waiver nor deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Master Agreement.

12.6 Assignment. This Master Agreement and any Transaction Document executed in connection herewith may not be assigned, transferred nor conveyed by either Party without the prior written consent of the other Party. Any attempted assignment, transfer or conveyance without such consent shall be entirely void ab initio and have no force or effect.

12.7 Governing Law; Venue. This Master Agreement (and any Transaction Document executed in connection herewith) and any and all disputes arising in connection herewith (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than New York. Any action at law, or in equity, for the enforcement of this Master Agreement (and any Transaction Document executed in connection herewith) or any dispute arising in connection herewith shall be instituted only in a court of competent jurisdiction located in the County of Albany, State of New York.

12.8 No Third Party Beneficiaries. Nothing contained in this Master Agreement shall, directly or indirectly, create a contractual relationship with, or give any claim or right of action in favor of, any third party (including, without limitation, any Service Provider or Subprovider) against Authority.

12.9 Severability. The invalidity or unenforceability of any provisions of this Master Agreement or of any Transaction Document executed in connection herewith shall not affect the validity or enforceability of any other provisions of this Master Agreement or Transaction Document, as applicable, which other provisions shall remain in full force and effect.

12.10 Survival of Provisions. The articles that contain provisions related to the following will survive the expiration, termination or completion of this Master Agreement: Conflict and Order of Precedence; Recovery of Costs and Repayment Obligation, Warranty, Damages, Liability, Ownership of Installed Work and Intellectual Property, Publicity; and Governing Law, Venue.

12.11 Not Construed Against Drafter. Authority and Customer acknowledge that they have read this Master Agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Under these circumstances, Authority and Customer agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Master Agreement and that in the event of any ambiguity in any of the terms or conditions of this Master Agreement, including any exhibits or schedules hereto, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author same.

12.12 Headings. The articles and section headings contained in this Master Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Master Agreement.

12.13 Counterparts. This Master Agreement may be executed in counterparts via inked signature or electronic mark, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The fully executed Master Agreement may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Agreement as of the effective date first written above.

POWER AUTHORITY OF THE STATE OF [CUSTOMER]
NEW YORK

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

STATEWIDE COMPENSATION SCHEDULE

As compensation for services rendered by the Authority under the Master Agreement, the Customer will pay the Authority Program Fee as set forth below.

A. CAPITAL PROJECTS

I. AUTHORITY PROGRAM FEE

For Capital Projects, the Authority Program Fee is calculated as a percentage of the cumulative sum of all costs related to a Project, including, but not limited to all Material Costs; Labor Costs; Service Provider Fees; the amount of the Project Contingency applied as a Project cost; and other Project-related costs and expenses. The Authority Program Fee is in addition to all such costs related to a Project. The Authority Program Fee percentage will be fixed upon execution of the CPC for the installation phase.

1. Authority Program Fee when Service Provider performs Work

The following table sets forth the Authority Program Fee where the Authority delivers a Project using one or more Service Providers to perform turnkey projects (audit, design, construction management and/or installation).

Project Size (in millions)	Authority Program Fee
\$0 - \$3M	12.5%
\$3M - \$6M	12.0%
\$6M - \$12.5M	11.5%
\$12.5M - \$40M	11.0%
\$40M - \$60M	10.5%
> \$60M	10.0%

Exceptions to the above pricing may include projects delivered under Authority programs such as street lighting, electric vehicles, operations & maintenance, direct install and New York Energy Manager. Authority Program Fee exceptions will be documented in the CPC or other separate document.

2. Authority Program Fee when Authority and Service Provider perform Work

The following table sets forth the Authority Program Fee where the Authority will be performing design and construction management with its own forces using one or more Service Providers to perform installation. If the Authority procures material directly in lieu of using one of its Service Providers, there will be an additional Material Handling Fee of 1.5% charged on the Material Cost of the Project.

Project Size (in millions)	Authority Program Fee
\$0 - \$3M	27.5%
\$3M - \$6M	27.0%
\$6M - \$12.5M	26.5%
\$12.5M - \$40M	26.0%
\$40M - \$60M	25.5%
> \$60M	25.0%

3. Authority Program Fee when Authority provides Audit Services Only

The Authority Program fee for providing Audit services not contemplated as part of a full project (i.e. design, construction management and/or installation) is calculated as twenty-five percent (25%) of the costs related to the Audit.

II. MILESTONE PAYMENTS

To the extent applicable, the Authority Program Fee will be paid on milestones as detailed in the CPC or as otherwise mutually agreed upon.

III. AUTHORITY FEE IN THE EVENT OF PROJECT TERMINATION

1. Termination at or after Audit Phase

If a Project is terminated at or after the audit phase, but prior to moving forward with any design or implementation, the Authority's Program Fee is calculated as twenty-five percent (25%) of the actual costs associated with such audit.

2. Termination during Design, Procurement or Installation Phase

If a Project is terminated in whole or part during the design, procurement or installation phase, the Authority's Program Fee for the Project will be the cumulative percentage value at the current milestone (as if it had been achieved) and calculated based on the estimated Project costs, including, but not limited to all Material Costs; Labor Costs; Service Provider Fees; the amount of the Project Contingency applied as a Project cost; and other Project-related costs and expenses, including interest up through the current milestone (as if it had been achieved). For the purposes of calculating the Authority's Program Fee, the then current milestone is assumed complete once the Project is canceled.

The following table sets forth the Authority Program Fee percentage segmented by milestone.

Milestone	% of Authority's Program Fee	Cumulative Authority Program Fee Percentage
30% Design	10%	10% + (audit cost)
90% Design	15%	25% + (audit cost)
100% Design & Bidding	15%	40% + (audit cost)
Construction CPC Preparation	10%	50% + (audit cost)
Construction (25% completion)	10%	60% + (audit cost)
Construction (50% completion)	15%	75% + (audit cost)
Construction (75% completion)	15%	90% + (audit cost)
Construction (100% completion)	10%	100% + (audit cost)

B. ADVISORY SERVICES PROJECTS

I. AUTHORITY PROGRAM FEE

The Authority Program Fee for the Advisory Services will be calculated according to one of the following methods as set forth in the CPC for the Project:

Time and Materials: The Authority's Program Fee maybe based on actual time and cost of material incurred by Authority or its Service Providers in connection with a Project based on rates defined in the Project CPC.

Lump Sum: The Authority's Program Fee may be based on the percentage complete of a lump sum or milestones defined in the Project CPC.

Unit Price: The Authority's Program Fee maybe based on the unit prices defined in the Project CPC.

Percent of Materials and Labor: The Authority's Program Fee maybe based on a percentage of Service Provider Material Costs and Labor Costs as defined in the Project CPC.

Other Mechanisms: The Authority's Program Fee may be based on an evolving cost recovery mechanisms not defined in this Master Agreement. If other mechanisms are selected, the Authority's Program Fee will be based on mutual Authority and Customer agreement and will be defined in the Project CPC.

II. PROJECT TERMINATION

If a Project is terminated in whole or part prior to completion of a Project, the Authority's Program Fee will be based on the Project costs incurred and any applicable fees earned by Authority up until the date of termination, plus any interest costs incurred. For the purposes of calculating the Authority's Program Fee, as applicable, the then current milestone is assumed complete once the Project is canceled.

* * * * *

EXHIBIT B

CAPITAL PROJECT TERMS AND CONDITIONS

1. Application. In addition to the terms and conditions set forth in the main body of this Master Agreement, these Capital Project Terms and Conditions shall apply to all Capital Projects provided by Authority or Service Provider to Customer under the Master Agreement.

2. Capital Project Services. Capital Projects are generally delivered through the services of qualified installation Service Providers or Subproviders under contract with the Authority. Capital Project services may include any or all of the following services (as more fully described below): audit, design, construction management, equipment procurement, installation, commissioning, disposal of Waste, financing and other Project related services required to install a Project.

3. Audit.

(a) Scope. After Customer has identified potential Projects for Authority's and Customer's consideration, Customer may request that Authority perform an audit of the Facility. The audit will help identify opportunities for implementing ESP measures and will be scheduled by Customer's Authorized Representative and/or the appropriate Facility manager. The scope of the audit will be set forth in a CPC which shall be executed by an authorized officer or designee of Authority and Customer prior to commencement of any audit Work. In some instances, the audit will involve a complete inventory of the systems which are currently used in normal operation, while in others a more targeted approach will be taken. The audit may also include an analysis of whether hazardous materials and Waste related to those systems are likely to be present or generated as a result of installing a Project.

(b) Audit Report. Based upon the results of the audit, a written report will be furnished to Customer. The report will include an estimate of the Total Reimbursement Costs as well as estimates of the potential Total Annual Energy Savings and environmental or sustainability benefits, as applicable, that Customer can reasonably expect through implementation of the recommendations made in the report. If, after analysis of the report by Authority and Customer, Authority, in its sole discretion, determines that the Project either (1) does not meet Authority's eligibility criteria, or (2) is not appropriate at such Facility, activity there will cease.

(c) Deferment of Total Reimbursement Costs for Audit Work. Upon completion of the audit Work, if Customer and Authority decide to proceed to the next phase, Customer and Authority will execute a CPC reflecting the scope of such next Project phase. By executing the CPC, Customer acknowledges its concurrence with the audit results. Subject to Authority's approval, Customer may request that payment of the Total Reimbursement Costs for the audit Work, be deferred and included in the Total Reimbursement Costs of the CPC for the next Project phase.

4. Project Design.

(a) General. If agreed upon by the Parties in a CPC, Authority shall prepare a Project design. Customer will be asked to review all aspects of the design and specifications. Where deemed appropriate by Authority and Customer, the Service Provider will arrange for geotechnical surveys (i.e., soil tests, borings, and related evaluations), surveys of the site (i.e., to determine physical characteristics of the site, such as utility locations), and/or demonstration installations (i.e., the installation of sample lighting fixtures or other equipment) of selected measures in Customer's Facility, all at Customer's sole risk.

(b) Milestones and Milestone Completion Reports. Authority will submit the Project design documents to the Customer at 30%, 60%, 90% and "final" design milestones, or according to the milestone schedule set forth in the respective CPC. Upon completion of each design milestone, Customer and Authority (or their duly authorized representatives) shall promptly review the design Work, or applicable portions thereof and Customer and Authority shall jointly sign a Milestone Completion Report. It shall be Customer's responsibility to determine that the proposed design meets Customer's needs.

(c) Deferment of Total Reimbursement Costs for Design Work. Unless otherwise set forth in the CPC for a Project, Authority may invoice the Customer for the Total Reimbursement Costs for the performed design Work through the milestone(s), if any, set forth in the CPC (plus any Total Reimbursement Costs incurred during the audit, if such costs were deferred and rolled over). Customer may request payment deferral if Customer approves Authority to proceed to the next milestone or the next Project phase. With Authority's approval, Customer's Short-Term Repayment Obligation will be deferred and rolled into the next milestone invoice, or at design completion, become part of the Total Reimbursement Costs of the CPC for the next Project phase.

(d) Ownership of Design Work Upon Early Termination. If Customer terminates the design Project prior to its completion, upon receipt of Customer's final payment, Authority will deliver to Customer all design plans and documents completed through the date of termination. Customer's use of such design plans and documents will be subject to any copyrights of the Authority and/or the designer. By using any incomplete or unfinished design plans and/or documents that have not been sealed with the licensed design professional's stamp upon delivery to Customer, Customer accepts full and complete responsibility for such design and further agrees to hold Authority harmless from its use of such incomplete or unfinished design plans and/or documents.

5. Procurement. After Authority and Customer agree on the Project's design and technical specifications, Authority or the Service Provider will competitively solicit, using the Authority's procurement guidelines, bids for the Work as set forth in the design documents. The resulting final design, specifications and bid price shall be incorporated into a CPC for the Project. Authority's contracts with its Service Providers will require compliance with the Authority's guidelines regarding the competitive solicitation of the services of Subproviders for Customer's Facilities, including the selection of minority and women-owned business enterprises. The services of Subproviders and equipment procurement will be obtained through a competitive bid process conducted by the Service Provider with Authority oversight. In the event Customer

decides not to proceed with the installation Project, Customer shall reimburse Authority for the costs of any Work undertaken by Authority and/or its Service Provider in connection with the procurement process and the associated cost and expense of same.

6. Installation.

(a) General. After Authority and Customer have entered into a CPC for installation Work, the Service Provider and/or its Subproviders will perform the Work pursuant to the design and technical specifications set forth in such CPC.

(b) Substantial Completion and Operation Transfer Report. After Customer has inspected, tested and accepted the Project equipment, or portion thereof, installed by the Service Provider, the Parties will execute a Substantial Completion and Operation Transfer Report for the completed portion of the Work signifying (i) that Customer accepts responsibility for operation and maintenance of the installed equipment, (ii) that the Project, or specified portion thereof, is substantially complete, and (iii) the commencement of any warranty period.

(c) Final Inspection Report. Upon completion of the Work, Customer and Authority (or their duly authorized representatives) shall promptly inspect the entire Facility, or applicable portions thereof. Authority or its Service Providers will confirm that the Work has been satisfactorily completed according to the provisions of this Master Agreement and the applicable CPC. Authority and Customer shall jointly sign a Final Inspection Report.

7. Maintenance and Post-Installation Audit. Authority will provide Customer with information regarding the maintenance of Project installations and recommendations for appropriate replacement equipment to be used in those installations to facilitate proper usage and, if applicable, energy savings at Customer's Facilities. After the Project installations are completed, Customer shall use reasonable efforts to see that such maintenance and materials instructions are followed at its Facilities. While any portion of the Customer's Short-Term Repayment Obligation remains outstanding, Authority may, upon reasonable notice to Customer, audit installations in Customer's Facilities to evaluate compliance with such maintenance and materials instructions.

8. Project Closeout for Capital Projects. Notwithstanding the terms set forth in the CPC or Final CPC, the Customer shall, within the time specified in the Final CPC, but not later than the Short-Term Repayment Obligation Maturity Date, (a) repay the Short-Term Repayment Obligation from its own sources or (b) repay the Short-Term Repayment Obligation with the proceeds of a Long-Term Repayment Obligation separate contract. The Customer shall make payment of any remaining balance of the Short-Term Repayment Obligation that is not repaid by such financing upon receipt of the Authority's invoice and in accordance with the terms of this Master Agreement. The Short Term Repayment Obligation, as set forth in the Final CPC, shall include the Authority's estimate of Short-Term Interest to be accrued between the issuance of the Final CPC and Short-Term Repayment Obligation Maturity Date.

9. Authority Obligations. In addition to the obligations otherwise set forth herein and the respective CPC, Authority shall require the Service Provider to adhere to the Project's design

and technical specifications as set forth in the CPC and minimize any interference with the normal operations at Customer's Facility.

10. Customer Obligations. In addition to the obligations otherwise set forth herein and the respective CPC, Customer shall promptly review all completed installations. Customer shall review and approve, as may be required, any corrective or restoration Work resulting from improper work by the Service Provider.

11. Customer-Supplied Equipment and/or Work. Customer and Authority may agree in the CPC for the provision of Customer materials and/or completion of Customer work in connection with a Project, independent of Authority. If so, then Customer shall be responsible for any changes to the Project schedule, scope of Work or any increase in the Total Reimbursement Costs caused by Customer due to non-delivery of Customer materials or non- or late performance of Customer work and Authority shall issue any necessary Contingency Work Order or Change Order, as applicable. Authority may suspend its Work on the Project until Customer approves such Change Order. Furthermore, if the Customer does not meet the Project schedule with respect to Customer materials and/or Customer work, Authority has the right to terminate the Project if the delay is not cured within fifteen (15) days of written notice thereof by Authority to Customer and turn it over to Customer for completion without any liability on the part of Authority.

* * * * *

EXHIBIT C

ADVISORY SERVICES TERMS AND CONDITIONS

1. Application. In addition to the terms and conditions set forth in the main body of this Master Agreement, these Advisory Services Terms and Conditions shall apply to all Advisory Services Projects provided by Authority or Service Provider to Customer pursuant to the Master Agreement.

2. Advisory Services. Upon Customer's request, Authority may provide any or all of the Advisory Services described below. Advisory Services may be provided by Authority employees and/or Service Providers with expertise in the area as determined by Authority. Authority and Customer will cooperate in good faith during the performance of such Advisory Services.

3. Description of Services

(a) Review. Review of information provided by the Customer regarding, among other things, Customer's site conditions, future plans for modifications to facilities, operations and/or usage, historical utility data, any relevant strategic plans or initiatives, and other relevant requirements that are specific to Customer.

(b) Meetings. Participate in meetings and conference calls as mutually agreed upon by the parties as being in the best interests of the Project or as otherwise detailed in the Customer Project Commitment.

(c) Site Observations. Observe Customer's facilities, physically or remotely via electronic means as determined by the Authority to assess the condition of existing equipment and physical site conditions.

(d) Analysis. Analyze data presented by Customer and/or collected by or on behalf of the Authority. Outreach to appropriate third parties as necessary to coordinate and/or collect additional data.

(e) Advice and Guidance. Deliver oral or written advice, guidance and other recommendations communicated via in person meetings, telephone conversations, or correspondence.

(f) Deliverables and Reports. Prepare reports, memorandums, and other documents that memorialize the advice, guidance and recommendations delivered to the Customer and support the Customer's underlying project, where applicable.

The foregoing descriptions are given by way of example and not by way of exclusion. Advisory Services may include services that have not yet been developed or approved by Authority

to date, provided such services are described in a CPC signed by both Parties to this Master Agreement.

4. Further Assistance; Information. In addition to the obligations set forth herein and the respective CPC, Customer shall provide Authority and/or Service Providers with such assistance as may be required to perform the Advisory Services. This may include, but is not limited to, providing access to the Customer's Facility(ies), information such as historical utility data, maintenance logs, existing feasibility studies, reports, equipment drawings or any other information or services reasonably requested by Authority and/or Service Providers.

* * * * *

**SAMPLE MASTER LABORATORY INFORMATION MANAGEMENT SYSTEM
SOFTWARE AS A SERVICE UPGRADE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) environmental laboratory has for some years utilized the Sample Master laboratory information management system to maintain and organize sampling records; and

WHEREAS, the current version of Sample Master requires a service contract that costs approximately \$9,800 per year, principally is hosted in an on-site server that will need to be replaced soon at a cost of between \$6,000 to \$8,000 in order to keep hosting the application, and requires significant maintenance, such as backups, patches, hardware fixes, and other support from the IT Department; and

WHEREAS, the server currently hosting Sample Master has proven unreliable, resulting in that vital application being inaccessible to WWTP laboratory staff for significant periods of time and disrupting laboratory operations, an issue highlighted by a recent laboratory audit, and even with a new server the application would continue to pose maintenance, reliability, and redundancy issues; and

WHEREAS, Water Board staff have obtained a proposal from Accelerated Technologies Laboratories, Inc., to move from the local-hosted and maintained version of Sample Master to a cloud-based Software as a Service (“SaaS”) model called Sample Master Pro, which includes that company providing an enhanced version of Sample Master hosted on its servers, secure cloud storage of WWTP laboratory data, and all product maintenance, support, and upgrades; and

WHEREAS, Sample Master Pro SaaS requires a three-year commitment, and including one-time setup fees, the first-year cost to upgrade the WWTP laboratory information management system to Sample Master SaaS will be \$55,161.25, with the next two years’ annual cost to be \$49,521; and

WHEREAS, the Sample Master Pro SaaS quotation and pricing are pursuant to United States General Services Administration (“GSA”) Contract No, GS-35F-114BA, Part No. ATL-SAAS-SMP-ACT, a “Schedule 70” competitively-procured GSA supply contract from which the Water Board can make this procurement pursuant to General Municipal Law § 104(2); and

WHEREAS, the GSA pricing for the desired services is \$2,972.75 less in the first year and \$2,913 less for the next two years’ annual cost versus the non-GSA pricing originally quoted to Water Board staff by Accelerated Technologies Laboratories; and

WHEREAS, after careful consideration of costs, risks, and potential efficiencies, both laboratory and IT staff strongly urge upgrading to Sample Master Pro SaaS as in the best

interests of the Water Board to maintain reliable, redundant, and compliant laboratory data and information storage and organization as required by applicable regulations;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to enter into a three-year agreement with Accelerated Technologies Laboratories, Inc., to procure the Sample Master Pro Software as a Service (“SaaS”) laboratory information management system for use by the wastewater treatment plant environmental laboratory at a first-year cost of \$55,161.25 and an annual cost of \$49,521 for the subsequent two years’ annual service.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA.8145.5220.0446.008-Software Maint/Licenses
Budget Line Provided By: B. Majchrowicz
Sufficient Funds Confirmed By: B. Majchrowicz

On October 3, 2022, 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



LABORATORY INFORMATION MANAGEMENT SYSTEM

Sample Master® Pro Workstation Premium SaaS Proposal for Niagara Falls Water Board SM-PR-10-202292-Niagara Fa-v1

Prepared for Brian Eldridge

9/2/2022



Sample Number	Sample Name	Test Results	Entered Date
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496 Holly Grove School Road
West End NC 27376
(910) 673-8165 | atlab.com



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SM-PR-10-202292-Niagara Fa-v1
Cost Proposal for
Niagara Falls Water Board
Sample Master® Pro Workstation LIMS for 10 Named Users
Premium Hosted Deployment
9/2/2022
GSA MAS Schedule Quote



Quotation Summary

Annual Sample Master® Cloud Services† (Monthly Hosting Cost: \$4,126.75)	\$ 49,521.00
Professional Services	\$ 1,140.25
Cloud Services Account Initiation (GSA Contract: GS-35F-114BA, Part# ATL-SAAS-SMP-ACT)	\$ 4,500.00
Sample Master® Cloud Services Year 1 Project Total (Includes Subscriptions, Enhancements, Professional Services, Training, Travel, Account Initiation & 12 Months of Hosting)	\$ 55,161.25

NOTES

†36-Month Minimum Commitment Required

Note: All Cloud Services accounts require a \$4,500 account initiation fee. First Invoice will include Initiation fee(s), ATL Advantage Plan and first three (3) months of subscription fees.

Services billed as incurred.

NOTE: ATL has temporarily suspended most travel due to COVID-19 restrictions. All Professional Services will be delivered remotely during this time, unless otherwise quoted.

Quote Valid Through: 10/2/2022

All Items quoted in \$USD. Client is responsible for any local taxes or fees. If applicable, please provide Tax Exempt ID Number.

Prepared by Dr. Christine Paszko
Accelerated Technology Laboratories
Address 496 Holly Grove School Road
West End, NC 23736

Phone 800.565.LIMS (5467)
Fax 910.673.8166
Email cpaszko@atlab.com

Prepared for Brian Eldridge
Niagara Falls Water Board
Address 5815 Buffalo Avenue
Niagara Falls, NY 14304

Phone 716-283-9770
Email beldridge@nfwb.org

Approved By Dr. Christine Paszko
VP Sales and Marketing
cpaszko@atlab.com

Accepted By _____
Date _____





SM-PR-10-202292-Niagara Fa-v1
Cost Proposal for
Niagara Falls Water Board
Sample Master® Pro Workstation LIMS for 10 Named Users
Premium Hosted Deployment
9/2/2022
GSA MAS Schedule Quote



Sample Master® Cloud Services

	Monthly Total
SUBTOTAL CLOUD SERVICES - MONTHLY HOSTING	\$ 4,855.00
SUBTOTAL CLOUD SERVICES DISCOUNTS	\$ -728.25
TOTAL CLOUD SERVICES - MONTHLY HOSTING	\$ 4,126.75
TOTAL OPTIONAL ITEMS - MONTHLY HOSTING	\$ 35.00

ATL Cloud Services

Sample Master® access for 10 named users. ATL maintains servers, apply all updates and service packs, and buy all necessary Windows OS, Microsoft SQL Server and VMware licenses. Subscription includes: 1) daily backup and holding backups from the last 14 days. 2) Unlimited ATL Technical Support. 3) Access to Website User Support Area, 4) Software Service Packs, 5) Product Upgrades, and 6) LIMS Solutions Newsletter.

Includes access to the following:

Note: All LIMS On Demand accounts require a \$4,500 account initiation fee.

Cloud Services Descriptions	Qty	Module/ User Rate	Total
Sample Tracking	10	125.00	\$ 1,250.00
Automate sample log-in, barcode labels generation, and creation of quotes and invoices. Generate standard and custom reports, including Chain of Custody, login, and sample conditions. Attach supporting documentation to orders. Create, maintain and email work lists			
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-SMP10</i>			
		-18.75	-187.50
Data Entry	10	125.00	\$ 1,250.00
Enter, review and approve results, create QC Batches and monitor Audit Trails. Create Trend Analysis charts by test, department, client, site, etc., from historical data. Integrated GIS functionality supports plotting sampling locations and test result values.			
An integrated Electronic Data Deliverable (EDD) designer supports regulatory and other reporting requirements.			
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-SMP10</i>			
		-18.75	-187.50
Sample Scheduling	10	14.50	\$ 145.00
Log samples for routine collection automatically via schedules, including hourly, daily, weekly, monthly, quarterly, semi-annually, or annually.			
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-SMP10</i>			
		-2.18	-21.75
QA/QC	10	17.00	\$ 170.00
Graph results and create control charts. Configure tests to include QC, matrix spikes, blanks, duplicates, surrogates, matrix spike duplicates, etc.			
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-SMP10</i>			
		-2.55	-25.50
Electronic Data Transfer	10	14.50	\$ 145.00
Transfer data electronically from the instrument to the LIMS. LIMS will accept the instrument output files and parse data in the required input format.			
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-SMP10</i>			
		-2.18	-21.75
Resource Management	10	14.50	\$ 145.00
Set up instrument calibration schedules and personnel certificate renewal alerts to meet regulatory compliance. Manage instrument maintenance, calibration and repair records to ensure that all instruments are within control.			
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-SMP10</i>			
		-2.18	-21.75
LIMS Maintenance	1		\$ 0.00
Configure and maintain the laboratory static data and defaults, including: Numbering formats, Employees, Permissions, Tests, Methods, Limits, Prices, Departments, Custom captions, Facilities, Reports and other settings. Allows LIMS Administrators to conform the LIMS to match the workflows and business rules of the laboratory.			



Test/Dev Environment + Licenses	1	500.00	\$	500.00
Separate Test/Development System for Sample Master® LIMS. Includes two (2) named user licenses.				
NOTE: This is strongly recommended for clients with ISO17025/NELAC certification, or those pursuing these certifications.				
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-TI-TEST-E, Part#ATL-SAAS-TI-TEST-E)</i>				
		-75.00		-75.00
Result Point®	Concurrent	5	250.00	\$ 1,250.00
Result Point® is a secure web portal that allows clients to access their data 24/7; view status and results, check limits, view or print reports in PDF, Excel, or other common file formats. Users can also remotely log in samples that will be shipped to the laboratory. 5 Client licenses assigned.				
<i>GSA Contract: GS-35F-114BA, Part #ATL-SAAS-TI-RP®</i>				
		-37.50		-187.50
DB Audit & 360 Security	1	35.00	\$	Optional
Hosting for DB Audit & 360 Security Server License				
				35.00

					Annual Total
TOTAL ANNUAL SUBSCRIPTION SERVICES					\$ 0.00
TOTAL OPTIONAL ANNUAL SUBSCRIPTION SERVICES					\$ 995.00
Annual Subscription Services Description	License Type	Qty	Unit	Unit Price	Total
ExcelExpress Annual Subscription	Site	1	each	995.00	Optional
ATL's ExcelExpress is a very powerful Microsoft Excel add-in that allows the user to easily retrieve information from and import results into Sample Master® on demand.					995.00

					Total
TOTAL LIMS ENHANCEMENT TOOLS					\$ 0.00
TOTAL OPTIONAL LIMS ENHANCEMENT TOOLS					\$ 840.00
Enhancement Tools Description	License Type	Qty	Unit	Unit Price	Total
DB Audit and Security 360	Server	1	each	840.00	Optional 840.00
DB Audit and Security 360 is a professional database security and auditing solution for MS SQL Server. It allows database and system administrators, security administrators, auditors and operators to track and analyze any database activity including database access and usage, data creation, change or deletion.					

Professional Services

	Total
SUBTOTAL PROFESSIONAL SERVICES	\$ 1,156.00
SUBTOTAL PROFESSIONAL SERVICES DISCOUNTS	\$ -15.75
TOTAL PROFESSIONAL SERVICES	\$ 1,140.25
TOTAL OPTIONAL PROFESSIONAL SERVICES	\$ 1,926.00

Professional Services Description	Location	Qty	Unit	Unit Price	Total
ATL ADVANTAGE PLAN	Off-Site	2	hour	150.00	\$ 300.00

The ATL Advantage Project Management program is the result of over two decades of expertise in the LIMS industry and in compliance with ATL's ISO 9001 Certified Quality Management System. ATL assigns a Project Manager who is responsible for managing professional services. This consists of project meetings, checklists, a static data template, project implementation plan, project dashboard and assistance that ensures that ATL's clients successfully deploy ATL's LIMS.

The Advantage Plan cost is based on the overall project scope, including number of instrument interfaces, custom reports and LIMS customizations.

GSA Contract: GS-35F-114BA, SIN 541515

				-7.88	-15.75
	Rate	Amount	Discounted Rate		Total
OFFSITE (HOURLY) SERVICES	225.00	4	214.00	\$	856.00
OPTIONAL OFFSITE (HOURLY) SERVICES	225.00	9	214.00	\$	1,926.00

NOTE: Hours/Days may be used to provide any of the services below.

Hourly items represent Off-Site Services, Daily items represent On-Site Services.

NOTE: Professional Services covered under GSA Contract: GS-35F-114BA, SIN 541515. Training

Services covered under GSA Contract: GS-35F-114BA, SIN 611420

SERVICES TO BE DELIVERED OFFSITE

Configuration Assistance

Telephone and web-conference support for the configuration of the laboratory's workflow into the LIMS, Estimated at 0 hours. Includes:

Optional Assistance with ExcelExpress Configuration

Optional Assistance with DB Audit

Please Note: ATL Engineers will work with client to create a Requirements Document that will clearly define the specifications of each customization, for client review and signoff prior to any initiation of work (Includes Requirements Document, Creation, QA/QC, documentation and installation). Upon completion of the Requirements Document process and client approval an exact cost will be provided.

System Administrator's Training

Administrator training is designed to maximize the user's knowledge and understanding of Security and Configuration within the LIMS. Training includes the information required to configure users and test methods in the LIMS.

End User Training

End user training is designed to ensure users develop an understanding of LIMS functionality relevant to their individual responsibilities.

ExcelExpress Training

ExcelExpress Training is designed to provide users with the knowledge to set up, manage and utilize the spreadsheet import and export functionality for ExcelExpress.

Optional



ATL Premium SaaS Overview



SERVICE LEVELS	
Up Time Guarantee	
Platform (VMs/Connectivity) ¹	99.99%
LIMS Software ¹	99.9%
SLA Guarantee Remediation	Yes – 1 day's subscription/hour
DATA CENTER	
Certification /Level	Tier 3/SSAE16/ISO27001/HIPAA
Location(s)	Multiple Regional Datacenters
High Availability	Yes (Multiple Data Centers)
Hardware Failover	Guaranteed
Last Mile Network Redundancy	Yes
Last Mile Power Feed Redundancy	Yes
UPS Redundancy	Redundant UPS units
Power Feed Redundancy	Multiple Generators
Physical Security	Multiple layer card access
Surveillance	Video and human 24/7/365
DATA PROTECTION	
Full Backups	Daily
Retention Time	14 days
Time to Restore	4 hours
Monitoring	24/7/365
Security Monitoring	24/7/365
DESIGN	
Infrastructure	Dedicated compute, Shared Network, Shared but isolated Storage
Virtual Machine Use	Dedicated
STORAGE	
Server VM	100GB ²
Database VM	100GB ²

¹ Excludes scheduled maintenance or outages caused by customer LIMS administrator

² Additional Storage in Excess of Server/Database Standards charged at \$25/month for each additional 25GB of storage

SUPPORT	
Hosting Support (Platform)	24/7/365
Software Support (LIMS)³	8:00 AM – 5:00 PM ET
Incidents Included	Unlimited
Contact Accounts	2 named users
DEPLOYMENT/CONFIGURATION	
Configuration/Customization	Included in quote
LIMS Admin Training	Included in quote
USER TRAINING	
Remote	Included in quote
On-Site	Included in quote
HOSTING TERMS	
License Model	Named User
Contract Term⁴	3 Years
Upfront Payment	Minimum 3 months
Setup Cost⁵	\$4,500.00
Payment⁶	Recurring Automatic

Note: ATL is ISO 9001 certified which includes a yearly audit on processes that relate to SOC 2 processes. In addition, ATL's Cloud Hosting Partner has certifications that surpass SOC Level 2 including ISO27001:2013 (UKAS), Government G-Cloud (UK), ISO9001, HIPAA (USA)

³ Support incidents are triaged by SaaS Plan and Severity, with Premium support taking priority

⁴ After initial contract term, contract auto-renews on a 12-month basis unless a 90-day notice is provided in advance of contract expiration

⁵ Setup costs may increase based on total number of users and/or addition of Result Point® or iMobile

⁶ Automatic payments are made via Credit Card, ACH or 3% Additional Discount for Year in Advance

ATL SOFTWARE AND SERVICES PREMIUM SUBSCRIPTION AGREEMENT

This Software and Services Subscription Agreement (the "**Agreement**") is made and entered into as of the date of the last signature below (the "**Effective Date**") by and between ACCELERATED TECHNOLOGY LABORATORIES ("**ATL**"), a North Carolina corporation, having its principal place of business at 496 Holly Grove School Rd., West End, North Carolina 27376 and, Business Name., a Business State. entity, having its principal place of business at Business Address.. ("**Client**,")

This Agreement consists of this cover page and the following documents:

- Software and Services Subscription Agreement
- Schedule A (Support Services Agreement)
- Schedule B (Statement of Work – Deployment Services)
- Schedule C (Business Associate Agreement), if applicable
- Schedule D (ATL Network Agreement for Protected Data), if applicable
- Schedule E (Service Levels)
- Schedule F (Quote # _____)
- Schedule G (ATL Recurring Payment Authorization Form)

Signing below indicates that you have read and agree to the terms of said documents.

IN WITNESS WHEREOF, the parties hereby indicate their acceptance of the terms of this Agreement by causing their duly authorized officers or representatives to execute this document as of the Effective Date.

(CUSTOMER NAME),

ACCELERATED TECHNOLOGY LABORATORIES, INC

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

ATL SOFTWARE AND SERVICES PREMIUM SUBSCRIPTION AGREEMENT

Definitions are in Section 15

1. SOFTWARE

1.1 Software Services; License; Content. Subject to the payment of the Fees and subject to the terms and conditions of this Agreement, during the Term (as defined below) of this Agreement ATL will provide the Software Services to Client. The Software Services shall include a non-transferable, non-sublicensable, non-exclusive license within the United States to use the Software Services as specified in a Quote and subject to the applicable Quote during the Term. Client shall also have a non-transferable, non-sublicensable, non-exclusive license within the United States to use and modify Content during the Term; provided, however, Client shall not have the right to retain a third party to perform any modifications to the Content without the prior written consent of ATL. The Software Services shall also entitle Client to receive Support Services, as set forth in Schedule A attached hereto.

1.2 Authorized Users; Authorized Uses. The license granted by this Agreement authorizes use of the Software Services only by Authorized Users for the internal business purposes of Client. Client shall not transfer, assign, lease, loan, resell, distribute, or otherwise grant any rights in the Software Services or Software in any form to any other party, including any commercial time-sharing, rental, or service bureau use.

1.3 No Modification or Reverse Engineering. Client shall not and shall not allow any third party to: (i) reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code (or underlying structure or algorithms) from the Software Services or decode or decrypt any data files created by or associated with the Software Services; or (ii) alter, adapt, or modify the Software Services or otherwise create any derivative works from the Software Services (except pursuant to the limited license granted to Client to modify the Content, as set forth in Section 1.1).

1.4 Copy of the Software Documentation. Client shall have access to the Software Services listed in the applicable Quote, which includes an electronic copy of the Documentation. Client shall not copy the Software Services, Software or Documentation without the prior written consent of ATL. Client shall not remove, modify, or obscure any copyright and other proprietary rights notices.

1.5 Acknowledgement of ATL's Ownership Rights. Client acknowledges that the license granted under Section 1.1 does not constitute a transfer or sale of ATL's ownership rights in and to the Software, the Software Services, the Documentation, or the Content (or any modifications thereto). All right, title, and interest, including all intellectual property rights, in and to the Software Services, Software, the Documentation, and the Content and any modifications thereto made by or for Client (including any copies or subsequent Releases) shall be, and will remain the exclusive property of ATL or any third party from whom ATL has licensed software or technology, as applicable. Client further acknowledges that the Software, Software Services, Documentation, Content, and the information therein is proprietary to ATL and its licensors and comprises: (a) original works of authorship, including compiled information containing ATL's or its licensors' selection, arrangement and coordination, and expression of such information; (b) confidential and trade secret information; and (c) information that has been created, developed, and maintained by ATL or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm ATL and/or its licensors, as applicable. This Section shall apply to all Content whether or not it originated from ATL's Content library.

1.6 Responsibilities of Client. In the event this Agreement or any Work Order requires Client to provide any resources in connection with the implementation of the Software Services, and Client fails to provide the requisite quality or quantity of such resources, or fails to provide such resources in a timely manner for a period that does not exceed 15 days, ATL's sole remedy is an extension of the applicable delivery dates corresponding to the delay. If Client's failure to provide such resources exceeds 15 days, and Client's failure has resulted in an unavoidable

increase in the cost of the applicable, then ATL will be entitled to recover from Client the reasonable amount of such increased costs. ATL's right to delay applicable delivery dates or recover for increased costs may be exercised only if ATL provides Client with reasonable notice of Client's failure and ATL uses commercially reasonable efforts to perform notwithstanding Client's failure to perform.

2. SERVICES; HARDWARE; THIRD PARTY SOFTWARE; THIRD PARTY DATABASES

Subject to the terms and conditions of this Agreement and the execution of an applicable Quote or statement of work, Client may purchase from ATL certain Customizations, Services, hardware, third party software, and third-party databases.

2.1 Customizations: are quoted/estimated based on the information provided by customer at the time of request, or as described in an RFQ/RFI/RFP. If the quote estimate is accepted a requirements document (RD) is created with detailed input from the customer that will more accurately define the customization and provide an actual cost/level of effort to complete the customization. Upon completion of the RD, and customer agreement with the description/function of the customization and its cost (this could be higher or lower than the estimate), the customer will sign for approval to move forward. A modification to the original PO may be needed, or a separate purchase order issued, and a 50% deposit for customizations over \$5,000.00 are required prior to ATL establishing a schedule and starting the work.

2.2 Customization Acceptance / Testing: From the date that ATL delivers a customization the client has 14 days to test functionality and inform ATL if customization does not meet the agreed functionality in the signed requirements document. Should customer not notify ATL, the customization is considered accepted by the customer.

2.3 Customization Change Requests: Changes or modifications to a signed RD are handled via a Change Order Request. A Change Order request will specify the changes or modifications being requested with an estimate of the cost/level of effort to complete. If accepted, an RD is created with an actual cost/level of effort to complete the request. A change order shall not delay acceptance or the unnecessary withholding of payment of the original RD. Should a customization be completed and at the time of delivery customer decides to not deploy and instead chooses to make additional changes customer will make payment on original customization quote before additional change requests will be addressed.

2.4 Delivery Dates: ATL does not guarantee delivery dates with respect to customizations. Any date or timeline provided is a prediction only and not a contractually obligated delivery date.

3. FEES AND EXPENSES

3.1 Fees. Client shall pay to ATL a Fee for the following services or items licensed or purchased pursuant to an executed Quote or statement of work:

- Software Services
- Customizations
- Deployment Services
- Transaction Services
- Third party databases
- Hardware and third-party software
- Other Services

3.2 Hosting Fees: Client shall be responsible for monthly hosting and setup fees, as noted on the invoice, from the agreed-upon start of the deployment process (First Access). These fees are due irrespective of deployment timeline and or use of environment by client.

3.3 Expenses; Shipping Costs. Should Client request ATL to travel to Client's site, Client agrees to reimburse ATL for all travel and travel related

expenses incurred by ATL. Client will pay all costs relating to the shipment of any hardware and materials.

3.4 Fee Increases. ATL shall be permitted to increase the Fees and third-party license costs no more than once per year, by no more than the Consumer Price Index for All Urban Consumers for the prior twelve (12) month period. This does not include any year one discounts offered unless otherwise specified in this Agreement or on the quote.

