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AGENDA

Special Meeting of the Niagara Falls Water Board August 10, 2023 at 5:00 p.m.

**Water Treatment Plant Conference Room
5815 Buffalo Avenue, Niagara Falls, New York 14304**

**Meeting may be attended in person
or via videoconference – visit NFWB.org for details.**

1. Attendance:

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

Forster (Chairman)

Kimble (Board Member)

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

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

2. Letters and Communications

- a. 2023-08-08 – Zehraoui to Forster, Resignation Effective September 8, 2023**
- b. 2023-08-07 – DEC Correspondence – Notice of Intent to Modify and Renew
WWTP SPDES Permit**

3. Resolutions

2023-08-001 - PROJECT 1 CHANGE ORDER FOR CONCRETE REPAIR WORK

- a. Hohl Change Order for WWTP Project 1 Additional Concrete Repair**

2023-08-002 - SETTLE PAVAN CLAIM

- a. Notice of Claim – Pavan (Redacted)**

2023-08-003 - SEQR REVIEW FOR WWTP BIOLOGICAL CONVERSION PROJECT

- a. WWTP Conversion - Short Environmental Assessment Form Part 1**
 - i. WWTP Conversion - Narrative Addendum to Short Environmental Assessment Form Part 1**
- b. WWTP Conversion - Short Environmental Assessment Form Parts 2 and 3**

2023-08-004 - APPLICATION FOR WIIA, BIL, AND WQIP FUNDING FOR WASTEWATER TREATMENT PLANT CONVERSION WORK

2023-08-005 - WIIA GRANT APPLICATION AND SEQR REVIEW FOR CALUMET AVE. SEWER REHABILITATION

2023-08-006 - WIIA GRANT APPLICATION AND SEQR REVIEW FOR WATER SYSTEM IMPROVEMENTS

- 4. 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)).**
- 5. Adjournment of Meeting**



August 8, 2023

VIA HAND DELIVERY

Nicholas J. Forster, Chairman
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304

Dear Chairman Forster:

Re: Resignation

Please allow this letter to serve as formal notice to you and to the Board of Directors that I will be resigning my position as Executive Director of the Niagara Falls Water Board to pursue another opportunity that will allow me to be nearer to my family. To assist in recruiting my successor and to help to ensure an orderly transition, this letter provides one month's notice, and my last working day will be September 8, 2023.

I deeply appreciate the opportunity that the Water Board provided to me, and hope that my efforts are viewed as contributing to the continued improvement and success of the organization. I will miss working with our excellent staff and will always appreciate the Board's mentorship and support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zehraoui", is written over a faint, larger blue ink signature that is partially obscured.

Abderrahman Zehraoui, Ph.D.
Executive Director

cc: Members of the Niagara Falls Water Board
Sean W. Costello, General Counsel and Secretary
(via email)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits

625 Broadway, 4th Floor, Albany, New York 12233-1750

P: (518) 402-9167 | F: (518) 402-9168 | deppermitting@dec.ny.gov

www.dec.ny.gov

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

August 7, 2023

**Director of Technology and Regulatory Services
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, New York 14304**

Re: Notice of Intent to Modify and Renew Permit
DEC ID # 9-2911-00056/00004
SPDES NY0026336
Niagara Falls WWTP

Dear Permittee,

This letter is to advise you that the New York State Department of Environmental Conservation (department) proposes to renew and modify the permit referenced above, as explained in the enclosed Notice of Complete Application/Intent to Renew and Modify. Also enclosed is the draft SPDES permit and factsheet for your review. In addition to the public comment period provided by this notice, pursuant to 6NYCRR Part 621.13(d), should you object to the modification you may submit a written statement giving reasons why your permit should not be modified, or you may request a hearing or both. Statements and requests for hearing must be submitted by 09/08/2023 and should be sent to me at the above address.

Notice and the opportunity for public comment is required for this application. Please have the Notice published in the newspaper identified below once during the week of 8/07/2023 on any day Monday through Friday.

The official newspaper of the City of Niagara Falls. Contact the Clerk's office to confirm the official paper.

On the Notice of Complete Application/Intent to Renew and Modify, that information presented between the horizontal lines, on the enclosed page should be published. Do not print this letter or the information contained below the second bold horizontal line. Please request the newspaper publisher to provide you with a Proof of Publication for the Notice. Upon receipt of the Proof of Publication promptly forward it to this office. You must provide the Proof of Publication before a final decision can be rendered on your application. You are responsible for paying the cost of publishing the Notice in the newspaper.



Department of
Environmental
Conservation

Notification of this permit renewal/intent to modify is also being provided by the department in the NYSDEC Environmental Notice Bulletin.

If a statement or request for hearing is not submitted by 09/08/2023, it is anticipated that the permit will become effective as proposed in the enclosed draft permit. A copy of the final renewed and modified permit will be mailed to you.

The final decision on permit modification will await consideration of any statement you may provide or the conclusion of hearing proceedings.

If you have any questions, please contact me using the contact information above.

Sincerely,



James J. Eldred
Environmental Analyst
Division of Environmental Permits

Enclosures: draft permit renewal/modification, draft factsheet

c: RPA
RWE
D. King, CO DOW – Permit writer
CO-BWP Permit Coordinator
USEPA Region 2
EFC
Niagara County DOH

**New York State Department of Environmental Conservation
Notice of Complete Application/Intent to Renew and
Modify Permit**

Date: 08/07/2023

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

Facility: NIAGARA FALLS STP
1200 BUFFALO AVE
NIAGARA FALLS, NY 14304

Application ID: 9-2911-00056/00004

Permits(s) Applied for: 1 - Article 17 Titles 7 & 8 Municipal SPDES - Surface Discharge

Project is located: in NIAGARA FALLS in NIAGARA COUNTY

Project Description:

The Department has prepared a draft permit and has made a tentative determination, subject to public comment or other information, to approve a renewal and modification to the State Pollutant Discharge Elimination System (SPDES) permit NY0026336.

The permitted facility is a municipal facility that receives flow contributions from domestic and industrial users, including process waste streams from industrial users. Effluent consists of treated sanitary wastewater, industrial wastewater, and stormwater discharged through outfalls to the Niagara River, a Class A-Special water.

In addition to renewing the permit, a full technical review has been undertaken and updates to the following parameters are proposed: New effluent limitations for Biochemical Oxygen Demand (BOD5); New effluent limitations for Settleable Solids; New effluent limitation for Total Sulfides; New monitoring requirements for Apparent Color; Modified effluent limitations for Total Phenolics; Modified effluent limitations for Mercury; New effluent limitation for Dieldrin; Removed monitoring requirements for Enterococci; New effluent limitation for Total Cyanide; New effluent limitation for Total Dissolved Solids; New WET Testing action levels and limits; Updated Compliance Level for Polychlorinated biphenyls (PCBs); New monitoring for Emerging Contaminants; Revised sampling frequencies for all parameters; among other requirements detailed within the draft permit and fact sheet.

As a result of the EBPS full technical review, a new five-year term is proposed.

The draft SPDES permit with fact sheet is available online at <https://dec.ny.gov/fs/projects/draftpermits>. The draft permit files are contained within regional folders and named by the SPDES number contained in this notice.

Requests for a legislative (public statement) hearing must be sent in writing to the DEC contact person below by the comment deadline. The Department assesses such requests pursuant to 6 NYCRR Section 621.8. Refer to this application by the application number listed above and SPDES Number NY0026336.

Availability of Application Documents:

Filed application documents, and Department draft permits where applicable, are available for inspection during normal business hours at the address of the contact person. To ensure timely service at the time of inspection, it is recommended that an appointment be made with the contact person.

State Environmental Quality Review (SEQR) Determination

Project is an Unlisted Action and will not have a significant impact on the environment. A Negative Declaration is on file. A coordinated review was not performed.

SEQR Lead Agency

None Designated

State Historic Preservation Act (SHPA) Determination

The proposed activity is not subject to review in accordance with SHPA. The application type is exempt and/or the project involves the continuation of an existing operational activity.

Coastal Management

This project is located in a Coastal Management area and is subject to the Waterfront Revitalization and Coastal Resources Act.

DEC Commissioner Policy 29, Environmental Justice and Permitting (CP-29)

It has been determined that the proposed action is not subject to CP-29.

Availability For Public Comment

Comments on this project must be submitted in writing to the Contact Person no later than 09/08/2023 or 30 days after the publication date of this notice, whichever is later.

Contact Person

JAMES J ELDRED
NYSDEC
625 Broadway
Albany, NY 12233
(518) 402-9158

CC List for Complete Notice

ENB

**CHANGE ORDER FOR GENERAL CONTRACT WORK
WWTP PROJECT 1: ADDITIONAL CONCRETE REPAIRS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) contracted with Hohl Industries to perform the general contracting work required to construct a project to restore scum pumping and install fine screen, replacement of traveling bridges with chain and flight equipment, replacement of both isolation plate guides, and submersible pumping system upgrades in sedimentation basins (collectively “Project 1”), required pursuant to Order on Consent R9-20170906-129 with the New York State Department of Environmental Conservation; and

WHEREAS, the bid documents for Project 1 included estimated quantities for repairs to the existing concrete in the sedimentation basins, bid based on unit prices, as the exact extent of necessary repairs could not be determined until work was underway; and

WHEREAS, the scale and scope of the concrete repair work required properly to complete the sedimentation basin upgrades that are part of Project 1 have significantly exceeded the estimated quantities used for bid purposes, some additional repairs to stairs and a platform have been identified as necessary, and the need for additional chain and flight system replacement parts also has been identified in connection with Project 1; and

WHEREAS, Hohl Industrial Services, Inc., the general contractor for Project 1, has prepared a change order request for the necessary concrete repairs, stair and platform work, and chain and flight replacement parts, which as been reviewed and deemed necessary and appropriate by CPL, the Water Board’s engineers for Project 1; and

WHEREAS, the total cost of the proposed change order is \$1,311,905.07, and it is anticipated that remaining funds from the Water Board’s State and Municipal Facilities Program (“SAM”) Grant, Project ID No. 15688, which is funding Project 1 work, can be reallocated to cover approximately half the cost of the additional work that is the subject of the proposed change order;

* 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 accept Hohl Industrial Services, Inc., proposed change order dated July 27, 2023 for additional concrete repairs and other work associated with WWTP Project 1, for a total cost not to exceed \$1,311,905.07.

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 5 - WWTP Rehab Phase 4A - Sed. Basins & Scum
(SAM Grant Project ID #15688)
Capital Line Supplied by: D. Williamson
Available Funds Confirmed by: B. Majchrowicz

On August 10, 2023, 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 REQUEST

Page 1

HOHL INDUSTRIAL SERVICES, INC.
179324- - SEDIMENTATION BASINS & SCUM COLLECTIONS SYS
MODIFICATIONS

DATE: 7/27/2023

PCO#: 18

To: JAY MEYERS
CPL ARCHITECTURE ENGINEERING AND
PLANNING
26 MISSISSIPPI ST, SUITE 100
BUFFALO, NY 14203

Phone: 716-880-1264

Fax:

Email: JMeyers@CPLteam.com

CC: BRAD ROBERTS - HOHL INDUSTRIAL SERVICES, INC. - Phone: 716-332-0466 - Fax: 716-332-0467

From: BRAD ROBERTS
HOHL INDUSTRIAL SERVICES, INC.

770 Riverview Blvd
TONAWANDA, NY 14150

Phone: 716-332-0466

Fax: 716-332-0467

Email: broberts@hohllind.com

Below is the detail for our proposal to complete the following changes in contract work:

- Contract Requested C.O.: PCO #18 - ADDITIONAL CONCRETE REPAIRS
- Proposed Scope of Work:
- The prices below are valid until

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : 1) CONCRETE REPAIRS	Initial / Original		0.000	LS	0.00000	1084524.78
Per attached Nichols Long and Moore Quote #1-4 Total \$740,544.78 (Item 8E Misc Concrete) #5 Total \$343,980.00 (Add'l work \$327,600 + 5%)						
2 : 2) FABRICATION AND INSTALL - PLATFORM MOD AND STAIR	Initial / Original		0.000	LS	0.00000	48880.29
FAB AND INSTALL Fabrication Proposal (\$37,557+5%) \$39,434.85 Hohl Labor & Material (\$630 + \$8815.44) \$ 9,445.44						
3 : 3) REPLACEMENT PARTS - CHAIN AND FLIGHT	Initial / Original		0.000	LS	0.00000	178500.00
The following are estimates based on current Brentwood pricing provided to Seiwert Equipment Replacement for part use in 2022 for basin 1W \$42,000 Replacement for part use in 2023 for basin 1W \$42,000 1 set of Chain and Flight for 1 side of converted Basin \$94,500						
Total Change Order						\$1,311,905.07

Submitted By:

Approved By:

7/27/2023

BRAD ROBERTS

Date

JAY MEYERS

CPL ARCHITECTURE ENGINEERING AND PLANNING

Date



July 26, 2023

Hohl Industrial Services, Inc.
770 Riverview Boulevard
Tonawanda, NY 14150

Attn: Brad Roberts broberts@hohllind.com

Re: Niagara Falls Waste Water Treatment Plant
Sedimentation Basin and Scum Collection System Modifications
Additional Concrete Work
Job # 179324 Rev 1

Brad,

As per our conversation regarding the additional concrete work, enclosed is the following breakdown:

1. Concrete Repairs Completed for 2023 Season
Item 8E Misc. Concrete Surface Repairs
Price based on contact items.
 - A. Basin #3 East & West Catwalks
Total 219.26 SF x 372.00/SF = \$81,564.72
 - B. Basin #1 Northwest Wall
Total 59.41 SF x 372.00/SF = \$22,100.52

Additional Rebar:
82.75 LF x 1.043 lb./ft = 86.31 lbs.
86.31 lbs. x 3.30 = \$284.82

Total = \$103,950.06
2.
 - A. Catwalk Basin #3 Southend Sedimentation Tank Above East Sludge Screw
This catwalk 1st bay is 90% concrete removal; no forming, no concrete installation.
70.52 SF x 372.00/SF = \$26,233.44
 - B. Catwalk Concrete to be Repaired (Estimate Only)
No work performed on this area
Est. 250 SF x 372.00/SF = \$93,000.00



- C. Concrete Repairs Basin #2
Item 8E Misc. Concrete Surface Repairs
Price based on contract items
Basin #2 Catwalks
Estimated only
 $1,008.065 \text{ SF} \times 372.00/\text{SF} = \$375,000.18$
- D. Concrete Repairs Basin #1
Item 8E Misc. Concrete Surface Repairs
Price based on contract items
Basin #1 Catwalks
Estimated only
 $268.818 \text{ SF} \times 372.00/\text{SF} = \$100,000.30$
- 3. A. Concrete Joint Between Basin #3 and Basin #2
Basin #3 side only
Basin #2 side work unknown at this time
Concrete Removal:
 $3' \times 16+/- = 48 \text{ SF}$
 $48\text{SF} \times 372.00/\text{SF} = \$17,856.00$
- 4. A. Concrete Repair and Steel Plate Installation Above Effluent Trough

Concrete Removal
 $48.4 \text{ SF} \times 372.00/\text{SF} = \$18,004.80$

Steel Plate - \$4,500.00

Installation of Steel Plate and Shoring- \$2,000.00

Total - \$24,504.80
- 5. A. Repair Concrete Floor Delamination in Basin #3
Sawing, removal of concrete, sandblasting rebar and mesh concrete, and curing.
Total area approximately 12,600 SF

25% needs to be removed
 $3,150 \text{ SF} \times 65.00/\text{SF} = \$204,750.00$



- B. Repair Concrete Floor Delamination in Basin #2
Sawing, removal of concrete, sandblasting rebar and mesh concrete, and curing.

