Table of Contents - NFWB Sept. 23, 2024 Business Meeting

1) September 23, 2024 NFWB Business Meeting Agenda	3
2) Draft July 22, 2024 NFWB Meeting Minutes	7
3) September 23, 2024 Personnel Actions	14
4) RESOLUTION 2024-09-001 - PROCUREMENT OF GRIT CYCLONE SCREW AND PARTS	
5) 2024-08-08 - Koester Quotation 0003048 for Grit Screw Parts	
6) RESOLUTION 2024-09-002 - RECONDITIONING MOTOR FOR WWTP INTERMEDIATE PUMP NO	
7) 2024-09-03 - Volland Proposal 24-2110 for Reconditioning of WWTP IP No. 2 Motor	
8) RESOLUTION 2024-09-003 - REFURBISHMENT OF WWTP INTERMEDIATE PUMP NO. 2	
······································	
9) 2024-07-26 - Siewert Proposal 72490 for Refurbishment of WWTP IP No. 2 Pump	20
10) RESOLUTION 2024-09-004 - PROCUREMENT OF WATER METERS	
11) 2024-09-09 - Ti-Sales Quotation QTE0072798 for Water Meters and Meter Components	29
12) RESOLUTION 2024-09-005 - AUTHORIZING ENGINEERING SERVICES FOR LASALLE SSES	
PHASES 2 AND 3	
13) Extracted Fee Proposal Page from Arcadis's December 2022 SSES Proposal	35
14) RESOLUTION 2024-09-006 - FINAL PAYMENT TO MOLEY INDUSTRIES FOR REBUILDING WI	ГР
HIGH LIFT PUMP NO. 2	37
15) 2024-06-30 - Invoice 33043 from Moley Magnetics, \$103,349.77	
16) 2024-08-29 - Invoice 33662 from Moley Magnetics, \$13,781.25	
17) 2024-08-30 - Invoice 33585 from Moley Magnetics, \$24,318.72	
18) RESOLUTION 2024-09-007 - PAYMENT FOR EMERGENCY 12 INCH COMBINED SEWER REPA	
2200 BLOCK OF PIERCE AVENUE	
19) 2024-09-12 - City Engineering Bid Tabulation for 12 Inch Combined Sewer Repair, 2200 Block of Pierce	
Ave	
20) RESOLUTION 2024-09-008 - CHANGE ORDER NO. 6 FOR WTP ROOF REPLACEMENT PROJEC	
21) 2024-08-30 - WTP Roof Change Order No. 006, for Guard Post and Sludge Building Roofs	
22) RESOLUTION 2024-09-009 - ESA AGREEMENT WITH EPA RELATIVE TO RISK MANAGEMEN	
PROGRAM	
23) EPA ESA No. CAA-02-2024-1203	
24) RESOLUTION 2024-09-010 - REPLACEMENT OF WWTP TRANSFORMER BPD CABLES	
25) 2024-08-21 - Ferguson Proposal FE00 50 00 for BPD Cable Replacement, Line 188, \$24,990	
26) RESOLUTION 2024-09-011 - CHANGE ORDER 1 FOR 16 INCH CONCRETE WATER MAIN REPARE THE WATER AND COLUMN AND CO	
AT HIGHLAND AND COLLEGE AVENUES	
27) 2024-08-20 - Change Order No. 1 for 16 Inch PCCP Water Main Repair, Highland and College Avenues	
20) DECOLUTION 2024 00 012 - A COEPTING HAZEN AND CANAVED DRODGEAL FOR LEAD CERV	
28) RESOLUTION 2024-09-012 - ACCEPTING HAZEN AND SAWYER PROPOSAL FOR LEAD SERVI	
LATERAL ENGINEERING SERVICES	
29) 2024-08-30 - Hazen and Sawyer Proposal for Lead Service Lateral Engineering Consulting Services	
	/ 1