3.5 Payment Terms. All Fees, expenses, and costs shall be paid in United States dollars. Payment terms shall be set forth in the applicable Quote or statement of work. **HOSTING Costs: Client shall agree to pay the initial three months hosting costs and setup fees prior to the agreed upon start date.** Client shall agree to the following payment options, (1) Automated Credit Card payment; (2) Bank Draft; (3) payment annually (which shall receive a 3% discount) by filling out **Schedule G - ATL Recurring Payment Authorization Form**. All recurring monthly hosting costs will be paid in advance by automatic electronic charge of a Client credit card or bank account as selected in **Schedule G**. ATL will initiate electronic charge of such invoiced amounts on or around the 25th of each month and receipt is sent to Client. Client will deliver to ATL an executed authorization for such charge in the form attached to this Agreement in **Schedule G - ATL Recurring Payment Authorization Form** or such other form acceptable to ATL, and such form may be blank or detached from this Agreement without impairing the legal effect of this Agreement. **ATL may refuse to proceed with providing any Services in the absence of such delivery.** Client hereby warrants on an ongoing basis that the automatic charge facility will be maintained during the term of the Agreement, that ATL is authorized to make charges as provided in this Agreement, and that the account to be charged is not the account into which any collections that represent payment by any government source or program, in whole or in part, are initially deposited.

Should payment authorization fail prior to the end of the payment term all user accounts shall automatically be disabled and customer will not be able to continue using services until payment is made. Should payment not be made within 10 days a re-activation fee of \$100 per user account shall be assessed against customer and is due paid in full before accounts will be reactivated. **Other fees & Services:** Any amounts not paid when due shall be subject to interest at the lesser of 1.5% per month or the maximum rate allowed by applicable law. For all non-recurring monthly charges ATL will mail an invoice for Fees for Services at the time the work is completed or other agreed upon milestones. All invoiced amounts (excluding recurring amounts but including and not limited to Fees for Services and travel expenses) will be due Net 30 from date of invoice.

3.6 Failure to meet Payment Terms. If Fees, expenses, and costs are not paid within thirty (30) calendar days from the date of the applicable invoice, such amounts are considered past due. In such a circumstance, **ATL may, without limiting ATL's other rights and remedies: (i) disable all user accounts, access to all virtual machines, access to client data and access to Support Services, which shall remain in effect until payment is made in full including a reinstatement fee equal to 10% of past due amount; and/or (ii) accelerate all Client unpaid fees that would have been payable by Client during the then-current Term (as defined in Section 4.1) so that all such amounts become immediately due and payable.** In the event monthly Fees, expenses, and costs are not paid within ninety (90) calendar days from the date of the applicable invoice, Client's virtual environment may be disabled, saved to disk and stored for no more than six (6) months from the date of the applicable invoice. Data will not be provided to Client until such time as payment is made in full for all Fees, expenses and costs outstanding to bring Client's account current, including monthly fine of 5% past due amount and an additional \$3,000 reinstatement fee. Client will also be liable for any attorney fees or other costs associated with collecting late and/or accelerated payments.

3.7 Taxes. All Fees are exclusive of any and all taxes, duties, or levies assessed by applicable governmental authorities. All such taxes, duties, and levies (exclusive of any taxes based upon ATL's income) shall be assumed by and paid for by Client.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence upon the Effective Date and continue in full force and effect for a period of **36 months unless earlier terminated in accordance with this Section 4 or as otherwise specified in this Agreement.** Upon expiration of the initial term, this Agreement shall automatically renew for successive 12-month periods unless a party provides the other party with written notice of such party's desire to terminate at least ninety (90) days prior to the expiration of the then-current term. "Term" shall mean the initial **36-month term plus any successive 12-month term extensions.**

4.2 Bankruptcy. Either party may terminate this Agreement and any rights granted hereunder by providing written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for the other party or its property; (ii) the other party makes a general assignment of all or substantially all of its assets or business for the benefit of its creditors; (iii) the other party commences or has commenced against it, proceedings under any bankruptcy law, which proceedings are not dismissed within sixty (60) days; or (iv) the other party ceases to do business.

4.3 Termination by ATL. ATL shall have the right to terminate this Agreement and any rights granted hereunder in the event Client (i) commits a material breach of any of its obligations concerning scope of use or the protection of the Software Services, Software and/or Documentation, intellectual property of ATL, or Confidential Information; or (ii) materially breaches any of its obligations under any provision of this Agreement, which breach is not remedied by Client within thirty (30) days after receipt of written notice from ATL.

4.4 Termination by Client. Client shall have the right to terminate this Agreement in the event that ATL materially breaches any of its obligations under this Agreement, which breach is not remedied within ninety (90) days after receipt of written notice from Client. In addition, Client may terminate this Agreement as set forth in section 4.1 above.

4.5 Rights Upon Termination.

4.5.1 All rights granted hereunder shall terminate upon termination of this Agreement. Termination of this Agreement or any Software license shall not limit either party from pursuing other remedies available (except where a sole remedy is specified), including, but not limited to, injunctive relief, nor shall such termination relieve Client's obligation to pay all Fees, expenses, and costs that have accrued or are otherwise owed by Client to ATL pursuant to this Agreement. The parties' rights and obligations under sections 1.3, 1.5, 4, 7, 8, 9, 10, 11, 12, 13, and 14 shall survive termination or expiration of this Agreement.

4.5.2 Vendor Expenses. Client acknowledges that in order to provide the Services, ATL has entered into hosting arrangements with third party service providers. In consideration of the foregoing, upon the termination of this Agreement for any reason, Client agrees to reimburse ATL for all reasonable costs and expenses suffered or incurred by ATL relating to the termination of any such hosting arrangement, including, without limitation, severance or termination payments. ATL and Client agree that the payments as set forth in this Section 4.5.2 are not intended as a penalty, but are instead intended as reasonable estimates of the losses and expenses resulting to ATL from termination of the Agreement.

5. Transition Services. Except for in the case of a breach of Client obligations set forth in Section 1 of the Agreement or failure to pay all required Fees hereunder, in the event the Agreement is terminated, in order to effectuate Client's orderly transition to a subsequent vendor, ATL will, at Client's request, continue to provide Services for up to ninety (90) days after the date of termination. During such time, Client will continue to pay all related Fees and will still be subject to all terms and conditions of the Agreement. At Client's reasonable request, ATL will use commercially reasonable efforts to provide such additional assistance to effectuate such transition to ATL's then-current time and materials rates.

6. ACCEPTANCE – HARDWARE In the event that Client has purchased hardware through ATL, Client shall evaluate any hardware delivered by ATL and shall submit a written acceptance or rejection to ATL during the Acceptance Period. Failure by Client to deliver a written acceptance or rejection within the Acceptance Period shall be deemed an acceptance by Client of such hardware “As-Is, Where-Is.”

7. WARRANTIES

7.1 Software ATL warrants that the Software Services shall perform substantially in accordance with its Software Documentation, provided by ATL, during the Warranty Period. The foregoing warranty shall be null and void to the extent any failure to perform in accordance with the Documentation is caused by: (i) any modification of the Software Services by Client or any third party; (ii) used by Client in combination with hardware or software not authorized by ATL in writing; or (iii) Client’s use of the Software Services in violation of the Documentation or this Agreement.

7.2 Services. ATL warrants that the Software Services and any other Services provided hereunder shall be provided in a professional and workmanlike manner.

7.3 Hardware. In the event that Client has purchased hardware through ATL, ATL shall pass through to Client any original manufacturers’ warranties for hardware products acquired by ATL for Client. ATL does not make any warranties in connection with the hardware and hereby expressly disclaims any warranties with respect thereto.

7.4 “No Viruses.” ATL warrants and covenants that no portion of the Software Services, when made accessible to Client, contains a “virus” or other computer software routine intended or designed to or which has the capacity to: (i) permit access or use of the Software Services or the Client’s systems by any person not authorized by Client; (ii) disable, damage, erase, disrupt or impair the normal operation of the Software Services; (iii) disable, damage, erase, disrupt or impair the normal operation of any hardware or other software or data on Client’s computer systems; or (iv) have any other material and adverse effect or impact on the Client’s computer systems (“Viruses”). In addition, ATL will take commercially reasonable and diligent measures (consistent with the following sentence) to ensure that no Viruses or similar items are coded or introduced by ATL into the Software Services, Client’s computer systems interfacing with the Software Services, or the information systems and operating environments and processes used by ATL or its providers to provide the Software Services. ATL will continue to review, analyze and implement improvements to and upgrades of its Virus prevention and correction programs and processes that are commercially reasonable and consistent with the then current information technology industry’s standards.

8. DISCLAIMERS

8.1 Third Party Databases’ Data. ATL shall not be liable for any specific settings or databases embedded within the Software Services. ATL does not warrant the accuracy of codes or other data contained in the Software Services or any third-party database incorporated into the Software Services. ATL shall not be liable for the content, accuracy, clarity, or resolution of any scanned images or digital images.

8.2 General. NEITHER ATL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, NOR ITS LICENSORS WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY SOFTWARE, CONTENT, OR SERVICES WILL MEET CLIENT’S REQUIREMENTS. EXCEPT AS SET FORTH ABOVE, ATL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, THE CONTENT, AND/OR ANY MATERIALS OR SERVICES FURNISHED TO CLIENT UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8.3 Content. CONTENT PROVIDED AT DEPLOYMENT, VIA ATL’S CONTENT LIBRARY, OR OTHERWISE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CLIENT EXPRESSLY AGREES THAT USE OF THE CONTENT IS AT

CLIENT’S SOLE RISK. THE CONTENT MAY CONTAIN CONTENT UPLOADED BY USERS, AND SUCH CONTENT HAS NOT BEEN REVIEWED BY ATL. CLIENT UNDERSTANDS AND AGREES THAT CLIENT IS SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE CONTENT. ATL AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY CONTENT.

9. EXCLUSIVE REMEDIES

CLIENT’S SOLE AND EXCLUSIVE REMEDY AGAINST ATL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, AND ITS LICENSORS FOR BREACH OF ANY OF THE WARRANTIES SET FORTH IN SECTION 7 SHALL BE FOR ATL, AT ITS OPTION, TO USE COMMERCIALY REASONABLE EFFORTS TO (A) CORRECT ANY ERROR IN THE SOFTWARE AS TO WHICH CLIENT HAS GIVEN ATL WRITTEN NOTICE; (B) REPLACE ANY DEFECTIVE SOFTWARE AS TO WHICH CLIENT HAS GIVEN ATL WRITTEN NOTICE; AND/OR (C) RE-PERFORM ANY SERVICE PROVIDED BY ATL WHICH CLIENT REASONABLY DEEMS DEFICIENT AND AS TO WHICH CLIENT HAS GIVEN ATL WRITTEN NOTICE. IN THE EVENT ATL, IN ITS SOLE DISCRETION, DETERMINES THAT IT WOULD NOT BE COMMERCIALY REASONABLE TO CORRECT, REPLACE, OR RE-PERFORM ANY DEFECTIVE SOFTWARE OR DEFICIENT SERVICE, CLIENT SHALL BE ENTITLED TO A REFUND OF FEES PAID TO ATL FOR ANY SUCH SOFTWARE OR SERVICE.

10. LIMITATION OF LIABILITY

10.1 General. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ATL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES OR ANY OF ITS LICENSORS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED **TWO TIMES (2X)** THE AMOUNT PAID BY CLIENT TO ATL DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. EXCEPT AS PROVIDED FOR IN SECTION 7.4, IN NO EVENT SHALL, ATL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES CAUSED BY ANY VIRUSES, TROJAN HORSES OR OTHER SIMILAR CODE, OR ANY DENIAL-OF-SERVICE ATTACKS OR ANY UNAUTHORIZED ACCESS TO CLIENT’S SYSTEM BY UNRELATED THIRD PARTIES. IN NO EVENT SHALL ATL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR: (I) ANY LOST PROFITS OR REVENUES, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ATL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) LOSS OF DATA RESULTING FROM A MAJOR SYSTEM FAILURE UNDER THIS AGREEMENT, PROVIDED ATL RESTORES ALL CLIENT DATA TO THE POINT OF THE EVENING BEFORE THE FAILURE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. INDEMNIFICATION

11.1 Indemnity by ATL. ATL shall indemnify, defend, and hold harmless Client from and against any and all third party claims, damages, liabilities, penalties, judgments, and costs (including without limitation reasonable attorneys’ fees) arising out of any claim for infringement of any patent, trademark, trade secret, copyright, or other intellectual property right of a third party related to the Software Services, provided that such claim does not arise solely out of Client’s use of the Software Services in breach of this Agreement. Client shall (a) notify ATL promptly in writing of any alleged infringement of which Client becomes aware; (b) give ATL sole authority to control fully the defense and settlement of any infringement claim, provided however, Client may retain their own independent counsel at Client’s own expense; and (c) furnish all reasonable assistance and provide all appropriate documentation in its possession requested by ATL. Client’s failure to comply with (a) through (c) above will only relieve ATL of its related indemnification obligations if such failure materially prejudices ATL’s defense of any claim.

11.2 Exclusions. Notwithstanding the foregoing, ATL shall have no obligation to indemnify Client pursuant to this Section 11 with respect to any infringement or alleged infringement to the extent resulting from (i)

any modification to the Software Services made by Client or any third party; (ii) any unauthorized use of the Software Services by Client or any third party; (iii) failure of Client to use Releases provided by ATL; (iv) any use of the Software Services in combination with other software, hardware, or data not supplied or authorized in writing by ATL; or (v) ATL's compliance with Client's designs, processes, or formulas.

11.3 ATL Options. In the event of an infringement claim against Client with respect to the Software Services, or in the event ATL believes such a claim is likely, ATL shall have the option, at its expense, to (i) modify or replace the Software Services so that they are non-infringing; or (ii) obtain for Client a right to continue accessing the Software Services. If neither of the foregoing alternatives is commercially practicable, ATL shall have the right to require the Client to terminate the Software Services, and ATL shall refund to Client all Fees paid for such Software Services, and the rights granted to such Software Services shall terminate with no continuing obligation or liability of ATL to Client.

11.4 Sole Remedy. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF ATL, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES FOR ANY THIRD-PARTY CLAIM OF INFRINGEMENT AND IS IN LIEU OF ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, IN REGARD THERETO.

11.5 Indemnity by Client. Client shall indemnify, defend, and hold harmless ATL from and against any and all damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of (i) Client's failure to comply with all applicable laws, rules, and regulations, (ii) Client's breach of any of the provisions of this Agreement, or (iii) Client's negligence or willful misconduct. ATL shall provide Client with (a) prompt written notice of any such claim of which ATL becomes aware; (b) all reasonable assistance and documentation in ATL's possession requested by Client to defend such claim; and (c) control over the defense and settlement of such claim, provided that Client shall not agree to any settlement or other disposition that imposes any obligation on ATL.

12. CONFIDENTIAL INFORMATION

Client acknowledges that the Software Services, other Services, Software, the Documentation, and the Content contain ATL's and/or its licensor's proprietary information and Confidential Information. Each party shall treat as confidential all Confidential Information of the other party, will not use such Confidential Information except as expressly set forth herein or as otherwise authorized in writing, will implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse, or removal of the other party's Confidential Information, and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care.

13. AUDIT

During the term of this Agreement, **no more than once per year**, and for a term of one (1) year after termination of this Agreement, upon reasonable notice, ATL may perform **at its sole cost and expense** reasonable audit and inspection procedures to confirm Client's compliance with the terms and conditions of this Agreement, including, but not limited to, provisions relating to scope of use of the Software Services and protection of Confidential Information. Client shall reasonably cooperate in any such audit, which may be conducted in person or remotely. **The audit shall be performed in a manner so as to minimize the impact on the Client's business.**

14. GENERAL PROVISIONS

14.1 Applicable Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the substantive laws of the State of **North Carolina**, without regard to conflict of laws principles.

14.2 Exclusive Jurisdiction and Venue. Any action of any kind by any

party against another party arising pursuant to this Agreement may only be brought exclusively in courts of competent jurisdiction of **Moore County, State of North Carolina**, and the parties hereby submit to the exclusive jurisdiction and venue of such courts for such purposes.

14.3 Assignment. Client may not sell, pledge, assign, sublicense, or otherwise transfer or share its rights or delegate its obligations under this Agreement without the prior written consent of ATL, which consent shall not be unreasonably withheld. Any attempted sale, pledge, assignment, sublicense, or other transfer in violation hereof shall be void and of no force or effect. Any authorized assignment by Client hereunder will be invalid unless the assignee agrees in writing to be bound by and to perform all obligations and terms of this Agreement. ATL may assign its rights and delegate its duties hereunder at any time without the consent of Client.

14.4 Modification; Amendment. This Agreement may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties hereto.

14.5 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or of any other term of the Agreement.

14.6 Notice. Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt. Notice is effective upon receipt.

14.7 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such party provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its commercially reasonable efforts to cure the delay or prevention. ATL will not be deemed to be in breach of this Agreement in the event that it, despite its commercially reasonable efforts, is not able to cure any such default under this Agreement.

14.8 Equitable Remedies. The parties recognize that money damages shall not be an adequate remedy for any breach or threatened breach of any obligation hereunder involving, without limitation, intellectual property, Confidential Information, or use of the Software Services beyond the scope of the license granted by this Agreement. The parties therefore agree that in addition to any other remedies available hereunder, at law or otherwise, they shall be entitled to an injunction against any such continued breach of such obligations.

14.9 Entire Agreement. This Agreement, and all schedules, Quotes, and statements of work attached hereto and incorporated herein, constitute the sole and entire agreement of the parties with respect to the subject matter hereof and supersede any prior oral or written promises or agreements. There are no promises, covenants, or undertakings other than those expressly set forth in this Agreement, and all schedules, Quotes, and statements of work.

14.10 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

14.11 Third Party Beneficiary. No third party shall be deemed an intended beneficiary of this Agreement.

14.12 Export Regulations. Client shall not export, re-export, or transfer the Software Services or Documentation, except as authorized in writing by ATL and in accordance with the U.S. export control regulations and other applicable laws. Client is advised that the Software Services and the Documentation are subject to the U.S. Export Administration Regulations. Client agrees not to export, re-export, import, or transfer the Software Services or the Documentation contrary to U.S. or other applicable laws, whether directly or indirectly, or assist or facilitate others in doing any of the foregoing. Client represents and warrants that (a) neither the United

States Bureau of Export Administration nor any other federal agency has suspended, revoked, or denied its export privileges, (b) Client is not located in, a resident of, or a citizen of, Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods. Client agrees not to use or transfer the Software Services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license.

15. DEFINITIONS

The following definitions shall apply to this Agreement, including all schedules, Quotes, and statements of work:

"Acceptance-Hardware Period" shall mean the ten (10) day period after hardware has been delivered to Client by ATL.

"Authorized Users" shall mean employees of Client. For each user login licensed by Client, as specified in the Quote, Client has the right to one unique named user in the database.

"Content" shall mean all system master files, templates, and reports that constitute a part of the Software Services and Software, and the electronic documents, files, data, forms, and other materials contained in such master files and templates, including those from ATL's Content library, whether or not they are subsequently modified by Client, and any such Content created after the Effective Date by or for Client in accordance with the terms of this Agreement or any related agreement.

"Confidential Information" shall mean any information relating to, or disclosed in the course of, this Agreement, which is designated as 'confidential' or 'proprietary' or some similar designation or information which is or should be reasonably understood to be confidential or proprietary to the disclosing party. Confidential Information includes but is not limited to the Software, the Documentation, the Content, the terms and pricing under this Agreement, business strategies, specifications, technical data, and all Quotes. Confidential Information shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other; (c) that subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (d) that is subsequently disclosed by a third party which has a bona fide and legal right to make such disclosure; or (e) that is required to be disclosed by a court of competent jurisdiction or other governmental authority or pursuant to applicable law, provided that the receiving party shall give prompt notice to the disclosing party prior to any such disclosure and reasonably assist the disclosing party in seeking a protective order.

"Customization" shall mean a requested modification to the look, feel or function of the software by a Client, as specified in the Quote and Requirements Document signed by client

"Deployment Services" shall mean the hardware staging, data migration, deployment, and training services set forth in Schedule B and the applicable Quote.

"Documentation" shall mean the user manual(s) for use of the Software Services. Documentation is provided in electronic form, incorporated into the Software Services.

"Error" shall mean any reproducible failure or inability of the Software Services to perform any material function set forth in the Documentation.

"Fee(s)" shall mean Software Services fees and any and all fees for purchasing Services, hardware, third party software, and third-party databases, as specified in a Quote or statement of work.

"Hosting Services" shall mean the hosting services provided by ATL to Client as set forth in a Statement of Work or Quote which shall relate to the operation and maintenance of systems and web sites used to host the Software.

"Quote" shall mean the Quote provided by ATL to Client pursuant to which Client orders Software Services, other Services, hardware, third party software, or third-party databases under this Agreement.

"Platform": Is the systems upon which the software runs. If user is able to connect to the login page the platform is considered available.

"Software Service Fee(s)" shall mean that applicable Fee due ATL for the Software Services and Support Services. Payment of the Software Services Fee shall entitle Client to receive Support Services, as set forth in Schedule A attached hereto.

"Release" shall mean any version, update, release, patch, or enhancement of the Software, Services.

"Services" shall mean any services set forth in a statement of work or Quote, provided by ATL to Client, including, but not limited to, the Software Services, Support Services, Deployment Services, and Transaction Services.

"Software" shall mean the computer software program or programs described in the Quote, which is being provided by ATL to Client under a software as a service structure pursuant to the terms and conditions of this Agreement. This includes the supporting software (Citrix) and the actual LIMS software. If the user is able to login to the system and can see the software icon but not launch the software then software is considered down.

"Software Services" shall mean the software service to be provided by ATL to Client, as set forth in the applicable Quote.

"Support Incident" shall mean a problem with the Services that cannot be broken down into subordinate problems. For a request with subordinate problems, each problem is considered a separate incident, and therefore must be submitted as a separate support request.

"Support Services" shall mean the support services for the Software Services set forth in Schedule A and the applicable Quote.

"Warranty Period" shall mean the ninety (90) day period following the assigned date of first access.

SCHEDULE A - SUPPORT SERVICES AGREEMENT

ATL shall provide Support Services pursuant to the Agreement and according to the further terms and conditions set forth below to Client for Software Services listed in a Quote, so long as Client has paid the applicable Software Fee and is not in breach of any provision of the Agreement.

1. SUPPORT SERVICES

1.1 Software Support. ATL shall perform the following Software Support Services on a per incident basis: (i) assist Client in diagnosing reported Errors; and (ii) provide technical services to Client to attempt to correct diagnosed Errors. Software Support Services include support of Content. A Support Incident may require multiple interactions and off-line research to resolve it. Please note that a Support Incident involving an ATL Software Service bug will not be applied against Client's contracted support incidents.

1.2 Hardware Support. ATL does not provide support for hardware at Client's site.

1.3 Work Not Covered. The following items are outside the scope of Support Services and are subject to additional charges billable in accordance with ATL's then current time and materials support policy: All time associated with problems or service calls that arise from: (i) Client's negligence; or (ii) alterations made or damage caused by parties other than ATL or its authorized representatives. ATL shall not be responsible for Client's computer network or for any connectivity or other related issues that prevent Client from gaining access to the Software Services.

2. DUTIES OF CLIENT

2.1 Administrator. Client shall designate a Software Services administrator. The administrator must have a working knowledge of the administrative module of the Software Services and Client data files and shall generally be responsible for template set-up, template management, and recording and reporting Errors and other problems. The administrator must attend the entire online administrative overview training session.

3. HOURS OF COVERAGE

3.1 Principal Period of Support. The principal period of support ("PPS") is a eight (8) hour period beginning at 8:00 a.m. ET and ending at 5:00 p.m. ET (Monday through Friday, excluding holidays) in the contiguous United States.

3.2 After Hours Support. The after-hours support (AHS) is from 5:01pm – 7:59am and covers the "Platform" only.

3.3 Hourly Support Service. Support Services that are performed outside of the PPS, at the request of the Client, or that are outside the scope of, or in addition to, the Support Services detailed herein, shall be deemed hourly service, and Client shall be billed in accordance with ATL's then current time and materials support policy. Upon Client's request, ATL shall provide

a written estimate of the cost to perform the work prior to beginning work on any task that is being billed in accordance with ATL's time and materials support policy.

4. PROCEDURES

4.1 Help Desk. Requests for Support Services will be directed to ATL customer support by calling the help desk telephone line or by sending an email or submitting a web form request to the help desk, if such Internet contact methods are available. If, during the PPS, ATL customer support personnel are unavailable to answer Client's call or immediately respond to Client's submission of email or web form requests, ATL shall use commercially reasonable efforts to respond to Client within 20 minutes of Client contacting the help desk if deemed to be a High Severity incident. ATL will work with the Client to categorize the reported problems by severity and update the customer support problem-reporting database as appropriate. ATL will use commercially reasonable efforts to resolve requests for Support Services reported by Client during the PPS in accordance with the severity matrix below, which severity level shall be finally determined by ATL, in its sole discretion. The resolution times set forth in the chart below are target times only, and are not guaranteed.

4.2 Authorized Contacts. Client may designate up to a maximum of two (2) authorized contacts per Client account. Additional contact people shall result in an additional charge to the Client. Client shall provide to ATL a list of its authorized contact people by the Effective Date of the Agreement. Client must give ATL prior notice of any proposed changes to the list of authorized contact people. The two (2) initial authorized contact people and any replacement contact people will not be authorized to contact the help desk until they have received the proper training from ATL.

5. SOFTWARE RELEASES

Subject to Client's payment of the Software Services Fee and compliance with all terms of the Agreement, ATL will provide Client access to Releases that are issued by ATL during the Term. Releases will be updated in the Software Services hosting environment at ATL's discretion with prior notice to Client. Updates will not take place during business hours, unless required to mitigate a specific issue affecting Client's usage of Software.

6. CONTENT LIBRARY

During the Term, provided that Client has paid the Software Services Fee, Client shall have access to ATL's Content library.

7. THIRD PARTY DATABASES

During the Term, provided that Client has paid the Software Services Fee, Client may purchase certain third-party databases pursuant to an applicable Quote. Such third-party databases will be periodically updated during the Term provided that Client has paid the Software Services Fee and Fees for such third-party databases.

SUPPORT SERVICES SEVERITY MATRIX

Severity	Definition	Target Resolution	Actions
High	Error that renders the Software Services inoperative or causes the Software Services to fail catastrophically.	Within 4 business hours	ATL shall promptly initiate the following procedures upon confirmation of the defect by ATL: (1) assign a senior customer support representative to correct the Error; (2) notify senior ATL management that a high severity defect has been reported and that steps are being taken to correct the defect; (3) provide Client with periodic reports on the status of the resolution; and (4) commence work to provide Client with a workaround or fix.
Medium	Error that materially restricts Clients use of the Software Services.	Within 1 business day	ATL shall assign customer support to correct the Error, provide Client with periodic reports on the status of the resolution, and use commercially reasonable efforts to include the fix for the Error in the next Release.
Low	Error that causes only a minor impact on Client's use of the Software Services and/or an Error for which a workaround is available.	Within 3 business days	ATL shall assign customer support to correct the Error, provide Client with periodic reports on the status of the resolution, and may in its discretion include the fix for the Error in the next Release.

SCHEDULE B - STATEMENT OF WORK – DEPLOYMENT SERVICES

ATL will perform Deployment Services for the Software Services pursuant to the Agreement and according to the terms and conditions below and the applicable Quote and Quote Detail, so long as Client has paid the applicable Fees.

1. DEPLOYMENT AND TRAINING HOURS

1.1 Setup and configuration of base Virtual environment is included in the one time "setup fee". This does not include any customizations unless specified on the Quote.

1.2 Hours included on the Quote Detail are **estimated** based on the historical average of hours required to deploy and train practices of similar size, specialty and number of locations. **ATL deployment and training hours are delivered on a time and materials basis.**

1.3 ATL shall provide both remote and on-site customization and training services at an hourly rate that is further defined in the Quote Detail. The hourly rate quoted is based upon an eight (8) hour day during normal business hours. Any work scheduled outside of normal business hours must be approved and scheduled in advance. ATL requires a (3) three-day minimum order for on-site visits.

1.4 Client purchased the number of customization and training hours set forth in the applicable Quote Detail. If Client requires additional customization hours, such time shall be made available to Client at ATL's then-current rates. Any Client caused delays while ATL is on-site shall count against the number of customization and training hours purchased by Client. All time incurred by the ATL customization and training team is documented on weekly time sheets and invoiced monthly. Hours invoiced can include, but are not limited to, phone calls, email correspondence, project planning, reporting, but do NOT include travel time.

1.5 ATL quotes hourly rates that include and exclude reasonable and customary travel expenses per the applicable Quote. For quotes that include reasonable and customary travel expenses in the hourly rate, any additional travel costs associated with the delay or change in agreed upon training dates will be invoiced as incurred as additional costs.

2. HARDWARE STAGING AND DATA MIGRATION

ATL will perform staging and set up and data migration services for the Software Services according to the terms and conditions below and the applicable Quote and Quote Detail, so long as Client has paid the applicable Fees. Staging and setup, and data migration services are quoted on a fixed fee plus reasonable and customary travel expense basis that is further defined in the Quote Detail.

2.1 Data Migration. If data migration services are specified on the Quote, ATL agrees to perform migration of data Client's current system to the Software Services for the charge set forth in the Quote, so long as the quality of the legacy system data is intact and accessible to ATL. Client will provide resources and personnel to complete all programming or reports necessary for data extraction, in the necessary formats, for

the purpose of such data migration.

3. DEPLOYMENT AND TRAINING

3.1 Project Plan Development and Client Assessment. ATL will perform a review of Client needs and develop a project plan specific to those needs.

3.2 Training. Training will be provided to Client in two stages. First, Client's system administrator shall attend administrative overview training, which will include an overview of the Software Services and training on system set-up procedures. Second, Client's end users will attend end-user training, which will include short sessions focusing on end-user's use of the Software Services.

3.3 Quality Assurance and Go-Live. Quality assurance and go-live consists of final testing and launch of the Software Services.

4. CLIENT RESPONSIBILITIES

To accomplish the Deployment Services tasks within the time estimated by ATL, ATL requires the following information and/or assistance from Client:

4.1 Appropriate Resources. Client will provide appropriate resources and personnel throughout the deployment process.

4.2 Project Manager. Client must designate a "project manager," who will be responsible for ensuring that all requested documentation is provided to ATL in a timely manner. Client's project manager will be the key point of contact for ATL. The project manager, or a designee thereof, must attend all status update meetings between Client and ATL.

4.3 Time Sheet Approval. Client must provide written approval for ATL time sheets on a weekly basis. It is Client's responsibility to track and verify that the time invoiced is accurate. If there are issues with time reported or the quality of the training provided, Client must notify the deployment and training manager and the ATL accounting department in writing within 5 days of such training. ATL does not provide credits for training time. If ATL and Client mutually agree that adequate training was not provided, ATL will provide additional training at no additional cost to the Client. It is in the best interests of both ATL and the Client that Client's staff is adequately trained.

4.4 Network. Client is responsible for ensuring that a computer network is installed and tested prior to deployment.

5. INTERFACES

Any interfaces to be developed by ATL for Client shall have the scope of work and Fees for such interface development set forth in a separate statement of work or Quote.

6. TERM

The Deployment Services term shall commence upon the Effective Date and continue until final completion of the Deployment Services.

SCHEDULE C - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made and entered into as of the date of the Agreement by and between ATL ("Business Associate") and the Client ("Covered Entity"). This BAA is only in effect if Covered Entity has obligations, which were disclosed and are represented on ATL Software and Services Agreement, under Title II of the Health Insurance Portability and Accountability Act of 1996, as amended (including by the Health Information Technology for Economic and Clinical Health, the "HITECH Act"), and the regulations issued and effective thereunder (collectively, "HIPAA") to ensure the integrity and confidentiality of Protected Health Information ("PHI") that the Business Associate may create for or receive from the Covered Entity. This BAA is drafted in accordance with Covered Entity's obligations under Title II of the Health Insurance Portability and Accountability Act of 1996, as amended (including by the HITECH Act and HIPAA) to ensure the integrity and confidentiality of PHI that the Business Associate may create for or receive from the Covered Entity.

1. DEFINITIONS

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as set forth in HIPAA. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E, as amended from time to time. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended from time to time.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 2.1. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA or as Required By Law.
- 2.2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA and in accordance with applicable law.
- 2.3. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- 2.4. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, created by or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- 2.5. To the extent that Business Associate maintains PHI in a Designated Record Set, as defined at 45 C.F.R. § 164.501, Business Associate agrees to provide Covered Entity, upon request, in a reasonable time and manner, PHI maintained or created by Business Associate, so Covered Entity can respond to a request by an Individual for access to inspect and obtain a copy of PHI in accordance with 45 C.F.R. 164.524.
- 2.6. To the extent that Business Associate maintains PHI in a Designated Record Set, as defined at 45 C.F.R. § 164.501, Business Associate agrees to provide Covered Entity, upon request, in a reasonable time and manner, PHI maintained or created by Business Associate, so Covered Entity can respond to a request by an Individual for amendment to the PHI and if requested by Covered Entity to incorporate any amendments to the PHI maintained by the Business Associate in accordance with 45 C.F.R. 164.526.
- 2.7. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate available to HHS within a reasonable time or designated by HHS, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.8. 45 C.F.R. 164.308, 164.310, 164.312, and 164.316 shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

- 2.9. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.
 - 2.10. Business Associate agrees to provide to Covered Entity or an Individual within a reasonable time, information collected in accordance with Section 2.9 of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual, in an electronic format, if requested, making such a disclosure request, if a direct response is requested by the individual.
 - 2.11. Effective February 17, 2010, Business Associate will comply with any restriction request under Section 4 if: (1) except as otherwise requested by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (2) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.
 - 2.12. Business Associate agrees to report to Covered Entity any use or disclosure of PHI or any Security Incident not provided for by this BAA of which it becomes aware. In addition, Business Associate shall notify Covered Entity within a reasonable amount of time of the discovery of a Breach of Unsecured PHI. Business Associate will treat the Breach as being discovered, and provide any required notification in accordance with 45 C.F.R. 164.410. If a delay is requested by a law-enforcement official in accordance with 45 C.F.R. 164.412, Business Associate may delay notifying Covered Entity for the applicable time period.
- ### 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE
- 3.1. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
 - 3.2. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - 3.3. Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that disclosures are either:
 - is Required by Law; or
 - Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Covered Entity's PHI that the person or entity will: (1) hold Covered Entity's PHI in confidence and use or further disclose Covered Entity's PHI only for the purpose for which Business Associate disclosed Covered Entity's PHI to the person or entity or as Required by Law; and (2) promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's PHI was breached.
 - 3.4. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).
 - 3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).
 - 3.6. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request on the minimum amount of Covered Entity's

PHI reasonably necessary to accomplish the intended purposes of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act, passed as part of the American Recovery and Reinvestment Act of 2009, and government guidance on the definition.

- 3.7. As of the effective date specified by HHS in final regulations to be issued on this topic, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving by the entity receiving PHI of that individual, except as otherwise allowed under the HITECH Act.

4. OBLIGATIONS OF COVERED ENTITY

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity with the exception of any uses or disclosures as allowed by Section 3 above.

5. TERM AND TERMINATION

- 5.1. **Term.** The term of this BAA shall be effective as of the Effective Date of the Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections

are extended to such information, in accordance with the termination provisions in this section.

- 5.2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate of this BAA, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA and the Agreement if Business Associate does not cure the breach or end the violation within a reasonable time period, or immediately terminate this BAA and the Agreement if Business Associate has breached a material term of this BAA and cure is not possible.

6. EFFECT OF TERMINATION

- 6.1. Except as provided in section 6.2, upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 6.2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. MISCELLANEOUS

- 7.1. **Regulatory References.** A reference in this BAA to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2. **Amendment.** The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, including the HITECH Act, and any guidance and regulations promulgated thereunder.
- 7.3. **Survival.** The respective rights and obligations of Business Associate under section 6 of this BAA shall survive the termination of this BAA.
- 7.4. **Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

SCHEDULE D – ATL AGREEMENT FOR PROTECTED DATA

This Agreement for Protected Data ("Data Agreement") is made and entered into as of the date of the Agreement by and between ATL and Client and is incorporated into the Agreement by this reference and shall be subject to the terms and conditions of the Agreement and its Schedules.

WHEREAS, ATL has a hosted software solution; and

WHEREAS, Client uses certain software services of ATL under the Agreement; and

WHEREAS, Client, if applicable, and ATL are committed to compliance with all state and federal statutes and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (as amended, "HIPAA") and regulations promulgated thereunder.

NOW, THEREFORE, in consideration for the mutual promises set forth herein and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINITIONS

Terms used but not otherwise defined in this Data Agreement shall have the same meaning as those terms in the Privacy Rule.

1.1. Aggregated Data shall mean Data from multiple Clients in the ATL LIMS On-Demand Network;

1.2. Authorized Purpose shall mean any use by ATL or a ATL Contractor of Client Data as provided for in this Data Agreement and, if applicable, permissible under HIPAA, specifically those purposes for which a Limited Data Set may be used which are research, public health or health care operations, as provided in 45 CFR Sect. 164.514(e)(3);

1.3. Client Data shall mean Limited Data Sets of information from Client's ATL LIMS System shared with the ATL LIMS On-Demand Network. Client Data does not include Protected Health Information that has not been extracted into a Limited Data Set;

1.4. ATL Contractor shall mean a third party that will have access to Client Data through the ATL LIMS On-Demand Network and agrees to be bound by a Data Use Agreement which shall include at least the same restrictions, terms, and conditions that apply to the ATL LIMS On-Demand Network under this Data Agreement with respect to Client Data.

1.5. Limited Data Set shall have the same meaning as the term "limited data set" in 45 CFR Sect. 164.514(e) of the Privacy Rule.

1.6. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

1.7. Protected Health Information shall have the same meaning as that term in 45 CFR 160.103 of the HIPAA Privacy Rule.

1.8. Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended from time to time.

1.9. Study Agreement shall mean an agreement directly between Client and an ATL Contractor for participation in Studies.

2. OBLIGATIONS OF PARTIES

2.1. Client owns all right, title and interest to the client data. This Data Agreement addresses ATL's access to and use of Client Data, and as such serves as a Data Use Agreement between Client and ATL pursuant to 45 CFR 164.514(e).

2.2. Client Data. By participating in the ATL LIMS On-Demand Network, Client agrees that ATL may, through its VPN network, extract Limited Data Sets from Client Data to be used for any Authorized Purpose.

2.3. Use of Client Data. ATL agrees to use and disclose Client Data only for an Authorized Purpose or as required by law, and shall ensure

that its respective directors, officers, employees, contractors and agents do not use or disclose Client Data in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the Client. In addition, Client agrees that ATL may disclose to an ATL Contractor, Protected Health Information if Client has entered a Study Agreement which authorizes such disclosure. Client also agrees that ATL may host in the ATL LIMS On- Demand Network archive copies of Client Data and Protected Health Information disclosed or transmitted to an ATL Contractor.

2.4. Safeguards against Misuse of Information. ATL will use appropriate physical, technological and administrative safeguards to prevent the use or disclosure of Client Data, other than as permitted under this Data Agreement, and to protect the security, integrity and availability of electronic Client Data to which it has proper access.

2.5. Reporting of Unauthorized Disclosures. ATL shall promptly upon becoming aware of any use or disclosure of Client Data in violation of this Data Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which ATL discloses Client Data, report such disclosure, in writing, to the Client from which the Client Data had been obtained. If protected data has been disclosed client shall be responsible for notifying its Patients about any disclosure for which such notification is mandated by state or federal law.

2.6. Agreements by Third Parties. Each agent, ATL Contractor, or other person that has or will have access to Client Data through the ATL LIMS On-Demand Network shall agree to be bound by a Data Use Agreement which shall include at least the same restrictions, terms, and conditions that apply to the ATL LIMS On-Demand Network under this Data Agreement with respect to Client Data.

2.7. Notice of Request for Data. ATL agrees to notify Client promptly upon receipt of any request for production or subpoena of Client Data, in connection with any governmental investigation or governmental or civil proceeding.