10% needs to be removed
 $1,260 \text{ SF} \times 65.00/\text{SF} = \$81,900.00$

- C. Repair Concrete Floor Delamination in Basin #1
Sawing, removal of concrete, sandblasting rebar and mesh concrete, and curing.

5% needs to be removed
 $630 \text{ SF} \times \$65.00/\text{SF} = \$40,950.00$

Thank you for the opportunity to quote this work. Please call us should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Mekelburg', is written over a horizontal blue line.

Rick Mekelburg
Senior Project Manager



Contract Proposal

770 Riverview Boulevard
Tonawanda, NY 14150
(716) 332-0466
(716) 332-0467 fax
www.hohlind.com

Date: August 30, 2022

To: Hohl Field

Attn: Brad Roberts
Project Manager - Field
[Hohl Industrial Services, Inc.](mailto:broberts@hohlind.com)
broberts@hohlind.com
Office: 716-332-0466 x317
Cell: 716-583-9875

Proposal: 879324

Rev. 5

Project Name: 79324 NFWB SEDIMENTATION BASINS AND SCUM COLLECTORS

In accordance with the specifications and condition set forth herein, Contractor proposes to provide all necessary Labor, Equipment, Supervision and specifically identified Materials to perform the following items of work:

Scope of Work: Detail, Fabricate and Assembly of (1) new stair, and (2) new platform extensions with handrails, (2) new single step stairs w/ handrails.

Notes and/or Clarifications:

Proposal is based on the following:

1. Fabrication of (1) New Stair.
 - a. Stringers consisting of C12x20.7 w/ L3x3 angle connections to concrete.
 - i. Assumes Stair is 3-0 wide.
 - b. Stair Treads to be 1 ½" Galvanized Serrated.
 - i. Assumes 5 Stair Treads.
 - c. 2" Schedule 40 Pipe Rail included.
 - d. Anchors included.
2. Fabrication of approximately 24 linear feet of new handrail, modifying 4 existing members.
3. All steel to be hot dipped galvanized.
4. Shop drawings included.
5. Trucking to site included.
6. Straight time only.
7. Engineering excluded.
8. Normal hours are Monday –Friday 7:00am to 3:30pm, and considered normal straight time shift. All overtime is time and one-half with the exception being Sunday and holidays, which is double time.

Page 1 of 4

ISO 9001 Certified

AISC Certified Fabricator & Erector

9. Taxes are excluded in this proposal. If this project is tax exempt please supply the proper documentation, otherwise taxes will be added to the amount when invoiced.
10. Field painting for this work is excluded. Field touch ups by others.
11. The lump sum price and delivery quoted are based upon conditions as of 9/22/2021.
Due to extreme market volatility in structural steel pricing and availability caused by supply chain issues beyond our control, this proposal is subject to escalation and will be requoted at time of award. Final pricing and delivery will be costed at the time fabricator is authorized to purchase material. Shop drawing approvals delaying material purchase could result in additional escalation.
Where delivery is delayed, through no fault of fabricator, as a result of the shortage or unavailability of materials, fabricator shall not be liable for any additional costs or damages associated with such delay(s).

New Stair & Handrail Price\$17,007.00

New Platform Extensions\$20,550.00

Scheduled Delivery: TBD

Payment Terms: Net Thirty (30) Days

Validity: Ten (10) Days

Any resulting purchase order, agreement, or related correspondence shall reference the above Proposal & Revision number.

This proposal is made subject to the contractor's "Standard Terms and Conditions – Erection Rev 1106".
Thank you for the opportunity to provide this quotation. Please sign and return a copy of this proposal for our records.

Date: May 11, 2023

HOHL INDUSTRIAL SERVICES, INC.

By: *Narciso Morales*

Narciso Morales

Title: Project Manager

PURCHASER'S ACCEPTANCE

By: _____

Title: _____

Date: _____

Approved at Tonawanda, NY, this _____ day of _____, 20__

Hohl Industrial Services, Inc., by _____
Executive Officer of Contractor

1. **Work Site and Services**

- a. **Time & Overtime:** Unless expressly specified otherwise in the Proposal, all Services described in the Proposal (the “Services”) shall be performed on a straight time basis, on the straight time rates and terms set forth in the Proposal.
- b. **Access to Work Site:** Purchaser shall ensure that Contractor has free and clear access to the work site. Any cost(s) incurred by Contractor by reason of its lack of access to the work site or by limited or obstructed access, for any reason, shall be reimbursed by Purchaser, and Contractor shall not be responsible for any other costs, losses, nonperformance or delays arising out of any such complete or partial lack of access to the work site.
- c. **Work Site Preparation and Storage:** Purchaser shall: (i) clear the work site of erection and maintain the same free from water, debris, and all other obstructions, (ii) make all required alterations in building, (iii) remove all pipes, conduit, machinery, fixtures or any other obstruction which will interfere in any manner with the installation of the equipment covered in this Agreement at the location for installation as shown by any plans, and (iv) cut all necessary holes in the walls, floors, roofing, etc., and repair the same after completion when necessary. In case the above described preparation of the work site has not been performed at the time of the arrival of the Contractor’s erection crew to perform the Services, Contractor shall be authorized to perform all such preparation at Purchaser’s expense, and no further authority other than given in this Agreement for such work shall be required.
- d. **Utilities, Etc.:** Purchaser shall provide sufficient amounts of electric power, lighting, heat, compressed air, or water as is required by Contractor for the Services, including local hookups.
- e. **Waiver of Damage:** Contractor shall not be responsible for cracking or damage to floors, driveways, parking areas and walkways by Contractor’s equipment.

2. **Permits:** Purchaser shall be responsible for the costs of all permits necessary for the performance of the Services. Unless covered under a general permit otherwise obtained by Purchaser, Contractor shall obtain such permits as are necessary to allow Contractor to perform the Services. Contractor’s proposal includes the cost of those permits Contractor typically obtains for work of this type. Any costs to obtain any additional permits will be separately charged to Purchaser. Nothing contained herein shall require Contractor to obtain any permit having a scope, or covering portions of Purchaser’s project, other than the Services provided by Contractor.

3. **Schedule for Completion:** Any schedule provided by Contractor with respect to the Services shall be planned from the last to occur of: (i) the effective date of this Agreement, (ii) Contractor’s receipt of all information necessary to perform and finish the Services, including without limitation any Purchaser Documents (defined in Section 11) and any permits required under applicable law, and (iii) any approval of applicable drawings by Purchaser.

4. **Warranty:** Contractor warrants workmanship for a period of one (1) year from the date of original installation, provided that Purchaser shall notify Contractor in writing of any alleged defect within three (3) business days of becoming aware of such alleged defect. Contractor shall have reasonable time to investigate any alleged defects and repair any defective work as deemed necessary by the Contractor in its reasonable discretion. This warranty will not be available and is not applicable if: (i) any work was performed by a third party to remedy any claimed defect, or (ii) any alleged defect is due to improper or insufficient maintenance by Purchaser or otherwise due to any negligent or intentional act or omission of Purchaser. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, CONTRACTOR MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES OR OTHER WORK PERFORMED OR MATERIALS SUPPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR USE.** This Section 4 sets forth Purchaser’s sole and exclusive remedy for any breach of this warranty. Contractor makes no representation, warranty or guaranty with respect to any materials manufactured by a third party, and any such materials carry only the manufacturer’s warranty, if any.

5. **Limitation on Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL CONTRACTOR BE LIABLE, FOR ANY REASON WHATSOEVER, FOR: (I) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE PRODUCT(S) OR THE SERVICES PROVIDED BY THE CONTRACTOR HEREUNDER; (II) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM MATERIALS SUPPLIED HEREUNDER MANUFACTURED BY A THIRD PARTY; (III) SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS; OR (IV) ANY AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID TO CONTRACTOR BY PURCHASER HEREUNDER.**

6. **Claims; Acceptance:** Subject to Section 4, claims for defective materials, shortages, delays or any other failures in shipment, delivery or installation or for any other cause shall be deemed waived and released, and all Services performed and materials provided hereunder shall be deemed accepted, unless made in writing with in five (5) business days after delivery or performance, as the case may be.

7. **Insurance:** Contractor carries such insurance coverage and limits as it deems reasonable for its business. If requested by Purchaser, Contractor shall use commercially reasonable efforts to obtain specific levels and types of coverage beyond Contractor’s normal coverage. Any costs associated with obtaining such additional coverage shall be charged to Purchaser.

8. **Hazardous Materials:** Purchaser shall be solely responsible for any and all remediations, removals or protections required with regard to any toxic or hazardous substance whatsoever. Purchaser shall notify Contractor of any hazardous substance in regard to the Services (including the work site), prior to Contractor’s mobilization on the work site. Purchaser agrees to indemnify Contractor for any and all damages, losses and costs sustained, including without limitation reasonable attorneys’ fees, and to defend and hold it harmless from any and all claims, arising out of or in connection with any such hazardous materials. Purchaser shall provide Contractor with copies of all material safety data sheets for all hazardous substances upon request.

9. **Change Orders; Changes and Delays**

a. If at any time Purchaser desires to change or alter the scope of the Services (a “Change”), Purchaser shall submit a request for such Change(s) in writing, detailing with specificity the Change(s) requested. Contractor shall, within a reasonable period of time following its receipt of such request, submit in writing a summary of changes, including costs, schedule and other material items that would occur as a result of the Change(s) (a “Change Response”). If Purchaser agrees to such Change Response, it shall sign the Change Response and return to Contractor, upon which time the Change Response will be deemed to be incorporated herein. If Purchaser does not agree to the Change Response, or does not return an acceptance within the time specified in the Change Response (or if none is so specified, within ten (10) days of the date of such Change Response), it shall be deemed to be rejected, and this Agreement shall continue in full force and effect without the Change(s).

b. If the Contractor is delayed in any way in its performance of the Services due to any act or omission of Purchaser, other contractor(s) or vendors/suppliers of Purchaser, Purchaser shall reimburse Contractor for any and all costs of such delay including, without limitation, demobilization and remobilization costs, if applicable. In the event of a delay, Contractor may, but shall not be required to, remove equipment from the job site and reallocate such equipment to other work, and in such event, such equipment shall be redeployed to the work hereunder when reasonably practicable given Contractor’s other work commitments. Contractor shall not be liable for any delay in redeployment.

c. In no event shall Contractor be liable or be deemed to be in breach of this Agreement for any delay or failure to fulfill its obligations hereunder to the extent that such delay or failure is a result of the acts or omissions of Purchaser, other contractors or vendors or suppliers of Purchaser.

10. **Confidential Information:** Any non-public information of a party hereto, including without limitation drawings, specifications, technical data, business methods and trade secrets are “Confidential Information.” A party receiving Confidential Information from the other party shall not disclose any such Confidential Information to any third party except to the extent required and contemplated under this Agreement, nor use such Confidential Information except to the extent required and contemplated under this Agreement. The restrictions on disclosure and use shall not apply to information that was in the receiving party’s possession rightfully prior to its receipt from the disclosing party, that is independently developed by the receiving party without reference to the disclosing party’s Confidential Information, that is in the public domain except by reason of a breach of this Section 10, or that is required to be disclosed pursuant to a valid order from a court or other government unit of competent jurisdiction. Confidential Information of each party remains each party’s property, and no right, title or interest in such Confidential Information is granted herein. Confidential Information shall be returned upon the completion of the Services or upon the disclosing party’s request. Any Confidential Information of Contractor accompanying this Agreement is not to be used for construction purposes.

11. **Reliance:** In the event that Purchaser supplies Contractor with any drawings, specifications, designs, schedules or other information with respect to Contractor’s performance hereunder (“Purchaser Documents”), or that any work is performed by Purchaser or its other contractors or subcontractors (“Purchaser Services”), Contractor shall be entitled to rely upon such Purchaser Documents and the proper performance of any Purchaser Services in its performance hereunder. Purchaser shall provide Contractor with prior written notice of any changes or inaccuracies in any Purchaser Documents. Purchaser shall be responsible for any costs incurred by Contractor due to any changes or inaccuracies in any Purchaser Documents or any delays in providing Contractor any Purchaser Document, and Contractor shall not be liable for any delays or costs incurred by either party as a result of any such changes, inaccuracies or delays in providing any Purchaser Document.

12. **Force Majeure:** Contractor shall not be liable for any losses, damages, costs, detention, nonperformance or delays due to: (i) transportation issues outside of Contractor’s exclusive and direct control, (ii) Contractor’s inability to obtain any necessary materials for the performance of this Agreement, (iii) commercial impracticability not reasonably foreseen by Contractor, or (iii) any Act of God, fire, strike or other labor action, civil or military authority, insurrection, inability to use the full capacity of plants or facilities as a result of government action, machinery malfunction or breakdowns, its inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, without litigation or the payment of penalties or unreasonable prices or the acceptance or unreasonable terms and conditions, or any other cause beyond the Contractor’s exclusive and direct control. Upon the occurrence of any such contingency, Contractor shall have the right to suspend or reduce Services and/or deliveries during the period of such contingency, and the total quantity (if applicable) deliverable under this Agreement shall, at Contractor’s election, be reduced by the quantities so omitted.