30) RESOLUTION 2024-09-013 - ANNUAL RENEWAL OF NEW WORLD SOFTWARE LICENSES	
	. 109
31) 2024-10-01 - Tyler Technologies Invoice for Annual New World SaaS Renewal - \$120,930.99	
32) RESOLUTION 2024-09-014 - PROCUREMENT OF MAIN PUMP VARIABLE FREQUENCY DRIVI	
33) 2024-07-11 - Rexel Quotation S140039223 for WWTP Main Pump VFD	
34) RESOLUTION 2024-09-015 - SEWER LINE CHEMICAL ROOT CONTROL	
35) RESOLUTION 2024-09-016 - AWARD OF BID FOR WATER AND SEWER CONSTRUCTION ANI	C
REPAIR MATERIALS	
36) 2024-09-16 - Bid W2024-01, Water and Sewer Construction and Repair Materials, Award Recommenda	tion
and Bid Tally Sheets	
37) RESOLUTION 2024-09-017 - RENEWAL OF PROPERTY, LIABILITY, AND UMBRELLA	
INSURANCE POLICIES	156
38) 2024-09-18 - USI Insurance Proposal for Property, Liability, and Umbrella Coverages	



AGENDA

Business Meeting of the Niagara Falls Water Board September 23, 2024 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. Please refer to work session packet posted to NFWB.org for copies of documents noted on agenda that are not part of this packet.

1. Prelin	inary Matters
a.	Attendance:
Dean (Board	Member)
Forster (Cha	irman)
Kimble (Boar	rd Member)
`	d Member/Vice Chairwoman/Governance Chairwoman/ Exec. Staff Review Cmte.)
Sirianni (Boa	rd Member)
b.	Presentations (None Scheduled)
c.	Public Comments (All speakers must register with the meeting clerk prior to roll call and are limited to three minutes per person – total time for all speakers may not exceed one hour).

i. 2024 Budgeted Expenses - Expenditures of User Rates, Fees, and

d. Comments from Chairman Forster

Charges Less Debt Service

- e. Letters and Communications
 - i. 2024-09-11 COVID Wastewater Surveillance Update Memorandum
- f. Prior Meeting Minutes
 - i. Draft July 23, 2024 Meeting Minutes
- 2. Executive Director & General Counsel Sean Costello
- 3. Operations Executive & Outside Infrastructure Updates David Conti
- 4. Engineering Douglas Williamson
- 5. Personnel Items David San Lorenzo
 - a. September 23, 2024 Personnel Actions
- 6. Information Technology (IT) –Jonathan Joyce
- 7. Finance Michael Smith
 - a. Revenue vs. Budget (YTD 08-31-24)
 - b. Water Board Expense vs. Budget (YTD 08-31-24)
 - c. Water Division Expense vs. Budget (YTD 08-31-24)
 - d. Sewer Division Expense vs. Budget (YTD 08-31-24)
- 8. Safety John Accardo
- 9. Questions Regarding August 2024 Operations and Maintenance Report
 - a. WWTP Construction Schedule Tracker
 - b. WWTP Project budget Status Spreadsheet
- 10. From the Chairman

11. Resolutions

2024-09-001 - PROCUREMENT OF GRIT CYCLONE SCREW AND PARTS

a. 2024-08-08 - Koester Quotation 0003048 for Grit Screw Parts

2024-09-002 - RECONDITIONING MOTOR FOR WWTP INTERMEDIATE PUMP NO. 2

a. 2024-09-03 - Volland Proposal 24-2110 for Reconditioning of WWTP IP No. 2 Motor

2024-09-003 - REFURBISHMENT OF WWTP INTERMEDIATE PUMP NO. 2

a. 2024-07-26 - Siewert Proposal 72490 for Refurbishment of WWTP IP No. 2 Pump

2024-09-004 - PROCUREMENT OF WATER METERS

a. 2024-09-09 - Ti-Sales Quotation QTE0072798 for Water Meters and Meter Components

2024-09-005 - AUTHORIZING ENGINEERING SERVICES FOR LASALLE SSES PHASES 2 AND 3

a. Extracted Fee Proposal Page from Arcadis's December 2022 SSES Proposal

2024-09-006 - FINAL PAYMENT TO MOLEY INDUSTRIES FOR REBUILDING WTP HIGH LIFT PUMP NO. 2

- a. 2024-06-30 Invoice 33043 from Moley Magnetics, \$103,349.77
- b. 2024-08-29 Invoice 33662 from Moley Magnetics, \$13,781.25
- c. 2024-08-30 Invoice 33585 from Moley Magnetics, \$24,318.72

2024-09-007 - PAYMENT FOR EMERGENCY 12 INCH COMBINED SEWER REPAIR, 2200 BLOCK OF PIERCE AVENUE

a. 2024-09-12 - City Engineering Bid Tabulation for 12 Inch Combined Sewer Repair, 2200 Block of Pierce Ave