2.8. Termination upon Breach. This Data Agreement may be terminated by either party upon five (5) days prior written notice to the other party in the event that such other party breaches any provision of this Data Agreement and such breach is not cured within such five (5) day period. Upon termination, Client will no longer allow ATL or an ATL Contractor to access, use or disclose Client Data and shall notify the Secretary of the U.S. Department of Health and Human Services of the situation pursuant to 45 CFR 164.514(e). Each party shall have the right to fully exercise any remedy existing at law or in equity in the event the other party breaches or violates this Data Agreement.

2.9. Return or Destruction of Data. Upon Termination of this Data Agreement, ATL shall either return Protected Health Information to Client, or destroy such Protected Health Information, as appropriate in its discretion.

2.10. Survival of Terms. The terms and provisions of this Data Agreement that protect Client Data shall survive expiration or termination of this Data Agreement and such information shall thereafter only be used or disclosed for the Authorized Purpose.

2.11. Entire Agreement. This Data Agreement supersedes all previous representations, understandings or agreements regarding the Client Data and shall prevail notwithstanding any variance with terms and conditions of any other document submitted by or on behalf of Client or ATL regarding the Client Data; provided, that, to the extent the Client enters into a Study Agreement with ATL or an ATL Contractor outlining the terms of the Client's participation in a specific Study, the terms of such Study Agreement shall govern the use of Client Data for such Study.

- 2.12. Amendment.** The Parties agree to take such action as is necessary to amend this Data Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules, HIPAA and other federal, state or local law as in existence from time to time.

SCHEDULE E-SERVICE LEVELS

General. This Schedule E sets forth the Service Levels against which ATL's performance of the Software Services (as defined in the Agreement) will be measured and describes the methodology for calculating Service Level Credits (defined below) that may become due and payable to Client if ATL fails to achieve any Service Levels. The Service Levels are set forth in Section 6 below.

1. Service Level Credits. ATL shall issue credits ("Service Level Credits") to Client for any failure by ATL to meet or exceed a Service Level in accordance with this Schedule E. Service Level Credits will be issued on a monthly basis based upon ATL's performance of the Software Services in the prior month and will be applied against ATL's next monthly invoice for the Software Services.

2. Measurements and Reporting. Commencing on the first Access date, ATL shall provide Client a monthly report in sufficient detail to verify ATL's performance of the Software Services as measured by the Service Levels.

3. Exclusions. ATL shall not be responsible for its failure to meet any Service Levels to the extent its performance of the Software Services is adversely affected by the occurrence of any of the following events:

- (i) Client's failure to perform its obligations under the Agreement;
- (ii) the wrongful acts or omissions of Client or any of its third-party vendors;
- (iii) the failure of any of Client's employees to adequately perform their tasks related to the Software Services;
- (iv) unreasonable, untimely, incomplete or inaccurate information from Client;
- (v) the failure of a Client's equipment or software in a manner that is not ATL's fault;
- (vi) the occurrence of a Force Majeure Event, which shall mean a delay in the performance of ATL's obligations under the Agreement if and to the extent caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, wars, acts of terrorism, rebellions or revolutions in any country; acts or omissions of third parties; or any other cause beyond the reasonable control of that party;
- (vii) Scheduled Downtime (as defined below); and/or
- (ix) other reasons outside of ATL's control, including any of the following:
 - Failure of any connectivity not provided by or on behalf of ATL, including external connectivity used by tele-workers to the extent such external connectivity is not provided by ATL.

- Failure of electric utility power at the Client's facilities, provided that such failure is not arising from or related to any act or omission of ATL or its agents.
 - Domain Name Service (DNS) failure, when such services are not under ATL's control or controlled or provided by an agent of ATL.
 - Scheduled maintenance or system updates to the Software Services performed by ATL personnel or its representatives.
 - An equipment or software failure of any ATL server so long as the failure does not affect the ability for the Client to print from or access the Software Services.
 - Any problems accessing any email, web address, or application other than those directly provided by ATL, or controlled or provided by an agent of ATL for the Software Services.
 - Any third-party application that is installed or updated by Client and/or a third party that causes the Software Services to lose any degree of functionality. As an example, many third-party programs may rely on function libraries or other components which may be overwritten by Windows OS or Office updates, or another third-party application that causes the Software Services to no longer function. Some websites may not be accessible due to system security settings or version conflicts (JVM, ActiveX, plug-ins, etc.). Some third-party applications may rely on access to external servers or services which are not hosted by ATL (email, interface servers, web portals, etc.).
- 4. Scheduled Downtime.** ATL's standard maintenance window is each Sunday night from 6:00 p.m. ET to 5:00 a.m. ET ("Standard Window") at which time the Software Services may be unavailable for use due to scheduled maintenance. In addition, ATL may perform scheduled maintenance from 1:00 a.m. ET to 5:00 a.m. ET each morning and ATL will notify Client for any maintenance expected to prevent access to the Software Services for more than 15 minutes. The notification shall include the reason and the procedure for implementing the change. Except in cases of emergency, notification will be provided at least two (2) weeks prior to such planned downtime. In cases of emergency, ATL will notify Client of a planned downtime within one (1) hour of such emergency. Client will approve of any scheduled maintenance downtime, which will cause the total scheduled maintenance downtime for the month to exceed two (2) hours.

5. **Service Levels and Credits.** There is a separation in Service Level between the “platform” and the “software”. They are described as follows:
Platform: Is the systems upon which the software runs. If user is able to connect to the login page the platform is considered available.
Software is the supporting software (Citrix) and the actual LIMS software. If the user is able to login to the system and can see the software icon but not launch the software then software is considered down.

The separation in service level is the result of the customer having a LIMS administrator with the capability to adversely affect the LIMS system potentially causing an outage.

The following Service Levels, Service Level Credits and related terms and conditions shall apply to the Services:

SERVICE LEVEL DESCRIPTION – AVAILABILITY OF SOFTWARE SERVICES																											
Service Level Description		The percentage of time that the Software Services are Available for Use (described below) during each month of the Term.																									
Hours of Operation		24x7																									
Service Level		Not less than 99.9%																									
Calculation		The Software Services are “Available for Use” when the Software Services are accessible and available for Client use consistent with the terms of this SOW #2 and is calculated as follows ((Monthly Available Time – Unexcused Downtime) / Monthly Available Time) x 100. For example, if the Monthly Available Time during the month is 100 hours and the application is Available for Use during 98 hours, and thus the “Availability” is 98%.																									
Measurement		All material functionality of the Software Services stated in the documentation usable by, and able to process information for, Client’s end users on-line without material degradation in speed, responsiveness or functionality.																									
REPORTING																											
Measurement Interval		Monthly																									
CONDITIONS																											
SLA Effective Date		Upon the Go Live Date																									
Requirements and/or Dependencies		N/A																									
Exclusions		See Section 3 above.																									
Service Level Credit		<div>Commencing on the Go Live date, for any calendar month in which Availability of the Client Software Services is less than 99.9%, ATL will provide Client with a Service Level Credit for client’s hosting fees equal to one of the following:</div> <table><tr><th colspan="3">Availability</th></tr><tr><th>Credit</th><th>Low End</th><th>Upper End</th></tr><tr><td>0%</td><td>99.9%</td><td>100.00%</td></tr><tr><td>10%</td><td>97.0%</td><td>99.8%</td></tr><tr><td>15%</td><td>95.0%</td><td>96.9%</td></tr><tr><td>25%</td><td>90.0%</td><td>94.9%</td></tr><tr><td>50%</td><td>50.0%</td><td>89.9%</td></tr><tr><td>100%</td><td>0.0%</td><td>49.9%</td></tr></table>		Availability			Credit	Low End	Upper End	0%	99.9%	100.00%	10%	97.0%	99.8%	15%	95.0%	96.9%	25%	90.0%	94.9%	50%	50.0%	89.9%	100%	0.0%	49.9%
Availability																											
Credit	Low End	Upper End																									
0%	99.9%	100.00%																									
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25%	90.0%	94.9%																									
50%	50.0%	89.9%																									
100%	0.0%	49.9%																									
SERVICE LEVEL DESCRIPTION – AVAILABILITY OF PLATFORM SERVICES																											
Service Level Description		The percentage of time that the Software Services are Available for Use (described below) during each month of the Term.																									
Hours of Operation		24x7																									
Service Level		Not less than 99.99%																									
Calculation		The Platform Services are “Available for Use” when the Software Services are accessible and available for Client use consistent with the terms of this SOW #2 and is calculated as follows ((Monthly Available Time – Unexcused Downtime) / Monthly Available Time) x 100. For																									

	example, if the Monthly Available Time during the month is 100 hours and the application is Available for Use during 98 hours, and thus the “Availability” is 98%.		
Measurement	All material functionality of the Platform Services stated in the documentation usable by, and able to process information for, Client’s end users on-line without material degradation in speed, responsiveness or functionality.		
REPORTING			
Measurement Interval	Monthly		
CONDITIONS			
SLA Effective Date	Upon the Go Live Date		
Requirements and/or Dependencies	N/A		
Exclusions	See Section 3 above.		
Service Level Credit	Commencing on the Go Live date, for any calendar month in which Availability of the Client Software Services is less than 99.99%, ATL will provide Client with a Service Level Credit for client’s hosting fees equal to one of the following:		
	Availability		
	Credit	Low End	Upper End
	0%	99.99%	100.00%
	10%	97.00%	99.98%
	15%	95.00%	96.99%
	25%	90.00%	94.99%
	50%	50.00%	89.99%
	100%	0.00%	49.99%

6. **Back Up Scheduling.** Commencing on the Go Live date and continuing for the remainder of the term of the Agreement, ATL, or its subcontractors will provide and administer a backup solution for the Client in order to facilitate data recovery by backing up the Client's data (including, but not limited to, an off-line "snap-shot" of the database being used to store Client's data) at the end of each business day. The tape backup **optional** solution, as defined on quote, will allow for the following with respect to the data for Client:

- Allow data recoverability daily for the prior two weeks backups;
- Allow data recoverability weekly for the previous calendar month; and
- Allow data recoverability monthly for 12 previous months.

SCHEDULE F -QUOTE

This section is left blank, and incorporates the final quote/proposal pricing by reference

SCHEDULE G: ATL Recurring Payment Authorization Form

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, or American Express. Just complete and sign this form to get started.

Recurring Payments Will Make Your Life Easier:

- It's convenient (easy for accounting, no monthly requests/approvals, and saves you time and postage)
- Your payment is always on time, eliminating late charges and service interruptions

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your statement as a charge from ATL. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize Accelerated Technology Laboratories (ATL) to charge my

(authorized designee)

credit card, or auto-draft from a Checking account as indicated below for \$_____ USD on the
(amount)

_____ of each _____ for payment of my _____
(day) (frequency) (service)

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Checking Account

☐ Checking

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card*

☐ Visa ☐ MasterCard ☐ Amex

Cardholder Name _____

Account Number _____

Exp. Date _____

CVV (3-4 digit number on back of card) _____

(Amex is 4 digit number on front right of card) _____

*A 3% fee will be added to all credit card payments

Yearly via ACH & Check: ☐ Pay Yearly in Advance (additional 3% discount)

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify ATL in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For charges to my checking account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that ATL may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$50 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company, so long as the transactions correspond to the terms indicated in this authorization form.

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-007

AWARD OF EMERGENCY REPAIR CONTRACT

WHEREAS, the Niagara Falls Water Board (“Water Board”) from time to time encounters an emergency repair project that exceeds the limits of the Water Board’s equipment or workforce; and

WHEREAS, to protect persons and property, promote efficiency, avoid delay, and reduce the costs associated with such emergency work it has found it useful and appropriate to pre-bid its labor and material rates for such work; and

WHEREAS, an invitation to bid for Project No. 20220002, Emergency Repair Contract for the period of December 1, 2022 through November 31, 2024, was issued to contractors for the work; and

WHEREAS, the basis for the bids was estimated quantities of work, with the actual expenditure associated with this indefinite delivery / indefinite quantity contract to depend on its utilization; and

WHEREAS, the bid specifications for the project removed the typical Water Board requirement for payment and performance bonds because the contract is bid is based on unit and labor prices for comparison purposes, resulting in a total that is much greater than the historic utilization for this contract and to require bidders to obtain payment and performance bonds in the amount of the bid item total without any guaranteed work may result in a contractor spending more on bonds than earned in the contract and thus could result in contractors declining to bid altogether; and

WHEREAS, sealed bids were opened on September 27, 2022, and one bid was received from Mark Cerrone, Inc., in the amount of \$2,485,765 for the items and quantities specified in the bid documents for comparison purposes; and

WHEREAS, for the purpose of comparing the bid amount with the historic actual contract utilization-based expenditure, in 2020 and 2021, Mark Cerrone, Inc., held the emergency repair contract, and the total paid during that period pursuant to the contract was \$270,756.89, an average of \$54,000 per job; and

WHEREAS, Clark Patterson Lee, the Water Board’s engineers for this project, have reviewed the bid and found Mark Cerrone, Inc., to be responsive to the bid and qualified to perform the work;

* 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 Mark Cerrone, Inc., on an indefinite delivery / indefinite quantity basis for Emergency Repairs for the period of December 1, 2022 through November 31, 2024, with procurements in excess of the Executive Director's purchasing authority which will not result in harm to life or property if delayed to be subject to Board approval and procurements made on an emergency basis which exceed the Executive Director's purchasing authority to presented to the Board for approval at the next meeting following the procurement.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
To be determined on a case-by-case basis based on reason contract is used.

On October 3, 2022, 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 FALLA WATER BOARD
 EMERGENCY REPAIR CONTRACT
 BID DATE: 3-Jan-20

MARK CERRONE, INC

ITEM					ITEM	2020 RATE	2022 RATE	HOURS	2022 TOTAL	2020 TOTAL
1A-1					1A-1	\$38.00	\$100.00	24	\$2,400.00	\$ 912.00
1A-2					1A-2	\$86.00	\$100.00	8	\$800.00	\$ 688.00
1A-3					1A-3	\$20.00	\$20.00	16	\$320.00	\$ 320.00
1A-4					1A-4	\$40.00	\$60.00	16	\$960.00	\$ 640.00
1A-5					1A-5	\$76.00	\$100.00	24	\$2,400.00	\$ 1,824.00
1A-6					1A-6	\$95.00	\$250.00	8	\$2,000.00	\$ 760.00
1A-7					1A-7	\$127.00	\$100.00	300	\$30,000.00	\$ 38,100.00
1A-8					1A-8	\$75.00	\$85.00	8	\$680.00	\$ 600.00
1A-9					1A-9	\$16.00	\$35.00	200	\$7,000.00	\$ 3,200.00
1B-1					1B-1	\$179.00	\$205.00	100	\$20,500.00	\$ 17,900.00
1B-2					1B-2	\$217.00	\$245.00	100	\$24,500.00	\$ 21,700.00
1B-3					1B-3	\$164.00	\$185.00	24	\$4,440.00	\$ 3,936.00
1B-4					1B-4	\$140.00	\$160.00	24	\$3,840.00	\$ 3,360.00
1B-5					1B-5	\$208.00	\$220.00	575	\$126,500.00	\$ 119,600.00
1B-6					1B-6	\$160.00	\$195.00	24	\$4,680.00	\$ 3,840.00
1B-7					1B-7	\$158.00	\$150.00	24	\$3,600.00	\$ 3,792.00
1B-8					1B-8	\$128.00	\$140.00	24	\$3,360.00	\$ 3,072.00
1B-9					1B-9	\$317.00	\$350.00	325	\$113,750.00	\$ 103,025.00
2A-1					2A-1	\$109.00	\$165.00	24	\$3,960.00	\$ 2,616.00
2A-2					2A-2	\$99.00	\$150.00	24	\$3,600.00	\$ 2,376.00
2A-3					2A-3	\$103.00	\$150.00	24	\$3,600.00	\$ 2,472.00
2B-1					2B-1	\$432.00	\$517.00	3500	\$1,809,500.00	\$ 1,512,000.00
2C-1					2C-1	\$252.00	\$375.00	200	\$75,000.00	\$ 50,400.00
3A					3A	\$147.00	\$250.00	250	\$62,500.00	\$ 36,750.00
3B					3B	\$177.00	\$275.00	100	\$27,500.00	\$ 17,700.00
4A					4A	\$2,950.00	\$2,300.00	15	\$34,500.00	\$ 44,250.00
4B					4B	\$2,950.00	\$2,500.00	2	\$5,000.00	\$ 5,900.00
4C					4C	\$98.00	\$155.00	300	\$46,500.00	\$ 29,400.00
5A					5A	\$115.00	\$140.00	50	\$7,000.00	\$ 5,750.00
5B					5B	\$333.00	\$375.00	5	\$1,875.00	\$ 1,665.00
5C-1					5C-1	\$19.00	\$25.00	300	\$7,500.00	\$ 5,700.00
6					6	\$25,000.00	\$25,000.00	1	\$25,000.00	\$ 25,000.00
7					7	\$25,000.00	\$20,000.00	1	\$20,000.00	\$ 25,000.00
TOTAL									\$2,484,765.00	\$ 2,094,248.00

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-008

**CHANGE ORDER FOR WWTP HVAC AND DUCTWORK CONTRACT
TO ADD CONFERENCE ROOM HVAC REPLACEMENT**

WHEREAS, the Niagara Falls Water Board (“Water Board”) pursuant to Resolution 2022-01-003 awarded a bid for Water Treatment Plant HVAC and Plumbing Relocation and Wastewater Treatment Plant Ductwork Replacement to John W. Danforth Co.; and

WHEREAS, the Water Board is expanding the conference and meeting room at the Michael C. O’Laughlin Municipal Water Plant to facilitate larger and more productive meetings, training, and similar uses for that room; and

WHEREAS, the area of the expanded conference room currently is heated and cooled with four separate heat pump units, all of which appear to be original to the building and while still functional are near the end of their anticipated service life; and

WHEREAS, through CPL, its engineers, the Water Board solicited a proposal from Danforth dated September 12, 2022 for the cost to replace the four old units with two appropriately-sized new units together with necessary ductwork and diffusers for the sum of \$31,900; and

WHEREAS, Danforth’s proposal included as a \$3,000 optional alternate relocating one of the old units to the first-floor telephone room, which long has had temperature-regulation issues due to the location of server equipment in that enclosed space; and

WHEREAS, the other old heat pump units will be retained by the Water Board for spare parts; and

WHEREAS, the original bid includes \$20,000 for contingencies arising during construction which has not been used; and

WHEREAS, the Danforth proposal, including the alternate, totals \$34,900, and if the change order is approved, the \$20,000 contingency in the original bid will be applied to this change order, so the total new funds required to be appropriated to complete the desired scope of work are \$14,300;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute the September 12, 2022 change order presented by John W. Danforth to replace the heat pumps in the water treatment plant conference room and relocate one of replaced heat pumps to the first-floor telephone room for a total cost not to exceed \$34,300, which after application of the \$20,000 contingency remaining in the original bid for Water Treatment Plant HVAC and Plumbing Relocation, and Wastewater Treatment Plant Ductwork Replacement results in the appropriation via this Resolution of an additional \$14,300 for this project.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Draft 2022 – 2026 CIP Item: WTP-6, WTP Building Improvements and Caulking
Capital Line Supplied by: D. Williamson
Funds Confirmed by: B. Majchrowicz

On October 3, 2022, 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

From: Jay Meyers <JMeyers@CPLteam.com>
Sent: Tuesday, September 13, 2022 1:29 PM
To: Sean Costello
Subject: WTP Conference Room HVAC
Attachments: ChangeOrder for newequipmentNFWB Conference Room.pdf

Sean,

Attached is the proposal for new HVAC equipment for the conference room renovation. This proposal is to remove the old units and supply and install 2 new heat pumps for the conference room. This will also be new ductwork and diffusers. The old equipment is still usable but too small for the new purpose. The old equipment will remain NFWB property to reuse when a unit elsewhere in the Plant fails.

Also included in the proposal is to relocate one of the existing units to the storage/server room on the first floor below the new conference room.

JW Danforth has the contract to relocate the existing ductwork and piping, which has already been completed. That contract had a \$20,000 contingency allowance which was never used. That \$20,000 can be put towards the new systems. A change order for \$14,300.00 would need to be approved by the Board. Can you get a resolution for this work on the agenda for 9/26/2022 meeting?

Danforth's new proposal was for \$31,900.00 Conference Room
 \$3000.00 storage/server room
 \$34,300.00 Total
 -\$20,000.00 Contingency money
 \$14,300.00 Change Order amount.



Jay Meyers, P.E.
Direct: 716.880.1264
ARCHITECTURE. ENGINEERING. PLANNING.
CPLteam.com

From: Jay Meyers <JMeyers@CPLteam.com>
Sent: Tuesday, September 13, 2022 1:40 PM
To: Sean Costello
Subject: WTP Conference Room

I just got an update from Danforth. The equipment lead time is 8 weeks, construction 1-2 weeks.



Jay Meyers, P.E.

Direct: 716.880.1264

ARCHITECTURE. ENGINEERING. PLANNING.

CPLteam.com



JOHN W. DANFORTH COMPANY
GENERAL CONTRACTORS FOR MECHANICAL SYSTEMS

Industrial Piping • Power Plants • Heating/Air Conditioning • Plumbing • Air and Water Pollution Control • Sheetmetal

September 12, 2022

Clark Patterson Lee

Attn: Mr Jay Meyers

RE: **Niagara Falls Water Board Conference Room**

HVAC PROPOSAL

Scope of Work: We are pleased to submit our lump sum quotation including all supervision, labor, materials and tools required to complete the work for the above referenced project.

Pricing Includes:

- Demolition of existing pipe and duct to accommodate new room layout;
- We have calculated a cooling load to ensure equipment, pipe and duct are sized appropriately for the new space layout;
- Existing heat pumps to be handed over to owner;
- Furnish and install two (2) 2.5 ton heat pumps for new conference room layout;
- Furnish and install one new programmable thermostat to control the two new heat pumps;
- Furnish and install new ducts, diffusers, and grilles;
- Furnish and install new condenser water piping to new heat pumps. New pipe to tie into existing piping as required;
- Furnish and install new condensate drain piping to tie into existing;
- Insulation of new duct and condensate drain pipe per NYS Energy Code;
- Test, Check & Start of Equipment;
- NEBB Certified Test and Balancing;

All for the sum of.....\$31,900.00

Add price to relocate one (1) existing heat pump to first floor IT room. Price includes removal of existing heat pump and install of new.....+\$3,000.00

300 Colvin Woods Parkway •Tonawanda, New York 14150 •Tel: 716-832-1940 •Fax: 716-832-2388
930 Old Dutch Road •Victor, New York 14564 • Tel: 585-924-7030 • Fax: 585-924-7916

JOHN W. DANFORTH COMPANY

Page 2

September 12, 2022

Price Does Not Include:

- New York State sales tax;
- Performance bond, payment bond, or special insurances of any kind;
- Pricing is based on conditions at time of bid. Danforth reserves its right for an adjustment in contract time, price, or both, due to changing conditions relating to COVID-19, or any pandemic, epidemic, or disease outbreak;
- Premium time;
- Concrete, grouting, cut/patch, roofing, structural, excavation/backfill, shoring/tamping, dewatering, painting/coatings, electrical, fire protection, or firestopping;
- Dumpsters & environmental remediation (i.e. asbestos, lead, mold, etc.) of any kind;
- Unforeseen conditions & relocation of existing services not explicitly detailed on plans;
- Temporary heating or cooling/dehumidification;
- Any delegated design, design calculations, or PE stamp
- Any work that is not explicitly called out in inclusions above.

Terms:

Net 30 Days

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as indicated. Payment will be made as outlined above. The conditions above stand good for 30 days.

JOHN W. DANFORTH COMPANY

BY: _____
Matthew McGuire
Chief Estimator

BY: _____

DATE: September 12, 2022

DATE: _____

**CHANGE ORDERS FOR WWTP PROJECT 3
POLYMER ROOM EXTRA WORK AND ELECTRICAL ADDITIONS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has underway a construction project that it refers to as wastewater treatment plant (“WWTP”) Project 3 – Screenings and Grit Transport Equipment Improvements, Polymer Equipment Upgrades, and Dewatering Equipment Control Upgrades, required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation (“Project 3”); and

WHEREAS, in the course of constructing improvements related to the primary treatment polymer system and in the room where the polymer is prepared, certain additions and revisions to the original designed scope of work have been identified as necessary or beneficial to the safest and most efficient operation of the polymer system; and

WHEREAS, change order 3-GC-001 includes the following changes to the Project 3 general contractor scope of work: (1) a \$11,031.07 credit for deletion of thickened sludge pump meter work; (2) \$5,880.23 for adding four new floor drains in the polymer storage room; (3) \$8,851.50 for modifications to the local control panels for each new dry polymer system; (4) \$11,840.71 for changes to the dewatering master control panel modbus system; and (5) \$9,444.19 for installation of a polymer system water booster pump, for a net increase of \$24,985.56 to the Water Board’s contract with Hohl Industrial Services, Inc.; and

WHEREAS, in various areas where Project 3 work has been constructed, there has been the need to add electrical work to accommodate other changes or improvements requested by Water Board staff; and

WHEREAS, change order 3-EC-001 includes the following changes to the Project 3 electrical contractor scope of work: (1) \$9,030.96 for adding an additional junction box and conduit for top/side entry into existing motor control center SB (MCC-SB); (2) \$6,936.76 for new lights in the sludge dewatering control room; (3) \$9,254.26 for labor to evaluate existing dewatering control console equipment/system wiring; (4) \$24,865.50 for additional electrical Work for new dry polymer systems; and (5) \$13,722.50 for additional belt conveyor Work, including installation of a local control station, relocation of the belt conveyor disconnect, conduit and wire for horn/strobe and E-stop pushbutton, and re-building of the existing motor control center bucket; and (6) \$512.09 for a new belt conveyor start/stop local control station since the existing control station that was to be used is inoperable, for a net increase of \$64,322.07 to the Water Board’s contract with CIR Electrical Construction Corp.; and

WHEREAS, additional improvements and change in scope for Project 3 are being reviewed and negotiated with the general and electrical contractors by Water Board staff, CPL as the Water Board’s project manager, and Arcadis as the project engineer, but at this time only the changes presented by this Resolution are recommended for Board approval;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Executive Director hereby is authorized to execute on behalf of the Niagara Falls Water Board change order 3-GC-001 to the WWTP Project 3 general contractor agreement with Hohl Industrial Services, Inc., for a net increase of \$24,985.26 to that contract amount; and

IT IS FURTHER RESOLVED, that the Executive Director hereby is authorized to execute on behalf of the Niagara Falls Water Board change order 3-EC-001 to the WWTP Project 3 electrical contractor agreement with CIR Electrical Construction Corp., Inc., for a net increase of \$64,322.07 to that contract amount.

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 3
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: B. Majchrowicz

On October 3, 2022, 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 3-GC-001

Owner:	Niagara Falls Water Board	Owner's Project No.:	3
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30066326
Contractor:	Hohl Industrial Services, Inc.	Contractor's Project No.:	179421
Project:	Project No. 3		
Contract Name:	General Contract 3G		
Date Issued:	October 3, 2022	Effective Date of Change Order:	October 3, 2022

The Contract is modified as follows upon execution of this Change Order:

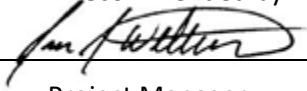
Description:

1. Delete thickened sludge pump (TSP) flow meter Work.
2. Provide four new floor drains in the polymer storage room.
3. Provide modifications to the local control panels for each new dry polymer system.
4. Provide changes to the dewatering master control panel modbus system.
5. Install Owner-furnished polymer system water booster pump and provide appurtenant systems.

Attachments:

1. 4/12/2022 Change Proposal and 3/25/2021 Proposal Request for change issue 3-GC-001.
2. Marked-up 2/28/2022 Change Proposal and marked-up 10/28/2021 Proposal Request for change issue 3-GC-002.
3. 4/22/2022 Change Proposal and 2/28/2021 Proposal Request for change issue 3-GC-008.
4. 4/22/2022 Change Proposal for change issue 3-GC-012.
5. 9/19/2022 Change Proposal and 9/12/2022 Proposal Request for change issue 3-GC-014.

Change in Contract Price		Change in Contract Times (Calendar Days)	
Original Contract Price:		Original Contract Times:	
\$ 1,527,000.00		Substantial Completion:	172
		Ready for final payment:	200
[Increase] [Decrease] from previously approved Change Orders:		[Increase] [Decrease] from previously approved Change Orders:	
\$ 0.00		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,527,000.00		Substantial Completion:	172
		Ready for final payment:	200
[Increase] [Decrease] per this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 24,985.56		Substantial Completion:	0
		Ready for final payment:	0
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,551,985.56		Substantial Completion:	172
		Ready for final payment:	200

	Recommended by Engineer	Accepted by Contractor
By:		
Title:	Project Manager	
Date:	September 29, 2022	
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

**NIAGARA FALLS WATER BOARD
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT NO. 3**

CHANGE PROPOSAL

Owner: Niagara Falls Water Board
 Project Name: Wastewater Treatment Plant Upgrades Project No. 3
 Change Proposal No.: _____ Date: _____
 Submitted in Response to Proposal Request No.: _____
 Contract Name and No.: _____
 Contractor: _____
 Subject: _____

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item:*
2. *Item:*

JUSTIFICATION:

1. *Item:*
2. *Item:*

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item		0	0
2. Item	\$0.00	0	0
Total This Change Proposal	\$0.00	0	0

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: _____

Signature of Proposer: _____



**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT – PROJECT NO. 3**

PROPOSAL REQUEST

Proposal Request No.: GC-001 Date: March 25, 2020

Contract Name and No.: General

Contractor: Hohl Industrial Services, Inc.

Other Contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Order proposal for the proposed modifications described below. If the associated Change Order proposal is approved, a Change Order will be issued to authorize adjustment to the scope of Work. This Proposal Request is not a Change Order, Work Change Directive, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

1. *Change Issue 3-GC-001: Delete thickened sludge flow meter Work:*
 - Provide a credit for deleting thickened sludge flow meter Work, including removal of inline flow elements and flow indicating transmitters (i.e., FE-2 through FE-4 and FIT-2 through FIT-4), and providing new flow meters per Section 40 70 05, Primary Sensors and Field Instruments.

Proposal Requested By: Arcadis of New York, Inc.

Signature of Requestor:  _____

**NIAGARA FALLS WATER BOARD
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT NO. 3**

CHANGE PROPOSAL

Owner: Niagara Falls Water Board
 Project Name: Wastewater Treatment Plant Upgrades Project No. 3
 Change Proposal No.: 3-GC-002 Date: 2/28/22
 Submitted in Response to Proposal Request No.: Not assigned
 Contract Name and No.: NFWWTP Screenings and Grit Transport Equip Improvements
 Contractor: Hohl Industiral Services, Inc.
 Subject: Floor Drains in Polymer Storage Room S116

The following changes to the Contract are proposed:

SCOPE OF WORK: (attach and list supporting information as required)

1. Item: Provide Four(4) floor drains in the second floor slab of the Polymer Storage Room
~~XXXXXX:~~

JUSTIFICATION:

1. Item: Per Proposal Request GC-002
~~XXXXXX:~~

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item Floor Drains	\$40,384.73	0	0
2. Item	\$0.00	0	0
Total This Change Proposal	\$40,384.73	0	0

5880.23

3910 + 1690.22 = 5600.22 + 5% 28001

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

reduce current
CO by 4504.5

Change Proposal by: Bradley Roberts

Signature of Proposer: 



300 Scott Street
Buffalo NY 14204
Phone: 716-614-7473 Fax: 716-614-7465
www.mollenbergbetz.com

To: Hohl Industrial
770 Riverview Blvd.
Tonawanda, NY 14150

Date: 2/28/2022
Doc #: SJ2022-045

Project: Niagara Falls Water Board: Proj. #3
Wastewater Treatment Plant
Upgrades

Re: Floor Drains and Piping

Proposed Change Order

The following is our material and labor breakdown to furnish/install (4) floor drains as per plan M-003. Price includes concrete coring of existing slab to install (2) two of the floor drains. The remaining (2) two drains shall be set or sleeved prior to concrete pouring. Piping shall be schedule 80 PVC with solvent cemented fittings. Floor drains will be cast iron bodied as per plans and specifications.

Cost Breakdown

MB Labor:	\$5469.00	2734.5
MB Material	\$1662.00	665
Equipment Rental(s).....	\$0.00	
Subtotal	\$7131.00	3410.
MB Mark-Up (15%).....	\$1069.00	510
Grand Total	\$8200.00	3910

Sales or use taxes are not included in our pricing. If applicable, they will be added to the price quoted. If the project is treated as a capital improvement, the price quoted will increase by the cost of the use tax incurred by Mollenberg-Betz.

Total cost of proposed change to contract.....\$8200.00
Change to contract completion dateday(s)

Originated by Mollenberg-Betz

Acknowledged by

Signed: _____

Signed: _____

By: Jeremy Steinkirchner
Project Manager

By: _____

Date: 12/15/2021

Date: _____



IROQUOIS

CONSTRUCTION SERVICES

CO Request

CUSTOMER: Hohl Industrial Services
PROJECT: NFWWTP

NUMBER: 3-1260
DATE: 12/14/21

We appreciate the opportunity to quote your firm for your construction needs in reference to the project listed above. Iroquois Bar Corp is a New York State registered **minority business enterprise (MBE)**.

Additional cost associated with forming around floor drains

Labor		
	Carpenter Foreman 8hrs @ \$85.77/hr	=\$ 686.16
	Laborer 8hrs @ \$85.45/hr	=\$ 683.60
Material		
	Lumber/Misc 2ea @ \$50/ea	=\$ 100.00
		\$1,469.76
OH&P	15%	=\$ 220.46
Total		\$1,690.22

Chris Beal, Project Manager
Please sign and return.

Accepted By (Signature)

Accepted By (Name Printed)

Date

**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT – PROJECT NO. 3**

PROPOSAL REQUEST

Proposal Request No.: GC-002 Date: October 28, 2021

Contract Name and No.: General

Contractor: Hohl Industrial Services, Inc.

Other Contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Order proposal for the proposed modifications described below. If the associated Change Order proposal is approved, a Change Order will be issued to authorize adjustment to the scope of Work. This Proposal Request is not a Change Order, Work Change Directive, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

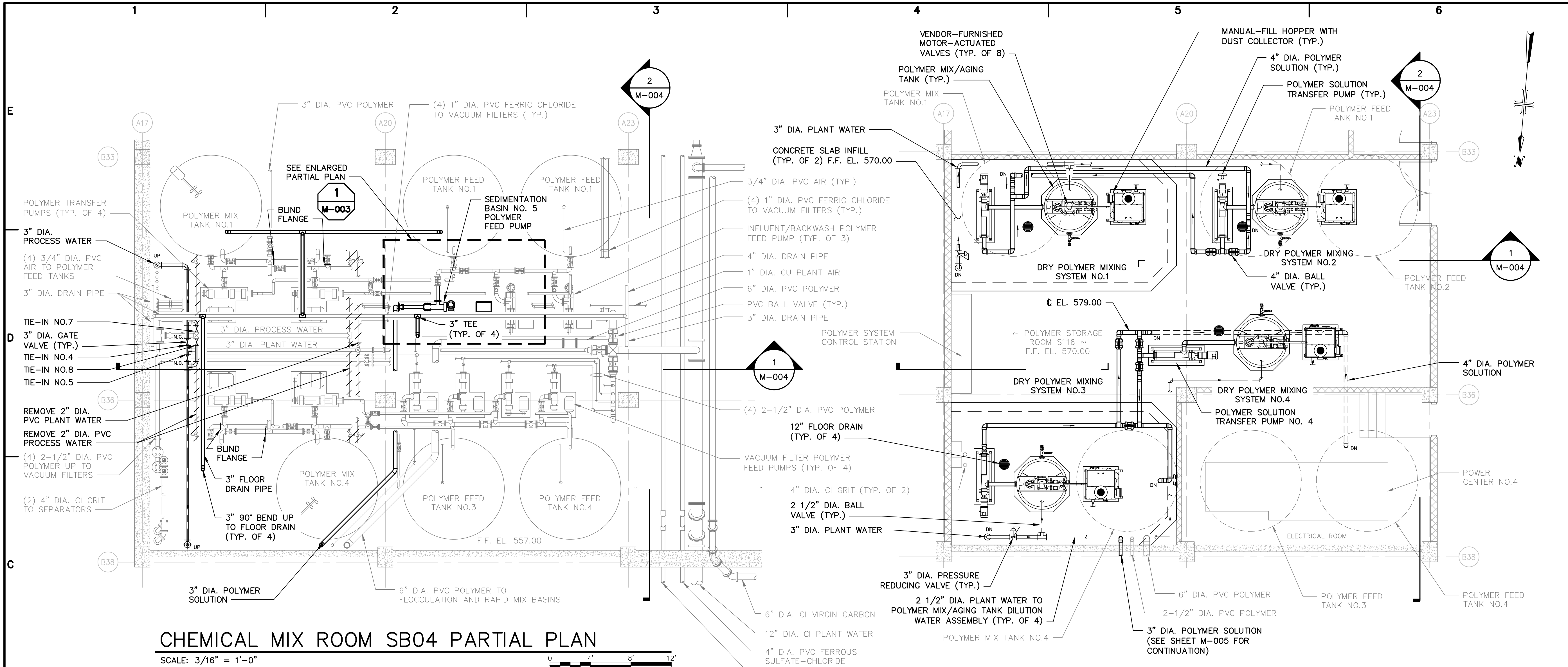
1. *Change Issue 3-GC-003: Floor drains in the polymer storage room S116:* Per the attached Drawing M-003, provide four floor drains in the second floor slab of the polymer storage room. Provide new 3-inch diameter floor drain piping as shown and connect new drain piping to the existing 3-inch diameter floor drain piping in the chemical mix room. Floor drains and piping shall be in accordance with the attached Specification Section 22 13 16, Sanitary Waste and Vent Piping. Contractor shall field verify locations for drain piping installation.

For the new concrete slab in the polymer storage room, the 6.5-inch thickness shown on the Drawings shall be the minimum thickness at the new floor drains. Slope the new concrete approximately 1/8-inch per foot to a maximum thickness of 8-inches. Do not modify existing floor to provide a slope.

Proposal Requested By: Arcadis of New York, Inc.

Signature of Requestor: 

User: WELSHANS Spec-AUS-1\NCSMOD File: G:\PROJECTS\NIAGARA FALLS WATER BOARD\30003048 - 0577005.0000 - NFWB WWP PROJECT 3 DESIGN\CAD\DWG SHEETS\MECHANICAL\M-003.DWG Scale: 1:1 Saved: 10/26/2021 16:22 : Layout: PR-C-C-002 8K-1



CHEMICAL MIX ROOM SB04 PARTIAL PLAN

SCALE: 3/16" = 1'-0"

POLYMER STORAGE ROOM S116 PARTIAL PLAN

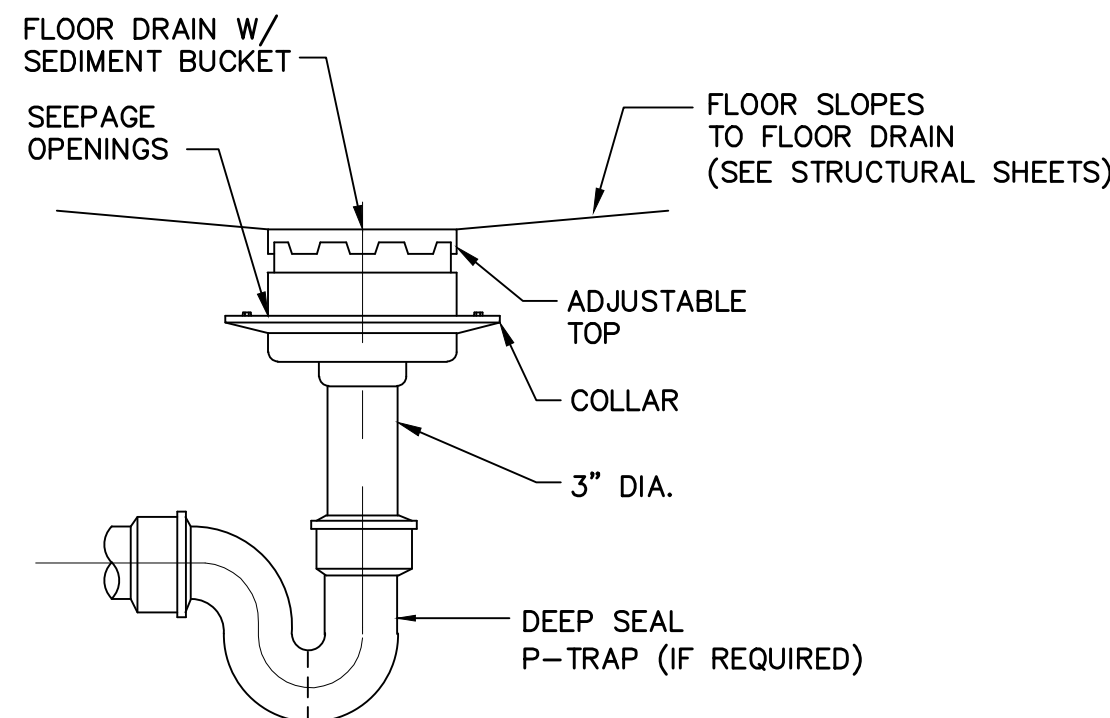
SCALE: 3/16" = 1'-0"

NOTE:

1. PROVIDE A MINIMUM OF 2 FEET OF CLEARANCE BETWEEN POLYMER TRANSFER PUMP NO. 4 AND THE NORTH WALL AND BETWEEN THE PUMP MOTOR AND MIXING TANK NO. 4.
2. PROVIDE PLANT WATER HOSE BIB ADJACENT TO EACH POLYMER SOLUTION TRANSFER PUMP.
3. SLOPE CONCRETE FLOORS TOWARDS FLOOR DRAINS.