13. **Governing Law:** This Agreement and its performance shall be governed by the laws of the state of Contractor’s business address as listed on the Proposal. The parties hereto hereby submit to the exclusive jurisdiction of any state and federal court located in Erie County, New York, and each hereby waives any objection it may have as to personal jurisdiction, venue or forum non conveniens. Any provision of this Agreement that is invalid or unenforceable in any situation or jurisdiction shall not affect the validity or enforceability of the remaining provisions hereof, or the validity or enforceability of the offending provision in any other situation or jurisdiction. Should any provision of this Agreement be deemed unenforceable in whole or in part by any competent authority, such provision shall continue in effect to the maximum extent permitted and the remaining provisions shall remain in full force and effect. If, notwithstanding the prior sentence, any provision of this Agreement shall be deemed wholly unenforceable by any competent authority, the remainder of this Agreement shall remain in full force and effect.

14. **Arbitration:** Any controversy or claim for damages in the amount of \$10,000.00 or less arising out of or relating to this Agreement shall be settled by arbitration in the County of Erie and State of New York in accordance with the rules and procedures of the American Arbitration Association.

15. **Attorneys’ Fees and Costs:** In connection with any litigation arising out of the Agreement, Contractor shall be entitled to recover all of its costs and expenses incurred including without limitation actual attorneys’ fees for services rendered in connection with such litigation, including its proceedings and post-judgment proceedings.

16. **Notices:** All notices required to be given hereunder may be served personally or sent by certified or registered mail, return receipt requested, with postage prepaid, to the address of the other party herein unless a different address is designated hereafter in writing.

17. **Payment; Taxes; Termination**

a. Net 30 Days, unless otherwise expressly specified in the Proposal. A late fee of 1½ percent per month may be applied at Contractor's discretion to all late payments. Purchaser shall be liable to and responsible for any collection agency or attorneys' fees arising out of Contractor's attempts to recover fees due to it from Purchaser hereunder.

b. Any duty, impost or taxes due on Services or materials provided by Contractor shall be paid by Purchaser, unless otherwise specifically stated in this Agreement. In the event that Contractor pays for any such duties, imposts or taxes, Purchaser shall reimburse Contractor immediately upon invoicing.

c. Contractor may suspend Services under this Agreement in the event of any non-payment. Contractor may terminate this Agreement upon non-payment not cured within ____ () days following the date such payment was due, or the bankruptcy or insolvency of the Purchaser.

18. **Rates.** All rates and other charges are as set forth in the Proposal, except to the extent set forth in this Section 18. Unless otherwise agreed in writing by the parties hereto, all work not expressly set forth as part of the Services, including without limitation any site preparation as contemplated by Section 1c, and any related costs, shall be billed: (i) for work performed, at Contractor's then-current time and materials rates plus twenty-five percent (25%), (ii) all charges for equipment owned by Contractor shall be billed in accordance with the then-current industrial equipment Blue Book rates for daily rentals for each day that such equipment was on-site, regardless of whether actually used during all such days, plus the Blue Book rate for operational cost based upon actual hours of use, with an eight (8) hour daily minimum, (iii) all charges for equipment leased by Contractor shall be billed at cost plus Contractor's then-current standard mark-up, and (iv) all other charges, including without limitation any applicable storage fees, shall be billed at Contractor's then-current and applicable fee schedule.

19. **General**

a. **Amendments.** No modification or amendment hereof shall be binding or effective unless it is contained in a written amendment (or Change Response, as applicable) signed by both parties hereto.

b. **Conflict.** In the event of any conflict between any of the documents comprising this Agreement, the provisions of the Proposal will control, unless expressly provided for otherwise in this Agreement.

c. **Acceptance; Expiration.** This Agreement may be accepted only by delivery to Contractor duly signed within thirty (30) days of the date of the Proposal except as otherwise expressly provided for in the Proposal. Thereafter the Proposal automatically expires.

d. **Limitation on Acceptance.** PURCHASER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND THE OFFER CONTAINED HEREIN IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS IN PURCHASER'S ACCEPTANCE, PURCHASE ORDER, OR ANY OTHER PURCHASER DOCUMENT SHALL NOT ALTER THE TERMS OF THIS AGREEMENT, AND PURCHASER'S ACCEPTANCE SHALL BE VALID AND BINDING REGARDLESS. PURCHASER'S ACCEPTANCE OF ANY GOODS OR SERVICES SHALL BE DEEMED TO CONSTITUTE PURCHASER'S ACCEPTANCE OF THIS AGREEMENT.

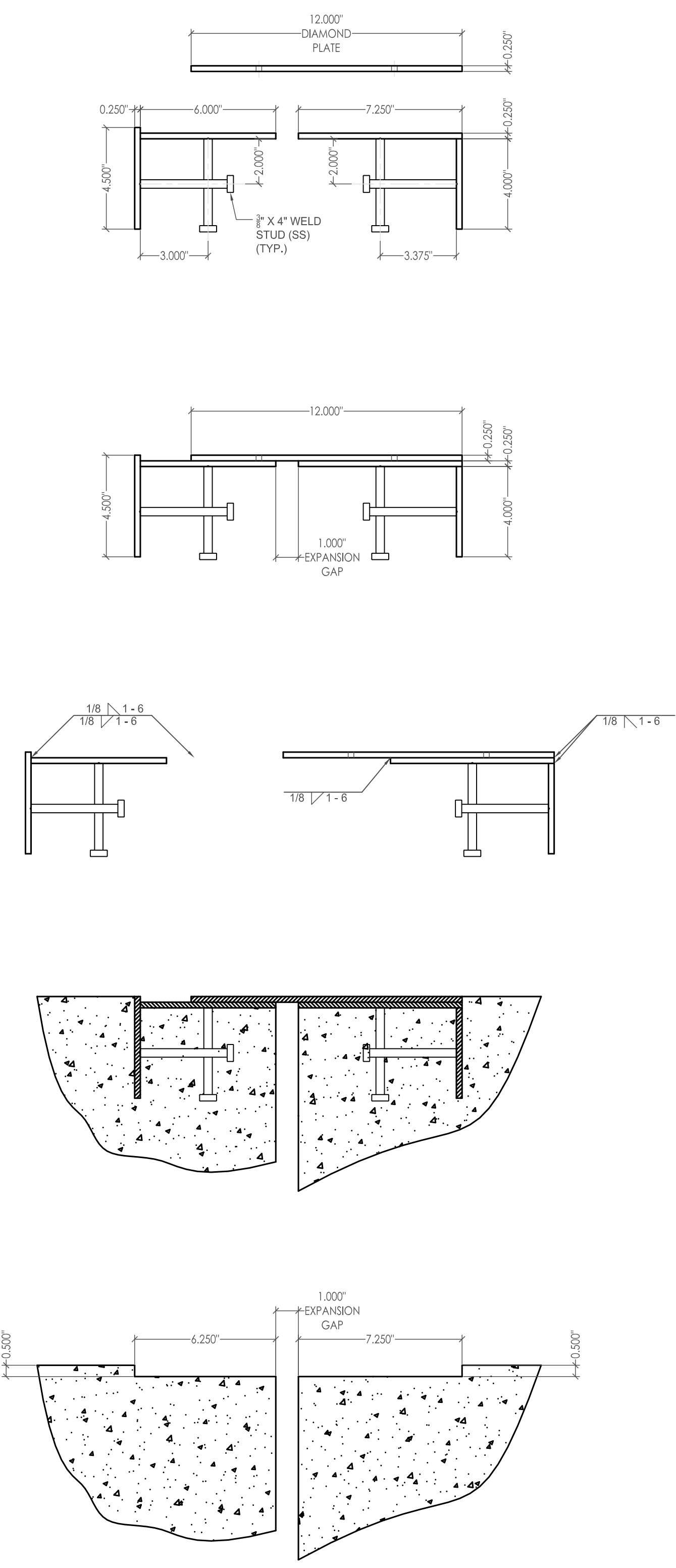
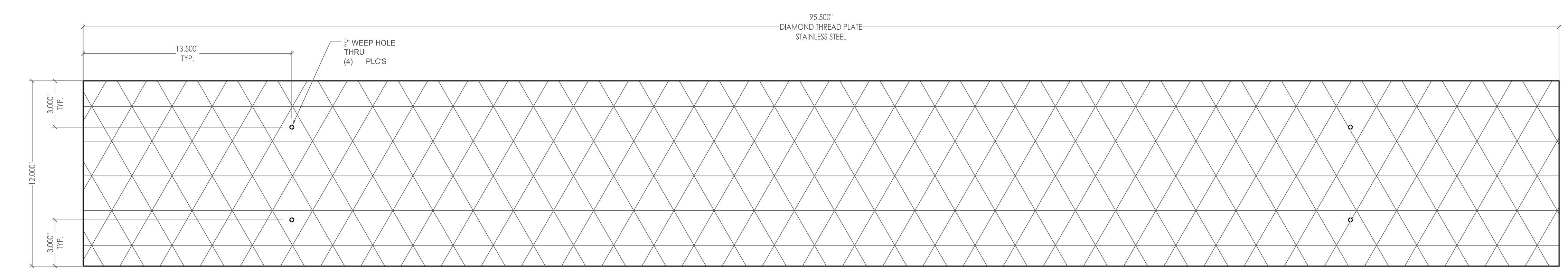
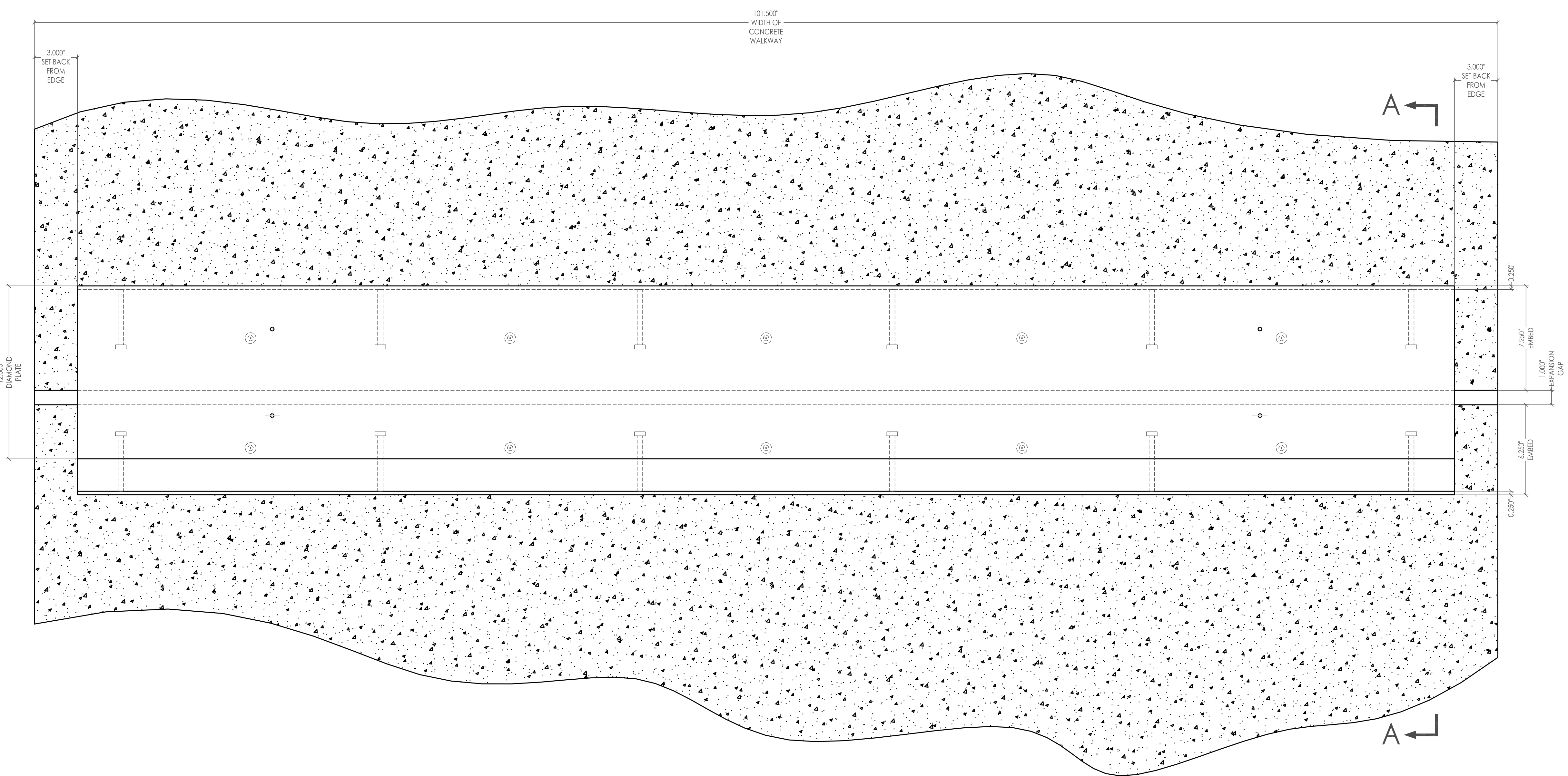
e. **Withdrawal of Proposal.** Contractor may withdraw the Proposal and the offer contained therein at any time prior to this Agreement's acceptance as provided herein.

f. **Survival.** The following Sections shall survive any termination of this Agreement: 4 (in accordance with its terms), 5, 10, all of Purchaser's indemnification obligations hereunder, and those provisions that by their nature survive any termination or expiration.

g. **Failure, Delay or Waiver.** No course of action or failure to act by either party hereto shall constitute a waiver by such party of any right or remedy under this Agreement, and no waiver by either party hereto of any right or remedy under this Agreement shall be effective unless made in writing.

h. **Assignment; Binding Effect.** This Agreement may not be assigned by Purchaser, and any attempted assignment in violation of this provision shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and, if permitted, assigns.

i. **Entire Agreement:** These standard terms and conditions and the attached Proposal, when duly executed by the parties, is the complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings whether written or oral with respect to such subject matter. Purchaser represents that it has not relied upon any previous representations by anyone as an inducement to enter into this Agreement. Any terms used and capitalized in these standard terms and conditions, and not defined, shall have the meanings ascribed to such terms in the Proposal.