NOTES:

1. REMOVE EXISTING INFLUENT/BACKWASH POLYMER PUMP NO. 3 CONCRETE HOUSEKEEPING PAD AND 4" DIA. PVC ELBOW ON SUCTION PIPING.
2. PUMP LAYOUT SHOWN IS FOR NETZSCH PUMP. IF SEEPERX PUMP (OR OTHER WITH SIMILAR LENGTH AS SEEPERX) IS PROVIDED, LAYOUT SHALL BE SIMILAR TO EXISTING INFLUENT/BACKWASH POLYMER FEED PUMPS.
3. MODIFY SUCTION AND DISCHARGE PIPING, AS NECESSARY, WITHOUT SHUTDOWN.



TYPICAL FLOOR DRAIN DETAIL

NOT TO SCALE

ENLARGED PARTIAL PLAN

SCALE: 1/2" = 1'-0"

- NOTES:**
1. REMOVE FOUR 2" DIA. PLANT WATER AND FOUR 2" DIA. PROCESS WATER SERVICES TO EXISTING DRY POLYMER FEEDERS BACK TO UTILITY MAIN. UNLESS OTHERWISE SHOWN, PROVIDE WATER-TIGHT BLIND FLANGE OR CAP. NOT ALL REMOVALS SHOWN FOR CLARITY.

WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW, SECTION 7209.2, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK LAW, SECTION 7209.2.



LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.
50 FOUNTAIN PLAZA SUITE 600
BUFFALO, NY 14202

CONSULTANTS

SEALS

NIAGARA FALLS, NEW YORK

NIAGARA FALLS WATER BOARD



WASTEWATER TREATMENT
PLANT UPGRADES

PROJECT NO. 3

ARCADIS PROJ. NO. 30003048

NO.	DATE	ISSUED FOR	BY
3	10/22/21	Re-issued for Proposal	JJW
2	10/22/21	Revised Per Field Order	JJW
1	12/21/20	Conformed Drawings	JJW

COPYRIGHT: 2020
ARCADIS OF NEW YORK, INC.

DATE: AUGUST 2020

PROJECT NO.: 30003048

FILE NAME: M-003

DESIGNED BY: J. WILLIAMS

DRAWN BY: K. KASPEREK

CHECKED BY: D. BARNES

SHEET TITLE

MECHANICAL

SLUDGE BUILDING
CHEMICAL MIX ROOM
SB04 AND POLYMER
STORAGE ROOM S116
PARTIAL PLANS

SCALE: AS SHOWN

M-003

SHEET 16 OF 28

SECTION 22 13 16

SANITARY WASTE AND VENT PIPING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope:
 - 1. CONTRACTOR shall provide all labor, materials, equipment and incidentals as shown, specified, and required to furnish and install sanitary waste and vent piping systems complete with accessories.
- B. Coordination:
 - 1. Review installation procedures under this and other Sections and coordinate the installation of items that must be installed with, or before, the sanitary waste and vent piping systems Work.
 - 2. Notify other contractors in advance of the installation of the sanitary waste and vent piping systems to provide them with sufficient time for the installation of items included in their contracts that must be installed with, or before, the sanitary waste and vent piping systems Work.
- C. Related Sections:
 - 1. Section 09 91 00, Painting.
 - 2. Section 40 05 05, Exposed Piping Installation.
 - 3. Section 40 05 07, Pipe Hangers and Supports.

1.2 REFERENCES

- A. Standards referenced in this Section are listed below:
 - 1. American Society for Testing and Materials, (ASTM).
 - a. ASTM A 518/A 518M, Specification for Corrosion-Resistant High-Silicon Iron Castings.
 - b. ASTM A 861, Specification for High-Silicon Iron Pipe and Fittings.

1.3 QUALITY ASSURANCE

- A. Installer's Qualifications:
 - 1. Engage a single installer regularly engaged in sanitary piping installation and with experience in the installation of the types of materials required; and who agrees to employ only tradesmen with specific skill and experience in this type of Work. Submit name and qualifications to ENGINEER.
 - 2. Engage a single installer for the entire sanitary waste and vent piping system with undivided responsibility for performance and other requirements.
- B. Regulatory Requirements: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.

1. American National Standards Institute, (ANSI).
2. American Society of Mechanical Engineers, (ASME).
3. National Sanitary Foundation, (NSF).
4. National Fire Protection Association, (NFPA).
5. Underwriters' Laboratories, Incorporated, (UL).
6. Local and State Building Codes and Ordinances.
7. Permits: CONTRACTOR shall obtain and pay for all required permits, fees and inspections.

C. Component Supply and Compatibility:

1. Obtain all equipment included in this Section regardless of the component manufacturer from a single sanitary waste and vent piping systems manufacturer.
2. The waste and vent piping systems manufacturer to review and approve or to prepare all Shop Drawings and other submittals for all components furnished under this Section.
3. All components shall be specifically constructed for the specified service conditions and shall be integrated into the overall assembly by the sanitary waste and vent piping systems manufacturer.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

1. Product Data:
 - a. Manufacturer's literature, illustrations, specifications and engineering data.
 - b. Flexible connections.
 - c. Other technical data related to the specified material and equipment as requested by ENGINEER.
 - d. Gasket material.

1.5 DELIVERY, STORAGE AND HANDLING

A. Packing, Shipping, Handling and Unloading:

1. Deliver materials to the Site to ensure uninterrupted progress of the Work. Deliver anchor bolts and anchorage devices, which are to be embedded in cast-in-place concrete, in ample time to prevent delay of the Work.

B. Storage of Materials:

1. Store materials to permit easy access for inspection and identification. Keep all material off the ground, using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration.
2. Store all equipment in covered storage off the ground and prevent condensation and in accordance with the manufacturer's recommendations for long-term storage.

C. Acceptance at Site:

1. All boxes, crates and packages shall be inspected by CONTRACTOR upon delivery to the Site. CONTRACTOR shall notify ENGINEER, in writing, if any loss or damage exists to equipment or components. Replace lost equipment or components and repair damage to new condition, in accordance with manufacturer's instructions.

PART 2 – PRODUCTS

2.1 PIPING

A. High Silicon Cast-Iron Pipe:

1. Silicon Content: 14.5 percent.
2. Weight: 0.255 lbs. per cubic inch.
3. Melting Point: 2,300°F.
4. Hardness, Brinell: 520.
5. Tensile Strength (1/2-inch diameter): 20,000 psi.
6. Joints: Hub and spigot with acid, resistant packing followed by lead.
7. Fittings: Same material as pipe.
8. Reference: ASTM A518/A518M and ASTM A861.

2.2 DRAINS AND CLEANOUTS

A. Drains and Cleanouts:

1. Floor Drain, General Purpose:
 - a. Products and Manufacturers: Provide one of the following:
 - 1) Jay R. Smith, Fig. 2340.
 - 2) Zurn Industries, Fig. Z-521.
 - 3) Or equal.
 - b. Materials:
 - 1) Body: Enameled cast-iron.
 - 2) Collar: Enameled cast-iron.
 - 3) Top: Enameled cast-iron adjustable.
 - 4) Grate: Ductile iron, 11-1/2-inch diameter.
 - c. Accessories: Sediment bucket.
 - d. Rating: Heavy-duty.
 - e. Outlet Connection: Bottom outlet, calk or no-hub, as required.

2.3 PAINTING

- A. All piping and accessories shall be painted in accordance with the requirements of Section 09 91 00, Painting.

PART 3 – EXECUTION

3.1 INSTALLATION

A. General:

1. Install all items as shown, specified, and as recommended by the manufacturer.
2. Request instructions from ENGINEER, in writing, when there is a conflict between the manufacturer's recommendations and the Contract Documents.
3. Present conflicts to ENGINEER, in writing, who will determine corrective measures to be taken.
4. Do not modify structures to facilitate installation of piping, unless specifically approved by ENGINEER.
5. Installation shall conform to requirements of all local and state codes.
6. Installation of piping shall be in accordance with Section 40 05 05, Exposed Piping Installation.
7. Installation of hangers and supports shall be in accordance with Section 40 05 07, Pipe Hangers and Supports.
8. Protection: Properly plug or cap the open ends of all piping at the end of each day's Work or other stopping point through construction. Equipment shall be tightly covered and protected against dirt, water, and chemical or mechanical damage.

3.2 FIELD QUALITY CONTROL

A. Field Tests:

1. Tests: Water or smoke test piping in accordance with Section 40 05 05, Exposed Piping Installation.
2. Fill all systems and fully test all equipment, valves, etc. in operation.
3. Check for excessive vibration while all systems are operating.
4. Installed systems and components will not be released to OWNER, unless all systems have been tested and approved by the ENGINEER.

B. Inspection:

1. Examine areas to receive piping, valves and accessories for:
 - a. Defects that adversely affect execution and quality of the Work.
 - b. Deviations beyond allowable tolerances for piping, valves and accessories.
 - c. Start the Work only when conditions are satisfactory.
2. The ENGINEER reserves the right to reject or authorize replacement of piping and accessories found to defective, blistered, cracked or deviated from allowable tolerances as described above.

3.3 ADJUSTING AND CLEANING

A. Adjusting:

1. While system is operable, balance all equipment, valves, etc. to achieve design conditions.

B. Cleaning:

1. Thoroughly clean all piping, fittings, valves, and accessories prior to installation.
2. Remove all dirt, rust, dust, etc. from piping in preparation for painting.
3. Remove and dispose of all debris and waste from the Site resulting from installation.

+ + END OF SECTION + +

**NIAGARA FALLS WATER BOARD
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT NO. 3**

CHANGE PROPOSAL

Owner: Niagara Falls Water Board
 Project Name: Wastewater Treatment Plant Upgrades Project No. 3
 Change Proposal No.: _____ Date: _____
 Submitted in Response to Proposal Request No.: _____
 Contract Name and No.: _____
 Contractor: _____
 Subject: _____

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item:*
2. *Item:*

JUSTIFICATION:

1. *Item:*
2. *Item:*

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item		0	0
2. Item	\$0.00	0	0
Total This Change Proposal		0	0

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: _____

Signature of Proposer: _____



Change Order

543 S. Pierce Ave., Louisville, CO 80027 (303) 530-3298

Date: 4/15/2022

Quote #: 1

PO# P179421-01

Expiration 30 Days

Delivery: No Change

F.O.B: Per PO

BILL TO: Hohl Industrial Services, Inc.

SHIP TO: NIAGARA FALLS WATER BOARD
1200 BUFFALO AVENUE
NIAGARA FALLS, NY 14

Contact: Brad Roberts

Phone: 716-432-4546

Email: broberts@hohlind.com

Unit: HydraMax model D1000F-S-2E-B4-D

Project:	Job #	Serial #	Shipping Method	Terms:
MTS - NICHOLS AND SIEWERT-NIAGARA FALLS WW				Per PO
Qty	Description	Unit Price	Line Total	
1	Engineering/Programming time. Note: VeloDyne is estimating a total of 32 programming hours. In the event additional programming hours are required, VeloDyne will charge the standard programming rate of \$125/hr.	\$ 4,000.00	\$ 4,000.00	
1	Field Service. Note: VeloDyne is estimating a one (1) trip, three (3) days on site by a field service technician for program change implementation and testing. In the event additional trips or days are required, VeloDyne will charge \$1,000 per eight hour day, plus travel and expenses per our service rate sheet.	\$ 4,430.00	\$ 4,430.00	
Subtotal			\$ 8,430.00	
Shipping			-	
Total Change Order			\$ 8,430.00	

Change Order prepared by: Michael Majekodunmi/ mmajekodunmi@velodynesystems.com

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Velocity Dynamics shall be subject to correction without liability by Velocity Dynamics.

To accept this quotation, sign here and return: _____

Thank you for your business!

**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT – PROJECT NO. 3**

PROPOSAL REQUEST

Proposal Request No.: 3-GC-008 Date: February 28, 2021

Contract Name and No.: General/3G

Contractor: Hohl Industrial Services, Inc.

Other Contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order will be issued to authorize adjustment to the scope of Work. This Proposal Request is not a Change Order, Work Change Directive, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

1. *Change Issue 3-GC-008: Polymer System Local Control Panel Modifications:* Provide modifications to the new dry polymer system local control panels (LCP) as follows (refer to the enclosed dry polymer system submittal mark-ups):

- *Polymer Solution Transfer Pump Discharge Tank Selection:* Provide the ability for operator to select which existing tank (i.e., feed tank (typically online) or former mix tank (typically redundant)) is manually “valved” for the polymer solution transfer pump to discharge to, as follows:
 - Polymer solution transfer pump no. 1 to feed tank no. 1
 - Polymer solution transfer pump no. 1 to former mix tank no. 1
 - Polymer solution transfer pump no. 2 to feed tank no. 1
 - Polymer solution transfer pump no. 2 to former mix tank no. 1
 - Polymer solution transfer pump no. 3 to feed tank no. 4
 - Polymer solution transfer pump no. 3 to former mix tank no. 4
 - Polymer solution transfer pump no. 4 to feed tank no. 4
 - Polymer solution transfer pump no. 4 to former mix tank no. 4

The automatic dry polymer system batch process shall be based on the operated-selected tank that the polymer solution transfer pumps are “valved” to discharge to – i.e., stage 5 (“batch transfer”) of the “normal operation system status” shall achieve “safe to transfer batch from mix/age tank” status upon operator-selected tank reaching low level.

- *Existing Tank High-High Level:* High-high level alarm from Feed Tank or Former Mix Tank shall disable pump filling operations as follows:

- Feed tank no. 1 high-high level alarm disables polymer solution pump no. 1, polymer solution pump no. 2, basement transfer pump no. 1 and basement transfer pump no. 2.
- Former mix tank no. 1 high-high level alarm disables polymer solution pump no. 1 and polymer solution pump no. 2.
- Feed tank no. 4 high-high level alarm disables polymer solution pump no. 3, polymer solution pump no. 4, basement transfer pump no. 3 and basement transfer pump no. 4.
- Former mix tank no. 4 high-high level alarm disables polymer solution pump no. 3 and polymer solution pump no. 4.

Proposal Requested By: Arcadis of New York, Inc.

Signature of Requestor: 

Preliminary PLC Manual submitted. Project-specific details will be updated during equipment testing prior to shipment.
Final, project-specific PLC Manual to be provided in as-built O&M manual at the time of shipment.

HydraMax Dry Polymer Preparation System

Cycle of Operation

Process Type: Mix/Age

Automatic Dry Mode

System Set-Up:

- System Configuration Parameters:
 - o Mix/Age Tank levels defined
 - Low-Low (alarm)
 - Low (transfer complete)
 - Polymer Feed Start
 - Mid-level / Mixer Start
 - Full Level (batch)
 - High-High Level (alarm)
 - o Feed Tank levels defined
 - Low-Low (alarm)
 - Outlet (metering pumps enable)
 - Low (safe to transfer)
 - High-High Level (alarm)
 - o Volumetric feeder calibration (#/min)
- System Operating Parameters:
 - o Desired solution concentration (limited to 0.1% – 2%)
 - o Mixer run time set (0-120 minutes)
 - o First Batch Mode (Mix/age priority)

Initial System Status:

- Mix/Age Tank Empty
 - o Transfer valve closed
 - o Tank ready for new batch of polymer solution
- Feed Tank Empty
 - o Metering pumps disabled
 - o Tank ready for transfer of new batch
- “First Batch” Mode Enabled (Mix-Time priority):
 - o First Batch mode used when both tanks are empty
 - o First Batch mode prepares a full batch of polymer solution in mix tank
 - o Upon mixer timing out, transfer valve opens, batch is transferred
 - o Once sufficient level is reached in feed tank (outlet), Metering pumps are enabled
 - o Once the “first batch” mode is complete the system automatically switches to normal “feed priority” batch mode.

Normal Operation System Status:

- Following “First Batch” cycle:
- Feed Tank full
 - o Metering pumps enabled
- Mix/Age Tank Empty
 - o Transfer valve/pump closed
 - o Ready for new batch

Normal Batch Process:

Stage 1 – Initial Fill Phase

- Mix/Age tank at low level:
 - o Mix/Age tank wetting head water valve opens
 - o Booster Pump turns on
 - o Polymer conveyance blower starts

Stage 2 – Dry Polymer Feed / Wetting Stage

- Upon reaching “Polymer Feed” level:
 - o Volumetric feeder starts and begins timing down

Stage 3 – Mix Stage

- Upon Mix/Age tank “Mid/Mix” level reached:
 - o Mixer starts
- Upon volumetric feeder timing out:
 - o Volumetric feeder stops

Stage 4 – Mix/Age Tank Full

- Upon Mix/Age tank reaching “Full” level:
 - o Wetting head water valve closes
 - o Booster Pump turns off
 - o Blower stops
 - o Mixer continues to run for preset time
 - o Once mix time has elapsed, Batch is complete

Stage 5 – Batch Transfer

- Upon feed tank reaching low level:
 - o Safe to transfer batch from Mix/Age tank

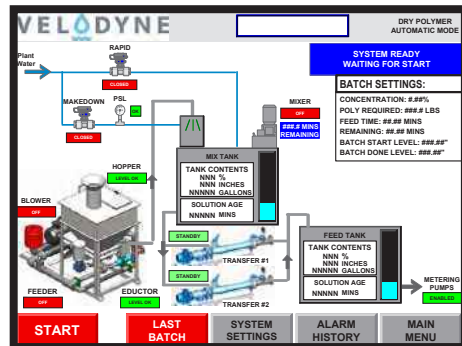
Stage 6 – New Batch

- Batch process begins from Stage 1 above

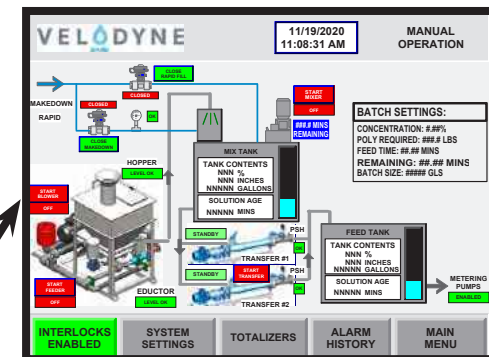
Alarms:

- Dilution Water Low Pressure (system stop)
 - o Pressure switch
- Blocked Feed Funnel (system stop)
 - o Proximity switch
- Low Hopper Level (prevents starting new batch)
 - o Proximity switch
- Low Dilution Water Flow (system stop)
 - o While rapid fill or wetting head valve open capture mix/age tank level and compare every 20 seconds
- Motor Fault Alarm
- E-Stop
- Low-Low Feed Tank Level (metering pump disabled)
 - o Pressure Transducer

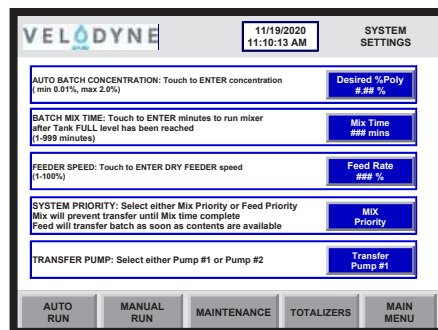
AUTO CONTROL SCREEN



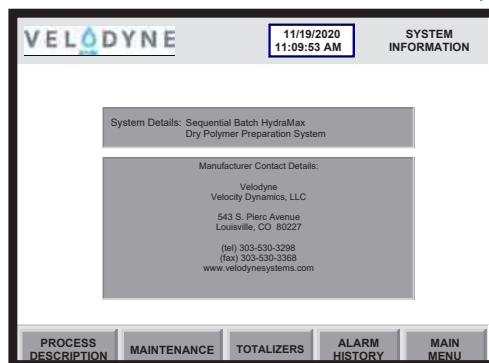
MANUAL OPERATION SCREEN



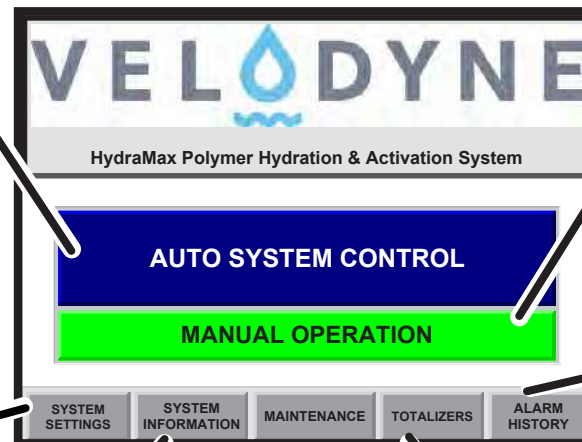
SYSTEMS SETTINGS SCREEN



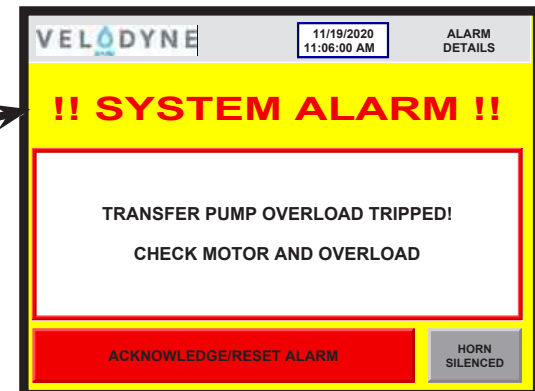
SYSTEMS INFORMATION SCREEN



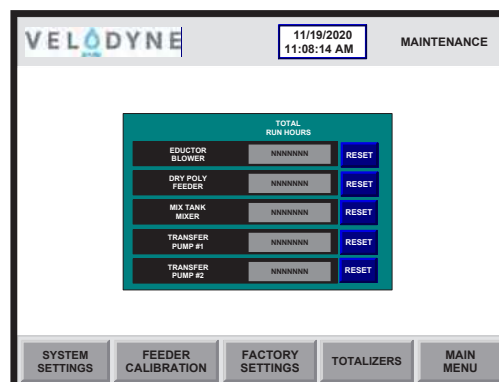
MAIN SCREEN



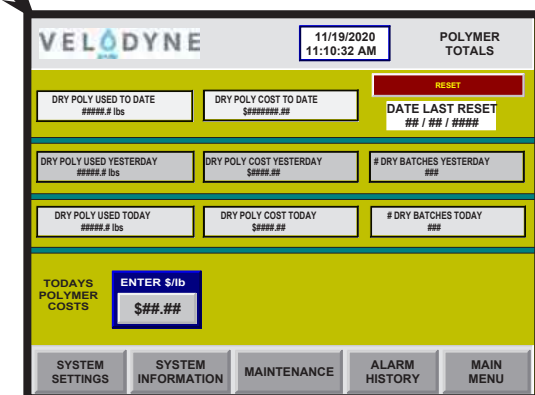
ALARMS SCREEN




MAINTENANCE ACCESS SCREEN



TOTALIZERS SCREEN



SYSTEM INFORMATION SCREEN



11/19/2020
11:09:53 AM

SYSTEM
INFORMATION

System Details: Sequential Batch HydraMax
Dry Polymer Preparation System

Manufacturer Contact Details:


Velodyne
Velocity Dynamics, LLC

543 S. Pierc Avenue
Louisville, CO 80227

(tel) 303-530-3298
(fax) 303-530-3368
www.velodynesystems.com

PROCESS
DESCRIPTION

MAINTENANCE
TOTALIZERS
ALARM
HISTORY
MAIN
MENU



11/19/2020
11:09:27 AM

PROCESS
DESCRIPTION

- 1) Makedown Valve opens and begins filling the Mix Tank.
- 2) When the Mix Tank level has reached the Mixer level setpoint the Mixer will start
- 3) Feed Cycle begins, Blower starts
- 4) Dry polymer feeder starts after Blower running confirmation
- 5) When the required polymer has been delivered to the mix tank the feed cycle is complete and the polymer Feeder will stop
- 6) Blower will continue to run for one minute after Feeder stops
- 7) Once the Batch Done level has been reached Makedown Valve closes, Mixer continues to run until Mix time is complete
- 8) Once adequate contents are available in the Feed Tank the Batch will Transfer from Mix Tank to Feed Tank. After the Batch has been transferred the system will restart at step 1
- 9) If LAST BATCH is selected, the system will shutdown after the current batch has been transferred

SYSTEM
INFORMATION

MAINTENANCE
TOTALIZERS
ALARM
HISTORY
MAIN
MENU

AUTO PROCESS DESCRIPTION SCREEN

**NIAGARA FALLS WATER BOARD
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT NO. 3**

CHANGE PROPOSAL

Owner: Niagara Falls Water Board
 Project Name: Wastewater Treatment Plant Upgrades Project No. 3
 Change Proposal No.: _____ Date: _____
 Submitted in Response to Proposal Request No.: _____
 Contract Name and No.: _____
 Contractor: _____
 Subject: _____

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item:*
2. *Item:*

JUSTIFICATION:

1. *Item:*
2. *Item:*

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item		0	0
2. Item	\$0.00	0	0
Total This Change Proposal	\$0.00	0	0

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: _____

Signature of Proposer: _____

From: jaimier.h@randjones.com <jaimier.h@randjones.com>
Sent: Thursday, April 7, 2022 12:03 PM
To: Bradley J. Roberts <broberts@hohlind.com>
Cc: Susan C. Evans <sevens@nlmcc.net>; Jaimier Hennegan <jaimier.h@randjones.com>
Subject: NFWB WWTP Project 3 - Change Proposal--Modbus Change

Good Afternoon,

I have been made aware of a PLC Programming change for Modbus Communications for this project.
This change includes:

Modbus TCP/IP Client/Server Enhanced Communication--MVI56E-MNET
9000X Series Modbus TCP (slot D,E) VARNISHED-OPTCI
Phoenix Ethernet Switch
24 hours—Drafting and Programming

Total Cost is \$11,276.87

Please call with any questions or comments.

Thank you

Jaimier Hennegan
Rand & Jones Enterprises Co., Inc.
18 Tracy Street
Buffalo, NY 14201

**NIAGARA FALLS WATER BOARD
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT NO. 3**

CHANGE PROPOSAL

Owner: Niagara Falls Water Board
 Project Name: Wastewater Treatment Plant Upgrades Project No. 3
 Change Proposal No.: _____ Date: _____
 Submitted in Response to Proposal Request No.: _____
 Contract Name and No.: _____
 Contractor: _____
 Subject: _____

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. *Item:*
2. *Item:*

JUSTIFICATION:

1. *Item:*
2. *Item:*

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item		0	0
2. Item	\$0.00	0	0
Total This Change Proposal	\$9,444.19	0	0

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: _____

Signature of Proposer: _____



Request for Change (RCO)

Project: NFWB Project 3	RCO # 3-GC-004a
Contractor: Hohl Industrial Services	Original PO#
Contract No.: 3G	Proj.No.: 179421
Scope: Rebuild 3 Belt Filter Presses	PCO. No.: 4a
Subject:	

DESCRIPTION:

Subcontract Work: Name	Qty	Unit	@	Unit Price	=	Cost
			@		=	0.00
			@		=	0.00
			@		=	0.00
			@		=	0.00

Note: Copies of Sub-Quote

Break-Downs Required.

Sub-Total Material costs..... \$ 0.00

Overhead & Profit @ 15% = \$ 0.00

Total Subcontractor Costs:

\$0.00

Mat'l / Eqpmnt Costs: description	Qty	Unit	@	Unit Price	=	Cost
		1.00	@	0.00	=	0.00
		1.00	@	0.00	=	0.00
		1.00	@	2,546.00	=	0.00
		1.00	@	0.00	=	0.00

Note: Copies of Invoices Required

Sub-Total Material costs..... \$ 0.00

Overhead & Profit @ 15% = \$ 0.00

Total Material/ Equipment Costs:

\$0.00

Labor Costs: Description	Mnhrs	Class	@	Mnhr Ttl Rate **	=	Cost
Millwright Journeyman	12.0	MWJ	@	120.97	=	1,451.64
Millwright Foreman	12.0	MWF	@	135.25	=	1,623.00
		0.00	@	0.00	=	0.00
		0.00	@	0.00	=	0.00
		0.00	@	0.00	=	0.00
MWF offload/relocate parts Item 4		0.00	@	0.00	=	0.00

** Bare Cost Rate Break-Down to be provided (no OH&P)

Sub-Total Labor costs..... \$ 3074.64

Overhead & Profit @ 15% = \$ 461.20

Total Labor Costs:

\$3,535.84

Total adjustment to Contractor's Contract.....

\$3,535.84

____ T&M Not to Exceed; ☒ Lump Sum ____ To be Applied to Contract Allowance

Signed by:

Date:

Name: Brad Roberts

Contact Phone: 716-332-0466 Ext.

Recommended by:

Date:

Owner Approved by:

Date:



RCO#: 3-GC-014

Original PO#

DATE: 9/19/2022

Proj.No.: 179421

PCO. No.:

[illegible]

Sub-Total Labor Costs: \$3,074.64



300 Scott Street
Buffalo NY 14204
Phone: 716-614-7465
www.mollenbergbetz.com

To: Hohl Industrial
770 Riverview Blvd.
Tonawanda, NY 14150

Date: 9/19/2022
Doc #: PCO-RS34503-05

Project: Niagra Falls Water Board: Proj. #3
Polymer Rm. Upgrades

Re: City Water Booster Pump

Proposed Change Order

The following is our material and labor breakdown to furnish/install pipe and fittings for city water booster pump. Pump to be set furnished/set by others.

Cost Breakdown

MB Labor: 1man/3days	\$2,793.00
MB Material	\$2,100.00
Subtotal	\$4,893.00
MB Mark-Up (15%).....	\$734.00
Grand Total	\$5,627.00

Sales or use taxes are not included in our pricing. If applicable, they will be added to the price quoted. If the project is treated as a capital improvement, the price quoted will increase by the cost of the use tax incurred by Mollenberg-Betz.

Total cost of proposed change to contract.....\$5,627.00
Change to contract completion dateday(s)

Originated by Mollenberg-Betz

Acknowledged by

Signed:

By: Rob Szymkowiak
Project Manager

Date: 9/19/2022

Signed: _____

By: _____

Date: _____



**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT – PROJECT NO. 3**

PROPOSAL REQUEST

Proposal Request No.: 3-GC-014

Date: September 12, 2022

Contract Name and No.: General

Contractor: Hohl Industrial Services, Inc.

Other Contracts Involved in Proposed Change: Electrical

TO CONTRACTOR: Please submit a complete Change Order proposal for the proposed modifications described below. If the associated Change Order proposal is approved, a Change Order will be issued to authorize adjustment to the scope of Work. This Proposal Request is not a Change Order, Work Change Directive, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

1. *Change Issue 3-GC-014: City Water Booster Pump:*

- Install an Owner-furnished potable water packaged booster pump system to increase the process (city) water pressure from approximately 30 psig to 105 psig upstream of the pressure reducing valves in accordance with the attached e-mail and pump cut-sheet/product information. Install the potable water packaged booster pump system in the location shown in the attached photo and attached Drawing M-003 markup.
- Provide a concrete housekeeping pad in accordance with Drawing S-002 and attached Drawing M-003 markup for the potable water packaged booster pump system.
- Provide Schedule 80 PVC piping improvements, including piping, fittings, valves, supports, and appurtenances as shown in Sketch 3-GC-014 SK-1.

Proposal Requested By: Arcadis of New York, Inc.

Signature of Requestor: 

From: [Theodore Donner](#)
To: [Williams, Jason](#)
Subject: FW: Grundfos Pump Information
Date: Wednesday, August 31, 2022 12:17:13 PM
Attachments: [PG - CM.pdf](#)

Hi Jason,

See attached pump. Please review and confirm if this is an acceptable pump to operate a single polymer system at a time. That is the goal asap so we can switch off using wastewater.

(Model info Below) - NFWB will purchase and install themselves ASAP

Subject: Grundfos Pump Information

1 – 97757446 CME15-3 PLUS A-S-A-E-AQQE-T-A-A-N
Cast Iron / Fab 304SS Construction, SiC/SiC/EPDM Seal
Pressure Transducer wired into MLE motor and installed in discharge tee
Diaphragm tank installed in discharge tee
7.5 hp, 3/60/460 V, MLE Motor with Integral VFD
Rated for 100 GPM @ +190' TDH (80 PSI Boost) this on top of the 25psi total 105psi
...\$7779

Three Currently Stock in Allentown

They are setup to operate as a stand-alone booster.

Thanks,

-Ted

From: Eric Smith <esmith@NFWB.org>
Sent: Wednesday, August 31, 2022 9:58 AM
To: Theodore Donner <tdonner@cplteam.com>
Subject: Fwd: Grundfos Pump Information

CAUTION: This email originated from outside of the organization. Only open attachments and click links if you recognize the sender and are expecting this type of content. -CPL Helpdesk

Get [Outlook for iOS](#)

From: Eric Smith
Sent: Thursday, August 25, 2022 1:52:09 PM
To: Jay Meyers <jmeyers@clarkpatterson.com>
Cc: Sean Costello <scostello@nfwb.org>; Dennis Kirkland <dkirkland@NFWB.org>; Fred Kasper

<fkasper@NFWB.org>; Clayton Hotchkiss <Chotchkiss@nfwb.org>

Subject: FW: Grundfos Pump Information

This is the pump that is available in Allentown

From: Pasquale Occhiuto <occhiuto@corrosion-products.com>

Sent: Tuesday, August 23, 2022 5:55 PM

To: Eric Smith <esmith@NFWB.org>

Subject: Fwd: Grundfos Pump Information

Hi Eric see below. Thank you

Subject: Grundfos Pump Information

1 – 97757446 CME15-3 PLUS A-S-A-E-AQQE-T-A-A-N
Cast Iron / Fab 304SS Construction, SiC/SiC/EPDM Seal
Pressure Transducer wired into MLE motor and installed in discharge tee
Diaphragm tank installed in discharge tee
7.5 hp, 3/60/460 V, MLE Motor with Integral VFD
Rated for 100 GPM @ +190' TDH (80 PSI Boost) this on top of the 25psi total
105psi
...\$7779
Three Currently Stock in Allentown

They are setup to operate as a stand-alone booster.

url=http%3A%2F%2Fwww.dlthurrott.com%2F&data=05%7C01%7Cocchiuto%40corrosion-products.com%7Cc4d4ccb08b7746117ba108da8543629c%7C4e1664c3a8334f479037c634a1fd7c4a%7C0%7C0%7C637968821844264356%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=jVba24%2B%2BWVypAhmc27HCZMTyrTJYMqn0vpePU8WUedc%3D&reserved=0>
[<cid:image001.gif@01D8B709.5FC00CC0>]

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whether electronic or hard copy. The sender does not accept liability for any errors or omissions.



CONFORMED

NIAGARA FALLS, NEW YORK
NIAGARA FALLS WATER BOARD



**WASTEWATER TREATMENT
PLANT UPGRADES**

PROJECT NO.3

ARCADIS PROJ. NO. 30003048

1	12/21/20	Conformed Drawings	JWJ
NO.	DATE	ISSUED FOR	BY

COPYRIGHT: ARCADIS OF NEW YORK,
2020 INC.

DATE: AUGUST 2020

PROJECT NO.: 30003048

FILE NAME: M-003

DESIGNED BY: J. WILLIAMS

DRAWN BY: K. KASPEREK

CHECKED BY: D. BARNES

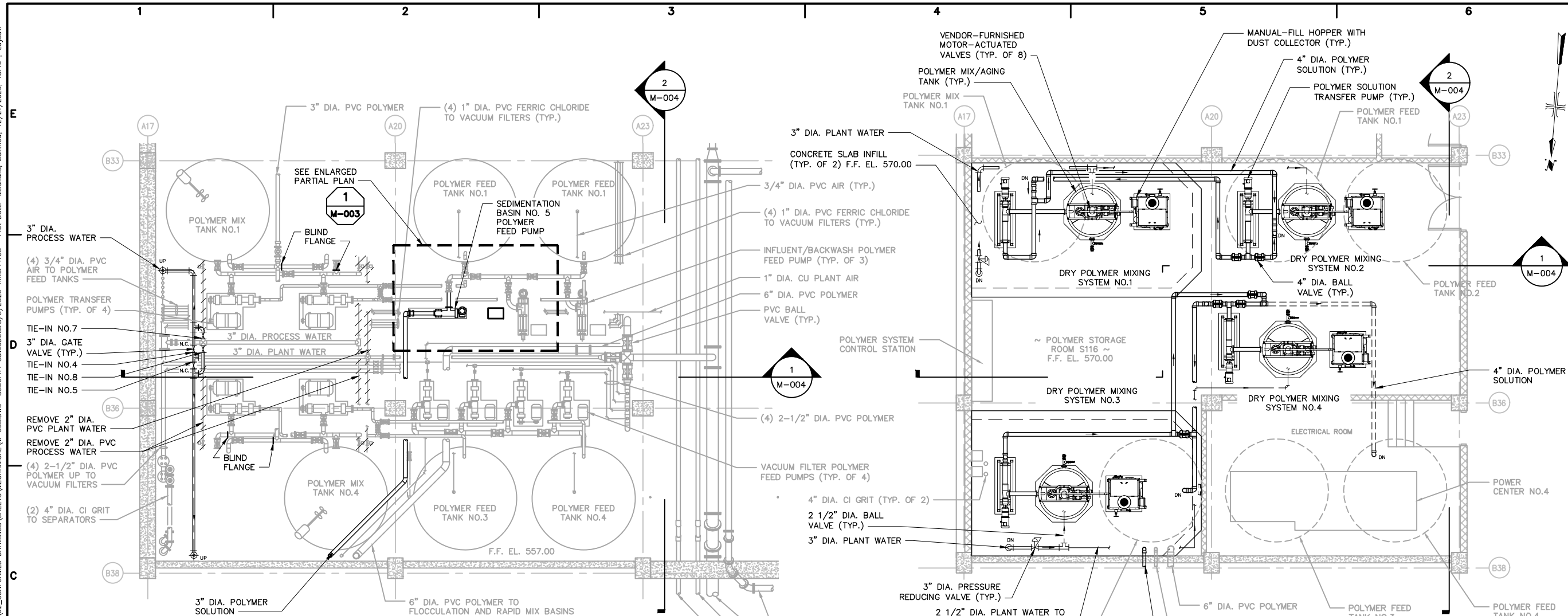
SHEET TITLE
MECHANICAL

SLUDGE BUILDING
CHEMICAL MIX ROOM
SB04 AND POLYMER
STORAGE ROOM S116
PARTIAL PLANS

SCALE: AS SHOWN

M-003

SHEET 16 OF 28



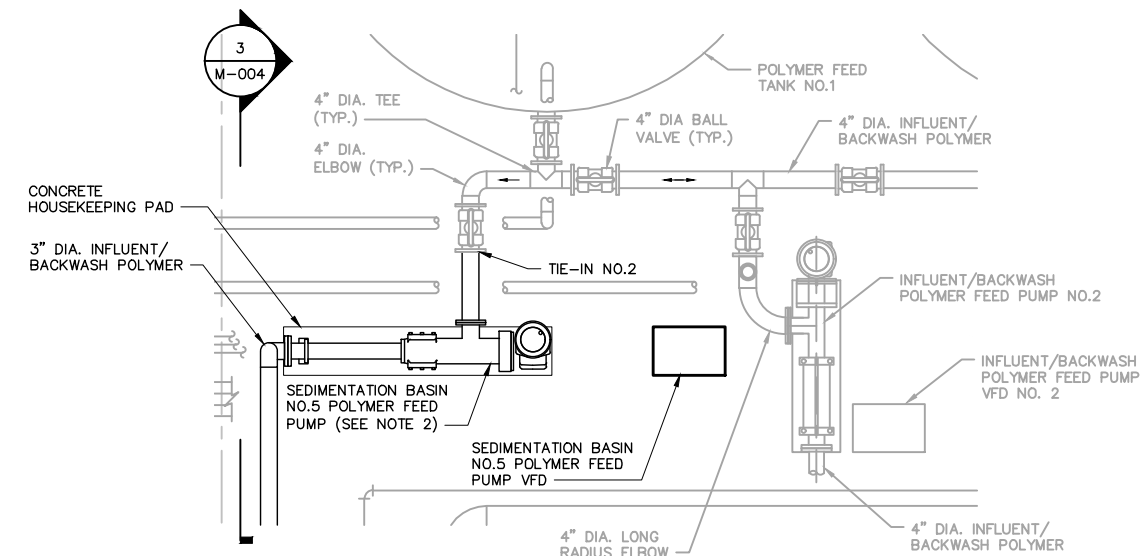
CHEMICAL MIX ROOM SB04 PARTIAL PLAN

SCALE: $3/16" = 1'-0"$



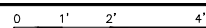
NOTES:

1. REMOVE FOUR 2" DIA. PLANT WATER AND FOUR 2" DIA. PROCESS WATER SERVICES TO EXISTING DRY POLYMER FEEDERS BACK TO UTILITY MAIN. UNLESS OTHERWISE SHOWN, PROVIDE WATER-TIGHT BLIND FLANGE OR CAP. NOT ALL REMOVALS SHOWN FOR CLARITY.



ENLARGED PARTIAL PLAN

SCALE: 1/2" = 1'-0"



POLYMER STORAGE ROOM S116 PARTIAL PLAN

SCALE: 3/16" = 1'-0"



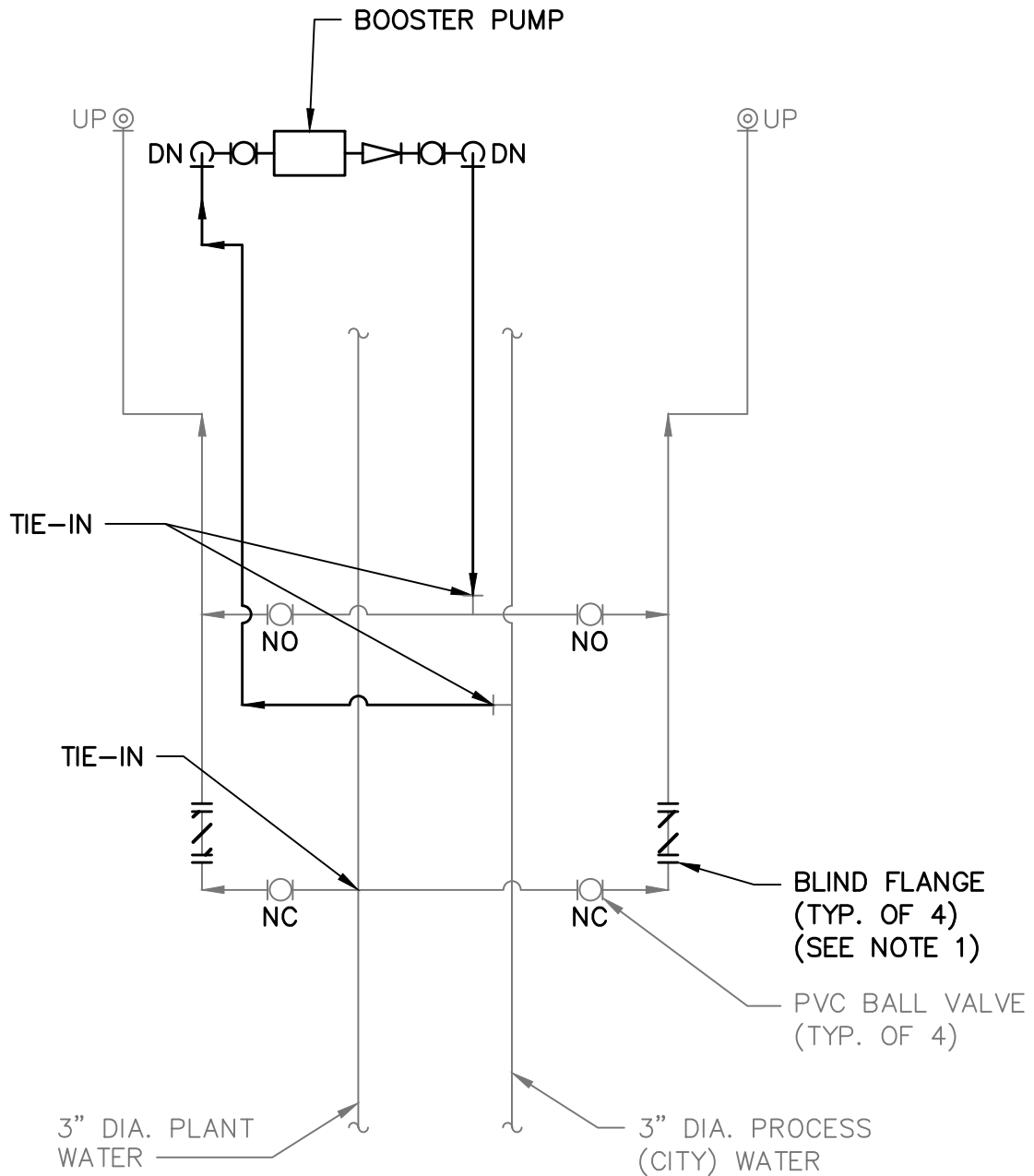
NOTE:

1. PROVIDE PLANT WATER HOSE BIB ADJACENT TO EACH POLYMER SOLUTION TRANSFER PUMP.

NOTES:

1. REMOVE EXISTING INFLUENT/BACKWASH POLYMER PUMP NO.3 CONCRETE HOUSEKEEPING PAD AND 4" DIA. PVC ELBOW ON SUCTION PIPING.
2. PUMP LAYOUT SHOWN IS FOR NETZSCH PUMP. IF SEEPEX PUMP (OR OTHER WITH SIMILAR LENGTH AS SEEPEX) IS PROVIDED, LAYOUT SHALL BE SIMILAR TO EXISTING INFLUENT/BACKWASH POLYMER FEED PUMPS.
3. MODIFY SUCTION AND DISCHARGE PIPING, AS NECESSARY, WITHOUT SHUTDOWN.

WARNING - IT IS A VIOLATION OF NEW YORK EDUCATION LAW, SECTION 2209.2, FOR ANY PERSON, UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, THE ALTERING PERSON SHALL COMPLY WITH THE REQUIREMENTS OF NEW YORK LAW, SECTION 2209.2.



NOTE:

1. PROVIDE TWO FLANGED SPOOL PIECES FOR FUTURE CONNECTION TO PLANT WATER SYSTEM.

3-GC-014

SEPTEMBER 2022

SK-1



NIAGARA FALLS WATER BOARD
 WASTEWATER TREATMENT
 PLANT UPGRADES

DRY POLYMER MIXING
 SYSTEM WATER BOOSTER
 PUMP SCHEMATIC

CHANGE ORDER 3-EC-001

Owner: Niagara Falls Water Board Owner's Project No.: 3
Engineer: Arcadis of New York, Inc. Engineer's Project No.: 30066326
Contractor: CIR Electrical Construction Corp. Contractor's Project No.: 2002042
Project: Project No. 3
Contract Name: Electrical Contract 3E
Date Issued: September 26, 2022 Effective Date of Change Order: September 26, 2022

The Contract is modified as follows upon execution of this Change Order:

Description:


1. Provide an additional junction box and conduit for top/side entry into the existing motor control center SB (MCC-SB).
2. Provide new lights in the sludge dewatering control room.
3. Provide labor to evaluate existing dewatering control console equipment/system wiring.
4. Provide additional electrical Work for new dry polymer systems.
5. Provide additional belt conveyor Work, including installation of a local control station, relocation of the belt conveyor disconnect, conduit and wire for horn/strobe and E-stop pushbutton, and re-building of the existing motor control center bucket.
6. Provide a new belt conveyor start/stop local control station since the existing control station that was to be used is inoperable.

Attachments:

1. 5/04/2021 Change Proposal for change issue 3-EC-001.
2. 5/17/2021 Change Proposal and 5/12/2021 Proposal Request for change issue 3-EC-002.
3. 1/29/2022 Change Proposal for change issue 3-EC-004.
4. 2/15/2022 Change Proposal and 2/09/2022 Proposal Request for change issue 3-EC-005.
5. 8/19/2022 Change Proposals for change issue 3-EC-015.
6. 9/27/2022 Change Proposal for change issue 3-EC-018.

Change in Contract Price	Change in Contract Times (Calendar Days)
Original Contract Price: \$ 140,800.00	Original Contract Times: Substantial Completion: 172 Ready for final payment: 200
[Increase] [Decrease] from previously approved Change Orders: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: \$ 140,800.00	Contract Times prior to this Change Order: Substantial Completion: 172 Ready for final payment: 200
[Increase] [Decrease] per this Change Order: \$ 64,322.07	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 205,122.07	Contract Times with all approved Change Orders: Substantial Completion: 172 Ready for final payment: 200

Recommended by Engineer
By: 
Title: Project Manager
Date: September 28, 2022

Accepted by Contractor

President
9-29-22

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

**NIAGARA FALLS WATER BOARD
WASTEWATER TREATMENT PLANT UPGRADES
PROJECT NO. 3**

CHANGE PROPOSAL

Owner: Niagara Falls Water Board
 Project Name: Wastewater Treatment Plant Upgrades Project No. 3
 Change Proposal No.: 1 Date: 5-4-21
 Submitted in Response to Proposal Request No.: _____
 Contract Name and No.: Waste water Treatment Plant UPGRADES #30003048
 Contractor: CIR ELECTRIC
 Subject: CONDUIT Relocations

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

1. Item: PLC-DMCP Conduit Relocation
2. Item: SB-PS Conduit Relocation

JUSTIFICATION:

1. Item:
2. Item:

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:

We propose that the Contract Price and Contract Times be changed as follows:

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.

For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item	\$0.00	0	0
2. Item	\$0.00	0	0
Total This Change Proposal	\$0.00	0	0

Changes to Milestones, if any: NONE

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: Gene Swanson

Signature of Proposer: [Signature]



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	4/29/2021
Contract No.:	Change Order No.:1	Job No.:	2002016

Description:

Provide labor and materials to perform electrical changes for reouting conduits for PLC-DMCP & SB-PS as requested.

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ 3,344.48				\$ -
		Foreman	27	\$ 83.55	\$ 2,255.85
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	27	\$ 77.73	\$ 2,098.71
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 3,344.48				\$ -
Job Expenses:		Supervision (12.5%)	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 4,354.56
Telephone		SUBTOTAL(L+M+JE)			\$ 7,699.04
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 7,699.04
		Overhead & Profit		15%	\$ 1,154.85
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 8,853.89
		Tax on Total		-	\$ -
		Bond Cost		2%	\$ 177.07
		QUOTE TOTAL			\$ 9,030.96

Job ID: JOB-0071
Project: NFWB Project #3 conduit reroute



Takeoff

Vendor: TRADE/3-COL

Labor Level: CONEST

4 May 2021 11:31:35

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
710110	1.00	EA	M	30x30x12	PULL BOX-GALV SCREW CVR NO/KO	523.1700	523.17	2.5000	2.50
10003	15.00	FT	M	1 1/4	GRC	5.5090	82.64	0.0660	0.99
10005	15.00	FT	M	2	GRC	7.6330	114.50	0.0790	1.19
10007	15.00	FT	M	3	GRC	16.2970	244.45	0.1450	2.18
30156	1.00	EA	M	1 1/4	MYERS THREADED GRND HUB	31.3806	31.38	0.4000	0.40
30158	1.00	EA	M	2	MYERS THREADED GRND HUB	36.4486	36.45	0.4150	0.41
30160	1.00	EA	M	3	MYERS THREADED GRND HUB	79.7658	79.77	0.6000	0.60
30180	2.00	EA	M	1 1/4	GRC LB CONDUIT BODY	45.0204	90.04	0.7000	1.40
30182	2.00	EA	M	2	GRC LB CONDUIT BODY	96.7444	193.49	1.4000	2.80
30184	2.00	EA	M	3	GRC LB CONDUIT BODY	135.9000	271.80	2.4500	4.90
30424	2.00	EA	M	1 1/4	CONDUIT BODY GASKET	7.2531	14.51	0.0200	0.04
30426	2.00	EA	M	2	CONDUIT BODY GASKET	8.7273	17.45	0.0200	0.04
30428	2.00	EA	M	3	CONDUIT BODY GASKET	13.1700	26.34	0.0250	0.05
30398	2.00	EA	M	1 1/4	GRC CONDUIT BODY STEEL COVER	8.7273	17.45	0.0330	0.07
30400	2.00	EA	M	2	GRC CONDUIT BODY STEEL COVER	15.3439	30.69	0.0330	0.07
30402	2.00	EA	M	3	GRC CONDUIT BODY STEEL COVER	21.4400	42.88	0.0330	0.07
500180	1.00	EA	M	1 1/4	ENCLOSURE HOLE PUNCH -STEEL	0.0000	0.00	0.2100	0.21
500182	1.00	EA	M	2	ENCLOSURE HOLE PUNCH -STEEL	0.0000	0.00	0.4900	0.49
500184	1.00	EA	M	3	ENCLOSURE HOLE PUNCH -STEEL	0.0000	0.00	0.5600	0.56
10543	1.00	EA	M	1 1/2	CORED HOLE UP TO 8" D	0.0000	0.00	2.4200	2.42
10545	1.00	EA	M	2 1/2	CORED HOLE UP TO 8" D	0.0000	0.00	2.7000	2.70
10547	1.00	EA	M	3 1/2	CORED HOLE UP TO 8" D	0.0000	0.00	2.9000	2.90
740119	3.00	EA	M	UP TO 4"	FIRE STOP SLEEVING PENETRATION	17.5000	52.50	0.7000	2.10
TITLE	1.00	EA	M		12G GALV TRAPEZE 3/8-ROD ON CONCRETE	0.0000	0.00	0.0000	0.00
240011	2.00	FT	M	1 5/8" x 1 5/8"H	12G STRUT CHNL 1-1/8" SLOT GALV	12.3512	24.70	0.0800	0.16
161240	25.00	FT	M	3/8-16	GALV THREADED ROD	2.0090	52.23	0.0500	1.30
240334	2.00	EA	M	3/8-HDG	STRUT NO TWIST SQ WASHER	5.1374	10.27	0.0400	0.08

CIR ELECTRICAL CONSTRUCTION

2517 Long Rd
Grand Island, NY 14072

Phone:
Web:

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
160943	4.00	EA	M	3/8-16	GALV HEX NUTS	0.1920	0.77	0.0300	0.12
160475	2.00	EA	M	3/8 x 1 1/4"	STN-STL FENDER WASHER	0.2300	0.46	0.0010	0.00
160237	2.00	EA	M	3/8 x 1 9/16"	STN-STL CONCRETE DROP-IN ANCHOR	6.2626	12.53	0.1260	0.25
161174	2.00	EA	M	1/2 x 1 1/2 - 3"	HAMMER DRILLED HOLE	0.0000	0.00	0.1120	0.22
240227	2.00	EA	M	1 1/4	GALV RIGID STRUT CLAMPS	4.4612	8.92	0.0290	0.06
240229	2.00	EA	M	2	GALV RIGID STRUT CLAMPS	5.7803	11.56	0.0350	0.07
240231	2.00	EA	M	3	GALV RIGID STRUT CLAMPS	7.1717	14.34	0.0450	0.09
70067	60.00	FT	M	2.	XHHW CU (STR)	1.8269	109.61	0.0119	0.71
70063	20.00	FT	M	8	XHHW CU (STR)	0.9703	19.41	0.0068	0.14
70060	2,800.00	FT	M	14	XHHW CU (STR)	0.3065	858.17	0.0035	9.80
70723	640.00	FT	M	16/2	TRAY CABLE XLPE/PVC CU	0.5500	352.00	0.0186	11.90
Phase Totals:							3,344.48		53.98
Job Totals:							3,344.48		53.98



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	5/17/2021
Contract No.:	Change Order No.:2	Job No.:	2002016

Description:

Provide labor and materials to remove existing and install new lights and switching in Dewatering Control room as requested.

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ 2,927.11				\$ -
		Foreman	19	\$ 83.55	\$ 1,587.45
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	18	\$ 77.73	\$ 1,399.14
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 2,927.11				\$ -
Job Expenses:		Supervision (12.5%)	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 2,986.59
Telephone		SUBTOTAL(L+M+JE)			\$ 5,913.70
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 5,913.70
		Overhead & Profit		15%	\$ 887.05
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 6,800.75
		Tax on Total		-	\$ -
		Bond Cost		2%	\$ 136.01
		QUOTE TOTAL			\$ 6,936.76

Job ID: JOB-0073
Project: NFWWTP Project #3 Sludge Ltg



Takeoff

Vendor: TARGET

Labor Level: CONEST

17 May 2021 11:41:56

Phase: FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
120852	12.00	EA	M	2 x 2	LED T-BAR LAY-IN FIXTURE	195.0000	2,340.00	0.9500	11.40
10001	40.00	FT	M	3/4	GRC	2.3570	94.28	0.0700	2.80
20001	2.00	EA	M	3/4	GRC FIELD-BEND	0.0000	0.00	0.2700	0.54
20022	2.00	EA	M	3/4	GRC 90-DEG ELBOW	4.1500	8.30	0.2800	0.56
30001	2.00	EA	M	3/4	GRC/IMC COUPLING	1.1800	2.36	0.0120	0.02
161494	6.00	EA	M	3/4	GALV CLAMPBACK/SPACER	1.7500	10.50	0.0200	0.12
161408	6.00	EA	M	3/4	GALV 1-HOLE CONDUIT STRAP	1.1500	6.90	0.0400	0.24
70033	350.00	FT	M	12	THHN/THWN CU (STR)	0.1772	62.02	0.0042	1.47
160725	6.00	EA	M	1/4" LONG	LAG SHIELD	0.6900	4.14	0.0250	0.15
160780	6.00	EA	M	1/4-20 x 1-1/4"	PLTD MACHINE SCREWS	0.0699	0.42	0.0560	0.34
150639	2.00	EA	M	2.69"D	2G FD MALLEABLE BOX 1 x 3/4"HUB	40.7332	81.47	0.5250	1.05
150683	2.00	EA	M		2G FS/FD COMB 2-SWITCH COVER	7.5381	15.08	0.1100	0.22
70439	325.00	FT	M	12/2	MC CABLE- STEEL JKT W/G	0.5609	182.29	0.0200	6.50
670048	10.00	EA	M	3/8	BX / MC DUPLEX STR-CONN	1.0576	10.58	0.1200	1.20
670028	4.00	EA	M	1/2	BX /MC 2-SCR SNGL STR-CONN	4.3452	17.38	0.0800	0.32
600980	4.00	EA	M	CS320BK	HUBL COMM-GRADE 3W 20A TOGGLE SW-BLACK	6.9500	27.80	0.2800	1.12
100138	44.00	EA	M	#18 to 8	WIRE-NUT MED -RED	0.0653	2.87	0.0420	1.85
380095	6.00	EA	M	8-FT	REMOVE EXISTING FLUORESCENT FIXTURE	0.0000	0.00	0.5000	3.00
380092	2.00	EA	M	1 x 4	REMOVE EXISTING FLUORESCENT FIXTURE	0.0000	0.00	0.4000	0.80
380054	30.00	FT	M	3/4	REMOVE EXISTING CONDUIT	0.0000	0.00	0.0250	0.75
380069	100.00	FT	M	12	EXISTING WIRE TO PULL OUT	0.0000	0.00	0.0040	0.40
630655	24.00	EA	M	1/4 THREAD-ROD	ANGLE BRKT SUPT-HOLE MTD	0.8958	21.50	0.0500	1.20
630718	24.00	EA	M		T-BAR 12-WIRE>1/4-T-ROD SECURING CLP	1.6343	39.22	0.0400	0.96
Phase Totals:							2,927.11		37.01
Job Totals:							2,927.11		37.01

CIR ELECTRICAL CONSTRUCTION

2517 Long Rd
Grand Island, NY 14072

Phone:
Web:



**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT – PROJECT NO. 3**

PROPOSAL REQUEST

Proposal Request No.: 3-EC-002 Date: May 12, 2020

Contract Name and No.: Electrical

Contractor: CIR Electrical Construction Corp.

Other Contracts Involved in Proposed Change: General

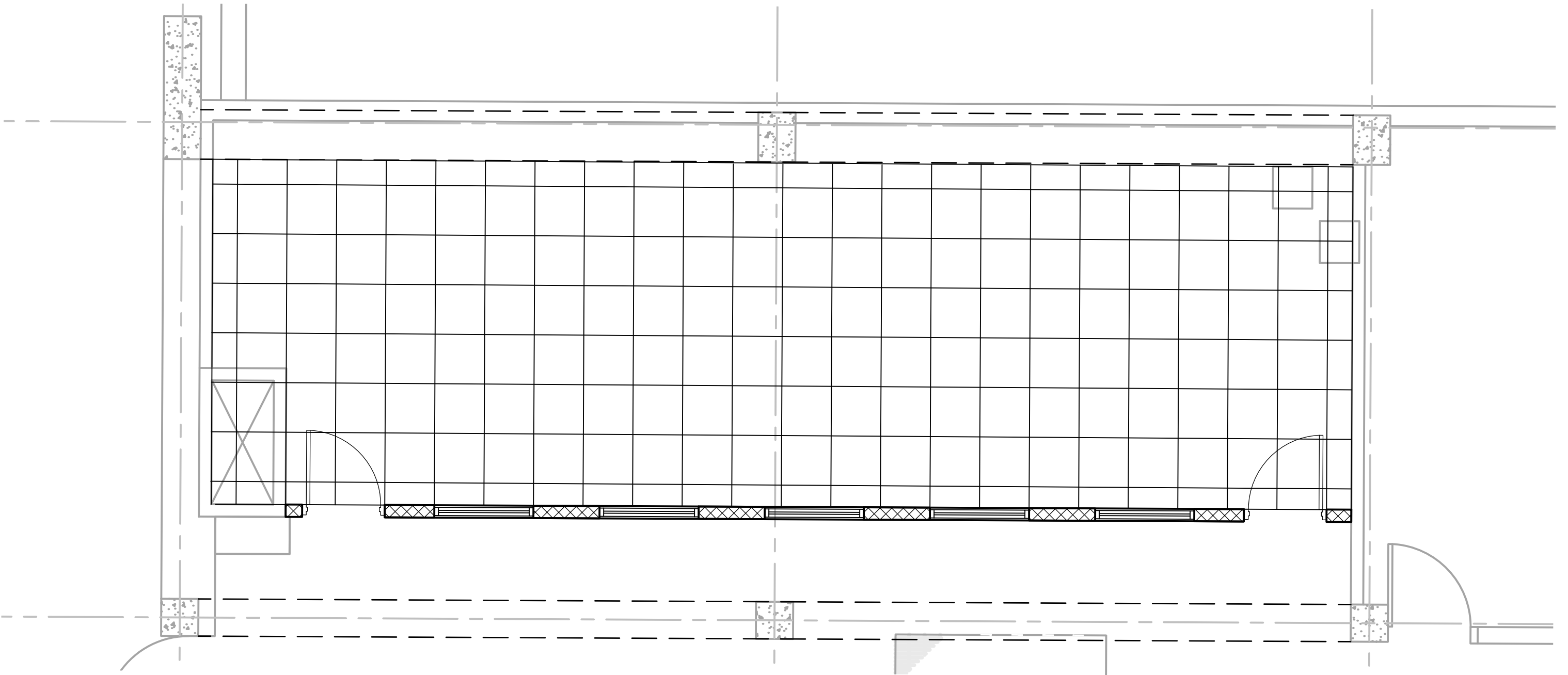
TO CONTRACTOR: Please submit a complete Change Order proposal for the proposed modifications described below. If the associated Change Order proposal is approved, a Change Order will be issued to authorize adjustment to the scope of Work. This Proposal Request is not a Change Order, Work Change Directive, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

1. *Change Issue 3-EC-002: New Sludge Dewatering Control Room Lights:*
 - Remove existing lights from within the former vacuum pump room.
 - Provide new lights within the new sludge dewatering control room (i.e., the former vacuum pump room) per the attached sketch 3-EC-002.01. Coordinate Work with General Contractor.

Proposal Requested By: Arcadis of New York, Inc.

Signature of Requestor: 





CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	1/29/2022
Contract No.:	Change Order No.:4	Job No.:	2002042

Description:

Provide labor and materials to trace out existing wiring for the main dewatering control cabinet for connection to the new main control panel as requested.

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ -				\$ -
		Foreman	20	\$ 83.55	\$ 1,671.00
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	80	\$ 77.73	\$ 6,218.40
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ -				\$ -
Job Expenses:		Supervision (12.5%	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 7,889.40
Telephone		SUBTOTAL(L+M+JE)			\$ 7,889.40
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 7,889.40
		Overhead & Profit		15%	\$ 1,183.41
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 9,072.81
		Tax on Total		-	\$ -
		Bond Cost		2%	\$ 181.45
		QUOTE TOTAL			\$ 9,254.26

Page 1 of 1 Pages

Job Name: Niagara Falls Waste Water Treatment Date 1-24-22, 20 22

Location: Niagara Falls, NY JOB NO. 2002042

DESCRIPTION: Project 3 dewatering - Research + Trace
existing wiring @ ~~the~~ The Main Dewatering Cabinet for
connecting to the New main panel

☐ THIS JOB IS NOT COMPLETE[illegible]

Attach Material Receipts

[illegible]

No Material

NFWB Oct. 3, 2022 Meeting Agenda Packet - Page 233

CIR

Pa



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	2/15/2022
Contract No.:	Change Order No.:3	Job No.:	2002016

Description:

Provide labor and materials to perform additional electrical work not shown on the drawings for the four Polymer Mixing Skids as requested.

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets 1	\$ 1,803.61				\$ -
2	\$ 1,727.78	Foreman	87	\$ 83.55	\$ 7,268.85
3	\$ 1,727.78	Journeyman	-	\$ 100.12	\$ -
4	\$ 1,907.69	Foreman	-	\$ 108.84	\$ -
		Journeyman	87	\$ 77.73	\$ 6,762.51
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 7,166.86				\$ -
Job Expenses:		Supervision (12.5%)	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 14,031.36
Telephone		SUBTOTAL(L+M+JE)			\$ 21,198.22
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 21,198.22
		Overhead & Profit		15%	\$ 3,179.73
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 24,377.95
		Tax on Total		-	\$ -
		Bond Cost		2%	\$ 487.55
QUOTE TOTAL					\$ 24,865.50

#1

	Description	Quantity	Unit	Net Cost	Labor	Unit	Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	120	C	316.38	7.00	C	379.66	8.40
2	3/4" COUPLING - RMC - GALV	12	C	28.49	0.00	C	3.42	0.00
3	3/4" ELBOW 90 DEG - RMC - GALV	6	C	92.09	8.00	C	5.53	0.48
4	3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	12	C	590.93	12.00	C	70.91	1.44
5	3/4" MEASURE CUT & THREAD - GRC	4	C	0.00	20.00	C	0.00	0.80
6	3/4" 2-H STRAP - RMC - STEEL	10	C	65.47	6.00	C	6.55	0.60
7	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	10	C	255.25	5.00	C	25.52	0.50
8	3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	50	C	97.54	4.95	C	48.77	2.48
9	3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	13	C	1,183.82	17.00	C	151.30	2.21
10	3/4" CONN 90 DEG - LIQUIDTIGHT DIECAST	13	C	2,118.02	17.00	C	275.34	2.21
11	#14 THHN BLACK	500	M	303.99	4.30	M	152.00	2.15
12	#12 THHN BLACK	300	M	449.24	5.15	M	134.77	1.54
13	#16/3C CTRL-AUDIO CABLE	50	M	305.32	12.60	M	15.27	0.63
14	WIRE MARKER	70	E	0.09	1.00	C	6.30	0.70
15	8x 8x 4" BOX CONT HNG - NEMA 12	4	E	47.59	0.55	E	190.36	2.20
16	3/4" FIELD CUT KO	19	E	0.00	0.40	E	0.00	7.60
17	1 5/8x 1 5/8x 12G STRUT GALV	20	C	157.15	10.00	C	31.43	2.00
18	1/4-20x 1 5/8 STRUT NUT	12	C	95.44	5.00	C	11.45	0.60
19	4H CRNR ANGLE 6 5/8 W/ 2- 1 1/2 SLOTTED HOLESx 1 7/8x	2	C	5,950.08	10.00	C	119.00	0.20
20	6x 3 1/8x 1 5/8" POST BASE - FLUSH MNT 1-1 5/8x 1 5/8" ST	2	C	8,215.81	8.00	C	164.32	0.16
21	3/8x 2 1/2 P/H SLEEVE ANCHOR - 1 1/4" MIN DEPTH	8	C	146.58	12.00	C	11.73	0.96
22	#16 WIRE POWER TERM	12	E	0.00	0.07	E	0.00	0.84
23	#14 WIRE POWER TERM	48	E	0.00	0.07	E	0.00	3.22
24	#12 WIRE POWER TERM	22	E	0.00	0.09	E	0.00	1.98
	Totals	1,317					1,803.61	43.90

#2

	Description	Quantity	Unit	Net Cost	Labor	Unit	Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	100	C	316.38	7.00	C	316.38	7.00
2	3/4" COUPLING - RMC - GALV	12	C	28.49	0.00	C	3.42	0.00
3	3/4" ELBOW 90 DEG - RMC - GALV	6	C	92.09	8.00	C	5.53	0.48
4	3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	11	C	590.93	12.00	C	65.00	1.32
5	3/4" MEASURE CUT & THREAD - GRC	4	C	0.00	20.00	C	0.00	0.80
6	3/4" 2-H STRAP - RMC - STEEL	10	C	65.47	6.00	C	6.55	0.60
7	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	10	C	255.25	5.00	C	25.52	0.50
8	3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	50	C	97.54	4.95	C	48.77	2.48
9	3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	13	C	1,163.82	17.00	C	151.30	2.21
10	3/4" CONN 90 DEG - LIQUIDTIGHT DIECAST	13	C	2,118.02	17.00	C	275.34	2.21
11	#14 THHN BLACK	500	M	303.99	4.30	M	152.00	2.15
12	#12 THHN BLACK	300	M	449.24	5.15	M	134.77	1.54
13	#16/3C CTRL-AUDIO CABLE	30	M	305.32	12.60	M	9.16	0.38
14	WIRE MARKER	64	E	0.09	1.00	C	5.76	0.64
15	8x 8x 4" BOX CONT HNG - NEMA 12	4	E	47.59	0.55	E	190.36	2.20
16	3/4" FIELD CUT KO	19	E	0.00	0.40	E	0.00	7.60
17	1 5/8x 1 5/8x 12G STRUT GALV	20	C	157.15	10.00	C	31.43	2.00
18	1/4-20x 1 5/8 STRUT NUT	12	C	95.44	5.00	C	11.45	0.60
19	4H CRNR ANGLE 6 5/8 W/ 2- 1 1/2 SLOTTED HOLESx 1 7/8x	2	C	5,950.08	10.00	C	119.00	0.20
20	6x 3 1/8x 1 5/8" POST BASE - FLUSH MNT 1-1 5/8x 1 5/8" STP	2	C	8,215.81	8.00	C	164.32	0.16
21	3/8x 2 1/2 P/H SLEEVE ANCHOR - 1 1/4" MIN DEPTH	8	C	146.58	12.00	C	11.73	0.96
22	#16 WIRE POWER TERM	6	E	0.00	0.07	E	0.00	0.42
23	#14 WIRE POWER TERM	46	E	0.00	0.07	E	0.00	3.22
24	#12 WIRE POWER TERM	22	E	0.00	0.09	E	0.00	1.98
	Totals	1,264					1,727.78	41.65

	Description	Quantity	Unit	Net Cost	Labor	Unit	Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	100	C	316.38	7.00	C	316.38	7.00
2	3/4" COUPLING - RMC - GALV	12	C	28.49	0.00	C	3.42	0.00
3	3/4" ELBOW 90 DEG - RMC - GALV	6	C	92.09	8.00	C	5.53	0.48
4	3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	11	C	590.93	12.00	C	65.00	1.32
5	3/4" MEASURE CUT & THREAD - GRC	4	C	0.00	20.00	C	0.00	0.80
6	3/4" 2-H STRAP - RMC - STEEL	10	C	65.47	6.00	C	6.55	0.60
7	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	10	C	255.25	5.00	C	25.52	0.50
8	3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	50	C	97.54	4.95	C	48.77	2.48
9	3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	13	C	1,163.82	17.00	C	151.30	2.21
10	3/4" CONN 90 DEG - LIQUIDTIGHT DIECAST	13	C	2,118.02	17.00	C	275.34	2.21
11	#14 THHN BLACK	500	M	303.99	4.30	M	152.00	2.15
12	#12 THHN BLACK	300	M	449.24	5.15	M	134.77	1.54
13	#16/3C CTRL-AUDIO CABLE	30	M	305.32	12.60	M	9.16	0.38
14	WIRE MARKER	64	E	0.09	1.00	C	5.76	0.64
15	8x 8x 4" BOX CONT HNG - NEMA 12	4	E	47.59	0.55	E	190.36	2.20
16	3/4" FIELD CUT KO	19	E	0.00	0.40	E	0.00	7.60
17	1 5/8x 1 5/8x 12G STRUT GALV	20	C	157.15	10.00	C	31.43	2.00
18	1/4-20x 1 5/8 STRUT NUT	12	C	95.44	5.00	C	11.45	0.60
19	4H CRNR ANGLE 5/8 W/ 2- 1 1/2 SLOTTED HOLESx 1 7/8x	2	C	5,950.08	10.00	C	119.00	0.20
20	6x 3 1/8x 1 5/8" POST BASE - FLUSH MNT 1-1 5/8x 1 5/8" ST	2	C	8,215.81	8.00	C	164.32	0.16
21	3/8x 2 1/2 P/H SLEEVE ANCHOR - 1 1/4" MIN DEPTH	8	C	146.58	12.00	C	11.73	0.96
22	#16 WIRE POWER TERM	6	E	0.00	0.07	E	0.00	0.42
23	#14 WIRE POWER TERM	46	E	0.00	0.07	E	0.00	3.22
24	#12 WIRE POWER TERM	22	E	0.00	0.09	E	0.00	1.98
	Totals	1,264					1,727.78	41.55

#3

#4

	Description	Quantity	Unit	Net Cost	Labor	Unit	Total Material	Total Hours
1	3/4" CONDUIT - RMC - GALV	150	C	316.38	7.00	C	474.57	10.50
2	3/4" COUPLING - RMC - GALV	12	C	28.49	0.00	C	3.42	0.00
3	3/4" ELBOW 90 DEG - RMC - GALV	6	C	92.09	8.00	C	5.53	0.48
4	3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	12	C	590.93	12.00	C	70.91	1.44
5	3/4" MEASURE CUT & THREAD - GRC	4	C	0.00	20.00	C	0.00	0.80
6	3/4" 2-H STRAP - RMC - STEEL	10	C	65.47	6.00	C	6.55	0.60
7	3/4" 2-PC STRUT CLAMP RMC / IMC - STEEL	10	C	255.25	5.00	C	25.52	0.50
8	3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	50	C	97.54	4.95	C	48.77	2.48
9	3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	13	C	1,163.82	17.00	C	151.30	2.21
10	3/4" CONN 90 DEG - LIQUIDTIGHT DIECAST	13	C	2,118.02	17.00	C	275.34	2.21
11	#14 THHN BLACK	500	M	303.99	4.30	M	152.00	2.15
12	#12 THHN BLACK	300	M	449.24	5.15	M	134.77	1.54
13	#16/3C CTRL-AUDIO CABLE	80	M	305.32	12.60	M	24.43	1.01
14	WIRE MARKER	70	E	0.09	1.00	C	6.30	0.70
15	8x 8x 4" BOX CONT HNG - NEMA 12	4	E	47.59	0.55	E	190.36	2.20
16	3/4" FIELD CUT KO	19	E	0.00	0.40	E	0.00	7.60
17	1 5/8x 1 5/8x 12G STRUT GALV	20	C	157.15	10.00	C	31.43	2.00
18	1/4-20x 1 5/8 STRUT NUT	12	C	95.44	5.00	C	11.45	0.60
19	4H CRNR ANGLE 6 5/8 W/ 2- 1 1/2 SLOTTED HOLESx 1 7/8x	2	C	5,950.08	10.00	C	119.00	0.20
20	6x 3 1/8x 1 5/8" POST BASE - FLUSH MNT 1-1 5/8x 1 5/8" ST	2	C	8,215.81	8.00	C	164.32	0.16
21	3/8x 2 1/2 P/H SLEEVE ANCHOR - 1 1/4" MIN DEPTH	8	C	146.58	12.00	C	11.73	0.96
22	#16 WIRE POWER TERM	12	E	0.00	0.07	E	0.00	0.84
23	#14 WIRE POWER TERM	46	E	0.00	0.07	E	0.00	3.22
24	#12 WIRE POWER TERM	22	E	0.00	0.09	E	0.00	1.98
	Totals	1,377					1,907.69	46.38



**NIAGARA FALLS WATER BOARD
NIAGARA FALLS WASTEWATER TREATMENT PLANT – PROJECT NO. 3**

PROPOSAL REQUEST

Proposal Request No.: 3-EC-005 Date: February 9, 2022

Contract Name and No.: 3E

Contractor: CIR Electrical Construction Corp.

Other Contracts Involved in Proposed Change: 3G

TO CONTRACTOR: Please submit a complete Change Order proposal for the proposed modifications described below. If the associated Change Order proposal is approved, a Change Order will be issued to authorize adjustment to the scope of Work. This Proposal Request is not a Change Order, Work Change Directive, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

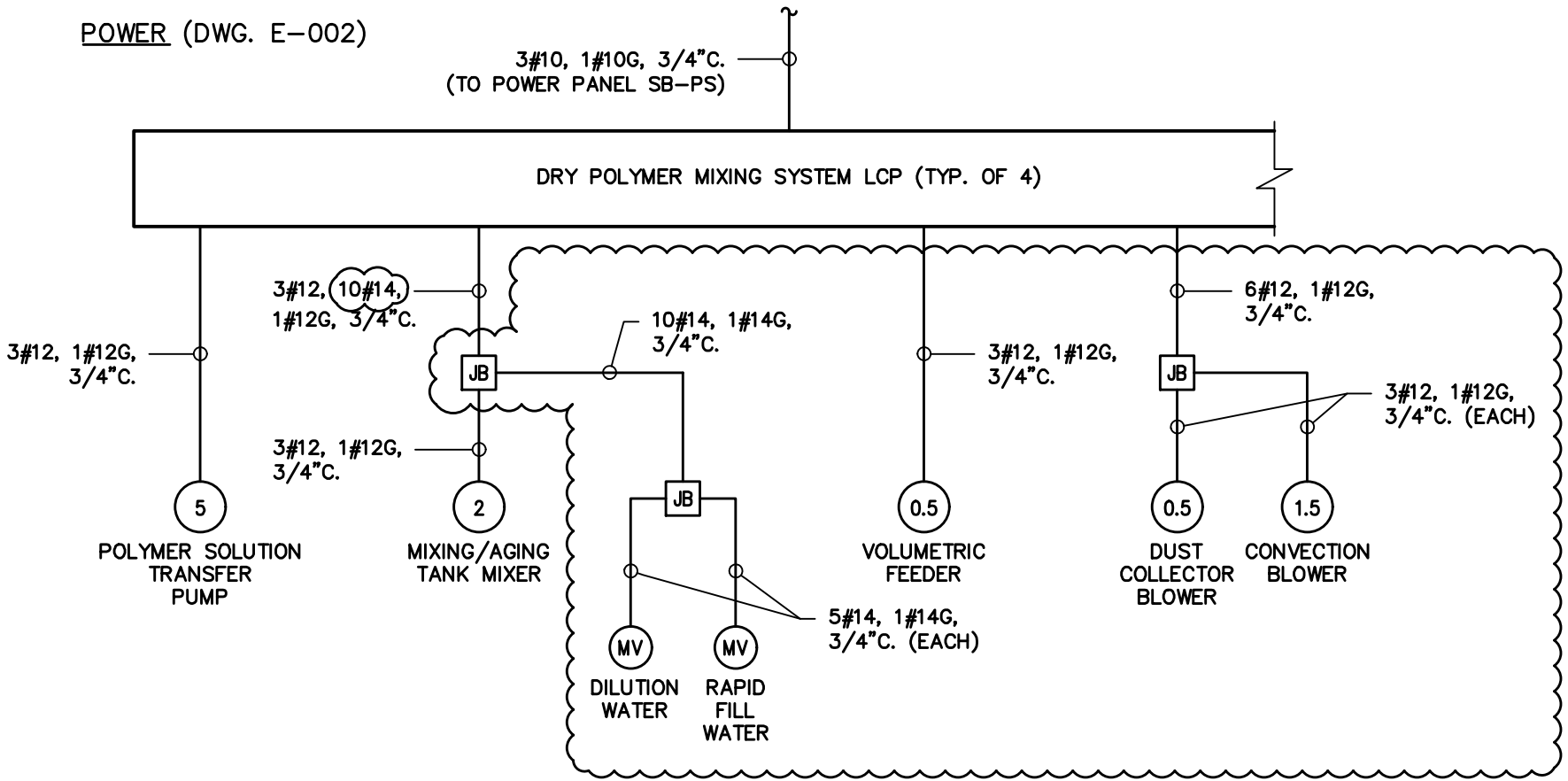
1. *Change Issue 3-EC-005: Additional Polymer System Electrical Work:*
 - Provide additional conduit and cable for the new dry polymer system. Refer to the enclosed sketch SK-1 for a modified one-line diagram (from Drawing E-002) and block diagram (from Drawings E-004).