SECTIONS THROUGH "A-A"



RCO Material Break-Down

Project: NFWB Project 1
Contractor: Hohl Industrial Services
Contract No.: 1G
Scope: Platform Mods and Stair Install
Subject:

RCO#: 0
DATE: 7/26/2023
Proj.No.: 179324
PCO. No.: 18

Mat'l / Eqpmnt Costs: description	Qty	Unit	@	Unit Price	=	Cost
Concrete & Form Material	1.0	1.00	@	600.00	=	\$600.00
			@		=	\$0.00
Mark - up 5%			@		=	\$30.00
			@		=	\$0.00
			@		=	\$0.00
			@		=	\$0.00
			@		=	\$0.00
			@		=	\$0.00
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			@		=	\$0.00

Sub-Total Material costs: **\$630.00**



**QUOTATION**

Quote No. QTRoch05814
 Attention: Bradley Roberts
 Order Date 07/25/2023

Siewert Equipment
 175 Akron Street
 Rochester NY 14609
 United States

Phone: (585) 482-9640
 FAX: (585) 482-4149

Ship To:

HOHL INDUSTRIAL SALES
 770 Riverview Blvd
 Tonawanda NY 14150-7880
 United States

Bill To:

HOHL INDUSTRIAL SALES
 770 Riverview Blvd
 Tonawanda NY 14150-7880
 United States

Customer	Quoted By	Sales Rep
208180 HOHL INDUSTRIAL SALES	Cheryl Derr	Craig Moore
Payment Terms	Instructions	VIA
Net 30		

Thank you for allowing Siewert Equipment to provide you with the following information for your Brentwood parts for Niagara Falls WWTP.

LN	Item	Description	Quantity	Unit Price	Ext. Price
		BRENTWOOD 10000275-058 NCS-720S CHAIN STRAND, 9.5 FEET	98	230.13	22,552.74
		BRENTWOOD 10000170-012 12 HOLE ULTRA PLUS FLIGHT HARDWARE KIT, ENG, 316 SS	49	59.10	2,895.90
		BRENTWOOD 10000274-001 NCS-720S CHAIN ATTACHMENT KIT, F22-8, NM	98	33.90	3,322.20
		BRENTWOOD 10000370-003 FILLER BLOCK, 3.5X8 ULTRA PLUS FLIGHT, PP-BLACK	98	12.97	1,271.06
		BRENTWOOD 10001261-011 3.5x8 ULTRA PLUS FLIGHT, 12 HOLES, 337.00", FRP	49	1,039.12	50,916.88
		BRENTWOOD 10001206-004 3.5x8 ULTRA PLUS SQUEEGEE FLIGHT, 40 HOLES, 337.00", FRP	2	1,072.60	2,145.20
		BRENTWOOD 10000070-031 BOLT SET, 3/8-16 x 1-1/2", 316 SS, (SET=1BLT-2FW-1LW-1HN)	56	4.96	277.76
		BRENTWOOD 10001182-050 SQUEEGEE, 0.19" x 4.00" x 140.75", 12 SLOTS, NEOPRENE	4	666.95	2,667.80
		BRENTWOOD 10001182-036 SQUEEGEE, 0.19" x 4.00" x 18.38", 2 SLOTS, NEOPRENE	4	87.07	348.28

LN	Item	Description	Quantity	Unit Price	Ext. Price
		BRENTWOOD 10001183-046 BACKING PLATE, 0.25" x 3.00" x 140.75", 12 HOLES, FRP	4	260.80	1,043.20
		BRENTWOOD 10001183-036 BACKING PLATE, 0.25" x 3.00" x 18.38", 2 HOLES, FRP	4	68.76	275.04
		NOTES: *Estimated lead time is 14 weeks. *I cannot give an accurate freight cost, but based on the QTY's requested the rough amount is \$2,500.00. *Review the DWGS provided to ensure parts are correct - no returns allowed. ***THIS IS NOT AN INVOICE*** ADDITIONAL CHARGES MAY APPLY			
SUBTOTAL					87,716.06
TAX					0.00
SHIPPING					0.00
ORDER TOTAL					87,716.06

Quoted prices are subject to change based on market conditions until a PO is accepted.
Cummins-Wagner terms and conditions applicable to this document are found on our website at www.cummins-wagner.com



“A 100% Employee Owned Company”

Terms and Conditions

1. **PRODUCTS:** Products (parts, components, items, materials, assemblies) herein are of the Manufacturer's standard or available construction and specifications. It is Buyer's final responsibility to determine if these products satisfactorily meet Buyer's or Buyer's customer's plans, specifications and requirements. Weights and dimensions when given are approximate unless certified in writing by the Manufacturer.
2. **SELECTION AND END USE:** Seller is not in any way liable for selection, application, or suitability of products herein for any particular use or for any installation or operational costs incurred with these products, all of the aforesaid being the final responsibility of Buyer.
3. **QUOTATIONS:** Seller as a service to Buyer may quote orally or in writing from time to time current prices then in effect for products or services offered for sale by Seller; however, such prices are subject to change without notice. Quotations may be withdrawn at any time prior to actual receipt by Seller of a written purchase order and release from Buyer to manufacture and/or ship the products or perform the services described herein. Quotations shall become null and void upon the elapse of thirty (30) days from the date of quotation unless earlier withdrawn. Seller does not assume any responsibility for any variation in quantity or omission of any item in any quotation that may be required by any plan or specification or otherwise. Seller is not responsible for any typographical errors or reproduction deficiencies. Quotations for the Quantities, Products and Services described herein are subject to these Terms and Conditions only; Seller will only accept orders on these exact Terms, Conditions and Provisions and no inconsistent terms, conditions, provisions or modifications will be agreed to unless specifically approved in writing by an officer of Seller.
4. **PURCHASE ORDERS AND ACCEPTANCE:** Purchase orders of Buyer resulting from oral or written quotations of Seller shall be subject to the Quantities, Products and Services herein, these Terms and Conditions, and the written approval signed by an authorized representative of Seller in the Seller's acknowledgement. Any term(s), condition(s) or provision(s) of Buyer's purchase order which are inconsistent with these stated herein, shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the products or performance of the services described herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's acknowledgement, acceptance of Seller's Terms and Conditions hereof by Buyer shall be presumed and, in the absence of such notification, Buyer's oral or written release to manufacture and/or ship the products or perform the services described herein, shall be conclusively deemed as Buyer's acceptance of these Quantities, Products, Services, Terms and Conditions herein. If Buyer notifies Seller in writing of his objections to any of the Terms, Conditions and Provisions described herein, such objections are not accepted by Seller unless specifically accepted in writing signed by an officer of Seller. Seller's responsibility is limited solely to the furnishing of the products or services described herein and assumes no responsibility for any other or further requirements or conditions expressed in any plan, specification, purchase order or other document.
5. **SUBMITTAL:** If Specifically requested in writing by Buyer at the time of purchase order, Seller will prepare submittal data (product bulletins, descriptive data, curves, diagrams, each independently as required) for written approval, corrections, or rejection by Buyer, Buyer's customer or Buyer's customer's authorized representative. Any changes in the submitted products required by the approving authority will be at the Buyer's expense and supported by a written change order in accordance with Seller's Terms and Conditions. In case of dispute between Buyer and Seller of required changes or rejection of the products herein, either Buyer or Seller may cancel this contract in writing to the other without penalty, unless Buyer has previously released to manufacture and/or ship the products in question, which in such case Buyer will be fully responsible for the products and all payments as if a submittal had not been requested. In no case will Seller be obligated to offer for sale or furnish any modified or alternate products to those described herein.
6. **TIME OF SHIPMENT:** Stated shipping dates are approximate. Seller shall not be liable or subject to any special or consequential damages for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, but not limited to, strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers and governmental acts and regulations.
7. **DELIVERY AND FREIGHT:** Delivery of these products shall be F.O.B. the place of shipment to Buyer. Thereafter Buyer assumes full responsibility for any damage or loss irrespective of Seller's prepayment of freight charges. Buyer shall furnish at Buyer's expense, labor and equipment necessary to expeditiously unload products delivered by Seller. Any expenses incurred by Seller due to the delay in unloading shall be reimbursed to Seller by Buyer.
8. **STORAGE:** A product held in storage for the convenience of Buyer will be invoiced to Buyer as if the products were shipped and Buyer agrees to pay for same plus additional reasonable storage charges in accordance with the following payment terms.
9. **PAYMENT:** Buyer agrees to pay Seller within thirty (30) days of invoice date. If Seller has not received payment within these thirty (30) day terms, Seller may add and receive payment from Buyer interest charges at the rate of 1½% per month on unpaid balance plus such other reasonable collection costs and expenses incurred including attorney's fees, collections fees, court costs and otherwise. Cash or anticipation discounts are not offered unless specifically stated on Seller's invoice, no discounts are allowed on freight, shipping, taxes or interest charges. Cash discounts offered for early payment are earned only when payment is received in the office of Seller on or before the specified discount terms or date. Seller reserves the right to make partial invoices(s) for storage, shipments or services performed and receive payment in accordance with the above terms. Buyer agrees not to make any deductions for taxes, freight, retainages, alleged damages or otherwise from any payments due herein. Payment by credit card may incur a 4% fee.
10. **TAXES:** Buyer shall pay in addition to the purchase price and other charges herein, all excise, sales, privilege, use or other taxes, Federal, State, Local or Foreign, payable by Seller because of the execution of this contract.
11. **CREDIT AND DEFAULT:** If financial responsibility of Buyer becomes impaired or unsatisfactorily in the sole judgment of Seller under this or any other contract between the parties, advance cash payments or satisfactory security shall be given by Buyer upon demand by Seller and any shipments due under this or any contract may be withheld until all payments due are received in full and Buyer's credit has been re-established satisfactorily in the sole judgment of Seller. In addition to all other remedies, in the event of default by Buyer under the terms of this agreement, Seller shall have the right to take exclusive possession of the products sold herein wherever found and to remove same without legal process, any payments having been made on account thereof to be retained by Seller as liquidated damages; or Seller may, in addition to all other remedies available to it, if it deems said products are not readily removable or resalable, sue for and collect any unpaid payments including interest charges, plus such other costs and expenses as Seller has incurred or may incur which shall become immediately due and payable upon Buyer's default of any of the terms of this contract, said remedies to be cumulative.
12. **WARRANTIES:** There is NO WARRANTY, representation or condition OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE) by Seller regarding the products herein; Buyer is solely limited to the Manufacturer's express written warranty, copies of which will be furnished to Buyer upon request. No warranty conditions will be considered until payment of this contract has been made in full.
13. **SELLER'S LIABILITY:** Seller's liability shall be limited to the stated selling price of any defective product and in no event shall Seller be liable for prospective profits or special, direct, indirect or consequential damages of any kind caused by a product, component or part failure. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any product, component or part herein.
14. **RETURNS:** Products purchased herein may not be returned without the express written permission of Seller, as evidenced by Seller's or Manufacturer's properly authorized return material form, of which a copy must accompany the returned material. Authorized returns shall be shipped at the expense and liability of Buyer to the destination specified by Seller. Such returns are accepted by Seller or Manufacturer for inspection only; any allowance or credit originates with the Manufacturer subject to charges for freight, handling, inspection, repair, restocking and otherwise. Damaged, installed, used or special order products are not returnable. Seller or Manufacturer will not accept debit charges from Buyer for returned products.
15. **SERVICE:** Seller does not include any field or shop labor or service equipment and/or materials for the products herein unless specifically stated as an item in the body of this contract. Any service requested in addition to that not included in the body of this contract will be considered a separate contract and require a separate purchase order from Buyer. No service requests will be accepted or performed when Buyer's account is past due according to the payment terms herein.
16. **CHANGE, MODIFICATION, CANCELLATION:** This contract cannot be changed, modified or cancelled except by written agreement executed by Buyer and an officer of Seller.
17. **JURISDICTION:** This agreement shall be governed and construed in accordance with the laws of the State of Maryland.

NIAGARA FALLS WATER BOARD RESOLUTION # 2023-08-002

AUTHORIZING SETTLEMENT OF PAVAN CLAIM

WHEREAS, on August 2, 2023, David Pavan filed a notice of claim for damages he incurred when he paid a private plumber to repair a leak on the portion of the water service line to his building that the Niagara Falls Water Board maintains; and

WHEREAS, locating leaks on buried water mains can be challenging, and from time-to-time subsurface conditions may cause a mistaken location which is not revealed until the water line is excavated; and

WHEREAS, in this case Water Board personnel had performed a leak location and informed Mr. Pavan that the leak was on the portion of the water service line for his building which he is responsible for maintaining; and

WHEREAS, the repair Mr. Pavan's contractor subsequently completed was on the section of the water line maintained by the Water Board, benefitted the Water Board, and saved the Water Board from incurring the labor and material expense of that repair, and Water Board staff have reviewed the \$1,026 invoice amount for which Mr. Pavan makes claim and determined it to be reasonable for the work performed;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes settlement of David Pavan's August 2, 2023 claim for the sum of \$1,026 in order to avoid litigation and buy its peace, provided Mr. Pavan executes a general release prior to payment of the settlement amount.

Water Board Personnel Responsible for Implementation of this Resolution:

General Counsel

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

Budget Line: GA.1930.0000.0449.599 – Judgments and Claims

On August 10, 2023, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board



NIAGARA FALLS WATER BOARD

5815 Buffalo Avenue
Niagara Falls, NY 14304

NIAGARA FALLS

AUG 07 2023

WATER BOARD

NOTICE OF CLAIM FORM FOR PERSONAL INJURY, DAMAGE TO PROPERTY OR LOSS OF PROPERTY

NOTE: NO NOTICE OF CLAIM WILL BE ACCEPTED IF FILED LATER THAN 90 DAYS FROM THE DATE OF LOSS. YOUR CLAIM MUST PROVIDE VALID PROOF OF ALLEGED DAMAGES AND PROOF OF THE VALUE OF ANY PROPERTY ALLEGEDLY DAMAGED.

UNDER NEW YORK LAW, ANY PERSON WHO PRESENTS A FALSE OR FRAUDULENT CLAIM TO A LOCAL GOVERNMENT FOR PAYMENT IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES INCLUDING RECOVERY OF THREE TIMES THE AMOUNT OF DAMAGES SUSTAINED BY SUCH LOCAL GOVERNMENT.