Proposal Requested By: Arcadis of New York, Inc.

Signature of Requestor: 

User:KKASPEREK Spec:AUS-NCSMOD File: \\ARCADIS-US.COM\OFFICEDATA\BUFFALO-NY\PROJECTS\NIAGARA FALLS WATER BOARD\30066326 - NFWB WWTP PROJECT 3 CA-RPR\CADD\FIGURES\FIGURE 1.DWG Scale:1:1 SavedDate:2/9/2022 Time:14:28 Plot Date: Kasper, Katie: 2/9/2022, 14:35 ; Layout:MODEL

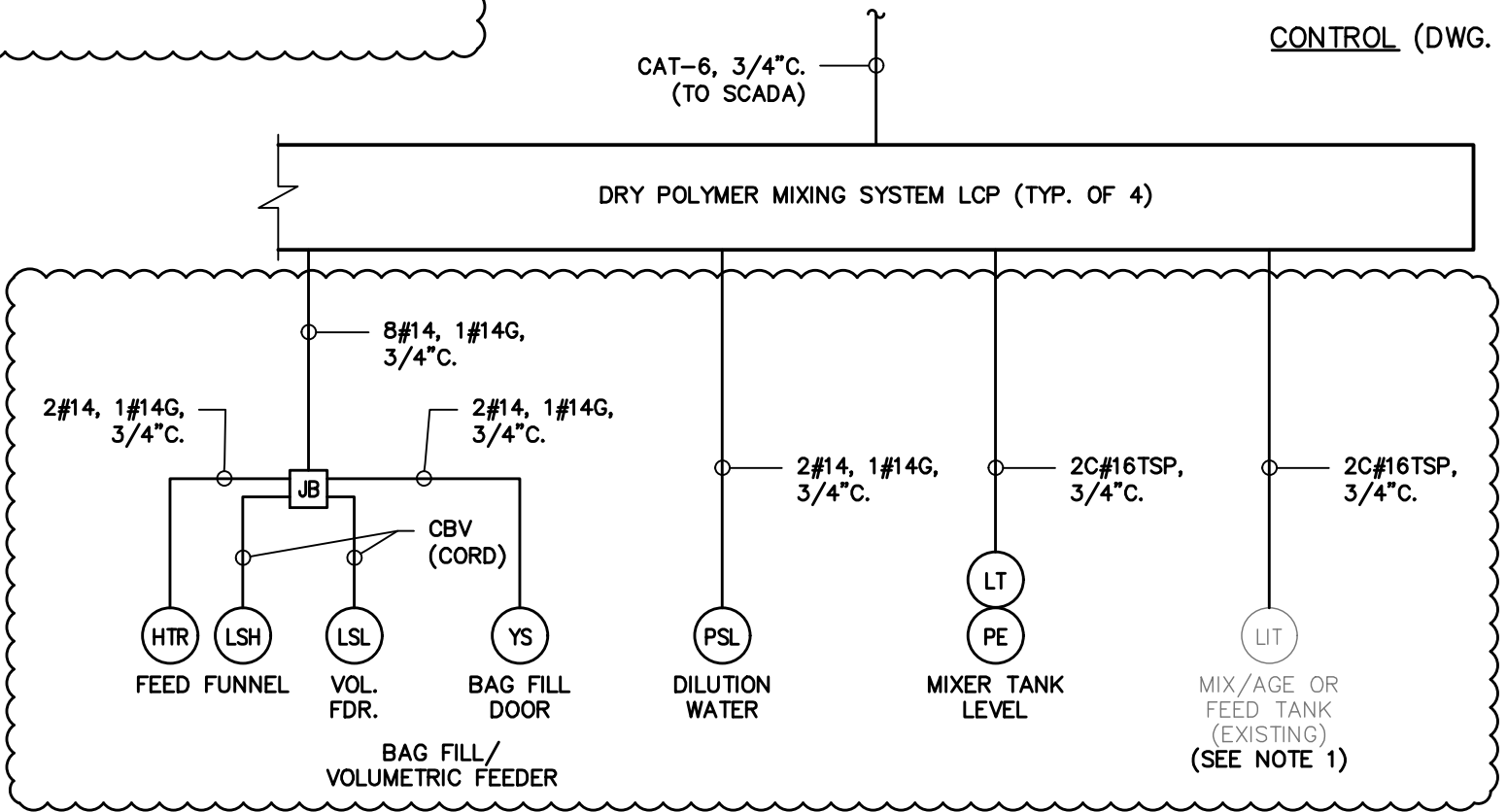
POWER (DWG. E-002)



NOTE:

1. CONNECT EXISTING SEDIMENTATION BASIN MIX/AGE TANK LIT AND EXISTING SEDIMENTATION BASIN FEED TANK LIT TO DRY POLYMER MIXING SYSTEM LCP NO.1 AND DRY POLYMER MIXING SYSTEM LCP NO.2, RESPECTIVELY. CONNECT EXISTING DEWATERING SYSTEM MIX/AGE TANK LIT AND EXISTING DEWATERING SYSTEM FEED TANK LIT TO DRY POLYMER MIXING SYSTEM LCP NO.3 AND DRY POLYMER MIXING SYSTEM LCP NO.4, RESPECTIVELY.

CONTROL (DWG. E-004)



NIAGARA FALLS WATER BOARD

WWTP PROJECT NO.3
NFWB Oct. 3, 2022 Meeting Agenda Packet - Page 240

DRY POLYMER MIXING SYSTEM

POWER & CONTROL WIRING DIAGRAM

SCALE: N.T.S.

FEBRUARY 2022

3-EC-005
SK-1



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	7/26/2022
Contract No.:	Change Order No.:10	Job No.:	2002042

Description:

Provide labor and materials to install 3 button push button station for the belt conveyor system that was not shown on the contract drawings as requested .

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ 948.47				\$ -
		Foreman	10	\$ 83.55	\$ 835.50
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	4	\$ 77.73	\$ 310.92
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 948.47				\$ -
Job Expenses:		Supervision (12.5%	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 1,146.42
Telephone		SUBTOTAL(L+M+JE)			\$ 2,094.89
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 2,094.89
		Overhead & Profit		15%	\$ 314.23
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 2,409.12
		Tax on Total		-	\$ -
		Bond Cost		2%	
QUOTE TOTAL					\$ 2,409.12

C I R ELECTRICAL CONSTRUCTION CORPORATION

TIME AND MATERIAL WORK ORDER

25444

Page 1 of 1 Pages

Job Name: Niagara Falls Waste Water Treatment Date 8-18, 20 22

Location: Niagara Falls, NY JOB NO. 2002042

DESCRIPTION: Install the Push button station for the Belt conveyor system
Not shown on Drawings - 3 button station (Zero speed light, Silence, Reset)

☒ THIS JOB IS COMPLETED

☐ THIS JOB IS NOT COMPLETE

Name		Labor — Actual Hours								Total Hours	Rate	Week Ending	Carfare and Expense
		M	T	W	T	F	S	S					
↓ HASELEY	S.T.	6	4							10			
	P.T.												
↓ Munder	S.T.		4							4			
	P.T.												
	S.T.												
	P.T.												
	S.T.												
	P.T.												
Totals													

MATERIAL USED

Attach Material Receipts

Quan.	Item	Catalog No.	Price	Unit	Amount
2	3/4 GUAT Plastibond		269 64	e	539 28
1	3/4 scaling eye		157 59	e	157 59
2	3/4 stainless strut straps		18 17	e	36 34
10'	3/4 Plastibond conduit		10 36	ft	103 60
1000'	#14 THHN		136 72	m	147 66
					<u>984 47</u>

CUSTOMER _____ BY [Signature]

CIR _____ BY [Signature]



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	7/26/2022
Contract No.:	Change Order No.:11	Job No.:	2002042

Description:

Provide labor and materials to relocate the belt conveyor disconnect switch and push buttons to new location on column as requested .

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ 418.22				\$ -
		Foreman	4	\$ 83.55	\$ 334.20
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman		\$ 77.73	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 418.22				\$ -
Job Expenses:		Supervision (12.5%	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 334.20
Telephone		SUBTOTAL(L+M+JE)			\$ 752.42
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 752.42
		Overhead & Profit		15%	\$ 112.86
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 865.28
		Tax on Total		-	\$ -
		Bond Cost		2%	
QUOTE TOTAL					\$ 865.28



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	8/19/2022
Contract No.:	Change Order No.:13	Job No.:	2002042

Description:

Provide labor and materials to install conduit and wiring for the belt conveyor horn and estop button not shown on contract drawings as requested .

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ 3,662.59				\$ -
		Foreman	22	\$ 83.55	\$ 1,838.10
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	22	\$ 77.73	\$ 1,710.06
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 3,662.59				\$ -
Job Expenses:		Supervision (12.5%)	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 3,548.16
Telephone		SUBTOTAL(L+M+JE)			\$ 7,210.75
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 7,210.75
		Overhead & Profit		15%	\$ 1,081.61
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 8,292.36
		Tax on Total		-	\$ -
		Bond Cost		2%	
QUOTE TOTAL					\$ 8,292.36

C I R ELECTRICAL CONSTRUCTION CORPORATION

Page _____ of _____ Pages

TIME AND MATERIAL WORK ORDER

Job Name: Waste Water Treatment -Date 8-18, 20 22Location: Niagara FallsJOB NO. 2002042DESCRIPTION: Install Conduit for the Belt Conveyor Hous and
Emergency stop button. Not shown on Drawings☒ THIS JOB IS COMPLETED☐ THIS JOB IS NOT COMPLETE

Name		Labor — Actual Hours							Total Hours	Rate	Week Ending		Carfare and Expense
		M	T	W	T	F	S	S					
J HASELEY	S.T.	8	8	6					22				
	P.T.												
J MURDIE	S.T.	8	8	6					22				
	P.T.												
	S.T.												
	P.T.												
	S.T.												
	P.T.												
Totals													

MATERIAL USED

Attach Material Receipts

Quan.	Item	Catalog No.	Price	Unit	Amount
1	Explosion proof E-stop button + Enclosure		475 46	e	475 46
1	3/4 Plastibond GUAT		269 64	e	269 64
2	3/4 Plastibond GUAB		269 64	e	539 28
14	3/4 Plastibond couplings		9 51	e	133 14
2	3/4 Plastibond sealing EYES		157 59	e	315 18
120'	3/4 PLASTIBOND CONDUIT		10 36	ft	1243 20
1	3/4 Plastibond LB		117 46	e	117 46
15	3/4 stainless steel UNISTRUT straps		18 17	e	272 55
3	3/4 Plastibond one hole + Backstraps		24 15	e	72 45
2	3/4 x 3 Plastibond nipples		13 50	e	27 00
3	3/4 Plastibond 90° Elbows		38 40	e	115 20
600'	#14 THHN		136 72	m	82 03
					<u>3,662 59</u>

CUSTOMER _____

BY _____

C I R _____

BY _____



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	8/19/2022
Contract No.:	Change Order No.:14	Job No.:	2002042

Description:

Provide labor and materials to rebuild mcc bucket for the belt conveyor as drawing indicated to reuse existing controls which were actually not existing and had to be added as requested .

Material	Material Total	Labor	Hours	Rate	Labor Total
See attached sheets	\$ 440.50				\$ -
		Foreman	6	\$ 83.55	\$ 501.30
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	12	\$ 77.73	\$ 932.76
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 440.50				\$ -
Job Expenses:		Supervision (12.5%	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ 1,434.06
Telephone		SUBTOTAL(L+M+JE)			\$ 1,874.56
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 1,874.56
		Overhead & Profit		15%	\$ 281.18
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 2,155.74
		Tax on Total		-	\$ -
		Bond Cost		2%	
QUOTE TOTAL					\$ 2,155.74

TIME AND MATERIAL WORK ORDER

DESCRIPTION: Get and wire a MCE Bucket for the Belt Conveyor System. Wire per JDI equipment schematics - not shown on Contract Drawings.

☐ THIS JOB IS NOT COMPLETE[illegible]

Attach Material Receipts

[illegible]

BY _____

CIR _____ BY Jeff Hawley



CHANGE ORDER RECAP

Job Name:	NFWB Project #3	Date:	9/27/2022
Contract No.:	Change Order No.:15	Job No.:	2002042

Description:
Furnish new explosion proof start stop staion as requested.

Material	Material Total	Labor	Hours	Rate	Labor Total
Exp Proof Start Stop station	\$ 445.30				\$ -
		Foreman	-	\$ 83.55	\$ -
	\$ -	Journeyman	-	\$ 100.12	\$ -
		Foreman	-	\$ 108.84	\$ -
		Journeyman	-	\$ 77.73	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Material Subtotal:	\$ 445.30				\$ -
Job Expenses:		Supervision (12.5%)	0.000	\$ 125.00	\$ -
Document Control		Tool Usage (4% of Labor)			\$ -
Travel Time Costs		Total Labor Costs:			\$ -
Telephone		SUBTOTAL(L+M+JE)			\$ 445.30
Transportation		Research & Layout		0%	\$ -
Storage / Warehouse		Material Handling		0%	\$ -
Safety (3% of Labor)	\$ -	Clean Up Costs:		0%	\$ -
Inspections & Permits					
Record Drawings					
Fuel Surcharges (4% of Material)		SUBTOTAL:			\$ 445.30
		Overhead & Profit		15%	\$ 66.79
Total Job Expenses	\$ -			0%	\$ -
Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact		Subcontract			
		Subcontract Mark-up		5%	\$ -
		TOTAL:			\$ 512.09
		Tax on Total		-	\$ -
		Bond Cost		2%	
QUOTE TOTAL					\$ 512.09

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-010

CLARK PATTERSON LEE PROFESSIONAL SERVICES EXTENSION

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

WHEREAS, the Water Board previously retained Clark Patterson Lee (“CPL”) to provide consulting engineering and other professional services, including acting as project manager for the many capital projects underway at the wastewater treatment plant, and from time-to-time has appropriated funds for these services in order to maintain control and oversight over the engagement; and

WHEREAS, CPL has exhausted the funds appropriated to date for its services and has requested additional funds for work, with the amount of its request based on its average monthly billing over the past year; and

WHEREAS, the Water Board will continue to need services provided by CPL during the remainder of 2022 and in 2023; and

WHEREAS, CPL has presented a proposal for continued services dated September 9, 2022, proposing a not-to-exceed fee for services to be rendered on a time-and-material basis totaling \$450,000 broken down as follows: General Engineering – Weekly Assistance (\$175,000) and Capital Projects Management and Assistance (\$275,000); and

WHEREAS, pursuant to Water Board Procurement Policy Section 5.8.4, this extension of a professional services agreement (1) was not the subject of an RFP because it is a continuation of ongoing professional services for which it would be impractical and inefficient to switch providers for work in progress, and requiring CPL periodically to submit proposals for extensions provides the Board with the opportunity to monitor the progress and expenditures of funds; (2) no other firms informally were solicited for proposals; and (3) the procurement is not being postponed to permit an RFP because the Water Board deems it in the best interests of the system to have CPL continue to provide the services for projects already underway;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, the Executive Director is hereby authorized to enter into an extension of the professional services agreement with Clark Patterson Lee consistent with the proposal dated September 9, 2022, authorizing payment for fees on a time-and-material basis for services rendered during 2022 and 2023 as follows:

General Engineering – Weekly Assistance: Not to exceed \$175,000;

Capital Projects Management and Assistance: Not to exceed \$275,000;

Total: Not to exceed \$450,000.

* CONTINUED ON NEXT PAGE *

AND IT IS FURTHER RESOLVED, that CPL's services shall be performed on an as-needed and non-exclusive basis and that CPL shall obtain the Executive Director's approval prior to proceeding with any project.

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 Costs: As per the respective capital project number listed on the CIP
O&M Costs: GA.8110.0001.0451.000
Budget Line Supplied by: D. Williamson (Engineering Services Items)
Available Funds Confirmed by: B. Majchrowicz

On October 3, 2022, 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



September 9, 2022

Chairman Nicholas Forster
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Dear Chairman Forster:

We have appreciated the opportunity to work with you over the past several years. As you are aware, we continue to be involved in the planning and development of several projects and initiatives. To date, we have provided you with a not-to-exceed fee for the past years, with services provided on an as-needed basis. The specific services and proper mix of personnel has been determined based on a request for assistance, and we have provided periodic accounting of the services rendered and will bill on a monthly basis. We were extended in August of last year by an additional \$250,000. That \$250,000 was based on the fact that we had left over money in the previous contract. We project that the current budget will be depleted by the end of September 2022. We based the revised numbers below on the level of monthly spending that we have had since August 2021.

We suggest extending the current term agreement approach with a few specific work items, that would be broken out between capital projects and general engineering assistance. We propose to supply support services as follows:

General Engineering - Weekly Assistance: Supply a professional engineer and project engineers to assist the NFWB in all facets of engineering activities including, but not limited to design, inspection, planning, estimating, budgeting, hydraulic modeling, assistance with repairs, larger project development and other assistance as needed items not related to capital projects.

Capital Projects - Supply professional engineers to assist the NFWB in all facets of engineering activities including, but not limited to design, inspection, planning, estimating, budgeting, and maintaining project schedules. We propose to supply Jay Meyers for onsite needs and daily interaction with staff. Then we will mix in Theodore Donner, along with Steve Tanner, Dave Jaros and Rick Henry as needed for the duration of the contract. We have assumed that under this task we will continue to manage the contracts that were awarded for design and construction of the \$27 million of capital work at the wastewater plant to keep it running for the next several years as well as any other capital work that may occur.

We have prepared the following rate schedule for your review. I suggest an approval of an additional \$450,000 to our current agreement which broken down as follows:

General Engineering – Weekly Assistance	\$175,000
Capital Projects Management and Assistance	\$275,000
Total.....	\$450,000

We suggest an extension to our existing agreement. We will continue to bill two (2) separate job numbers so that we can be transparent on the billings.

**ARCHITECTURE
ENGINEERING
PLANNING**



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

Very truly yours,
Clark Patterson Lee

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



September 19, 2022

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

Dear Mr. Costello:

As requested below are current billing rates of the key CPL personnel that have generally worked on Niagara Falls Water Board Initiates over the past several months as well as a general rate table for your use as it relates to our request for an extension of our work with the Niagara Falls Water Board.

NFWB Current Billing Rates	
Ted Donner	\$ 115.50
Jay Meyers	\$ 132.00
Rick Henry	\$ 315.00
Dave Jaros	\$ 115.50
Sarah Rennells	\$ 84.75
Steven Tanner	\$ 195.00
Seth Krull	\$ 115.00
Nuvia Rashid	\$ 105.00

General CPL Rates:

Principals:	\$290-325
Senior Project Manager (PM):	\$190-200
PM/Senior Project Engineer:	\$110-140
Project Engineer:	\$90-110
Junior Project Engineer:	\$75-90

As always please reach out to me at (716) 218-4741 in the office or via email at stanner@cplteam.com should you have any additional questions or requests.

Very truly yours,
CPL

Steven R. Tanner, P.E.
Principal Associate

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-011

PROCUREMENT OF FILTERS FOR HYDROGEN SULFIDE SCRUBBERS

WHEREAS, the Niagara Falls Water Board's wastewater treatment plant ("WWTP") is equipped with air scrubbers located in the carbon filter gallery that are designed to remove hydrogen sulfide gas; and

WHEREAS, these scrubbers require filters which are carbon-impregnated and contain potassium permanganate in order to function effectively, and the filters must be changed every few years as they become clogged; and

WHEREAS, the filters now require replacement, and consistent with the Water Board's procurement policy three written quotes for replacement filters were obtained, with the lowest-cost quote for the necessary filters supplied by Air Trac Corp. in the amount of \$17,806;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to pay to Air Trac Corporation the amount of \$17,806 for hydrogen sulfide scrubber filters, as per that firm's quote dated September 2, 2022.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA.8130.0200.0419.005, Tools and Machine Parts
Budget Line Supplied by: E. Smith
Available Funds Confirmed by: B. Majchrowicz

On October 3, 2022, 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

AIR TRAC[®] CORPORATION

Innovators in Air Flow Technology since 1969

info@airtraccorp.com

T: 866.580.5814

www.airtraccorp.com

September 2, 2022

Mr. Eric Smith
Maintenance Resource and Planning Coordinator
Niagara Falls Water Board
1200 Buffalo Avenue
Niagara Falls, NY 14304
Email: esmith@NFWB.org

RE: PROPOSAL FOR AIR FILTERS, AIR TRAC REF#: 3139R00

Dear Mr. Smith,

We are pleased to quote on the following filters per your request:

Half Size module plastic filled, our P/N G0361, qty: 120 sets of (2)

Lot price: USD 17,806.00

Availability: 6-8 weeks ARO

Terms:

- FOB Shipping point
- Taxes not included
- 50% to be invoiced upon receipt of purchase order
- 50% invoiced prior to shipment
- All invoices due on receipt
- No cancellation allowed once order has been placed
- All other terms apply per our document STC1-U attached.

Thank you for this opportunity to quote on your needs. Please call or email if you have further questions.

Best regards,



Ken Higginson
Engineering Manager
ken@airtraccorp.com

STANDARD TERMS AND CONDITIONS

Prepared for Niagara Falls Water Board
Inclusion in Proposal #3139

1. **ORDERS:** No order for Air Trac Corporation (hereinafter referred to as AT) products shall be binding upon AT until accepted in writing by AT. All orders shall be subject to credit screening and approval and also subject to these Standard Terms and Conditions of Sale (hereinafter referred to as Terms and Conditions). AT's acceptance shall be conditioned on purchaser's assent to these complete and unaltered Terms and Conditions, which assent shall be deemed given unless purchaser shall notify AT in writing to the contrary within five (5) days after AT shall give to purchaser written confirmation of such order.

No provision of AT's Terms and Conditions shall be subject to change in any manner except as agreed to in writing by a duly authorized officer of AT. These Terms and Conditions supersede any and all other agreements or understandings, whether written or oral, that may exist between the parties.

These Terms and Conditions shall modify and supersede orders submitted on purchaser's forms, where such forms contain conflicting or inconsistent statements, clauses, or conditions. Any such statements, clauses, or conditions contained in any forms of the purchaser shall not be effective or binding upon AT and the rights and liabilities of AT shall be determined solely by these Terms and Conditions. By accepting and consummating any such order, AT shall not be deemed to have in any way changed, diminished, enlarged, waived, or modified its rights, remedies, liabilities, or obligations as fixed by these Terms and Conditions. If any provision of these Terms and Conditions is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of these Terms and Conditions.

The formation and performance of any sales agreement shall be governed by and construed according to the Laws of the State of Florida, United States of America, in effect from time to time. Whenever a Term defined in the Uniform Commercial Code is used in these Terms and Conditions, the definition contained in the Florida Uniform Commercial Code shall control. If the purchaser's place of business relevant to its purchase is outside the United States, then the transaction shall be governed by the United Nations Convention on Contracts for the international Sale of Goods and terms indicated for International sales shall apply as such terms are defined in the 2000 edition of the International Chamber of Commerce Incoterms, and Florida law shall be the domestic law.

All purchase orders shall be issued to Air Trac Corporation or to Air Trac Corporation, c/o AT Representative.

2) **PRICES:** All prices are subject to change by AT without notice. Prices in effect at the time the order is accepted by AT shall apply. Written quotations shall automatically expire 30 calendar days from the date of quotation unless otherwise specified in writing by AT. Any verbal quotation shall not be binding, unless confirmed in writing by AT. Prices do not include sales, excise, municipal, state, value-added, occupation, or any other Government taxes nor do they include charges for packing requirements of any Government or other purchaser, unless expressly stipulated in writing by AT. Purchaser shall pay all import and export charges, assessments, tariffs, customs duties, clearances, fees, and other customs and customs-related charges, including but not limited to broker's fees, however designated.

AT reserves the rights to revise prices of work in process, if the product or any part thereof is delayed for a period in excess of thirty (30) days due to any action or inaction on the part of the purchaser or if the scope of supply is changed by the purchasers. Typographical and clerical errors in price quotations, by AT or otherwise, are subject to correction.

3) **TERMS OF PAYMENT:** Progressive payment schedule as outlined in proposal. If payment schedule not outlined in Air Trac Proposal then terms are net due prior to shipment of total amount of invoice. Past due accounts will bear interest at the rate of 1.5% per month and are subject to imposition of a late charge of 3% of the invoiced amount, either or both of which are limited to the maximum amount permitted by law. All invoices are payable in United States dollars, unless otherwise specified in writing by AT. Acceptance of bank drafts, checks, or other media or payment shall be subject to immediate collection of the full face amount thereof.

AT reserves the right in its sole discretion to demand full or partial payment before proceeding with any order. If deliveries are delayed or deferred by purchaser beyond the scheduled date, payment shall be due in full when AT is prepared to ship. The products may thereafter, at AT's option, be stored at the risk and expense of purchaser. If purchaser defaults when any payment is due, then the whole purchase price shall become due and payable upon demand, or AT, at its option, without prejudice to other lawful remedies, may withhold delivery or cancel the order. All goods remain the property of AT until paid in full.

In the event that AT, at its sole discretion, places an account for collection, or if a suit is brought against purchaser, the purchaser agrees to pay all of AT's costs, including but not limited to, collection costs and attorney's fees. All collection costs chargeable + 15% added to all costs.

4) **SHIPMENT:** All shipments are F.O.B. point of original manufacture, unless otherwise agreed to in writing by AT. "F.O.B.", ("Free on Board") means that AT makes delivery when the goods pass to a carrier at a specified shipping point, in this case either AT's factory or such other point of original manufacture. This means that the buyer bears all costs of transport and risk or loss or damage from that point forward. The method and route of shipment will be at the discretion of AT unless purchaser shall specify otherwise, and any additional expense of the method or route of shipment specified by purchaser shall be borne by purchaser. All shipments are construed by AT to ship the "Best Way." Freight, insurance and title are per Incoterms 2000, EXW-ExWorks.

If shipping to site is left to AT (excludes any insurance binders) to implement or requested that AT implement and organize, plan and execute, then cost invoiced to customer + 15% charge. Insurance of goods by customer (buyer) in all cases and limited to carriers' standard policy. Note: This may not cover cost to replace goods customer/buyer.

All claims for loss, breakage, and damage (obvious or concealed) shall be the sole responsibility of purchaser and shall be made to carriers by purchaser or its assigned receiving party. Notwithstanding the foregoing, AT shall provide purchaser with reasonable cooperation in pursuing a reasonable adjustment of such claims from the carrier upon AT's receipt of such a request in writing from the purchaser. Claims for shortage or other errors must be made in writing to AT within five (5) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of any and all such claims by purchaser.

AT reserves the right to make delivery in installments, unless otherwise expressly agreed to in writing by AT. All such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve purchaser of its obligation to accept remaining deliveries.

5) **RISK OF LOSS:** Purchaser assumes all risks of loss of and damage to products upon delivery by AT to carrier, or upon notification from AT that AT is prepared to ship and that products are being stored by AT at the risk and expense of purchaser.

6) **DELAYS:** AT shall not be liable for any damage or loss whatsoever as a result of any delay due to any cause beyond AT's reasonable control, including, without limitation, an act of God; act or failure to act of purchaser; act of terrorism; embargo; or other government act, regulation, or request; fire; accident; strike; war; boycott; blowdown; riot; delay in transportation; customs delay or seizure; or inability to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reasons of the delay.

7) **CANCELLATION:** The purchaser may not cancel all or any part of purchaser's order once accepted by AT except upon prior written approval of AT and the payment of such cancellation charges as may be required by AT in its sole discretion from time to time.

8) **RETURN OF PRODUCTS:** No product or part may be returned for credit without first obtaining the prior written authorization from AT. Details of the claimed defect and all supporting documentation required by AT must accompany the returned product or part. Purchaser acknowledges that it has a full complete understanding of the use and care of the AT products and that it will not permit the products or parts to be used in a manner that exceeds or violates such limitations. Products or parts accepted for credit shall be subject to a handling charge of twenty percent (20%) of the invoice price, or such amount established by AT in its sole discretion, and subject to AT's inspection of the product or part once returned to AT. All transportation charge shall be prepaid by the purchaser. Returned products and parts must be securely packed and adequately insured and protected to reach AT without damage; all cost incurred by AT to restore equipment to AT's specifications will be charged to the purchaser, including any handling charges.

9) **WARRANTY:** AT warrants products of its own manufacture to be free from defects in material and workmanship for up to 180 days from date of shipment from AT, subject to the terms, conditions, limitations, and restrictions of this Warranty. During the Warranty period AT will, subject to the terms, limitations, and exclusions of this Warranty, replace or repair, at AT's option, any product or part found to be defective, with the exception of normal wear items, (i.e., material flow contact area)(filters). Purchaser must cooperate fully with AT and/or its agents and representatives in the diagnosis, investigation, and/or repair of any alleged defects. AT must have full access to the product and system and be able to operate and test the product and system as required. Purchaser must return any product or part claimed defective to AT transportation prepaid. The foregoing shall be purchaser's sole and exclusive remedy in the event of any breach of warranty by AT. Air Trac Corp. will issue invoice on advance warranty basis subject to inspection and approval of item as a warranty item. On approval credit to be issued for item invoiced.

Warranty will be honored subject to: A) Labor to remove or reinstall part is by customer; and B) No outstanding monies are due to AT for any reason.

a. The sole liability of AT to purchaser for performance of the products is limited to the foregoing warranty of repair or replacement. This warranty is the sole and exclusive remedy of purchaser and is in substitution for all damages or remedies that might otherwise arise out of the order or the product, including, but not limited to, general, special, incidental, indirect, foreseeable, normal, and/or consequential damages, including damages for loss or profits, loss of business opportunities and business interruption, and any warranty, negligence, tort, or breach of contract claims of purchaser against AT. This warranty is in lieu of and AT disclaims any warranty of merchantability or fitness for any particular purpose, infringement, or any other written, oral, or implied warranties. AT makes no warranties or representations as to characteristics, quality, or performance of any products sold to purchaser except as otherwise provided herein. If for any reason any implied warranty cannot be excluded under applicable law, then the duration of such warranty is expressly limited to twenty (20) days from the date of shipment by AT.

b. AT shall have no obligation under this Warranty if damage occurs because of improper handling or operation, abuse, misuse, unauthorized repairs or alterations made or attempted, or where equipment is operated outside of design specifications and/or operating instructions provided by AT. Warranty excludes items with normal wear.

c. The performance of the products is expressly based on the technical specifications set forth in the applicable quote provided by AT. Any changes in these specifications or the purchaser's application, engineering, system, and/or requirements shall automatically void the Warranty.

d. No agent, employee, or representative of AT has any authority to bind AT to any affirmation, representation, or warranty concerning the products sold under these Terms and Conditions. Unless an affirmation, representation, or warranty made by an authorized agent, employee, or representative of AT is specifically included in writing within these Terms and Conditions or in AT's design specifications for the particular AT product and specifically identified as an "Additional Warranty", any such item shall be void.

e. **Notice of Claims:** Immediately upon receipt of the products, purchaser must inspect same. All claims, including claims for alleged defective goods, must be made to AT in writing within fifteen (15) days after purchaser learns of facts upon which such claim is based. All claims not made in writing and received within the time period specified above shall be deemed waived. Purchaser expressly hereby assumes all liability for all damages and injury occurring before and after said time period if notice is not made within the required time frame. Any lawsuit or legal action whatsoever by purchaser against AT relating to any products purchased hereunder must be filed within one (1) year following the date of purchase of the products, notwithstanding any statute of limitations or similar law.

f. AT liability for any and all losses and damages to purchaser, in any way arising out of or connected with this transaction, from any cause whatsoever, shall be limited to the repair or replacement of defective material or workmanship. In no event shall AT be liable for consequential or indirect damages.

10) **WAIVER:** The failure of AT to insist in any one or more instances, upon the performance of any the Terms or Conditions as set forth herein of the failure of AT to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions, or rights thereunder and shall not effect AT's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

11) **TAXES:** All taxes and other governmental charges upon the production, sale, or use of the products to the extent required or not forbidden by law to be collected by AT from purchaser, shall be paid by purchaser to AT unless purchaser furnishes AT with exemption certificates acceptable to the relevant taxing authorities.

12) **INSURANCE AND INDEMNIFICATION:** Purchaser shall at all times maintain a comprehensive program of risk management and adequate broad form liability insurance in connection with purchaser's business, operations, and activities. Purchaser shall at all times indemnify, defend, and hold AT, its officers, directors, employees, agents, servants, and representatives harmless from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees, arising directly or indirectly out of or in connection with any (a) infringement of any patent, trademark, or other intellectual property right arising from compliance by AT with purchaser's design or specifications; (b) purchaser's use, operation, or possession of the AT products; or (c) breach by purchaser or any provision of any agreement with or obligation to AT.

13) **INTELLECTUAL PROPERTY:** Purchaser understands and acknowledges that the AT products may contain particular aspects, designs, components, and/or characteristics that constitute or reflect the intellectual property of AT. Purchaser shall not for itself or permit others to disclose, copy, or study AT products which may result or lead to the unauthorized transfer, duplication, replication, diminution, and/or infringement of AT's intellectual property rights. Purchaser shall immediately notify AT in writing of any such actual or attempted act or event including all reasonable details and information and cooperate with AT's investigation thereof. No licenses or rights concerning AT's inventions and intellectual property are or shall be implied or granted herein and AT shall retain full ownership of all of its inventions and intellectual property.

14) **EXPORT CONTROL:** Purchaser will not use, distribute, transfer, or transmit any products, components, or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly, export or re-export the following items to any country which is in the then current list of prohibited countries specified in any applicable Export Laws: (a) products, components, or technical data disclosed or provided to purchaser by AT; or (b) any improvements or variations of such products, components, or technical data. Purchaser agrees to promptly inform AT in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation, or termination of this transaction or any other related agreements.

15) **TRANSLATION:** This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over all other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the U.S. Foreign Corrupt Practices Act of 1997, as amended.

16) **AUTHORITY:** The individual signing any documents on behalf of purchaser acknowledges, represents, and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the purchaser to sign on behalf of the purchaser and bind the purchaser to these Terms and Conditions.

17) **GOVERNING LAW:** All aspects of these Terms and Conditions shall be governed by the laws of the State of Florida and the parties agree that the Superior Court of Florida has and shall have jurisdiction and venue concerning any matters concerning AT and purchaser. Any dispute, claim, or legal action between AT and purchaser shall be brought in the Superior Court of Florida.

18) **FIRE/EXPLOSION HAZARD:** Unless specifically stated otherwise within the body of the proposal, AT has not made allowances for the material handled being flammable and/or explosive. It is the purchaser's responsibility to advise AT if the equipment requires fire and/or explosion protection.

19) **AIR TRAC** reserves the right to make modifications "or equal" changes when required by final engineering design calculations or availability at time of order.

20) **Taxes:** Pay Direct by customer

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-012

PROCUREMENT OF WATER METERS AND COMPONENTS

WHEREAS, the Niagara Falls Water Board (“Water Board”) has standardized on Neptune brand meters for residential and large meter installations as it has invested in the equipment required for remote reading, testing, calibration, and repair of Neptune meters; and

WHEREAS, the meter shop repairs meters when possible and maintains a small stock of the necessary components for this work and must from time to time replenish this stock; and

WHEREAS, the meter shop has depleted its inventory of new meters, which are required to replace defective meters that cannot be repaired, to replace meters that no longer meet accuracy standards, or for new installations; and

WHEREAS, TiSales is the exclusive distributor of Neptune brand meters and components in this region;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to procure from TiSales an assortment of water meters and components meeting the needs identified by the meter shop, for a total cost not to exceed \$64,938.78.

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 Line: C-2, Meter Replacement and Upgrades
Budget Line Supplied by: D. Williamson
Budget Line Confirmed by: B. Majchrowicz

On October 3, 2022, 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



NEPTUNE
TECHNOLOGY GROUP

September 27, 2022

ATTN: Mr. Sean Costello
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

To Whom it May Concern:

Neptune Technology Group Inc. utilizes exclusive distributors for our water meter products and services.

Ti- SALES Inc. is the authorized stocking distributor for Neptune Technology Group Inc for the six New England states and upstate/western New York.

Ti-SALES is the only Neptune Level One distributor with manufacturer's approval to sell Neptune products in your area of New York.

If you have any questions or need additional information, please call me at (585) 315-3287.

Regards,

David Johnson
Territory Manager
Neptune Technology Group Inc

Cc: M. Anten – Ti Sales Inc.
Z. Mendes - NTG



36 Hudson Road
Sudbury, MA 01776-2039

800-225-4616
978-443-2002
Fax: 978-443-7600
www.tisales.com

Quote	QTE0058033
Quoted To	Bob Reid
Date	09/21/2022

Sold To: Niagara Falls Water Board
5815 Buffalo Ave.
Niagara Falls NY 14304-3832

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

Customer Number	Telephone	Fax	Job Location	Job Name	Territory Manager
NIAG7	(716) 286-4371	(716) 283-9748			Marcus Anten
Expires	Estimated Delivery	Freight	Terms	Master Number	
11/20/2022	Stock - Mid February	Allowed	NET 30	348764	
Item Number	Description	Quantity	Price	Extension	
9719-453	6" Neptune HP Protectus III UME Integrated E-CODER R900i Cubic Feet	2	\$5,358.12	\$10,716.24	
9596-352	6" Neptune Tru/Fo Compound UME Integrated E-CODER R900i Cubic Feet	1	\$5,358.12	\$5,358.12	
RW5F93	10" Neptune HP Protectus III Register Integrated E-CODER R900i Cubic Feet	4	\$228.36	\$913.44	
N2EIFPIT	5/8" X 3/4" Neptune T-10 Meter Integrated E-CODER R900i Cubic Feet	72	\$322.49	\$23,219.28	
9596-152	3" Neptune Tru/Flo Compound UME Integrated E-CODER R900i Cubic Feet	3	\$2,858.22	\$8,574.66	
9596-252	4" Neptune Tru/Flo Compound UME Integrated E-CODER R900i Cubic Feet	3	\$3,691.52	\$11,074.56	
RW2F13	5/8" Neptune T-10 Register Integrated E-CODER R900i Cubic Feet	20	\$228.36	\$4,567.20	
NP1T10CHAMBER	5/8" Neptune T-10 Measuring Chamber Assembly Complete With Square O-Ring	24	\$21.47	\$515.28	
Quoted By: Joe Dana					
				Subtotal	\$64,938.78
				Other Charges	\$0.00
				Tax	\$0.00
Visit our website @ www.tisales.com				TOTAL DUE	\$64,938.78

If you are in agreement with this quote and wish to order, please sign, date, and fax back to 978-443-7600 or email us at orders@tisales.com

Signature: _____ Date: _____

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-013

PROFESSIONAL SERVICES FOR WWTP BHC LOCAL LIMITS EVALUATION

WHEREAS, the Niagara Falls Water Board's wastewater treatment plant ("WWTP") is operated pursuant to a NYSDEC-issued State Pollutant Discharge Elimination System ("SPDES") permit that among other parameters establishes discharge limitations for hexachlorocyclohexane ("BHC") isomers; and

WHEREAS, in October 2021, the permit limit for BHC was lowered, and subsequent to this limit tightening the WWTP has monthly violated this permit parameter, its first violations of the SPDES permit in many months; and

WHEREAS, the Water Board desires proactively to address the BHC issue and to take the steps necessary to achieve permit compliance; and

WHEREAS, WWTP has limited ability to remove BHC isomers, and thus it likely is necessary to reduce BHC at its sources where possible, which would include certain industrial users of the wastewater system; and

WHEREAS, in order to establish new local limits for BHC which will allow the WWTP to achieve permit compliance, Water Board staff recommend a BHC local limits analysis and analysis of the sources of BHC and appropriate allocation of local limits to industry; and

WHEREAS, the Water Board may need to revise its wastewater regulations to address BHC issues, and to require industrial users to implement corrective measures to reduce or eliminate their discharge of BHCs; and

WHEREAS, Water Board staff solicited proposals from AECOM, Arcadis, and Ramboll – firms known to the Water Board to have the required expertise and familiarity with the WWTP to accomplish this specialized work – to provide the professional services needed to assist Water Board staff in analyzing and addressing the BHC issue; and

WHEREAS, proposals were received from AECOM and Ramboll, and while more costly than Ramboll's \$51,790 proposal, AECOM's proposed not-to-exceed fee of \$95,364 reflects a proposed approach more consistent with the Water Board's needs, because it includes direct involvement with the industrial users, including sampling and being involved in monitoring implementation schedules for changes to be made by industry once new limits are set, working with DEC on a potential consent order to address BHC violations pending completion of corrective actions, and services over a three-year implementation period rather than one year proposed by Ramboll, all of which Water Board staff believe are both desirable and necessary for a successful project;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to enter into an agreement with AECOM to perform the scope of work set forth in that firm's September 2, 2022 Proposal for NFWB Wastewater Treatment Plant (WWTP) Hexachlorocyclohexane (BHC) Local Limits Evaluation, for work to be billed on a time-and-material basis and not to exceed \$95,364.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA.8110.4810.0451.000-Consultants (Industrial Monitoring) –
Will Require Budget Transfer per B. Majchrowicz

On October 3, 2022, 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

September 2, 2022

Mr. Douglas Williamson, PE
Director of Technical & Regulatory Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Subject: Proposal for NFWB Wastewater Treatment Plant (WWTP) Hexachlorocyclohexane (BHC) Local Limits Evaluation

Dear Mr. Williamson:

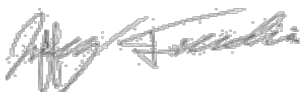
The Niagara Falls Water Board (NFWB) received revised discharge limitations for hexachlorocyclohexane (BHC) isomers in October 2021. Since that time, the facility has exceeded its alpha-BHC limit in each of the subsequent monthly discharge monitoring reports (DMRs). We are submitting this proposal to assist the NFWB with developing and implementing a plan to achieve compliance with the facility's State Pollution Discharge Elimination System (SPDES) permit limits for BHC isomers.

Our proposal is based upon our preliminary review of the wastewater treatment plant's (WWTP) influent and effluent BHC data collected in 2020 and 2021, along with a preliminary review and analysis of industrial users' BHC discharge data from the same time period. AECOM has a unique familiarity with the NFWB WWTP unit processes that present opportunities for efficiency and comprehensive evaluations. Since 2017, AECOM has been monitoring and improving process operations, providing technical support to improve treatment performance, and most recently providing design and construction services. Our experience has allowed us to understand processes within the WWTP and how those processes are interdependent. AECOM is also taking the lead in negotiating revised SPDES permit limits for this facility.

AECOM is fully committed to support the NFWB on this project and we look forward to discussing our proposal and approach. Please contact Jeff Tudini at 716-868-4306 or jeffrey.tudini@aecom.com. If you have any questions or need additional information. Thank you for your consideration

Sincerely yours,

AECOM USA, Inc.



Jeff Tudini
Project Manager



Doug Gove
Vice President

PROJECT UNDERSTANDING

The wastewater treatment plant (WWTP) provides treatment of municipal and industrial wastewater generated in the City of Niagara Falls and portions of the Town of Niagara. The NFWB operates a physical/chemical WWTP with granular activated carbon (GAC) filters for secondary treatment. In October 2021, the facility's discharge limitations for three BHC isomers were lowered per the facility's 2018 revised SPDES discharge permit. Current (and prior) discharge limits are as follows:

- Alpha-BHC – 0.01 ug/L daily maximum (was 0.04 ug/L) (α – BHC)
- Beta-BHC – 0.02 ug/L daily maximum (unchanged) (β – BHC)
- Gamma-BHC – 0.02 ug/L daily maximum (was 0.03 ug/L) (γ – BHC)
- Delta-BHC – 0.04 ug/L daily maximum (was 0.05 ug/L) (δ – BHC)

BHC's were a component of the organochlorine insecticide lindane (Gamma-BHC) that were manufactured and/or used at industrial facilities in the City of Niagara Falls. Although no longer manufactured, BHCs continue to be present at varying levels in a number of industrial discharges in the City Niagara Falls primarily those associated with remediation sites. The most consistent detection frequency and highest concentration of BHC's are the result of discharges emanating from the following three industrial dischargers:

- Sherwood Forest Properties (Significant Industrial User [SIU] No. 55),
- Olin Corporation (SIU No. 23), and
- Occidental Chemical Corporation (SIU No. 22).

After the lower limits went into effect, the NFWB WWTP has consistently exceeded their alpha-BHC limit in each subsequent monthly discharge monitoring report (DMR) (November 2021 – July 2022). The purpose of this project is to assist the NFWB with developing and implementing a plan to achieve compliance with the lower discharge limitations.

SCOPE

The anticipated AECOM Scope for this project is presented in this section.

Task 1: Review Relevant Documents and Regulations

AECOM will review the following documents to obtain an understanding of the history of the BHC issue:

- BHC Pollutant Minimization Plan (PMP-2014) and subsequent annual reports (2015 – present)
- NFWB Sewer Use Ordinance (SUO) and SIU discharge permits to become familiar with the existing local limits and specific SIU discharge permits.
- Pollutant Minimization Plan (PMP) guidance documents available from NYSDEC and US EPA
- Local Limits Development Guidance Documents from NYSDEC and US EPA

Task 1 - NFWB Responsibilities

Provide past reports and backup information associated with BHC PMPs and SUO.

Task 1 - Deliverables

None

Task 1 - Assumptions

Information will be provided in electronic format or can be scanned.

Task 2: Conduct Data Analysis

AECOM will conduct an analysis of the available data for both the NFWB WWTP and the SIUs for the four BHC isomers. This review will consider data collected at the NFWB WWTP since the initial development of the BHC PMP in 2014, however our recommendations will be based primarily upon data collected post-2018 when WWTP operations were changed to improve the WWTP performance. The BHC data collected from SIUs in 2020 and 2021 will be the primary data source for analyzing the industrial users.

AECOM's analysis will include statistical evaluation along with evaluating the best method for handling data that is below the laboratory detection limits; for both the WWTP and the SIU data. Methods presented in Appendix Q of the 2004 Local Limits Development Guidance (EPA 833-R-04-002A) document (Methods for Handling Data Below Detection Level) will be followed. WWTP influent and effluent loadings of the four BHC isomers will be evaluated to determine treatment efficiency across the WWTP. AECOM will attempt to consider the impact of activated carbon replacement upon percent removal by looking at data from mid-2021 when a number of carbon filters received new activated carbon. Individual SIU loadings of BHCs will be developed and compared to the WWTP influent loadings to estimate the relative contributions of each SIU. The intent of this data analysis is to provide an opinion on the principal sources of BHC's and to develop legally defensible SIU limits.

In addition to the above, AECOM will review available analytical data for the NFWB WWTP sludge materials for the four BHC isomers to determine what impact BHCs have upon sludge disposal.

Task 2 - NFWB Responsibilities

Provide requested data as outlined above for WWTP, SIUs, and sludge.

Task 2 - Deliverables

Tabulated summary of data

Task 2 - Assumptions

Testing data will be provided in electronic (i.e., Excel) format with necessary nomenclature including, at a minimum testing parameter, test result units, date sampled, and sample location.

Task 3: Prepare BHC Local Limits Analysis

AECOM will perform a local limits analysis for the four BHC isomers and provide an opinion on recommended local limits along with SIU permit limits that will put NFWB in a position to bring the NFWB WWTP effluent discharge into compliance with the facility's SPDES permit. Assuming that the local limits (concentrations) will be approaching the Method Detection Limit/Reporting Limit (MDL/RL) for the BHC isomers, it is recommended that the NFWB require additional data from the three (3) industries that appear to be the major sources of BHCs: Sherwood Forest Properties, Olin Corporation, Occidental Chemical Corporation. AECOM believes it will be necessary to require these SIUs to perform additional sampling and analysis of the seven (7) suspect outfalls for the four (4) BHC isomers including the performance of a Method Detection Limit/Reporting Limit (MDL/RL) study. This SIU sampling needs to be more rigorous than they usually do including the use of clean glass bottles and overall improved sample collection techniques. This sampling program should be 2 or 3 samples per week collected over a 2-week period (4 to 6 samples). As part of this sampling and analysis, each industry will need to conduct one MDL/RL study with their effluent sample for each outfall. These samples will need to be collected and results submitted to NFWB within a defined period of time.

AECOM will review and tabulate the newly obtained SIU data and use it in conjunction with SIU data collected in 2020 and 2021 and WWTP data to calculate the Maximum Allowable Headworks Loading (MAHL) for the four BHC isomers at maximum and average flow conditions assuming the SPDES discharge limits are the limiting factor. AECOM will also consider potential sludge disposal limitations to see if that is a factor. After the MAHL is developed, it will be compared to the loading from the SIUs to develop the Maximum Allowable Industrial Loading (MAIL). AECOM will then consider different alternatives for allocating local limits to the SIUs which include [Reference Table 6-2 of 2004 Local Limits Development Guidance (EPA 833-R-04-002A) document (Options for Allocating and Implementing Local Limits)]:

- Provide an opinion on the allocation of MAILs uniformly
- Provide an opinion on the allocation of loading on a contributory basis
- Provide an opinion on the allocation of loading on a case-by case basis

Task 3 - NFWB Responsibilities

- Communicate and provide the request for additional data to the identified SIUs.
- Coordinate receipt of additional data from the respective SIUs and provide an electronic copy (Excel) to AECOM.

Task 3 - Deliverables

- SIU sampling and analysis protocol.
- Tabulated summary of data.
- Summary of Local Limits analysis.

Task 3 - Assumptions

The identified SIUs will be responsible for properly collecting samples, performing analyses by ELAP certified laboratory, submitting results to NFWB.

Task 4: Develop Recommendations and Implementation Plan

AECOM will prepare a set of recommendations and an implementation plan that identifies the various steps that can be taken to implement the findings of this effort. The implementation plan is likely to include:

- Local limits for the four (4) BHC isomers,
- SIU limits for the four (4) BHC isomers,
- Language changes to the NFWB's SUO to implement the above items,
- Language and limits changes to each specific SIU's permit including individual compliance schedules,
- Routine/follow-up testing for other SIUs,
- Assist with conducting required public meetings prior to implementation of SUO and local limits changes.
- Follow-up activity to monitor progress,
- Suggested schedule for implementation of the corrective measures.

Another important part of this task will be the rollout of the revised limits to the affected industries. AECOM will assist the NFWB with preparing correspondence to the affected industries describing the changes that are going to be required. As part of this effort, AECOM will plan for and participate in a meeting with SIUs to present the implementation plan.

Task 4 - NFWB Responsibilities

Communicate any potential changes to the discharge limits and/or compliance related matters to the respective SIU.

Task 4 - Deliverables

- Draft technical memorandum (electronic)
- Final technical memorandum (electronic)

Task 4 - Assumptions

All correspondence with the SIU will be from a NFWB representative.

Task 5: Plan For, Coordinate With, and Conduct Meetings with NFWB, NYSDEC/EPA Region 2

During the course of this effort, AECOM envisions a number of meetings and discussions with the NFWB and relevant regulatory agencies including the NYSDEC Region 9, who manages the facility's SPDES permit, and USEPA Region 2 who manage industrial wastewater pretreatment programs in New York State. We believe the following meetings/interactions will be required:

- Project kick off meeting with NFWB to review the AECOM scope, schedule, and budget and obtain input from NFWB staff.
- Initial contact with the NYSDEC Region 9 to inform them of this effort and to provide an approximate schedule for the evaluation and implementation of corrective measures. During

this meeting the possibility of a consent order pertaining to BHCs that will provide the NFWB with relief from their current BHC permit limits, will be discussed.

- Meeting with NYSDEC Region 9 to present draft findings and recommendations and to obtain their concurrence.
- Meeting/correspondence with EPA Region 2 to present draft findings and recommendations and to obtain their concurrence. Depending upon the preferences of NYSDEC and USEPA, these last two items may be combined into one meeting.
- One additional meeting after the recommendations are implemented to review progress. This meeting will be attended by AECOM, NFWB, and possibly NYSDEC/USEPA staff.

Task 5 - NFWB Responsibilities

Communicate any potential changes to the discharge limits and/or compliance related matters to the respective SIU.

Task 5 - Deliverables

- Meeting agendas
- Meeting minutes

Task 5 - Assumptions

- A total of 5 meetings are planned.
- AECOM will coordinate with the appropriate NFWB personnel to schedule meetings with respective agency representatives.
- Meetings will either be held via conference call, at the NFWB WWTP, or perhaps at the local office of the NYSDEC.

Task 6: Monitor Implementation and Progress

The implementation of the corrective actions and achievement of full compliance is likely to take 2 to 3 years or potentially longer. This assumes that the affected industries will be required to implement additional treatment and the construction of which will take time to design and construct. AECOM assumes that we will monitor progress over a two-year period after the development of the Implementation Plan. During this time, AECOM will monitor SIU activities, implementation schedules, and advise the NFWB if issues arise.

Task 6 - Deliverables

- Progress summaries, as needed

Task 6 - Assumptions

- Analysis determines SIUs will need to implement new/improved pretreatment processes.
- 100-hours of Dr. Goeddert's time will be required for this task. The duration of this task is uncertain; therefore, a budget of \$25,000 is planned this task.

SCHEDULE

AECOM will initiate this project immediately and anticipates the following project schedule:

- Tasks 1 and 2: Complete within 1 Month from Notice to Proceed
- Task 3: Complete within 3 Months from Notice to Proceed
- Task 4: Complete within 5 Months from Notice to Proceed
- Task 5: Will be ongoing throughout the project duration
- Task 6: Implementation of corrective measures by SIUs is difficult to project but will likely take up to 3 years from notice to proceed to implement due to anticipated long lead times for planning, design, and construction of necessary treatment facilities by the SIUs. Other potential obstacles that may affect the schedule include: NYSDEC/USEPA response and approval time and/or SIU pushback including possible regulatory action on their part.

PROJECT ORGANIZATION

The project will be staffed and managed out of the AECOM Buffalo, New York Office. Jeff Tudini will serve as Project Manager and will be the primary contact for project status and budget. John Goeddert, Ph.D. will serve as the main technical contact and will lead the AECOM project team. Assisting Dr. Goeddert with data analysis will be engineers from our Buffalo, New York office. The NFWB is intimately familiar with the AECOM Buffalo office project team, therefore we have not provided biographical data for project team members from the Buffalo office. Ms. Joyce O'Donnell will serve as the technical lead for the local limits analysis. A resume for Ms. O'Donnell is included in Attachment A. Ms. O'Donnell is located in our Chelmsford, Massachusetts office. No travel is anticipated for Ms. O'Donnell as all work can be performed remotely via computer and telephone.


BUDGET

AECOM's proposed time and materials not-to-exceed budget is presented in the attached Table 1. The duration of this project and the scope of work for Task 6 is difficult to estimate. For budgeting purposes AECOM has assumed that 100-hours of Dr. Goeddert's time and 8-hours of Jeff Tudini's time with a budget of \$25,000 for Task 6.

AECOM
1 John James Audubon Parkway, Suite 210
Buffalo, NY 14228

TABLE 1
Niagara Falls Water Board
AECOM - Cost Proposal Summary Form
BHCs Local Limits Assistance Proposal

Item	Labor Hours						Other Direct Costs (Vehicle Mileage, Printing, Supplies, Subcontractor Markup, Shipping,) All at COST plus 5%	Total Cost (Labor + ODCs)
	QA/QC	Project Manager	Senior Project Engineer I	Senior Project Engineer (Local Limits)	Staff Engineer	Total		
	Cost per Hour-> \$219	\$169	\$221	\$173	\$79			
Task 1 – Review Relevant Documents and Regulations								
Review Documents	0	2	16	12	0	30	\$50	\$6,002
Subtotal Hours	0	2	16	12	0	30		
Subtotal Cost	\$0	\$338	\$3,540	\$2,074	\$0	\$5,952	\$50	\$6,002
Task 2 – Conduct Data Analysis								
Review and Tabulate Existing WWTP and SIU BHC Data	0	2	6	0	48	56	\$0	\$5,447
Subtotal Hours	0	2	6	0	48	56		
Subtotal Cost	\$0	\$338	\$1,327	\$0	\$3,782	\$5,447	\$0	\$5,447
Task 3 – Prepare BHC Local Limits Analysis								
Prepare SIU Request for Additional Data	0	0	8	8	0	16	\$0	\$3,153
Review and Tabulate New SIU BHC Data	0	2	8	8	24	42	\$0	\$5,381
Local Limits Analysis	4	2	24	72	20	122	\$0	\$20,544
Subtotal Hours	4	4	40	88	44	180		
Subtotal Cost	\$877	\$676	\$8,850	\$15,209	\$3,467	\$29,078	\$0	\$29,078
Task 4 – Develop Recommendations and Implementation Plan								
Develop Recommendations	4	2	16	20	8	50	\$0	\$8,842
Prepare Implementation Plan	4	2	24	40	8	78	\$0	\$14,068
Subtotal Hours	8	4	40	60	16	128		
Subtotal Cost	\$1,755	\$676	\$8,850	\$10,370	\$1,261	\$22,911	\$0	\$22,911
Task 5 – Meetings (NFWB, NYSDEC, USEPA)								
Kick-off Meeting	0	2	4	0	4	10	\$50	\$1,588
4 Additional Meetings	0	2	16	0	16	34	\$200	\$5,338
Subtotal Hours	0	4	20	0	20	44		
Subtotal Cost	\$0	\$676	\$4,425	\$0	\$1,576	\$6,676	\$250	\$6,926
Task 6 – Monitor Implementation and Progress								
Monitor Implementation and Progress (100 hours + PM)	0	8	100	0	0	108	\$200	\$25,000
Subtotal Hours	0	8	100	0	0	108		
Subtotal Cost						\$24,800	\$200	\$25,000
TOTAL HOURS	12	24	222	160	128	546		
TOTAL COST	\$ 2,632	\$ 2,703	\$ 26,991	\$ 27,652	\$ 10,085	\$ 94,864	\$500	\$95,364



AECOM
1 John James Audubon Parkway, Suite 210
Buffalo, NY 14228

Attachment A – Resumes

Joyce F. O'Donnell

Senior Process Engineer

Professional History

Education

MS, Environmental Engineering,
Worcester Polytechnic Institute
BS, Chemical Engineering,
Worcester Polytechnic Institute

Registrations

PE, MA
PE, RI

Years of Experience

With AECOM 12
With other firms 20

Technical Specialties

Industrial Water & Wastewater
Process Engineering & Waste
Minimization
Air Pollution Control Engineering
Hazards and Operability (HAZOP)
Analyses
Process Safety Management (PSM)
Water Reuse

Ms. O'Donnell is a registered professional engineer with more than 25 years of process engineering experience in the environmental field. She holds a Master's degree in Environmental Engineering and a Bachelor's degree in Chemical Engineering. She has worked on environmental projects requiring expertise in air, water, and industrial wastewater design and permitting. Her experience has spanned numerous industries including petrochemicals, electric power generation, pulp and paper, chemical weapon demilitarization, electroplating, metal finishing, lead/acid battery recovery, printing, polystyrene manufacturing, and pharmaceutical manufacturing, among others.

Experience

Confidential Oil Refinery – Ms. O'Donnell was assisted in performing troubleshooting for a wastewater treatment system at an oil refinery. The refinery has experienced compliance issues with pH, COD, TSS, and ammonia. Ms. O'Donnell reviewed performance data and spent several days on-site to troubleshoot the system. Following the on-site portion, Ms. O'Donnell made recommendations for improvements, and provided three days of on-site training to the operators. The refinery has successfully achieved compliance with effluent limitations for six consecutive months.

Confidential Oil Sands Upgrader – Ms. O'Donnell completed the preliminary design of a tailings water treatment plant for a large oil sands refining facility in northern Alberta. The project involved selecting and evaluating appropriate unit processes to adequately treat this challenging waste stream for ultimate reuse as boiler feed water. The wastewater characterization included high COD and TDS. Ms. O'Donnell performed preliminary equipment sizing, materials selection, developed capital and operating costs, and assisted in the preparation of all documentation related to process design. Specific unit processes included coagulation/flocculation, dissolved air flotation, reverse osmosis, and ultrafiltration.

Calumet Lubricants – Developed detailed design documents for a petroleum refinery in Louisiana including plans and specifications for an industrial wastewater treatment system. The system consisted of storm water equalization, oil/water separation, dissolved gas flotation, and sludge dewatering. Ms. O'Donnell coordinated the designs of all disciplines to produce specification packages to allow bids on contracts including civil/site work, electrical, instrumentation and control, mechanical, and demolition of existing facilities.

Oil Refinery Water Balance - Ms. O'Donnell was part of a team that prepared an overall water balance for a large oil refinery that included an overall balance as well as individual balances for each refinery process unit, and each water utility system (steam and condensate, service water, cooling water and wastewater). The team developed a series of options for improved water management based on the data that was collected. Ms. O'Donnell was responsible for the water balance around the

utility systems and the wastewater treatment system. The result of the study included recommendations for better water management, including options for reductions at-source, to reduce peak water demand in an area plagued with drought conditions.

Confidential Oil Refinery – Ms. O'Donnell is the lead engineer performing a review and update of the facility's SPCC. The majority of the facility was built prior to the implementation of the federal SPCC regulations and requires updates to be fully compliant. She is developing a comprehensive capital expenditure plan based on risk and cost to guide the facility toward compliance and reduce the risk of a potential release. Recommendations include improvements to secondary containment, improvements to procedures, improvements to instrumentation and overflow protection, and improvements to loading/unloading areas for both trucks and rail cars. Follow on work included the design of dike wall improvements and repairs.

Confidential Chemical Manufacturer – Part of the audit team evaluating BWON compliance for a large chemical plant. The audit required evaluation of the current BWON management system for compliance with both the federal regulations and the terms of a consent decree. The audit included reviewing records and P&IDs, conducting site inspections, and interviewing key personnel.

Confidential Petroleum Refinery – Evaluated a wastewater treatment closed vent system installed for compliance with EPA's Benzene NESHAP regulations. This utilizes carbon canisters on small benzene sources such as wastewater sumps, but has chosen to cover its wastewater treatment system for compliance with the NESHAP regulation. The covered wastewater system is serviced by a complex network of vents and blowers and is ultimately treated using a thermal oxidizer. For this project, the vent system was modeled utilizing a software tool to identify options for improving performance and to identify critical points in the systems that are prone to fouling. Investigated instrumentation options to enable the facility to demonstrate compliance with the benzene NESHAP regulations.

Marathon Petroleum Company – Developed general design descriptions and drawings of options for sewer components to comply with Benzene NESHAP requirements. The options included P-traps, controlled drains, manholes, lift stations, catch basins, and carbon adsorption control systems. Updated standard specifications to be used by the engineering staff at their facilities.

Alberta Environment and Parks (AEP) – Lead engineer completing research on how Technology Based Effluent Limits (TBELs) were developed in Australia, Canada, United States, European Union and select individual US states. TBEL development was reviewed for specific industrial sectors that have similarities to the oil sands industry including oil and gas extraction, oil refining, mining, and pulp and paper. The goal of the project was to advise AEP on this process to support development of TBELs for the oil sands industry.

Wastewater Treatment Plant, Westboro, MA – Ms. O'Donnell audited the Industrial Pretreatment Program (IPP) elements for controlling and regulating the industrial discharges to the municipal sewer system. The audit required the investigation of the authority of the program and determining whether all of the elements of 40 CFR Part 403 were in place. As a result of the audit, the facility chose to upgrade their program to reflect current practices and to review their surcharge practices for compatible pollutants. As a result, the EPA audit found very few audit findings for the new Rules and Regulations (R&R) plan. Follow on

work included the development of an Enforcement Response Plan (ERP) and a review of local limits in anticipation of a new NPDES permit.

General Electric, Lynn, MA - Developed detailed design documents for this Massachusetts facility including plans and specifications for an industrial wastewater treatment system. The system consisted of wastewater equalization and oil/water separation. Ms. O'Donnell coordinated the designs of all disciplines to produce specification packages to allow bids on contracts including civil/site work, electrical, instrumentation and control, mechanical, and demolition of existing facilities.

Confidential Aerospace Contractor – Performed an options evaluation for an aerospace electroplating facility located in Indonesia, and Singapore that required zero discharge of industrial wastewater. Developed the basis of design, identified appropriate unit processes for complete wastewater treatment, and developed process flow diagrams for each option. The technologies considered included cyanide oxidation, metals precipitation, microfiltration, pH adjustment, ion exchange, evaporation, solids filtration, reverse osmosis, and evaporation/crystallization. Follow on work for these facilities included supporting construction activities to ensure the process area and the treatment plant was installed in accordance with corporate requirements. This aspect of the project required the development of inspection checklists, development of tracking lists, review of shop drawings, review of start-up activities, and review of the ventilation and scrubber system.

Confidential Detergent Manufacturer – Ms. O'Donnell is providing engineering support to a chemical manufacturer of detergent precursors using the alkylation of aromatic benzene rings. The scope includes characterization of waste streams and identification of appropriate treatment system unit processes to allow discharge of the treated wastewater to a local POTW. Ms. O'Donnell also reviewed bench scale testing results that showed high COD interferences and is working to identify sources of COD. Ultimately the project will identify a potential treatment train and initial capital and operating costs.

ASML – Project Manager assisting an optical glass fabricator in southern Connecticut in updating their wastewater treatment system and negotiating an updated discharge permit with the local and state regulatory authorities. The scope has included wastewater characterization, treatability studies, and the development of recommended treatment options to remove heavy metals and high concentrations of suspended solids in the wastewater. AECOM worked with the client and local POTW to obtain a discharge permit to allow the facility to install and operate an upgraded pretreatment system. AECOM successfully negotiated a permit limit for Lead and Arsenic that was satisfactory to the POTW and achievable by the treatment system.

Deputy Project Manager and Process Lead, US Forest Service. Ms. O'Donnell is serving as both Deputy Project Manager and Lead Process Engineer in the selection and design of a passive treatment system for Acid Mine Drainage (AMD) generated from an abandoned coal mine located in Kentucky. Ms. O'Donnell reviewed the characteristics of the drainage and assisted in selecting the unit processes necessary for treatment. The challenges for this project include high acidity, high metals content, difficult terrain, and the need to be completely passive. The design includes the use of a vertical flow pond using compost under anoxic conditions to

reduce acidity and metals. The vertical flow pond is to be flushed using a flushing siphon, followed by limestone neutralization and solids settling.

USAID – Ms. O'Donnell completed an inspection program of municipal wastewater treatment facilities located within industrial complexes in Jordan. The absence of industrial wastewater treatment options contributes to improper and illegal disposal of industrial wastewaters, or to poor treated water quality limiting the potential for reuse. Ms. O'Donnell developed inspection worksheets and performed field visits and personnel interviews of five municipal wastewater treatment plants located in industrial parks in five different governorates of Jordan. Based on these inspections, she developed recommendations for improvements for enhanced treatment of industrial wastewater with the ultimate goal of water reuse and made recommendations for the priority for performing the upgrades.

Global Garment Manufacturer – Ms. O'Donnell was the project manager for an effort to support a global garment manufacturer in developing and implementing a worldwide program aimed at responsible wastewater management practices at participating laundry and textile mill facilities in developing nations. The scope included the development of guidance manuals to assist facilities with implementing reliable wastewater treatment and recycling programs to prevent discharges to the environment and to promote water reuse and sustainability. She provided input into standards for wastewater treatment, preventative measures to eliminate exposure to recycled water, installation of flow meters to track recycled water use, required water quality for recycled water by end use, sampling and reporting guidelines, and periodic program verification. Ms. O'Donnell made recommendations to update water quality requirements, updated sampling and reporting guidelines to follow current standard methods, developed sketches for use by the end users, and made recommendations for the verification process.

HAZOP Analysis - Ms. O'Donnell has participated in several HAZOP sessions including a liquid ammonia storage and vapor supply system for an SCR and electrostatic precipitator for a large power plant in Pennsylvania. In addition, she has conducted HAZOP analysis sessions for wastewater treatment systems in the oil and gas industry and for an engine test cell facility. As a licensed user of PHA Pro and PHA Leader, she has served as both Scribe and as a process engineering resource for these sessions and has assisted the HAZOP facilitator preparing the required documentation.

NASA Ames Research Center – Ms. O'Donnell is serving as a safety analyst and Process Engineer for several projects at NASA's Ames Research Center. These projects include review of caustic scrubbing for removal of nitrogen oxides from exhaust gases, review of process design of the anhydrous ammonia feed system for the SCR for a new boiler, review of control scheme for the new boiler. In addition, Ms. O'Donnell is supporting the safety reviews of other miscellaneous projects such as replacement of a heat exchanger, replacement of a rectifier, replacement of high pressure DI water cooling water systems, Continuous Emissions Monitoring System (CEMS), and other confidential projects that support NASA's mission.

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-014

**REALLOCATION OF PREVIOUSLY ALLOCATED FUNDS
FOR AECOM SERVICES TO CONSENT ORDER PROJECT**

WHEREAS, the Niagara Falls Water Board has utilized the professional engineering services of AECOM for a number of tasks at the wastewater treatment plant as it complies with the terms of NYSDEC Order on Consent R9-20170906-129; and

WHEREAS, the funds for AECOM's services as onsite environmental monitor ("OEM") and miscellaneous engineering related to the Order on Consent (performed under contract/project No. 60597898) have been exhausted, while AECOM has completed the chlorine dioxide study related to the Order on Consent (performed under contract/project No. 60640664) for less than the total amount appropriated by the Water Board for that project; and

WHEREAS, AECOM has presented a proposal to continue funding its OEM and miscellaneous engineering services related to the Order on Consent by executing a change order that will transfer the remaining \$28,818 from the chlorine dioxide study related to the Order on Consent (performed under contract/project No. 60640664) to its agreement for the OEM and miscellaneous engineering services (contract/project No. 60597898); and

WHEREAS, these funds are estimated to provide for approximately seven weeks of services, and AECOM will be requested to provide a proposal for further OEM and miscellaneous engineering services for the Water Board's October 24 or November 21 meeting; and

WHEREAS, by authorizing this change order, the Water Board is not obligating any new funds and the change order will allow accurate accounting for funds spent for each project;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute change orders dated September 23, 2022 for AECOM projects 60640664 and 60597898, to transfer \$28,818 in funds previously authorized for project 60640664 to pay for services to be rendered under project 60597898.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
No new funds are being approved, reallocation of existing appropriations.

On October 3, 2022, 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

September 23, 2022

Dr. Zehraoui
Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Subject: Change Order for Consent Order Services Reallocation of Budget

Dear Dr. Zehraoui:

Pursuant to our recent communications, AECOM USA Inc. (AECOM) is submitting this change order for the reallocation of budget from Project 60640664 (ClO₂ Pilot Testing) to Project 60597898 (Miscellaneous/Consent Order Engineering). The transfer of budget will allow for continued services associated with the Miscellaneous/Consent Order Engineer project which consists of an AECOM wastewater professional (i.e., John Goeddertz and/or Jeff Tudini) to provide operation and maintenance support. The approved budgets and proposed transfer are outlined below in Table 1. This reallocation of budget will provide approximately 7-weeks of the current serves associated with project 60597898.

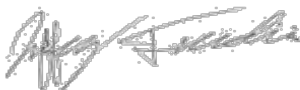
Table 1
Transfer of Budget Summary

Project	Original Budget	Budget Remain	Proposed Amount to be Transferred	Budget Remaining after Transfer
60640664 (ClO ₂ Pilot Testing)	\$195,200	\$17,540	-\$17,540	\$0
60597898 (Misc. and Consent Order Engineering)	\$460,151	\$7,278	\$17,540	\$24,818

If NFWB agrees with the proposed change order, please execute the Change Order Forms included with this letter and email an executed copy to my attention at jeffrey.tudini@aecom.com. We look forward to continuing work with you and your staff. If you have any questions or concerns, please do not hesitate to contact me at 716-868-4306.

Sincerely yours,

AECOM USA, Inc.



Jeff Tudini
Project Manager



Doug Gove
Vice President

CHANGE ORDER

This Change Order No. 1, with an effective date of September 23, 2022 is issued under the Consulting Services Agreement ("Agreement") dated August 6, 2020 between The Niagara Falls Water Board ("Client") and AECOM USA, Inc., a New York Corporation ("AECOM"); each also referred to individually as a "Party" and collectively as "Parties". This Change Order modifies the Agreement as follows:

1. **Changes to the Services:**

None

2. **Change to Deliverables:**

None

3. **Change in Project Schedule** (attach schedule if appropriate):

None – This project will be closed following transfer of available budget.
--

4. **Change in AECOM's Compensation:** This will be a net zero compensation change order with available budget being transferred to another project associated with consent order services. No additional budget is requested as part of this change order.

The Services set forth in this Change Order will be compensated on the following basis:

[X] Time and Materials with a Not-to-Exceed amount of (\$17,540). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Change Order is \$0.

5. **Project Impact:**

There will be no immediate impact to the services provided under PN 60640664 and this project will be closed following the transfer of budget. The transfer of budget from PN 60640664 will allow for AECOM to continue to provide the services as part of PN 60597898.

6. **Other Changes** (including terms and conditions):

None

7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM USA, Inc.

**CLIENT:
Niagara Falls Water Board**



Signature

Doug Gove

Printed Name

Vice President

Printed Title

9/23/2022

Date

Address

**1 John James Audubon PKWY
Amherst, NY 14228**

Signature

Printed Name

Printed Title

Date

Address

[End of the Change Order]

CHANGE ORDER

This Change Order No. 2, with an effective date of September 23, 2022 is issued under the Consulting Services Agreement ("Agreement") dated January 23, 2019 between The Niagara Falls Water Board ("Client") and AECOM USA, Inc., a New York Corporation ("AECOM"); each also referred to individually as a "Party" and collectively as "Parties". This Change Order modifies the Agreement as follows:

1. **Changes to the Services:**

None

2. **Change to Deliverables:**

None

3. **Change in Project Schedule** (attach schedule if appropriate):

The transferring of available budget to project 60597898 will extend the period of service through November 11, 2022
--

4. **Change in AECOM's Compensation:** This will be a net zero compensation change order with available budget being transferred to another project associated with consent order services. No additional budget is requested as part of this change order.

The Services set forth in this Change Order will be compensated on the following basis:

[X] Time and Materials with a Not-to-Exceed amount of (\$17,540). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Change Order is \$477,691.

5. **Project Impact:**

There will be no immediate impact to the services provided under PN 60597898. The transfer of budget from PN 60640664 will allow for AECOM to provide continued consent order services as part of project 60597898.

6. **Other Changes** (including terms and conditions):

None

7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM USA, Inc.

**CLIENT:
Niagara Falls Water Board**



Signature

Doug Gove

Printed Name

Vice President

Printed Title

9/23/2022

Date

Address

**1 John James Audubon PKWY
Amherst, NY 14228**

Signature

Printed Name

Printed Title

Date

Address

[End of the Change Order]

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-015

**AGREEMENT WITH CITY OF NIAGARA FALLS
FOR UNMANNED, NON-PUBLIC POLICE SUBSTATION**

WHEREAS, the City of Niagara Falls maintains a Police Department for the safety and security of the community; and

WHEREAS, the Police Department's headquarters are located at 1925 Main Street, and there are not presently any City facilities in or near the LaSalle area of the City with secure, access-controlled office space where police officers assigned to patrol nearby areas are able to complete paperwork, eat meals, perform minor maintenance or organization of equipment, uniforms, or vehicles, use restroom facilities, charge battery-powered devices, replenish consumables such as forms, paper, pens, etc., and other similar functions which are more easily or more safely performed when a secure office location is available; and

WHEREAS, the Niagara Falls Water Board ("Water Board"), a New York State Public Benefit Corporation that is separate and independent from the City of Niagara Falls, operates the Michael C. O'Laughlin Municipal Water Treatment Plant at 5815 Buffalo Avenue; and

WHEREAS, the Water Treatment Plant features a gated, access-controlled parking area as well as a stand-alone guardhouse building that once was used to house security operations and has a restroom and a small area that could be used as office or storage space but which is not currently in use; and

WHEREAS, the Water Treatment Plant is critical infrastructure, the protection of which is of paramount importance to the preservation of life and property in the City; and

WHEREAS, both the City and Water Board seek to provide efficient, cost-effective, and responsive service to the residents and commercial interests of the City, and they are authorized to enter into agreements to further their lawful purposes; and

WHEREAS, the City and Water Board staff have negotiated the terms of a proposed agreement between the City and Water Board to place an unmanned police substation without public access at the Water Treatment Plant; and

WHEREAS, an unmanned substation and permission to park a limited number of police vehicles at the Water Treatment Plant will benefit the City by allowing the Police Department to discharge its functions more effectively and efficiently, including by allowing officers to perform certain tasks at the substation rather than traveling back to police headquarters, which will result in less time in transit and faster response to the LaSalle area in the event of an emergency; and

WHEREAS, the substation and presence of police vehicles will benefit the Water Board by providing an increase in the police presence at its facility to safeguard the Water Treatment Plant and to deter criminal activity;

* 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 enter into an agreement with the City of Niagara Falls for an unmanned, non-public police substation at the Water Treatment Plant.

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 October 3, 2022, 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

**AGREEMENT FOR USE OF FACILITY
FOR UNMANNED, NON-PUBLIC POLICE SUBSTATION**

WHEREAS, the City of Niagara Falls maintains a Police Department for the safety and security of the community; and

WHEREAS, the Police Department's headquarters are located at 1925 Main Street, and there are not presently any City facilities in or near the LaSalle area of the City with secure, access-controlled office space where police officers assigned to patrol nearby areas are able to complete paperwork, eat meals, perform minor maintenance or organization of equipment, uniforms, or vehicles, use restroom facilities, charge battery-powered devices, replenish consumables such as forms, paper, pens, etc., and other similar functions which are more easily or more safely performed when a secure office location is available; and

WHEREAS, the Niagara Falls Water Board ("Water Board"), a New York State Public Benefit Corporation that is separate and independent from the City of Niagara Falls, operates the Michael C. O'Laughlin Municipal Water Treatment Plant at 5815 Buffalo Avenue; and

WHEREAS, the Water Treatment Plant features a gated, access-controlled parking area as well as a stand-alone guardhouse building that once was used to house security operations and has a restroom and a small area that could be used as office or storage space but which is not currently in use; and

WHEREAS, the Water Treatment Plant is critical infrastructure, the protection of which is of paramount importance to the preservation of life and property in the City; and

WHEREAS, both the City and Water Board seek to provide efficient, cost-effective, and responsive service to the residents and commercial interests of the City, and they are authorized to enter into agreements to further their lawful purposes; and

WHEREAS, the City and Water Board have developed a plan to place an unmanned police substation without public access at the Water Treatment Plant which will benefit the City by allowing the Police Department to discharge its functions more effectively and efficiently by allowing officers to perform certain tasks at the substation rather than traveling back to police headquarters, which will result in less time in transit and faster response to the LaSalle area in the event of an emergency; and

WHEREAS, the substation will benefit the Water Board by providing an increase in the police presence at its facility to safeguard the Water Treatment Plant and to deter criminal activity;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the City of Niagara Falls and the Niagara Falls Water Board hereby agree as follows:

1. **Use of Facility.** The Water Board will provide the City of Niagara Falls Police Department with means to access the gated portion of the Michael C. O'Laughlin Municipal Water Treatment Plant at 5815 Buffalo Avenue. The Police Department will be provided with

access to and the use of the guardhouse building at the Water Treatment Plant for the purpose of an unmanned police substation. The Water Board will continue to have access to that building for cleaning and maintenance, but the Police Department may install locking cabinets or other secure storage for Police Department property. The Water Board will provide electricity to the guardhouse and an internet connection at that location if requested by the Police Department and if within the Water Board's network capacity. The Water Board shall maintain the guardhouse including its heating, cooling, and plumbing fixtures, but any improvements to the guardhouse desired by the Police Department shall be at the City's expense, subject to prior approval by the Water Board's Executive Director, and shall become the property of the Water Board once installed or the guardhouse shall be restored to its original condition at the City's expense if the improvement is removed. The City will bear the risk of damage to any property stored on Water Board property.