CLAIM INVESTIGATION BY THE NIAGARA FALLS WATER BOARD WILL TAKE BETWEEN 6 TO 8 WEEKS

1. Name of Claimant: DAVID A PAVAN
2. Address of Claimant: [REDACTED] AVE
NIAGARA Falls, NY 14305
3. Claimant's telephone number: 716- [REDACTED]
4. Owner of damaged or lost property: DAVID A PAVAN
5. Owner's address: [REDACTED] AVE
NIAGARA Falls, NY 14305
6. Owner's telephone number: 716- [REDACTED]
7. Date of Loss: 7/6/23
8. Time when loss occurred: 9:00 AM / PM
9. Exact location of loss (i.e. house address, nearest cross street):
[REDACTED] AVE, NIAGARA Falls, NY 14305

10. Police report number (if any) _____

11. Describe how loss occurred: Water Pressure was making it
almost impossible to use faucets. Called
NFWB and they came to inspect. Leak
was misdiagnosed. Had to call plumbing
contractor

12. List all items of property damage ascertained to date (attach two original
estimates of repair or replacement and all paid original
receipts): INVOICE ATTACHED: \$1026.00

Claim must be notarized

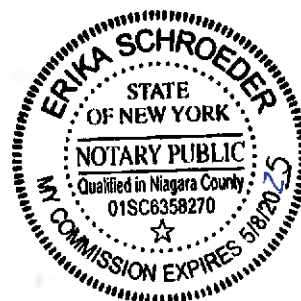
THE UNDERSIGNED DECLARES, UNDER PENALTIES OF PERJURY, THAT HE/SHE IS THE CLAIMANT, THAT HE/SHE HAS READ THE FOREGOING NOTICE OF CLAIM, THAT TO THE BEST OF HIS/HER KNOWLEDGE THE INFORMATION CONTAINED HEREINABOVE IS TRUE AND CORRECT.

Dan C. Pauer
Signature of Claimant

Sworn to before me this 2nd

day of August, 20 23

Erika Schroeder
Notary Public/ Commissioner of Deeds




LaSalle Contracting Corp.

Invoice

2104 Niagara Street
Niagara Falls, NY 14303

Date	Invoice #
7/24/2023	10822

Bill To
David & Cynthia Parvan [REDACTED] Avenue Niagara Falls, NY 14305 716-[REDACTED]

Description	P.O. No.	Terms	Project
	Qty	Rate	Amount
7/6/23 Ref: [REDACTED] Ave. 3/4" Copper Water Sewer Repipe 3/4 inch copper water service between curb and sidewalk. Copper compress coupling came loose . Labor and Materials Thank you,  John Gross		950.00	950.00
PLEASE NOTE NEW REMIT TO ADDRESS 2104 NIAGARA STREET NIAGARA FALLS, NY 14303		Subtotal	\$950.00
		Sales Tax (8.0%)	\$76.00
		Total	\$1,026.00
		Payments/Credits	\$0.00
		Balance Due	\$1,026.00

SEQR REVIEW FOR WWTP BIOLOGICAL CONVERSION PROJECT

WHEREAS, the Niagara Falls Water Board seeks to convert its existing wastewater treatment plant from an inefficient and outdated physical/chemical treatment process to a modern biological treatment process (the “Project”); and

WHEREAS, the Water Board has reviewed the environmental impact of the proposed Project at its August 10, 2023 meeting; and

WHEREAS, the Water Board has duly reviewed and considered the Project, the criteria for determining significance set forth in 6 NYCRR § 617.7(c), the Short Environmental Assessment Form (“SEAF”) Part 1, including a narrative addendum, and draft SEAF Parts 2 and 3, which have been prepared with the assistance of engineering firm AECOM and which more fully describe the Project its potential impacts, and such other information as it deems appropriate; and

WHEREAS, the proposed action is classified as Unlisted with respect to SEQR; and

WHEREAS, Unlisted actions are subject to environmental review under SEQR; and

WHEREAS, the Water Board has determined that it can fully evaluate the impact of the Project without requiring a coordinated review, and therefore shall act as the lead agency for the purpose of the SEQR review; and

WHEREAS, after a hard look, and identifying and analyzing the relevant areas of environmental concern, the Water Board has determined that the concerns identified and analyzed will not be significant, as more fully set forth in the draft SEAF Parts 2 and 3 which are attached hereto and incorporated by reference herein;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board declares itself to be lead agency for the SEQR review of the Project to convert the existing wastewater treatment plant from an inefficient and outdated physical/chemical treatment process to a modern biological treatment process, hereby makes a negative declaration for that Unlisted action, and authorizes the Executive Director to execute the attached SEAF Parts 2 and 3 on behalf of the Water Board.

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 August 10, 2023, 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

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project:			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?		NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?		NO	YES
If Yes, list agency(s) name and permit or approval:		<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban) <input type="checkbox"/> Forest Agriculture Aquatic Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

**NFWB WWTP CONVERSION TO BIOLOGICAL TREATMENT
NIAGRA FALLS, NY****ENVIRONMENTAL ASSESSMENT FORM
Short EAF – Part I – Project Information****ADDENDUM
Supplementary Information****Name of Action or Project:**

Niagara Falls Water Board (NFWB) Wastewater Treatment Plant (WWTP) Conversion to Biological Treatment

Project Location:

Address: 1201 Buffalo Avenue, Niagara Falls, NY 14303

The property is located between Niagara Scenic Parkway & Buffalo Ave, approximately 800 ft East of John Daly Blvd and consists of two parcels: 159.14-1-5 (Eastern) & 159.14-2-1 (Western)

See maps indicating location of work, WWTP property, and surrounding environment in Attachment A.

Brief Description of Proposed Action:

The existing NFWB WWTP facility is a physical chemical treatment plant for municipal and industrial wastewaters generated in the City of Niagara Falls and portions of the Town of Niagara, with a design flow of 48 million gallons per day (mgd) and peak flow of 85 mgd. The treated effluent discharges via outfall into the lower Niagara River, just south of the Rainbow Bridge.

The NFWB entered into a Consent Order in 2018 (Order on Consent R9-20170906-129) regarding an accidental discharge of dark water to the lower Niagara River. This Consent Order resulted in studies to determine possible modifications to the WWTP to eliminate a similar event in the future, and to prevent the visible contrast of the effluent with the receiving water.

The Final Report on Evaluation of the Conversion and Modification of the NFWB WWTP into a Biological Treatment Process (submitted December 17, 2019 by AECOM on behalf of NFWB to NYSDEC Region 9) determined that the WWTP should be converted to a biological treatment plant. The report was reviewed and approved by the NYSDEC and has been widely accepted not just by the NYSDEC but also by local, state, and federal elected officials.

The proposed Project consists of converting the NFWB WWTP from the existing activated carbon secondary treatment to an aerobic biological activated sludge secondary treatment. The conversion would eliminate the use of activated carbon treatment and replace it with an aerobic membrane bioreactor (MBR) activated sludge process. The modifications to the existing WWTP include construction

of a new biological treatment tank/building to the south of the existing Administration Building, along with conversion of the existing carbon filters into a biological treatment tank. New tanks/building will encompass a footprint of approximately 400 ft by 200 ft (see Preliminary Site Plan and General Arrangement). Site work required includes construction/relocation of plant roadways, water lines, and underground power lines. Apart from associated utility and paving work, all new construction will be centered on the southwest portion of the property, within and adjacent to existing structures.

The conversion will result in:

- Reduced need for sodium hypochlorite use to disinfect wastewater; Consumption of ferric chloride and primary polymer will also be reduced;
- Reduced visible contrast of effluent when it enters the lower Niagara River; and
- Reduced generation of hydrogen sulfide and associated odors from the WWTP.

No change in wastewater effluent volume is anticipated as a result of the proposed Project.

Applicant Name:

Dr. Abderrahman Zehraoui
Executive Director
Niagara Falls Water Board
5815 Buffalo Ave
Niagara Falls, NY 14304
Tel: 716.283.9770
Email: azehraoui@nfwb.org

Questions

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?

NO.

2. Does the proposed action require a permit, approval or funding from any other government Agency?

YES.

Permits anticipated to be required include NYS Department of Environmental Conservation (NYSDEC): State Pollutant Discharge Elimination System (SPDES)

Funding source anticipated: NYS Environmental Facilities Corporation (NYSEFC)

3. Total Acreage

Property lot is 30 acres in size, completely owned by the applicant. Approximately 9 acres of the property will be disturbed by the proposed Project.

4. Land Use

The property and adjacent parcels are chiefly urban and industrial land uses. Parcels are either used for industrial or storage purposes. Exceptions include New Hope Baptist Church [Parcel 159.55-1-30] on the far side of Buffalo Ave from the Project Area, which is used as a homeless shelter and food pantry. The Niagara Scenic Parkway (NY State Rt. 957A; formerly Robert Moses State Pkwy) runs to the south of the property, on the far side of which is a paved river walk trail, owned by The Power Authority of New York [Parcel 130.13-1-63] adjoining Niagara Falls State Park. See full list of adjacent property owners in Attachment B.

5. Is the proposed action,

a. A permitted use under the zoning regulations?

YES.

b. Consistent with the adopted comprehensive plan?

YES.

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?

YES. Project is an industrial use on a site currently utilized for this purpose and will not create a significant change to the aspects (including aesthetic quality) of the landscape. Construction will not impact the character of the built or natural landscape.

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?

NO. Investigation of the NYSDEC Environmental Resource Mapper does not identify that the Project Area is within a Critical Environmental Area.

8. a. Will the proposed action result in a substantial increase in traffic above present levels?

NO. There is anticipated to be a nominal increase in traffic during construction for vehicles involved in delivery of materials, removal of debris, and transport of workers.

During operation, there will be net decrease in traffic in the area due to reduction of tanker trucks transporting chemicals for treatment of wastewater, due to reduction in demand for chemicals. Tanker truck traffic will be reduced from five trucks per day to approximately five trucks per week.

b. Are public transportation services available at or near the site of the proposed action?

YES. Multiple bus lines administered by Niagara Frontier Transportation Authority serve public roadways within 0.5 miles of the property. There are no bus lines on Buffalo Ave.

c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?

YES. While the Project Area does not have public access, the entrance to the property on Buffalo Avenue has pedestrian sidewalk and bike lane access.

9. Does the proposed action meet or exceed the state energy code requirements?

YES.

If the proposed action will exceed requirements, describe design features and technologies:

Heating, ventilation, air conditioning, and lighting in the new treatment building will be designed to meet all applicable codes. Aeration technology will utilize energy efficient blowers.

10. Will the proposed action connect to an existing public/private water supply?

YES. The proposed Project will be a part of the existing wastewater treatment plant, and will draw all freshwater needs from the municipal NFWB drinking water system. No change in the amount of potable water use is anticipated due to the proposed Project.

11. Will the proposed action connect to existing wastewater utilities?

YES. The proposed Project will be a modification to existing wastewater treatment plant, the NFWB WWTP. The proposed Project will result in no change to the existing wastewater utility network, processing volume capacity, or quantity of effluent.

12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?

YES. The Project has received a preliminary determination of No Adverse Effect from NY State Historic Preservation Office (SHPO) based on review of available materials. See Attachment C-1 for consultation letter of June 13, 2023. Consultation is ongoing as design process progresses.

b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?

YES. See Attachment C-2 for information on archaeological resources on and in the vicinity of the project site. It is also noted that the June 13, 2023 SHPO response letter did not include an opinion by a SHPO staff archaeologist as to the archaeological sensitivity, or potential for encountering significant archaeological resources, on the project site.

13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state, or local agency?

YES. Waters and possible freshwater wetlands associated with the nearby Niagara River (NWI: riverine, lower perennial, unconsolidated bottom) - the waters of which reach approximately 200 feet from the property (See Attachment A - Vicinity Map). All wetlands & open water are on the far side of the impervious surfaces of the Niagara Scenic Parkway. There are no indications of wetlands or waterbodies within 150 feet of the proposed action.

b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?

NO. See response to 13.a.

14. Identify the typical habitat types that occur on, or are likely to be found on the project site

Urban. Proposed project will impact existing structures and adjacent areas of paving, mown turf, and margin.

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?

NO. NYSDEC Environmental Resource Mapper indicated no species or habitats occurring on the property.

16. Is the project site located in the 100-year flood plan?

NO.

17. Will the proposed action create storm water discharge, either from point or non-point sources?

YES. Proposed Project will include grading and construction.

a. Will storm water discharges flow to adjacent properties?

NO.

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

YES. Existing WWTP is serviced by storm sewers. New facilities will connect to these same storm sewers.

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?

NO.

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

NO.

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

YES. NYSDEC Environmental Site Remediation Database identified two adjoining properties that are the subject of remediation:

1001 Buffalo Ave [Site Code: C932182] is a remediation site immediately to the west of the Project site. This site is listed in the Environmental Site Remediation Database as being under the Brownfield Cleanup Program [Classification: A] for elevated polycyclic aromatic hydrocarbons (PAHs) and metals (some of which exceed Industrial SCOs) likely related to fill material of unknown origin that was brought to the Site to fill in the former log pond. Site is currently under review. Site is owned by The Papermill LLC. The proposed action will not enter this parcel.