Except to the extent the Executive Director determines such usage to be in conflict with the needs of the Water Board, the Police Department may utilize the various parking areas within the gated area of the Water Treatment Plant and the visitor parking lot in front of the Water Treatment Plant to park or stage police vehicles (including for parking of a limited number of vehicles not assigned for patrol use for the purpose of providing a visible deterrent to crime). The Water Board will endeavor to provide space to park one police vehicle in a garage or other covered space as long as the Executive Director determines that providing the space is not disrupting Water Board operations. All Police Department vehicles on Water Board property must be in good operating condition and ready to be moved off site or repositioned on short notice if requested by the Water Board in order to facilitate Water Board work, including but not limited to snow removal. The City will bear the risk of damage to its vehicles parked on Water Board property.

The Police Department also may use meeting facilities and other spaces at the Water Treatment Plant for police purposes, subject to approval by the Executive Director and provided such usage does not conflict with Water Board operations. If the Police Department's use of Water Board meeting facilities will result in the Water Board incurring overtime expenses, the City will reimburse the Water Board for the actual cost of any overtime incurred in connection with the Police Department's use of meeting facilities provided the Water Board notifies the City of the potential for overtime when use of the meeting facility is approved.

2. No Public Access or Detention of Persons. It is understood and agreed that the police substation described in this Agreement will be manned only sporadically and that only law enforcement personnel (including third-party law enforcement agencies working with the Police Department) will access the gated portion of the Water Treatment Plant pursuant to this agreement. No signage shall be posted which suggests the presence of a police substation accessible to the public for purposes such as filing complaints, though explanatory signage or instructions to the public regarding the police substation may be posted if authorized by the Executive Director. No suspects or other persons shall be brought to or detained on Water Board property, nor shall the property be used for interviews or otherwise to host members of the public who are not Police Department personnel or law enforcement officers from other agencies cooperating with the Police Department.

3. **Police Services.** The Police Department already provides police services to the Water Treatment Plant, and while at the Water Treatment Plant pursuant to this Agreement will make occasional checks of the interior and exterior of the facility to keep watch for potential criminal activity, to increase familiarity with the facility to aid in identifying suspect activity, and to improve the response in event of emergency. The Police Department will be provided with a schedule of public meetings of the Niagara Falls Water Board and when an officer is available will provide a uniformed officer for those public meetings as well as on other, infrequent, occasions when requested by the Water Board.

4. **Independent Parties.** The City and Water Board shall be responsible for injury to their respective employees if a workers' compensation occurs on Water Treatment Plant property. Each party shall pay its own personnel for all services performed under this Agreement. Neither the Police Department nor the Water Board shall hold themselves out as an agent of the other.

5. **Communications and Notices.** The Police Department and Water Board each shall designate an individual to serve as the principal point of contact for the other party, and it is the intention of the parties that there shall be cooperation between them to the greatest extent consistent with the public interest and the effective functioning of each organization. Formal notices shall be made via US Mail or Hand Delivery as follows:

To the City:

Superintendent of Police
City of Niagara Falls
1925 Main Street
Niagara Falls, New York 14305

With a Copy to:

Corporation Counsel
City of Niagara Falls Department of Law
P.O. Box 69
Niagara Falls, New York 14302

To the Water Board:

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

With a Copy to:

General Counsel
Niagara Falls Water Board Legal Department
5815 Buffalo Avenue
Niagara Falls, New York 14304

6. **Payment, Insurance, and Indemnification.** Each party shall bear its own expenses in connection with this Agreement and, except as provided for herein, no payment shall be due to either party for the consideration provided pursuant to this Agreement. Each party shall maintain general liability insurance or self-insurance reserves of at least \$1,000,000, public officers' liability insurance or self-insurance reserves of at least \$1,000,000, and workers' compensation insurance while this Agreement is in effect.

The City will indemnify and hold the Water Board harmless against any claim for damage which is made against the Water Board by reason of any act by the City in the use of the Water Treatment Plant facilities described herein and shall hold the Water Board harmless for any expense in connection therewith. The City and will cause the Water Board to be named as insured under the City's general liability insurance policy and will provide the Water Board with

evidence of such coverage showing that the Water Board has been added as an insured to the policy.

The Water Board will indemnify and hold the City harmless against any claim for damage which is made against the City by reason of any act by the Water Board in the use of the Water Treatment Plant facilities described herein and hold the City harmless for any expense in connection therewith. The Water Board and will cause the City to be named as insured under the Water Board general liability insurance policy and will provide the City with evidence of such coverage showing that the City has been added as an insured to the policy.

7. **Term and Termination.** This Agreement shall be for an initial term from the date when fully executed by both parties through December 31, 2023 and shall automatically renew for one-year terms thereafter unless one party provides written notice to the other of its intention to terminate the Agreement at least 30 days prior to the end of the then-current term. Either party also may terminate this Agreement for convenience at any time by providing 30-days written notice to the other party. The City shall remove all of its property from the Water Treatment Plant by the date the Agreement expires.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF NIAGARA FALLS, NY

NIAGARA FALLS WATER BOARD

Robert M. Restaino, Mayor Date

Nicholas J. Forster, Chairman Date

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-016

CHANGE ORDER FOR WWTP PROJECT 7 ENGINEERING SERVICES

WHEREAS, the Niagara Falls Water Board (“Water Board”) is engaged in multiple projects to rehabilitate and improve its wastewater treatment plant, including a project to make critical heating and ventilation improvements at the WWTP, referred to as “Project 7”; and

WHEREAS, the Water Board awarded the contract for Project 7 engineering services to EI Team, Inc., which has presented a change-order proposal dated September 2, 2022 to add \$27,600 to the total engineering fee approved for that project; and

WHEREAS, EI Team supports its additional fee request by noting that additional engineering services were incurred because the project was re-bid and as a result of delays, including those caused by the COVID-19 pandemic; and

WHEREAS, EI Team has confirmed in writing that the additional \$27,600 will cover all engineering costs required to complete that firm’s work on Project 7;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to accept the September 2, 2022 proposal by EI Team, Inc., for a change order to its agreement with the Water Board for WWTP Project 7, critical heating and ventilation improvements, to add an additional \$27,600 in funds for that firm to complete all engineering work necessary for that project.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
CIP Item No. WWTP 7 - WWTP Rehab Phase 4G - HVAC Improvements (SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: B. Majchrowicz

On October 3, 2022, 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



September 2, 2022

Dr. Abderrahman Zehraoui
Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Room 712 City Hall
Niagara Falls, New York 14304

Subject: Project 7

Dear Dr. Zehraoui:

I wanted to address some of the comments and/or concerns regarding Project 7 and to explain EI Team's position on this project.

When the RFP for Project 7 was issued by NFWB in 2018, the estimated project cost for this project was \$1,160,000, for that, EI Team provided NFWB with a fixed cost fee proposal of \$139,400. While there were various changes made to the project, the construction cost remained at the original estimate and due to an internal error of EI Team, we reduced our cost to \$111,800. NFWB approved Resolution #2018-10-017 in which EI Team's fee was valued at the reduced amount of \$111,800. Then after the scope of the project was changed several times while our fee (and the construction cost) was not changed from the discounted amount of \$111,800. Also, in reviewing our mutual agreement, our fixed cost fee was changed to a Not-to-Exceed (NTE) fee as shown in the attached Resolution.

Therefore, we are respectfully requesting an additional fee of \$27,600 to complete our remaining work and to bring the agreement amount to our original proposed fee based on the following:

1. The project was bid and rebid as per your Consultant/Program Manager's direction without any serious changes and/or scope reduction. Then after the contracts were signed by NFWB based on a reduced cost, while the scope of work and/or EI Team's services didn't change.
2. The schedule was missed a few times due to the rebidding process, decision making and scope changes that were beyond EI Team's control.
3. At the same time, the country was exposed to Covid from 2020 to 2022 (today). As a result, said scope changes and global supply chain issues with the delivery of major equipment was a challenge to meet the schedule. Hence, we are here today; should we have not delayed the project and had various changes imposed, the project would not have faced some of the above challenges.

Therefore, we respectfully request that NFWB:

- A. Expedites EI Team's open invoices totaling \$15,410.00. Copies of said invoices are attached.



- B. Extend the contract amount by \$27,600.00 as noted above bringing our fee back to the original proposed fee of \$139,400.

I appreciate the opportunity to explain EI Team's position and hope that the above is able to clarify any questions NFWB has on this project. Thank you and should you have any questions, please do not hesitate to call me at: (716) 876-4669 Ext. 233.

Sincerely

EI Team, Inc

Architecture, Engineering, Planning and Construction Related Services

Hormoz Mansouri, Ph.D., P.E. (NE), PMP
President

Attachments: NFWB RFP Scope of Work
EI Team's Original Proposal
Resolution #2018-10-017
Project Timeline (to show various changes to Scope of Work, etc.)
Outstanding invoices #23660 & 23662

cc: Mr. Sean Costello, General Counsel, Niagara Falls Water Board
File

NIAGARA FALLS WATER BOARD RESOLUTION # 2022-10-017

**RENEWAL OF 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, 2022; and

WHEREAS, USI, the Water Board's insurance broker, presented an insurance proposal dated September 22, 2022 for these coverages for the October 18, 2022 to October 18, 2023 policy period; and

WHEREAS, the total estimated premium for the insurance policies recommended by USI is \$573,088;

* 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, 2022 insurance proposal from USI and to pay to the underwriting companies the premiums therefor, with a total estimated premium of \$573,088.

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 2023 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 October 3, 2022, 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

From: Jennifer Kirwan <Jennifer.Kirwan@usi.com>
Sent: Thursday, September 22, 2022 12:36 PM
To: Sean Costello
Cc: Timothy Wroblewski; Linda Mayflower
Subject: Niagara Falls Water Board Renewal Proposal
Attachments: 22-23 NFWB Proposal.pdf

Hi Sean,

I am pleased to attach our 2022-23 renewal proposal for the Niagara Falls Water Board.

Overall, we are looking at an increase of under 9% in rate/premium across all coverages. There is a table on page six that outlines a premium comparison. Zurich has been showing average rate increases of over 10% so we are looking at good renewal terms here. The NFWB budget increased a little over 9% and that is having an impact on the rating as well, since certain exposures are based on the budget.

Zurich is currently our best market for public entities that are performing well. However, we did approach HCC and Travelers who also share in the public entity market. Both declined due to rates and inability to compete with Zurich's program and premium.

Also, with regards to a safe driving course for employees, we would encourage this. Auto premium and coverage is impacted by the policy losses so mitigating loss is always beneficial to the bottom line. That being said, there is no direct credit on the rating for employees taking a safe driving class. But it certainly could help in negotiating future auto premiums by showing a proactive approach to loss control.

Please review and let me know if you have any questions. There are a few signed documents needed for binding and we can take care of those next week after you present to the Board.

Thank you.

Jennifer Kirwan, CPCU, AAI, AINS, AU
Commercial Lines Manager
USI Insurance Services
726 Exchange St. Suite 618, Buffalo, NY 14210
Direct Line: 716-314-2041 | cell: 716-331-9275
Jennifer.Kirwan@USI.com | www.usi.com

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USI IS PROUD TO BE RECOGNIZED BY FORBES AS ONE OF AMERICA'S BEST LARGE EMPLOYERS!



Insurance Proposal

September 22, 2022

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
Mailing Address 5815 Buffalo Avenue
Niagara Falls, NY 14304

USI Account Manager: Linda A. Mayflower, ACSR, CPIA
Phone Number: 716-314-2060
Email: Linda.Mayflower@usi.com

Named Insured: Niagara Falls Water Board

Policy Type: Package, Professional, Umbrella

Proposed Policy Term: 10/18/2022 – 10/18/2023 **Quote Expires:** 10/18/2022

Insurance Carrier: Zurich

Carrier Financial Rating: A+ ☒ **Carrier Admitted** ☐ **Carrier Non-Admitted**

Minimum Earned Premium, if applicable _____ **Policy Subject to Audit** ☐

Summary of Proposed: See attached Carrier Proposal

Total Estimated Premium: _____ **Terrorism included** ☒

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	2021-22 Premium	2022-23 Premium
Package – Total	\$398,148	\$432,362
Professional Liability	\$59,496	\$70,501
Umbrella	\$68,470	\$70,225
Total	\$526,114	\$573,088

Marketing Efforts

Line of Business	Company	Market Response
Package, Professional Liability & Umbrella	HCC	Declined due to rates – unable to offer competitive quote
Package, Professional Liability & Umbrella	Travelers	Declined due to rates – unable to offer competitive quote



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 9/22/22 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: 9/20/2022
QUOTE VALID THROUGH: 10/17/2022
INSURED: Niagara Falls Water Board & Niagara Falls Public
TERM: 10/18/2022 to 10/18/2023

UNDERWRITING COMPANY:

Primary Package (Property, Crime, General Liability, Auto)	Zurich American Insurance Company (Admitted Paper) AM Best Rating A+ XV
Primary Professional Liability (Public Officials, Law Enforcement, EPL, Cyber):	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: **	\$419,921.00
Professional Premium:	\$70,501.00
Umbrella Premium:	\$69,530.00
Subtotal Premium without TRIA:	<u>\$559,952.00</u>
Property TRIA Premium:	\$7,029.00
Liability TRIA Premium:	\$624.00
Umbrella TRIA Premium:	\$695.00
NY Motor Vehicle Fee	\$370.00
Risk Engineering Resources Fee	\$250.00
NYFF	\$4,168.98
TOTAL PREMIUM (incl. TRIA/Fees)	<u>\$573,088.98</u>

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.*

YOUR UNDERWRITING TEAM

Deborah Sparks
UW Director, Allied Public Risk

Thom Rickert
Senior Vice President – Primary Practice
trickert@alliedpublicrisk.com

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

LINES OF BUSINESS (Sublines/Sublimits)	LIMIT	AGGREGATE	DEDUCTIBLE/ RETENTIONS	COVERAGE TRIGGER
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
Public Officials Liability				
Retroactive Date: 1/1/1999	\$1,000,000	\$3,000,000	\$100,000	Claims Made
See Exhibit C				
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	\$1,000,000	\$3,000,000	\$100,000	Claims Made
See Exhibit C				
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 and 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 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	
\$500,000	\$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, the following may also be provided (if purchased):

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 59
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:	Not Included
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: Per- and Polyfluoroalkyl Substances (PFAS) Exclusion, Lead Contamination, 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:	Not Included
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, Biometric Information Claim Exclusion.
UMBRELLA:	Exclusions as stated on the Umbrella Coverage form, including but not limited to Per- and Polyfluoroalkyl Substances (PFAS) Exclusion

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: 10/18/2022 - 10/18/2023

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	100.00000%
E	2	1	1002 Falls Street	Regulator 11A/11B	\$37,500	\$0	\$37,500	100.00000%
E	3	1	1124 Military Road	Lift Station	\$22,500	\$0	\$22,500	100.00000%
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	100.00000%
E	4	3	1201 Buffalo Avenue	Sewage Treatment Plant Storage & Office	\$10,000	\$0	\$10,000	100.00000%
E	4	4	1201 Buffalo Avenue	Sewage Treatment Plant Scum Collection	\$10,000	\$0	\$10,000	100.00000%
E	4	5	1201 Buffalo Avenue	Sewage Treatment Plant Gate House	\$10,000	\$0	\$10,000	100.00000%
E	4	6	1201 Buffalo Avenue	Sewage Treatment Plant Gate House	\$10,000	\$0	\$10,000	100.00000%
E	4	7	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.00000%
E	4	8	1201 Buffalo Avenue	Sewage Treatment Plant Settling Basins	\$10,000	\$0	\$10,000	100.00000%

*Trans type – N-New, E-Existing, M-Modified, PD, Previously Deleted, D-Deleted
 Page 1 of 4

 AUTHORIZED SIGNATURE

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: 10/18/2022 - 10/18/2023

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	100.00000%
E	4	10	1201 Buffalo Avenue	Sewage Treatment Plant Storage	\$10,000	\$0	\$10,000	100.00000%
E	4	11	1201 Buffalo Avenue	Sewager Treatment Plant Storage	\$15,000	\$0	\$15,000	100.00000%
E	5	1	1565 101st Street	Lift Station	\$47,400	\$0	\$47,400	100.00000%
E	6	1	1757 Falls Street	Regulator 9	\$18,000	\$0	\$18,000	100.00000%
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	100.00000%
E	9	1	215 27th Street	SSI Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	10	1	227 12th Street	Regulator 10	\$18,000	\$0	\$18,000	100.00000%
E	11	1	300 27th Street	Regulator 4A	\$18,000	\$0	\$18,000	100.00000%
E	12	1	300 4th Street	Regulator 12	\$18,000	\$0	\$18,000	100.00000%
E	13	1	305 Hyde Park	Regulator 6A/6B	\$37,500	\$0	\$37,500	100.00000%
E	14	1	315 19th Street	Regulator	\$18,000	\$0	\$18,000	100.00000%
E	15	1	315 21st Street	Regulator 3A	\$37,500	\$0	\$37,500	100.00000%

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 AUTHORIZED SIGNATURE

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: 10/18/2022 - 10/18/2023

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	100.00000%
E	17	1	400 30th Street	Regulator 5	\$18,000	\$0	\$18,000	100.00000%
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	100.00000%
E	20	1	4700 Royal Avenue	SSI Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	21	1	4800 Pen Street	Gas Monitor Station	\$18,000	\$0	\$18,000	100.00000%
E	22	1	539 Cayuga Drive	Pump Station	\$18,700	\$0	\$18,700	100.00000%
E	23	1	5601 Buffalo Avenue	Lift Station	\$18,000	\$0	\$18,000	100.00000%
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	100.00000%
E	24	3	5815 Buffalo Avenue	Power back-up/Screening Water Treatment	\$5,000	\$0	\$5,000	100.00000%
E	24	4	5815 Buffalo Avenue	Water Treatment Storage	\$5,000	\$0	\$5,000	100.00000%
E	24	5	5815 Buffalo Avenue	Water Treatment Storage	\$5,000	\$0	\$5,000	100.00000%
E	24	6	5815 Buffalo Avenue	Water Treatment Security/Storage	\$5,000	\$0	\$5,000	100.00000%

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

 AUTHORIZED SIGNATURE

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: 10/18/2022 - 10/18/2023

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	100.00000%
E	25	1	8020 Stephenson Avenue	Lift Station	\$23,000	\$0	\$23,000	100.00000%
E	26	1	8025 Frontier Avenue	Lift Station	\$65,000	\$0	\$65,000	100.00000%
E	27	1	8090 W. Rivershore	By-Pass Pump Station	\$20,000	\$0	\$20,000	100.00000%
E	28	1	8643 Griffin Avenue	Lift Station	\$20,000	\$0	\$20,000	100.00000%
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	100.00000%

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AUTHORIZED SIGNATURE



2020 COMMERCIAL AUTO MULTISTATE FORM REVISIONS IMPORTANT NOTICE TO POLICYHOLDERS BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

This is a summary of the major changes in your Business Auto or Motor Carrier insurance. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The material in the notice makes reference to form and endorsement numbers; **however, not all forms and endorsements are included in a particular policy.** Please consult with your broker for how the change impacts your individual policy as certain coverages may have previously been extended by endorsement.

BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS AND RELATED ENDORSEMENTS

1. Broadenings in Coverage

- **CA 00 01 – Business Auto Coverage Form**
- **CA 00 20 – Motor Carrier Coverage Form**

These Coverage Forms have generally been revised to:

- Provide that a maximum Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible applies to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils.
- Increase the amount for Loss Of Use expenses under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.
- Extend coverage for towing and labor costs under Physical Damage Coverage to include light or medium trucks.
- Provide updated Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible options applicable to either the perils of theft, mischief or vandalism, or all perils.
- Increase the amount for Transportation expenses under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.



- **CA 00 01 – Business Auto Coverage Form**

This Coverage Form also includes the following revision:

- Paragraph **B.3.** under Section **I** is introduced to generally provide that certain autos leased or rented for a continuous period of six months or more will be considered owned autos under the Policy. With this change, Paragraph **B.** has been newly titled "Owned Autos".

- **Endorsements**

The broadenings of coverage described below apply only if the corresponding endorsement is attached to your policy.

1. **CA 04 22 – Earlier Notice Of Cancellation Provided By Us**

This endorsement generally accommodates an earlier notice of cancellation than would otherwise be given if this endorsement was not attached, for any statutorily permitted reason, other than non-payment of premium.

2. **CA 04 39 – Volunteer Hired Autos**

This endorsement generally extends Covered Autos Liability Coverage to volunteers who rent or hire an auto, in a volunteer's name, under a contract or agreement for the purposes of performing duties related to the conduct of your business. Physical Damage Coverage is also provided for such autos.

3. **CA 04 43 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic When Required By Written Contract Or Agreement**

This endorsement automatically waives the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.

4. **CA 05 24 – Non-Ownership Liability Coverage For Volunteers**
CA 05 25 – Partners Or Members As Insureds

These endorsements generally extend your non-ownership covered autos liability coverage to volunteers (**CA 05 24**) and partners or members (**CA 05 25**) under certain conditions specified in the applicable endorsement.

5. **CA 04 21 – Full Safety Glass Coverage**

This endorsement generally provides that if Comprehensive Physical Damage Coverage is purchased, no Comprehensive Coverage deductible applies to the cost of repairing or replacing damaged safety glass on the covered autos indicated in the endorsement Schedule.

6. **CA 04 15 – Garagekeepers Coverage For Autos And Watercrafts**

This endorsement generally provides Garagekeepers Coverage for physical damage to, or loss of, customers' watercraft in your possession.



7. CA 04 41 – Replacement Cost Coverage – Private Passenger Types

The endorsement provides a replacement cost Physical Damage Coverage option for private passenger type autos, which provides that in the event of a total loss to a specific insured auto, the insurer will pay the replacement cost of that auto subject to certain conditions and in accordance with any applicable legal or regulatory authority.

8. CA 04 52 – On-Hook Coverage

This endorsement generally provides coverage for loss to a customer's auto or customer's auto equipment left in your care as part of your towing operations.

9. CA 20 15 – Mobile Equipment

CA 20 33 – Autos Leased, Hired, Rented Or Borrowed With Drivers – Physical Damage Coverage

CA 99 28 – Stated Amount Insurance

These endorsements have been revised to generally provide that:

- Any Comprehensive or Specified Causes Of Loss Coverage deductible applies to either the perils of theft, mischief or vandalism, or all perils; and
- A maximum Comprehensive or Specified Causes Of Loss Coverage deductible may apply to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils.

10. CA 20 16 – Mobile Homes Contents Coverage

This endorsement has been revised to provide a theft coverage option.

11. U-CA-424-H Coverage Extension Endorsement

The Towing And Labor provision of this endorsement has been revised to include light or medium trucks.

12. U-CA-816-B Amendment Of Declarations - Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

This endorsement has been revised to provide that a maximum Comprehensive or Specified Causes Of Loss Coverage deductible may apply to all loss in any one event caused by the perils of theft, mischief or vandalism.

2. Reductions of Coverage

• Endorsements

The reductions of coverage described below apply only if the corresponding endorsement is attached to your policy.

1. CA 20 71 – Auto Loan/Lease Gap Coverage

This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.



2. U-CA-424-H Coverage Extension Endorsement

The Physical Damage – Comprehensive – Deductible provision has been deleted from this endorsement and the Deductible provision in the Business Auto Coverage Form or the Motor Carrier Coverage Form will apply.

3. Other Changes

- **CA 00 01 – Business Auto Coverage Form**
- **CA 00 20 – Motor Carrier Coverage Form**
 - The Certain Trailers, Mobile Equipment and Temporary Substitute Autos provision under Covered Autos Liability Coverage, which affords "automatic" liability coverage for trailers with a load capacity of 2,000 pounds or less has been updated with a relatively equivalent provision addressing trailers with a registered Gross Vehicle Weight Rating of 3,000 pounds or less, to generally correspond with the types of trailers that currently qualify for such automatic trailer liability coverage in the insurance market.
 - An unmanned aircraft exclusion has been added to Covered Autos Liability Coverage to reinforce that aircraft exposures are not contemplated under auto liability insurance.
 - The worldwide coverage provision under the Policy Period, Coverage Territory Condition has been reinforced to generally provide that coverage applies anywhere **else** in the world, since the coverage territory of the United States of America, its territories and possessions, Puerto Rico and Canada are already addressed in an earlier provision in this condition.
- **CA 26 01 – Single Interest Automobile Physical Damage Insurance Policy (Individual Policy Form)**
CA 26 02 – Single Interest Automobile Physical Damage Insurance Policy (Finance Master Policy Form)
 - These forms have been revised to generally reinforce that the public or livery passenger conveyance and on-demand delivery services exclusions do not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

- **Endorsements**

The changes described below apply only if the corresponding endorsement is attached to your policy.

1. CA 04 43 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic When Required By Written Contract Or Agreement

This new endorsement will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.



2. **CA 20 01 – Lessor – Additional Insured And Loss Payee**
CA 99 14 – Fire, Fire And Theft, Fire, Theft And Windstorm And Limited
Specified Causes Of Loss Coverages
CA 20 15 – Mobile Equipment

Physical Damage Coverage limit references in these endorsements have been removed, since the applicable limits are already addressed under the applicable Coverage Form's Physical Damage Coverage Limit Of Insurance provision.

3. **CA 20 06 – Driving Schools – Non-Owned Autos**

The columns for "Number Of Owned Autos Used For Driver Training" and "Number Of Driving Instructors" have been removed, in our ongoing effort to remove non-essential rating information from our forms.

4. **CA 20 19 – Repossessed Autos**

Paragraph E. is introduced to reinforce the deductible options addressed in the Schedule of this endorsement.

5. **CA 20 33 – Autos, Leased, Hired Rented Or Borrowed With Drivers – Physical Damage Coverage**

Paragraphs C.1. and C.2. have been introduced to generally reinforce that this endorsement provides stated amount coverage, consistent with the way the limits of insurance are displayed in the endorsement.

6. **CA 20 71 – Auto Loan/Lease Gap Coverage**

This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.

7. **CA 23 17 – Truckers Uniform Intermodal Interchange Endorsement Form UIIE-1**

This form was revised to generally reinforce that cargo claims that are not a result of a motor carrier commercial vehicle accident or theft of cargo during the interchange period are not subject to indemnification, consistent with changes made to the Uniform Intermodal Interchange and Facilities Access Agreement by the Intermodal Association of America.

8. **CA 23 24 – Agricultural Produce Trailers – Seasonal**

This endorsement has been revised to address trailers with a Gross Vehicle Weight Rating exceeding 3,000 pounds used to transport agricultural produce during the specified period of operations, which is relatively equivalent to the former specification of trailers with a load capacity exceeding 2,000 pounds.



- 9. **CA 23 44 – Public Or Livery Passenger Conveyance Exclusion**
- CA 23 45 – Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion**
- CA 26 04 – Amendment Of Single Interest Policy Provisions – Public Or Livery Passenger Conveyance And On-demand Delivery Services Exclusion**

These endorsements have been revised to generally reinforce that the public or livery passenger conveyance and on-demand delivery services exclusions do not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

10. U-CA-424-H Coverage Extension Endorsement
U-CA-428-H Coverage Extension Endorsement – Liability Only

The Hired Auto – World Wide Coverage provision has been reinforced to generally provide that coverage applies anywhere **else** in the world, since the coverage territory of the United States of America, its' territories and possessions, Puerto Rico and Canada are already addressed in an earlier provision in the Policy Period, Coverage Territory condition.

ALLIED PUBLIC RISK –AUTO SCHEDULE
Zurich American Insurance Company
INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304
POLICY YEAR EFFECTIVE: 10/18/2022

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	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD5JUB76465	Actual Cash Value
E	4	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD7JUB76466	Actual Cash Value
E	5	2018	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU9GD9JUB76467	Actual Cash Value
E	6	2018	FORD	TRANSIT	\$0	No Coverage	No Coverage	NM0LS6E74J1369890	Actual Cash Value
E	7	2017	FORD	F350	\$0	No Coverage	No Coverage	1FDRF3H69HEF40344	Actual Cash Value
E	8	2017	FORD	F250	\$0	No Coverage	No Coverage	1FT7X2B66HEC88404	Actual Cash Value
E	9	2017	FORD	FUSION E	\$0	No Coverage	No Coverage	3FA6POPU5HR148189	Actual Cash Value
E	10	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC2GZ303044	Actual Cash Value
E	11	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC8GZ305929	Actual Cash Value
E	12	2016	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCVKNEC1GZ303620	Actual Cash Value
E	13	2016	FORD	F350	\$0	No Coverage	No Coverage	1FD8W3H67GEA44727	Actual Cash Value
E	14	2015	FORD	ESCAPE	\$0	No Coverage	No Coverage	1FMCU0F73FUC81665	Actual Cash Value
E	15	2015	FORD	E250	\$0	No Coverage	No Coverage	1FT7W2B67FED69508	Actual Cash Value
E	16	2015	FORD	F350	\$0	No Coverage	No Coverage	1FT8W3B67FEB07157	Actual Cash Value

ALLIED PUBLIC RISK –AUTO SCHEDULE

Zurich American Insurance Company

INSURED: Niagara Falls Water Board & Niagara Falls Public Niagara Falls NY 14304

POLICY YEAR EFFECTIVE: 10/18/2022

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	17	2013	FORD	F250	\$0	No Coverage	No Coverage	1FTBF2B6XDEB30574	Actual Cash Value
E	18	2018	JOHN DEER 410	BACKHOE	\$0	No Coverage	No Coverage	1T0410LXCJF324839	Actual Cash Value
E	19	2018	John Deer 35	Mini Excavator	\$0	No Coverage	No Coverage	1FF0356XLJK281945	Actual Cash Value
E	20	2014	John Deer 310	BACKHOE	\$0	No Coverage	No Coverage	1T03105KJEE265634	Actual Cash Value
E	21	2018	WESTERN STAR	BIG RED 4700	\$0	No Coverage	No Coverage	5KKHAVDV4JLJ2301	Actual Cash Value
E	22	2018	TRAILER KING	TK12U TILT-UTILITY TRAILER	\$0	No Coverage	No Coverage	1TKU02624JR047656	Actual Cash Value
E	23	2017	FORD	E350 CUTAWAY	\$0	No Coverage	No Coverage	1FDWE3FS1HDC22066	Actual Cash Value
E	24	2016	FORD	F65 DUMP	\$0	No Coverage	No Coverage	1FDNF6AY9GDA00167	Actual Cash Value
E	25	2011	EH/WA	TRAILER	\$0	No Coverage	No Coverage	1E9PT1510BC297575	Actual Cash Value
E	26	2010	INGERSOL-RAND	TRAILER	\$0	No Coverage	No Coverage	4FVCABDA5BU418206	Actual Cash Value
E	27	2020	PETERBILT	TANDEM DUMP	\$0	No Coverage	No Coverage	2NP3LJ0X9LM682058	Actual Cash Value
E	28	1997	GODWIN	CD150M	\$0	No Coverage	No Coverage	16MJ10612VD021569	Actual Cash Value
E	29	1997	BIG TEX	TRAILER	\$0	No Coverage	No Coverage	4K8NX1628V1C20985	Actual Cash Value
E	30	1997	GODWIN	CD150M	\$0	No Coverage	No Coverage	16MJ10615VD021565	Actual Cash Value
E	31	1991	GORMAN-RUPP	TRAILER	\$0	No Coverage	No Coverage	954965	Actual Cash Value
E	32	1990	EAGER BEAVER	TL6	\$0	No Coverage	No Coverage	11TAF14911034782	Actual Cash Value
E	33	1990	EAGER BEAVER	TL6	\$0	No Coverage	No Coverage	112TAF14711034781	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: 10/18/2022

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	34	1989	GORMAN-RUPP	TRAILER	\$0	No Coverage	No Coverage	900530	Actual Cash Value
E	35	1989	EAGER BEAVER	TRAILER	\$0	No Coverage	No Coverage	112TAF14XKL032330	Actual Cash Value
E	36	1988	AMIDA	TRAILER PLB15	\$0	No Coverage	No Coverage	8812R2402	Actual Cash Value
E	37	1988	AMIDA	TRAILER PLB15	\$0	No Coverage	No Coverage	8812R2403	Actual Cash Value
E	38	1986	TRAIL KING	TRAILER	\$0	No Coverage	No Coverage	1TKU01010GMB57553	Actual Cash Value
E	39	2017	FREIGHTLINER	VACUUM PRESSURE	\$0	No Coverage	No Coverage	1FVHG5FE1JHJP7422	Actual Cash Value
E	40	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639460	Actual Cash Value
E	41	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639461	Actual Cash Value
E	42	2020	Chevrolet	Equinox	\$0	No Coverage	No Coverage	3GNAX5EV8L8639462	Actual Cash Value
E	43	2021	Chevrolet	Tahoe	\$0	No Coverage	No Coverage	1GNSKNKT3MR407889	Actual Cash Value
E	44	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEHXMZ367879	Actual Cash Value
E	45	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH5MZ366803	Actual Cash Value
E	46	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH3MZ367089	Actual Cash Value
E	47	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH4MZ368221	Actual Cash Value
E	48	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH9MZ367999	Actual Cash Value
E	49	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH5MZ366980	Actual Cash Value
E	50	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH9MZ367484	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: 10/18/2022

TYPE ***	AUTO #	YEAR	MAKE	MODEL	COST NEW	COMP DED	COLL DED	VIN	VALUATION
E	51	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH3MZ368033	Actual Cash Value
E	52	2021	CHEVY	SILVERADO	\$0	No Coverage	No Coverage	1GCRYAEH1MZ368225	Actual Cash Value
E	53	2021	JOHN DEERE	333G Compact Track Loader	\$0	No Coverage	No Coverage	1T0333GMKNF416440	Actual Cash Value
E	54	2021	JOHN DEERE	444 Front Loader	\$0	No Coverage	No Coverage	1DW444PATMLZ12647	Actual Cash Value
E	55	2023	Freightliner	Vac-Con	\$0	No Coverage	No Coverage	1FVHG3FE7PHNN3747	Actual Cash Value
E	56	2022	John Deere	331G Compact track Loader	\$0	No Coverage	No Coverage	1T0331GMHNF430318	Actual Cash Value
E	57	2021	John Deere	75G Exc W/Aux Hyd	\$0	No Coverage	No Coverage	1FF075GXCMJ017792	Actual Cash Value
E	58	2021	John Deere	75G Exc W/Aux Hyd	\$0	No Coverage	No Coverage	1FF075GXCMJ017789	Actual Cash Value
E	59	2022	Ford	F150 Pickup	\$0	No Coverage	No Coverage	1FTVW1EL1NWWG05534	Actual Cash Value

**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 \$ 7,653 .
	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.

<hr/> <div>Policyholder/Applicant’s Signature</div> <hr/> <div>Print Name</div> <hr/> <div>Date</div>	<div>Zurich American Insurance Company</div> <hr/> <div>Insurance Company</div> <div>Niagara Falls Water Board & Niagara Falls</div> <div>Public</div> <hr/> <div>Insured</div>
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NOTICE OF TERRORISM
INSURANCE COVERAGE**

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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.

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Acceptance or Rejection of Terrorism Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of \$695.
	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 \$500.

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:

\$364

*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.

**GORGE PUMPING STATION
HIGH-VOLTAGE EQUIPMENT PREVENTATIVE MAINTENANCE**

WHEREAS, the Niagara Falls Water Board (“Water Board”) Gorge Pumping Station (“GPS”) is a critical component of the wastewater collection system and is required to pump wastewater from a substantial portion of the City to the wastewater treatment plant for treatment; and

WHEREAS, the electrical system required for GPS functionality includes high-voltage breakers, switches, transformers, and other components; and

WHEREAS, to ensure the continued reliable operation of the GPS the Water Board desires to complete preventative maintenance and testing of the high-voltage equipment, including documented findings and recommendations; and

WHEREAS, Ferguson Electric Co., Inc., has presented a quote dated June 29, 2022 to complete the desired scope of work for \$25,215 pursuant to the previously bid indefinite delivery/indefinite quantity (“IDIQ”) electrical work contract that was awarded to that firm; and

WHEREAS, after a Resolution to approve this work initially was tabled, Ferguson has supplied additional detail on the proposed charges which was requested by the Board;

* 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 pay to Ferguson Electric Co., Inc., an amount not to exceed \$25,215 to complete preventative maintenance and testing of the high-voltage electrical components at the Gorge Pumping Station, consistent with Ferguson's June 29, 2022 proposal.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
GA.8120.4900.0449.599-Undesignated(Gorge Pump Station) –
Will require budget transfer to fund, likely source is 8130.0100.0419.024-
Hypochlorite Solution.

On October 3, 2022, 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

Service Division

Your exclusive TEGG® Service provider

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

June 29, 2022

Niagara Falls Water Board
Municipal Water Plant
5815 Buffalo Avenue
Niagara Falls, NY 14304

Attention: Mr. Jay Meyers

Re: Gorge Pumping Station - Preventive Maintenance,
FES Proposal PD23643

Dear Jay,

We are pleased to submit this proposal for the preventive maintenance of the electrical components and devices associated with Gorge Pumping Station.

We will perform de-energized maintenance and testing of the following:

- 15kV air breakers
- 15kV switchboard
- 15kV to 480v transformers
- 480volt circuit breakers
- 480volt auto transfer scheme
- Substation DC System

Our price for the above is **TWENTY-FIVE THOUSAND TWO HUNDRED FIVE DOLLARS (\$25,205.00)**. Our price is subject to all applicable sales tax unless otherwise directed by your order to proceed. Our price is based on performing the work during straight-time hours, 7:00 a.m. – 3:30 p.m., Monday through Friday, excluding Sundays or holidays.

Price Breakdown	Labor \$112.00 at 182hours	\$20,384.00
	Test Equipment/materials	\$ 4,821.00

Notes:

- We will perform all work strictly according to Article 70E of the NFPA dealing with the Arc Flash Protection.
- We will provide a report of our testing and recommendations.
- We will require (2) National Grid outages to test and clean the outdoor main switchgear.
- Our price does not include and utility charges.
- Should any charges from National Grid incur, an additional invoice will be sent. This invoice could take up to 1-year as the utility company is slow.

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

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

If there are questions, please do not hesitate to contact me.

Respectfully Submitted,

FERGUSON ELECTRIC SERVICE CO., INC.

A handwritten signature in black ink, appearing to read 'D. Schultz', is centered on the page.

Daniel R. Schultz
Electrical Services Manager

From: Schultz, Daniel <dschultz@fergusonelectric.com>
Sent: Thursday, September 1, 2022 2:35 PM
To: Sean Costello
Subject: RE: NFWB GPS Preventative Maintenance
Attachments: Gorge Pumping Station PD23643.pdf

You don't often get email from dschultz@fergusonelectric.com. [Learn why this is important](#)

Hi Sean,

We do not use apprentices for testing. Only service technicians. If it were a simple conduit and wire job, then we could use apprentices.

As for the test equipment, we will be using:

TTR
DLRO
MEGGER
POWER FACTOR ANALIZER
DOBLE RELAY TEST SET WITH ENGINEERING
BATTERY IMPEDENCE TEST SET
PRIMARY / SECONDARY INJECTION TEST SET

All National Grid correspondence and scheduling.

We will be able to complete the work within 120days of approval, weather permitting.

Daniel R. Schultz
General Manager, Specialized Services
321 Ellicott Street, Buffalo, NY 14203
Office: 716.852.2010 ext.307 - Cell: 716.998.1786
Call 716.853.3321 for 24/7 Emergency Service
www.fergusonelectric.com

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