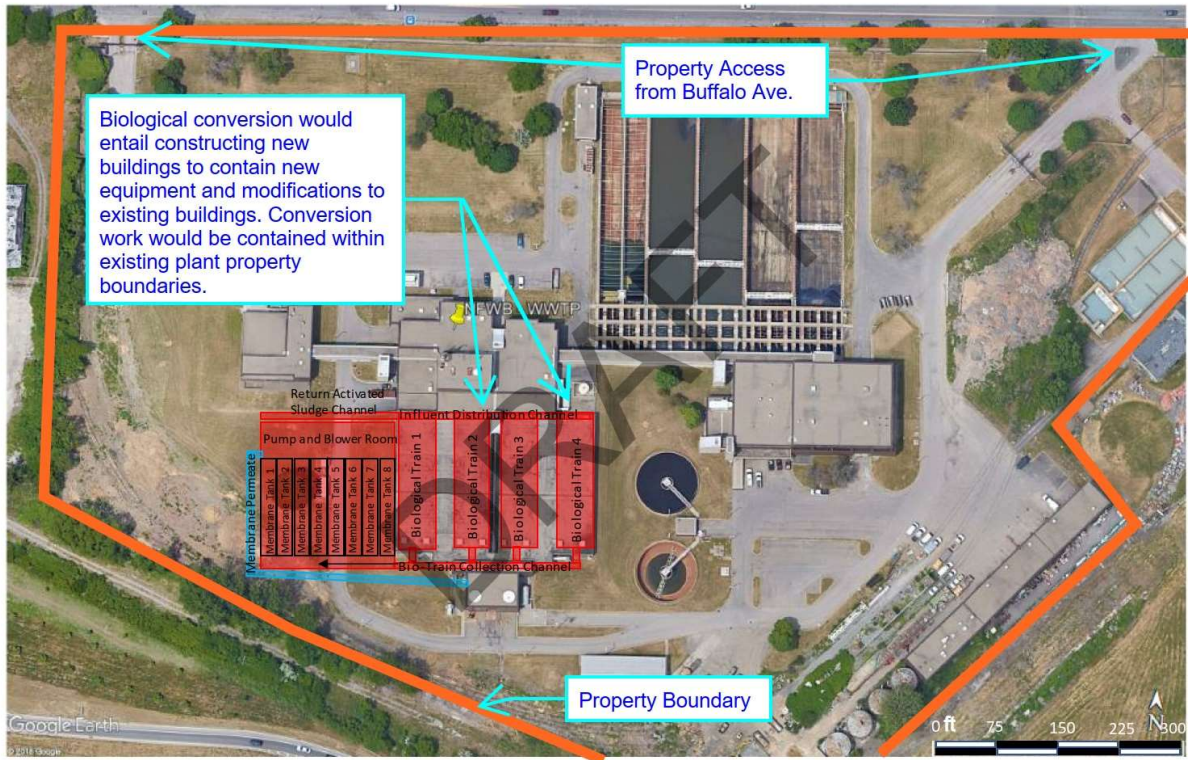
Adams Generating Plant [Site Code: 932079] is a remediation site immediately to the east of the Project site. The site is listed in the Environmental Site Remediation Database as being under the State Superfund Program [Classification: N]. The site is contaminated by unknown contaminants due to incinerator residue, construction debris, and fill soil. No hazardous waste was documented to have been disposed at this site. Site is owned by City of Niagara Falls. The proposed action will not enter this parcel.

Location of both remediation sites are shown in the Vicinity Map included in Attachment A.

Source: <https://www.dec.ny.gov/cfm/externalapps/derexternal/index.cfm?pageid=3>

ATTACHMENT A

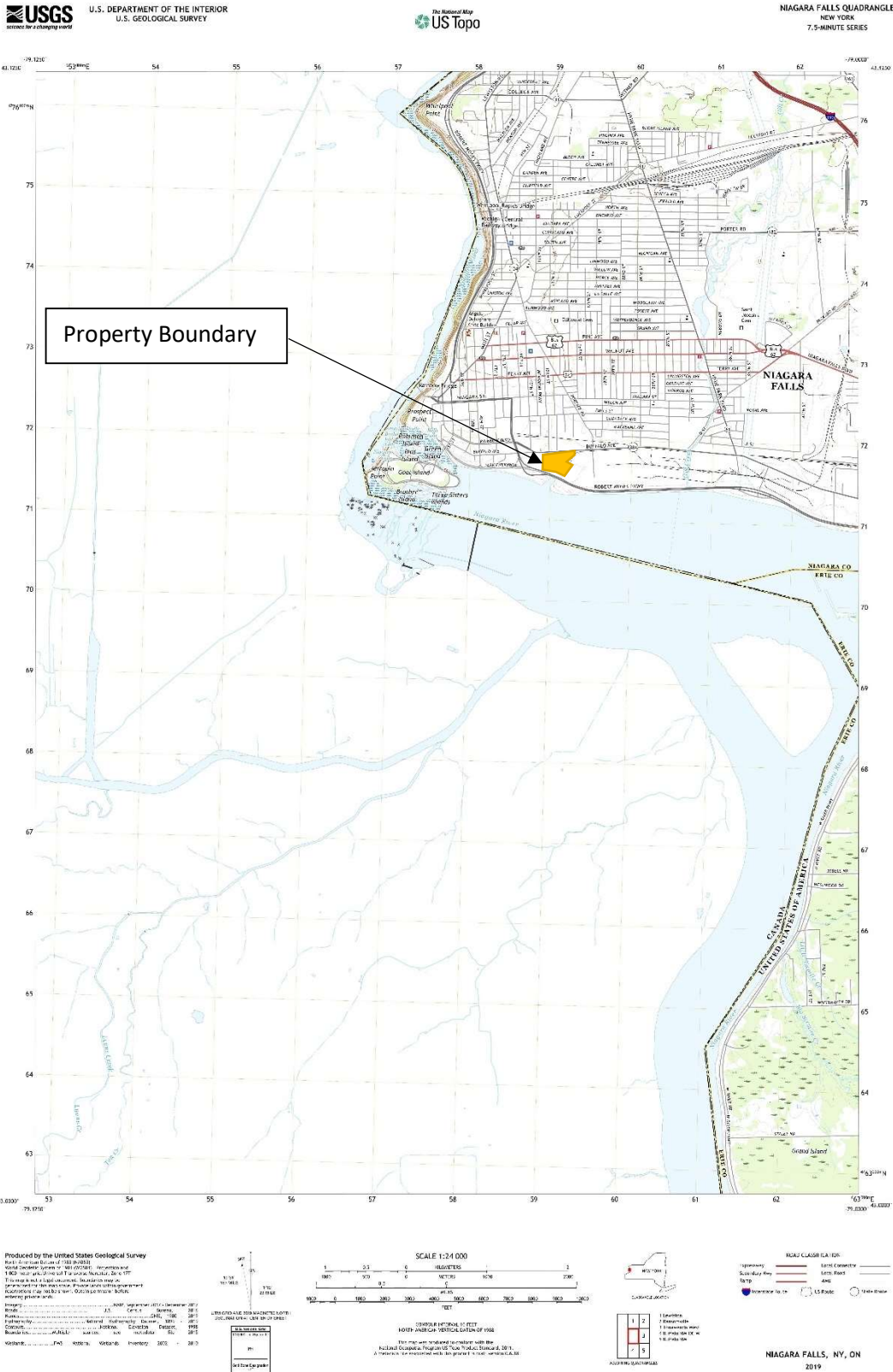
PROJECT MAPS



Preliminary Site Plan and General Arrangement



Vicinity Map, Showing Adjacent Features (source: Google Earth)

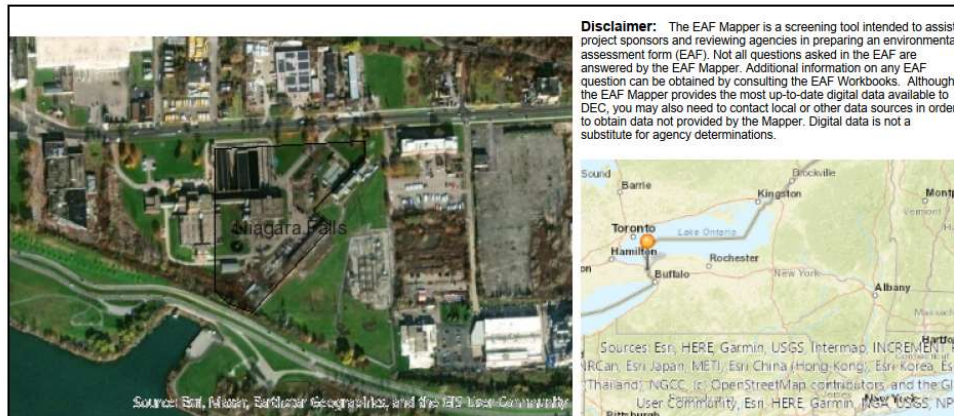


USGS Niagara Falls Quadrangle Map

Prepared for NFWB

EAF Mapper Summary Report East Parcel 159.14-2-1

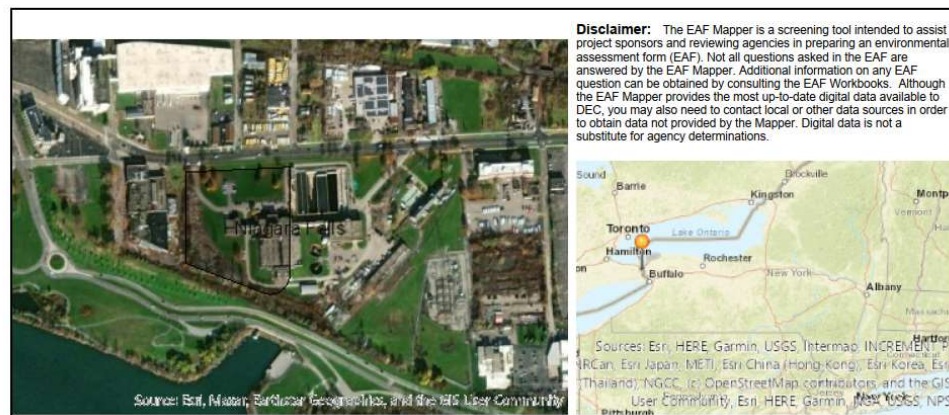
Tuesday, June 27, 2023 10:34 AM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

EAF Mapper Summary Report West Parcel 159.14-1-5

Tuesday, June 27, 2023 10:31 AM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

NYSDEC Environmental Resource Mapper Results for both parcels of NFWB WWTP Property

ATTACHMENT B

ADJACENT LANDOWNERS

Adjacent Landowners

Parcel; Owner; Description

130.13-1-63; The Power Authority of Niagara Falls; Walkway adjacent to Niagara Falls State Park (surrounding Niagara Scenic Parkway Right of Way)

159.10-2-3; The People of the State of NY; Motor Vehicle [1410 Buffalo Ave]

159.10-2-4 to 7; The People of the State of NY; Benevolent and Moral Associations [Community Missions] [1570 Buffalo Ave]

159.14-1-3; Niagara Mohawk Power Corp; Public utility vacant land

159.14-1-4; The Papermill LLC; Manufacturing and processing – abandoned building [1001 Buffalo Ave]

159.14-2-2.1; Niagara Mohawk Power Corp; Electric transmission improvement

159.14-2-2.2; Fontanarosa Peter; Other storage warehouse and distribution [Adams Power Plant Transformer House]

159.55-1-1, 159.55-1-32 to 36; 126NFR Gateway, LLC; Storage/Warehouse [126 Memorial Pkwy]

159.55-1-37; Eleventh St Properties LLC; Downtown row type [1102 Buffalo Ave]

159.55-1-30 & 31; New Hope Baptist Church; Religious [1122 Buffalo Ave]

159.55-1-6 to 12; Niagara Falls Coach Lines, Inc; Parking Lot

159.55-2-5 & 6; Eleventh St Properties, LLC; Vacant Land & Abandoned building (Restaurant) [1300 Buffalo Ave]

Source: <https://niagara-county.maps.arcgis.com/>

ATTACHMENT C

CULTURAL RESOURCES

Attachment C-1

NY SHPO CONSULTATION LETTER **of June 13, 2023**

**New York State
Parks, Recreation and
Historic Preservation**KATHY HOCHUL
GovernorERIK KULLESEID
Commissioner

June 13, 2023

Abderrahman Zehraoui
Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Re: NYSEFC
Wastewater Treatment Facility Biological Conversion Design
1200 Buffalo Ave, Niagara Falls, NY 14303
23PR04298

Dear Abderrahman Zehraoui:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the provided documentation in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8).

The proposed project location is directly adjacent to the Adams Power Plant Transformer House property, which is a National Historic Landmark (NHL). We note that the Niagara Falls Water Board Wastewater Treatment Facility is not eligible for listing in the State and National Registers of Historic Places. However, any work proposed at the facility must consider potential effects to the NHL Adams Power Plant. We understand that design drawings and site plans will not be available until funding for the project is made available. Based upon our review, it is the SHPO's opinion that the project would have No Adverse Effect on historic resources, provided the following conditions can be met:

1. Facility updates and new construction must be consistent with the character of the Adams Power Plant property. It must not physically or visually impact the adjacent property.
2. Consultation with our office must continue, in order to ensure the proposed work will not impact the NHL. When available, a detailed scope of work, site plans and drawings must be provided to our office for review and approval, preliminary and pre-final sets are preferred.
3. If this condition cannot be met, consultation with our office must resume.

New York State Office of Parks, Recreation and Historic Preservation
Division for Historic Preservation, Peebles Island, PO Box 189, Waterford, New York 12186-0189
(518) 237-8643 • <https://parks.ny.gov/shpo>

We request the additional information for continued consultation be provided via our Cultural Resource Information System (CRIS) at <https://parks.ny.gov/shpo/online-tools/>. Once on the CRIS site, you can log in as a guest and choose "submit" at the very top menu. Next choose "submit new information for an existing project." You will need the project number and your e-mail address. If you have any questions, I am best reached by email.

Sincerely,



Derek Rohde
Historic Site Restoration Coordinator
518-275-5745 | Derek.Rohde@parks.ny.gov

Attachment C-2

ARCHAEOLOGICAL AND HISTORIC ARCHITECTURAL RESOURCES

Cultural Resources

This Project, Conversion and Modification of Wastewater Treatment Plant to Membrane Bioreactor (MBR) Treatment Plant, is being undertaken by the Niagara Falls Water Board (NFWB) at the Wastewater Treatment Plant (WWTP) at 1201 Buffalo Avenue in the City of Niagara Falls, Niagara County, New York. The WWTP was built in the 1970s and became operational in 1977. This EAF is being prepared for this Project in accordance with federal and state historic preservation/environmental review regulations. At the federal level, federal funding obtained via the New York State Environmental Facilities Corporation (NYSEFC) grant triggers compliance with Section 106 of the National Historic Preservation Act (NHPA). In addition, this EAF must comply with state regulations, including New York's State Environmental Quality Review Act (SEQR).

Regulatory Framework

The federal and state regulatory framework for historic and cultural resources is described below.

Federal Regulations

The NHPA of 1966 was enacted to integrate consideration of cultural resources into the early stages of projects that are funded, licensed, or permitted by the federal government, collectively, an "undertaking." Under Section 106 of NHPA (54 USC 306108), prior to execution of a project, a federal agency or federally, licensed, permitted, or funded agency is required to consider the project's impact on historic properties, including any prehistoric or historic district, site, building, structure, or object that is included in, or eligible for inclusion in, the National Register of Historic Places (National Register). To qualify for inclusion in the National Register, cultural resources must be over 50 years old, retain integrity, and possess significance according to the four National Register criteria (i.e., A – Event; B – Person; C – Design/Construction; D – Information Potential).

Implementing regulations for Section 106, established by the Advisory Council on Historic Preservation (ACHP) (36 CFR Part 800), require that lead federal agencies consider the direct, indirect, and cumulative effects of their actions on any National Register-listed and/or National Register-eligible archaeological and historic architectural resources that have been previously identified within the Area of Potential Effects (APE), or identified within the APE as part of the Section 106 process.

All documents required under Section 106 are prepared and provided to the New York State Historic Preservation Office (SHPO) for review and concurrence. Under Section 106, if adverse effects to National Register-listed and/or National Register-eligible resources occur because of the undertaking, the regulation requires that lead federal agencies work toward resolving adverse effects and document that alternatives to avoid or minimize impacts have been considered. If adverse effects cannot be avoided, these agencies collaborate with the SHPO, other consulting parties, and the ACHP if they wish to participate, to develop and implement measures to mitigate such effects.

New York State Regulations

At the state level, SEQR requires all state and local government agencies to consider environmental impacts equally with social and economic factors during discretionary decision-making. The involved agencies must assess the environmental significance of all actions that they have discretion to approve, fund, or directly undertake.

Section 14.09 of the New York State Historic Preservation Act (SHPA) was passed in 1980 as a counterpart to the federal NHPA of 1966 and declares historic preservation to be the public policy of, and in the public interest of, the state. The SHPA created the State Register, the official list of resources significant in the history, architecture, archaeology or culture of the state, its communities, or the nation. The SHPA requires State agencies to consult with the commissioner if it appears that any project which is being planned may or will cause any change, beneficial or adverse, in the quality of any historic, architectural, archaeological, or cultural property that is listed on the National Register or property listed on the State Register or that is determined by the commissioner to be eligible for listing on the State Register of Historic Places. It requires State agencies, to the fullest extent practicable, consistent with other provisions of the law, to avoid or mitigate adverse impacts to such properties, to fully explore all feasible and prudent alternatives, and to give due consideration to feasible and prudent plans which would avoid or mitigate adverse impacts to such property. It establishes agency preservation officers for the purpose of implementing these provisions.

SHPO Consultation

On May 30, 2023, NFWB initiated consultation with SHPO regarding the proposed biological conversion design for the Niagara Falls WWTP at 1200 Buffalo Avenue in the City of Niagara Falls, New York. The undertaking is related to a grant application that NFWB submitted in June 2023 to NYSEF to secure funding to develop design documents to convert the WWTP to the Membrane Bioreactor (MBR) process, a biological treatment process that is the most prevalent process for these facilities. In its consultation request, NFWB indicated that construction of the WWTP in the 1970s, and subsequent upgrades and maintenance projects have resulted in prior ground disturbance.

On June 13, 2023, SHPO replied via letter to NFWB pursuant to Section 106 of NHPA and SEQRA. In its letter, SHPO noted that the Niagara Falls WWTP is not eligible for listing in the State and National Registers of Historic Places (National Register). SHPO also noted that the project location is directly adjacent to the National Historic Landmark (NHL)/National Register-listed Adams Power Plant Transformer House and requested that any proposed work consider potential effects to the NHL Transformer House as designs are developed. Therefore, SHPO opined that the Project would have No Adverse Effect provided the following conditions are met:

1. Facility updates and new construction must be consistent with the character of the Adams Power Plant property. It must not physically or visually impact the adjacent property.
2. Consultation with our office must continue, in order to ensure the proposed work will not impact the NHL. When available, a detailed scope of work, site plans and drawings must be provided to our office for review and approval, preliminary and pre-final sets are preferred.
3. If this condition cannot be met, consultation with SHPO must resume (Rodhe, June 13, 2023).

SHPO did not address archaeological resources issues in its letter. A copy of the letter is included in Attachment C-1.

Affected Environment

An initial step in assessing the potential impacts to historic resources is to determine the area of potential effects (APE). Section 106 defines the APE as “the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if such properties exist” (36 CFR §800.16[d]). Section 14.09 refers to this as the project impact area. For purposes of this document, all such areas will be referred to as APEs. The APE is influenced by the scale and nature of an undertaking and may vary for different kinds of effects caused by the undertaking.

Proposed Archaeological and Historic Architectural APEs have been delineated to take into account potential direct effects of the Proposed Project on archaeological resources, and potential direct and indirect effects of the Proposed Project on historic architectural resources. The APEs have been delineated to facilitate future consultation with SHPO as the project design plans are developed. Both APEs are described below.

Archaeological Area of Potential Effects

Archaeological resources are subject to direct effects caused by subsurface disturbances to previously undisturbed soils or minimally disturbed soils associated with the execution of project actions. The Archaeological APE includes two components: the horizontal APE, which is the footprint of proposed ground disturbance; and the vertical APE, which is considered as the depth to which the proposed ground disturbance is anticipated to extend.

As stated above, the June 13, 2023 SHPO response letter did not include an opinion by a SHPO staff archaeologist regarding the archaeological sensitivity, or the potential for encountering significant archaeological resources, on the project area.

Archaeological Resources

Per Section 106 and SEQRA guidelines, a search for previously identified archaeological sites on and in the vicinity of the Niagara Falls WWTP project area was conducted. A desktop search for previously identified archaeological sites registered with SHPO and the New York State Museum (NYSM) within the archaeological APE and the defined search radius surrounding the project area has been conducted on the SHPO's Cultural Resources Information Services (CRIS) website. Given the urban nature of the project area vicinity, the search radius for prehistoric and historic sites was a one-quarter mile radius around the project area boundary.

The results of the CRIS search indicated that an Area of Archaeological Sensitivity surrounding a previously identified historic site are located on the Niagara Falls WWTP project area. Site 06340.000006 is the location of the former Edward Dean Adams Power Plant. The National Register status of this site is listed as Undetermined. The Area of Archaeological Sensitivity extends for approximately 500-feet around the depicted site location in the northeast portion of the Niagara Falls WWTP project area.

In addition, there are three historic resources located within the one-quarter mile search area surrounding the project area. There is an Area of Archaeological Sensitivity surrounding the three locations, which extends slightly into the northwestern corner of the project area. Site 06340.000007 is the location of Fort Little Niagara (Fort Schlosser), located approximately 275-feet to the west. This site consists of a masonry chimney, which was originally part of a fort barracks constructed by the French during their occupation of the area during the early 18th century. The French burned the fort during the 1750s to keep it out of British hands. The British rebuilt the fort incorporating the standing chimney. The structure was later used as a dwelling. The chimney has been moved twice due to industrial expansion. The National Register status of this historic site is listed as Undetermined. It is noted that there is a National Register-eligible structure known as the Old Stone Chimney, Site 06340.000032, also located approximately 275-feet to the west. This structure is depicted in the same location as historic site location 06340.000007, discussed above. The two separate designations likely refer to the location as having an underground archaeological sensitivity component as well as above ground structural remains.

The third resource is Site 06340.001984, named the Public Restroom Historic Site, located 505-feet to the west. CRIS indicates this resource is not National Register-eligible. No site inventory form was available to download in CRIS.

Prior Surveys

The CRIS system also depicts the boundaries of previously completed cultural resource surveys on or in the vicinity of the Niagara Falls WWTP project area. Should additional research be requested through continued consultation with SHPO, these reports will be reviewed for relevant data on the history and development of the project area and vicinity. The surveys in proximity to the Niagara Falls WWTP are as follows:

PanAmerican Consultants, Inc.

2010 *Phase IA Cultural Resources Investigation for the Robert Moses State Parkway, South Segment, City of Niagara Falls, Niagara County, New York (PIN 5410.54).* Prepared for: Hatch Mott MacDonald. Prepared by: Frank J. Schiepati, Ph.D.

New York State Museum Anthropological Survey

2009 *Archaeological and Architectural Reconnaissance Survey, PIN 5460.32.121, Improvements to Rainbow Boulevard, City of Niagara Falls, Niagara County, New York.* Prepared for: The University of the State of New York, the New York State Education Department. Prepared by: Douglas J. Perrelli, Ph.D., Archaeological Survey Reports, SUNY Buffalo, Volume 41, Number 19.

New York Office of Parks, Recreation and Historic Preservation (OPRHP)

1983 *The Niagara Reservation, Archaeological and Historic Resource Survey.* Prepared by: Stuart D. Scott and Patricia Kay Scott, OPRHP Historic Sites Bureau.

Historic Architectural Area of Potential Effects

The Historic Architectural APE includes all areas where the action may cause changes to land or structures and their uses, including the area of ground disturbance caused by the action, and locations from which elements of the undertaking may be visible. NFWB's consultation with SHPO indicates that the Historic Architectural APE for the Conversion and Modification of Wastewater Treatment Plant to Membrane Bioreactor (MBR) Treatment Plant Project encompasses the WWTP property itself and the adjacent approximately 1.5-acre NHL/National Register-listed Adams Power Plant Transformer House. **Figure C.1** depicts the Historic Architectural APE.

Known Historic Architectural Resources Within Historic Architectural Area of Potential Effect

One historic architectural resource is situated in the APE, the NHL/National Register-listed Adams Power Plant Transformer House. The resource is described below.

The Adams Power Plant Transformer House was built in 1895 and is the only surviving structure of a hydroelectric facility that has been called “the birthplace of the modern hydroelectric power station”(National Park Service, 2005).



Figure C.1 – Historic Architectural Resources

Because it was considered the world's first large-scale alternating current (AC) hydroelectric facility. The plant was built by Edward Dean Adams, president of the Cataract Construction Company, and the buildings were designed by New York City-based architectural firm, McKim, Mead and White, one of the most prestigious architectural firms working in the United States at the turn of the 20th century. The project was supported by New York City-based tycoons, J.P. Morgan and John Jacob Astor, who saw the potential of a facility in Niagara Falls to generate and transmit electricity over long distances (Szczepanec and LaChiusa, 2005).

Upon completion in 1895, the power plant, originally known as Niagara Power Station No. 1, included Powerhouse No. 1, Transformer House, underground discharge tunnel, and an inlet canal. It was operated by the Niagara Falls Power Company. By 1903, Powerhouse No 2 was erected on the parcel. Powerhouses No. 1 and No. 2 generated power until 1926 when they were put on standby service, prompted by the construction of Schoellkopf Station 3-C (Szczepanec and LaChiusa, 2005).

The complex operated until 1961 when it was taken out of service and supplanted by the Robert Moses Niagara Power Plant. By 1964, Powerhouses No. 1 and No. 2 were demolished, and the inlet canal was filled, leaving behind the Transformer House as the only building on the parcel (Leary, September 1976; Ben, et al., 2022).

The National Register Nomination Form, completed in 1978, describes the Transformer House as follows:

"The limestone [one-and-a-half story] Transformer House rests on foundations of the same material and features a beltcourse which girds the building at window-sill level. Basically the building consists of a rectangular-shaped main block, measuring approximately 40 by 180 feet, and two small wings which project from the southeast facade. Exterior ornamentation is provided chiefly by wall, window, door, and roof treatments. On the northwest and southeast facades and the southwest end, stone pilasters rise uninterruptedly from the belt-course to a heavy stone cornice at the roofline and flank the segmentally arched window surrounds with their multipaned wood sash windows. The unpilastered wall on the northeast end features a double wood door with T-hinges, set in a segmentally arched opening and flanked on either side by single windows set in rectangular surrounds. A smaller door provides access through the southwest end. Along its roofline, the edifice exhibits a heavy boxed stone cornice and triangular-shaped pediments pierced by single porthole windows. The building is capped with a slate-covered gable roof featuring copper ridge poles.

Inside, the structure appears to have undergone little alteration except for the removal of its original transforming equipment. The brick-lined walls are an original feature as are portions of the floor which are constructed of stone blocks. Also believed to be original are the porcelain insulators for the "getaways" on the southeast side of the building and an overhead crane, currently utilized by the present tenant." (Christian and Gardner, September 1978).

The Transformer House was listed in the National Register in 1975, and declared a NHL in 1983 (Ben, et al., 2022). It was also documented by the Historic American Engineering Record (HAER) in 1976 (Leary, September 1976). The Transformer House is significant as a turn-of-the-20th-century industrial building designed by McKim, Mead and White as the first large-scale AC hydroelectric facility in the world.

Environmental Effects

The Project entails modifications to the existing granular activated carbon (GAC) filters at the Niagara Falls WWTP to allow for the operation of a biological activated sludge process and addition of a membrane solids separation system. The modifications to the GAC filter beds, i.e., removal of influent/backwash effluent channels, will allow for the volumes needed to maintain design hydraulic retention times (HRTs). The modified GAC filter beds will be used for the activated sludge process; however, additional tankage is necessary for the membrane solids separation process. Membrane tanks will be constructed to the south of the Administration Building, adjacent to the existing GAC filter bed structure, and hydraulically connected with influent and effluent channels/pipes.

The activated sludge process will take advantage of the existing GAC filter bed tankage and create four (4) biological treatment trains in the current location of the existing Carbon Building. The GAC filter tanks will be modified so that the seven (7) tanks per train will be hydraulically connected and operate in series. Influent and effluent distribution channels/piping will need to be evaluated for spacing and connections within the existing GAC filter bed structure.

Effluent from the existing primary treatment process will be pumped to the influent distribution channel that will flow into the four (4) biological treatment trains. The existing intermediate pump station and piping will be used to convey the

primary effluent to the biological treatment train influent channel where it will combine and mix with the return activated sludge (RAS) before flowing into the biological reactors. The influent distribution channel will be configured to include a portion of the first cell in each treatment train. Pipe/channel, isolation gates and pass-through modifications will need to be made so that the influent distribution channel can hydraulically connect across each treatment trains and so that treatment trains can be isolated, as need. The external influent and effluent distribution channels connecting the biological trains will be equipped with aeration diffusers to provide additional treatment volume, prevent settling of mixed liquor, and minimize odors.

The biological treatment trains in the modified GAC filter beds will be equipped with aeration and mechanical mixers. Effluent from the biological reactors will flow to a common collection channel/pipe and convey the activated sludge to the membrane tanks. It is proposed to use a portion of the existing effluent/backwash channel located at the end of the GAC filter structure and modify it to collect and convey the biological activated sludge to the new membrane tanks. The collection channel/pipe will hydraulically connect the biological trains to all the membrane trains.

Although use of the existing GAC filter structure reduces the amount of new infrastructure needed, additional tankage and space are needed for the membrane process, including system blowers, pumps, and conveyance to and from the membrane tanks.

New membrane tanks and ancillary Pump and Blower Room building will be constructed adjacent to the existing Carbon Building, in the current location of roads, lawn, and the existing Laboratory and Waste Storage Rooms. The proposed membrane tank will be configured with eight (8) membrane trains, each designed to hold thirty-six (36) cassettes. Initially, it is proposed that thirty cassettes are installed providing six (6) spare spaces for any flux correction.

The Project also includes the use of permeate pumping. It is proposed that the membrane permeate pipe(s) tie into the downstream side of the last discharge weir located in the existing Odor Control Building. This approach will take advantage of the existing 6-foot effluent pipe that connects with the existing Chlorine Contact Tank (CCT) and the effluent disinfectant addition points. Also, the WWTP water system is located within the vicinity of this wet well which will minimize the system modifications to connect the MBR-treated effluent with the existing plant water piping.

As SHPO indicated in its June 13, 2023 letter, the agency indicated that the Project would have No Adverse Effect provided, in part, that “facility updates and new construction must be consistent with the character of the Adams Power Plant property [and] must not physically or visually impact the adjacent property.” Alteration of the Niagara Falls WWTP will occur immediately west of the approximately 1.5-acre NHL/National Register-listed Adams Power Plant Transformer House. The one-and-a-half story, high-bay building was designed by McKim, Mead and White, and is constructed of quarry-faced ashlar masonry. It is capped by a gable roof with two intersecting gable sections. Historic character-defining features include the segmental-arched, double-door entrance with flanking flat-arched openings topped by blind roundels. Pedimented gable ends are illuminated by oculus windows. Side facades include project bays and pilasters that flank large arched openings, topped by recessed spandrels. The building also has a belt course, impost banding, and a molded cornice.

In accordance with SHPO’s request, designs for the MBR alterations of the Niagara Falls WWTP must be provided to the agency to ensure that they are historically sensitive to the adjacent NHL, and support SHPO’s initial No Adverse Effect finding. Possible context-sensitive design concepts may include new buildings constructed of compatible materials with massing and arrangement appropriate to the WWTP’s historically significant neighboring property.

References Cited

Ben, M. *et al.* 2022. “Adams Power Plant Transformer House.” Clio: Your Guide to History. July 26, 2022. Available at <https://theclio.com/entry/154629> Accessed June 30, 2023.

Christian, R. and J. Gardner. 1978. National Register of Historic Places Inventory Form: Adams Power Plant Transformer House. September.

Leary, T. 1976. HAER Inventory: Adams Station Transformer House. September 16.

National Park Service. 2005. *Niagara National Heritage Area Study Report*.

Szczepanec, R., and C. LaChiusa. 2005. Buffalo as an Architectural Museum, Niagara Falls Power Co./Edward Dean Adams Power Station. Available at <https://www.buffaloah.com/a/nf/adams/index.html> Accessed June 30, 2023.

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**AUTHORIZING APPLICATION TO ENVIRONMENTAL FACILITIES
CORPORATION FOR WATER INFRASTRUCTURE IMPROVEMENT ACT,
BIPARTISAN INFRASTRUCTURE LAW, AND WATER QUALITY IMPROVEMENT
PROJECT GRANTS AND FUNDING TO BE USED FOR WASTEWATER
TREATMENT PLANT BIOLOGICAL CONVERSION WORK**

WHEREAS, the Niagara Falls Water Board (“Water Board”) is seeking approximately \$250 million in funding for the anticipated cost to convert its wastewater treatment plant (“WWTP”) from a costly, inefficient, maintenance-intensive, and failure-prone physical/chemical treatment process to a biological treatment process, which is the appropriate treatment technology for the wastewater received at the plant and can consistently meet expected effluent permit limits; and

WHEREAS, SEQR review of the proposed WWTP conversion project has been completed and a negative declaration has been issued by the Water Board as evidenced by a separate Board resolution; and

WHEREAS, the Water Board seeks to obtain a portion of the necessary funding for the project through funds administered by the Environmental Facilities Corporation (“EFC”) and made available through the Water Infrastructure Improvement Act (“WIIA”) and Bipartisan Infrastructure Law (“BIL”); and

WHEREAS, EFC and the Department of Environmental Conservation (“DEC”) previously informed the Water Board that the Intended Use Plan listing of \$234,600,000 under project C9-6603-15-01 can be divided into two part in sums of \$100 million and \$134 million, and accordingly by way of this Resolution the Water Board is authorizing an application for \$100 million in work related to the wastewater treatment plant conversion to the WIIA and BIL funding programs, for possible grant award of up to \$25 million per application or a total of \$50 million, and the Water Board further will apply for subsidized financing for the balance of the \$100 million not covered by other grants; and

WHEREAS, the Water Quality Improvement Project (“WQIP”) grant program offers grant funding up to \$10 million for clean water projects, and by way of this Resolution the Water Board also is authorizing an application for \$10 million in WQIP grant funding for the WWTP conversion project;

NOW, THEREFORE, BE IT

RESOLVED, that the Water Board hereby authorizes the preparation and submittal to EFC of such applications and other documents as may be required to seek \$25 million in WIIA grant funds, \$25 million in BIL grant funds, and subsidized financing for the remainder of the \$100 million project costs for the WWTP biological conversion that are the subject of this Resolution which are not funded through other grants; and

IT IS FURTHER RESOLVED, that the Water Board hereby authorizes the preparation and submittal of an application for \$10 million in WQIP grant funds for the \$100 million project costs for the WWTP biological conversion that are the subject of this Resolution; and

IT IS FURTHER RESOLVED, that the Water Board hereby authorizes and designates CPL, engineers, as its Authorized Representative for the purpose of submitting the grant and financing applications and documentation required to apply for the WIIA, BIL, and WQIP funding described herein, and the Executive Director is authorized to execute any documents necessary to complete applications for and to accept the grants and financing described herein; and

IT IS FURTHER RESOLVED, to the extent required to apply for the grant funding described herein, the Water Board authorizes and obligates matching funds.

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 August 10, 2023, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2023-08-005

**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 FOR
CALUMET AVENUE 48-INCH BRICK SEWER REHABILITATION**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has determined that it is appropriate to apply for grant funding to assist in the financing of various capital projects scheduled or estimated for completion within the next year; and

WHEREAS, as authorized by the New York State Water Infrastructure Improvement Act (“WIIA”), the Environmental Facilities Corporation (“EFC”) has been empowered to provide funds to assist in the carrying out of water quality infrastructure projects; and

WHEREAS, the following project as noted on the Water Board’s Capital Improvement Plan has been identified as eligible for grant funding via the WIIA: Capital Improvement Plan Item S 7.1, Large Sewer Main and Tunnel Repairs – Calumet Avenue 48-inch Brick Sewer Rehabilitation; and

WHEREAS, the estimated total cost of the above project is \$650,000; and

WHEREAS, as the maximum WIIA grant amount available for the project is 25% of the total project costs; and

WHEREAS 25% of total project costs is \$162,500, and to assist with financing the project the Water Board seeks a long-term loan from the EFC for the amount of the project cost above \$162,500 and also seeks an EFC short-term loan for the entire project cost; and

WHEREAS, in order to be eligible for the grant funds it seeks, the Water Board must obligate funds in an amount equal to the difference between the WIIA grant and the total project cost; and

WHEREAS, pursuant to the requirements of the State Environmental Quality Review Act (“SEQR”), the Water Board must consider pursuant to criteria set forth in SEQR the environmental implications of the project described above; and

WHEREAS, the Water Board intends to declare itself as the Lead Agency for the SEQR review of the project; and

WHEREAS, certain actions are classified under SEQR as Type II actions; and

WHEREAS, Type II actions are those actions, or classes of actions, which have been found categorically not to have significant adverse impacts on the environment, or actions that have been statutorily exempted from SEQR review, and Type II actions do not require preparation of an Environmental Assessment Form, a negative or positive declaration, or an Environmental Impact Statement; and

WHEREAS, Type II actions do not require any further SEQR review; and

WHEREAS, the Water Board has considered the project described above, and finds that the project constitutes a Type II action that is not subject to review under SEQR and therefore requires no further environmental review pursuant to the following subsections of 6 NYCRR § 617.5 (c) as it constitutes:

- (1) maintenance or repair involving no substantial changes in an existing structure or facility;
- (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part; or
- (6) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;

NOW, THEREFORE, BE IT

RESOLVED, that the Water Board hereby authorizes the preparation and submittal of a grant application for the following project to the Environmental Facilities Corporation: Capital Improvement Plan Item S 7.1, Large Sewer Main and Tunnel Repairs – Calumet Avenue 48-inch Brick Sewer Rehabilitation; and

IT IS FURTHER RESOLVED, that the Water Board hereby declares its intention to serve as the Lead Agency for the proposed action and will accordingly take such actions as may be required pursuant to such declaration; and

IT IS FURTHER RESOLVED, that the project described above hereby is determined to constitute a SEQR Type II Action as defined under the applicable regulations and does not require an environmental impact statement or any other determination or procedure; and

IT IS FURTHER RESOLVED, that the Water Board hereby authorizes and designates CPL, engineers, as its Authorized Representative for the purpose of applying for the grant herein described; and

IT IS FURTHER RESOLVED, that the Water Board authorizes and obligates funds in the amount of \$487,500 as its share of the total project cost above the WIIA grant of \$162,500; and

* CONTINUED ON NEXT PAGE *

IT IS FURTHER RESOLVED, that the Executive Director is authorized to execute any documents necessary to complete the WIIA grant application and financing and to accept the grant and financing on behalf of the Water Board if awarded.

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: S 7.1, Large Sewer Main and Tunnel Repairs

On August 10, 2023, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

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

Signed By:

Vote Witnessed By:

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2023-08-006

**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 FOR WATER SYSTEM IMPROVEMENTS**

WHEREAS, the Niagara Falls Water Board (the “Water Board”) has determined that it is appropriate to apply for grant funding to assist in the financing of various capital projects scheduled or estimated for completion within the next year; and

WHEREAS, as authorized by the New York State Water Infrastructure Improvement Act (“WIIA”), the Environmental Facilities Corporation (“EFC”) has been empowered to provide funds to assist in the carrying out of drinking water quality infrastructure projects; and

WHEREAS, on July 18, 2022, the Water Board approved Resolution 2022-07-004, authorizing a WIIA Grant Application, Obligating Local Matching Funds, Declaring Intent to Serve as SEQR Lead Agency, and making a SEQR Type II Determination for the following drinking water projects as noted on the Water Board’s Capital Improvement Plan:

Water system improvements for:

- W2.1 - Beech Avenue Water Storage Tank Replacement

Waterline and lead service replacement at:

- W13 - 81st Street Main - Frontier Avenue to Niagara Falls Boulevard
- W15 - College Terrace - Madison to College Avenue
- W24 - Rivershore Drive Main - S. 86th Street to 91st Street; and

WHEREAS, the estimated total cost of the above projects is \$7,785,000; and

WHEREAS, the Water Board was not awarded grant funding in connection with the 2022 application, though it was offered financing assistance which it respectfully declined in order to make this application for grant funds for the same projects in the 2023 grant cycle; and

WHEREAS, since the 2022 WIIA application, additional water system improvements as noted below have been identified and are to be included in the 2023 WIIA grant application:

Water Treatment Plant improvements for:

- WTP Roof Replacement
- WTP-6.1 Chlorine Scrubber
- WTP-3 Filter Vent Piping

Waterline and lead service replacement at:

- W24.1 - West Rivershore Drive watermain; and

WHEREAS, the estimated total cost of the above 2023 WIIA projects is \$7,455,000, which combined with 2022 WIIA project cost of \$7,785,000 now totals \$15,240,000; and

WHEREAS, as the 2023 maximum WIIA grant amount available for drinking water projects is capped at \$5,000,000, to assist with financing the projects listed above the Water Board seeks a long-term loan from the EFC for the amount of the project cost above \$5,000,000 and also seeks an EFC short-term loan for the entire project cost; and

WHEREAS, in order to be eligible for the grant funds it seeks, the Water Board must obligate funds in an amount equal to the difference between the maximum WIIA grant and the total project cost; and

WHEREAS, pursuant to the requirements of the State Environmental Quality Review Act (“SEQR”), the Water Board must consider pursuant to criteria set forth in SEQR the environmental implications of the projects described above; and

WHEREAS, the Water Board intends to declare itself as the Lead Agency for SEQR review of the projects; and

WHEREAS, certain actions are classified under SEQR as Type II actions; and

WHEREAS, Type II actions are those actions, or classes of actions, which have been found categorically not to have significant adverse impacts on the environment, or actions that have been statutorily exempted from SEQR review, and Type II actions do not require preparation of an Environmental Assessment Form, a negative or positive declaration, or an Environmental Impact Statement; and

WHEREAS, Type II actions do not require any further SEQR review; and

WHEREAS, the Water Board has considered the projects described above, and finds that the projects constitute Type II actions that are not subject to review under SEQR and therefore require no further environmental review as each of the projects is a Type II action pursuant to one or more of the following subsections of 6 NYCRR § 617.5 (c):

- (1) maintenance or repair involving no substantial changes in an existing structure or facility;
- (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part; or
- (6) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;

NOW, THEREFORE, BE IT

RESOLVED, that the Water Board hereby authorizes the preparation and submittal of a WIIA grant application for the following projects to the Environmental Facilities Corporation:

Water system improvements for:

- W2.1 - Beech Avenue Water Storage Tank Replacement

Waterline and lead service replacement at:

- W13 - 81st Street Main - Frontier Avenue to Niagara Falls Boulevard
- W15 - College Terrace - Madison to College Avenue
- W24 - Rivershore Drive Main - S. 86th Street to 91st Street
- W24.1 - West Rivershore Drive watermain

Water Treatment Plant improvements for:

- WTP Roof Replacement
- WTP-6.1 Chlorine Scrubber
- WTP-3 Filter Vent Piping; and

IT IS FURTHER RESOLVED, that the Water Board hereby declares its intention to serve as the Lead Agency for the proposed actions and will accordingly take such actions as may be required pursuant to such declaration; and

IT IS FURTHER RESOLVED, that the projects listed above hereby are determined to constitute SEQR Type II Actions as defined under the applicable regulations and do not require an environmental impact statement or any other determination or procedure; and

IT IS FURTHER RESOLVED, that the Water Board hereby authorizes and designates CPL, engineers, as its Authorized Representative for the purpose of applying for the grant herein described; and

* CONTINUED ON NEXT PAGE *

IT IS FURTHER RESOLVED, that the Water Board authorizes and obligates funds in the amount of \$10,240,000 as its share of the total project cost above the maximum WIIA grant of \$5,000,000.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

Capital Plan Items: WTP2.1, W13, W15, W24, W24.1, WTP Roof, WTP6.1, and WTP3

On August 10, 2023, 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