2024-09-008 - CHANGE ORDER NO. 6 FOR WTP ROOF REPLACEMENT PROJECT

a. 2024-08-30 - WTP Roof Change Order No. 006, for Guard Post and Sludge Building Roofs

2024-09-009 - ESA AGREEMENT WITH EPA RELATIVE TO RISK MANAGEMENT PROGRAM

a. EPA ESA No. CAA-02-2024-1203

2024-09-010 - REPLACEMENT OF WWTP TRANSFORMER BPD CABLES

a. 2024-08-21 - Ferguson Proposal FE00 50 00 for BPD Cable Replacement, Line 188, \$24,990

2024-09-011 - CHANGE ORDER 1 FOR 16 INCH CONCRETE WATER MAIN REPAIR AT HIGHLAND AND COLLEGE AVENUES

a. 2024-08-20 - Change Order No. 1 for 16 Inch PCCP Water Main Repair, Highland and College Avenues

2024-09-012 - ACCEPTING HAZEN AND SAWYER PROPOSAL FOR LEAD SERVICE LATERAL ENGINEERING SERVICES

a. 2024-08-30 - Hazen and Sawyer Proposal for Lead Service Lateral Engineering Consulting Services

Note: Several pages omitted to reduce length, refer to Sept. 16, 2024

Work Session Packet for Complete Proposal.

2024-09-013 - ANNUAL RENEWAL OF NEW WORLD SOFTWARE LICENSES

a. 2024-10-01 - Tyler Technologies Invoice for Annual New World SaaS Renewal - \$120,930.99

2024-09-014 - PROCUREMENT OF MAIN PUMP VARIABLE FREQUENCY DRIVE

a. 2024-07-11 - Rexel Quotation S140039223 for WWTP Main Pump VFD

2024-09-015 - SEWER LINE CHEMICAL ROOT CONTROL

2024-09-016 - AWARD OF BID FOR WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

a. <u>2024-09-16 - Bid W2024-01, Water and Sewer Construction and Repair</u>
Materials, Award Recommendation and Bid Tally Sheets

2024-09-017 - RENEWAL OF PROPERTY, LIABILITY, AND UMBRELLA INSURANCE POLICIES

- a. <u>2024-09-18 USI Insurance Proposal for Property, Liability, and Umbrella Coverages</u>
- 12. Unfinished/Old Business
- 13. New Business & Additional Items for Discussion
- 14. Executive Session (if needed)
- 15. Adjournment of Meeting



MINUTES

Business Meeting of the Niagara Falls Water Board July 22, 2024 at 5:00 p.m.

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

Meeting could be attended in person or via videoconference.

1. Preliminary Matters

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

a. Attendance:

Asklar (Board Member/Chairman of Finance/Member Exec. Staff Review Cmte.) <u>Present via Videoconference</u>

Forster (Chairman) **Present**

Kimble (Board Member) Present via Videoconference

Larkin (Board Member/Vice Chairwoman/Governance Chairwoman/Chairwoman Exec. Staff Review Cmte.) <u>Present</u>

Sirianni Present

- **b.** Presentations (None Scheduled)
- c. Public Comments (All speakers must register with the meeting clerk prior to roll call and are limited to three minutes per person total time for all speakers may not exceed one hour).

d. Comments from Chairman Forster

i. 2024 Budgeted Expenses - Expenditures of User Rates, Fees, and Charges Less Debt Service

Chairman Forster expressed gratitude to Gretchen Leffler, who was appointed to the Board by Governor Cuomo in 2013 and served until July 2024. During her time on the Board, she contributed by serving as Chair, Treasurer, and on the Executive Staff Review Committee.

e. Letters and Communications

- i. Correspondence from NYS Park Police Commending NFWB Staff for Response to Water Issue
- ii. 2024-07-10 COVID Wastewater Surveillance Update Memorandum
- iii. WWTP Order on Consent Q2 2024 Quarterly Progress Report

f. Prior Meeting Minutes

i. Draft June 24, 2024 Meeting Minutes

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

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Abstain__

Motion carried, 4-0, with one abstention.

2. Executive Director & General Counsel – Sean Costello

Mr. Costello discussed a repair completed that day on an 8" water main located on Hyde Park Blvd., as well as the NFWB response to a train derailment in the morning. He noted that the NFWB will submit an application for funds for the WWTP conversion under the Water Quality Improvement Project (WQIP) program, in advance of the July 31, 2024 deadline.

3. Operations Executive & Outside Infrastructure Updates – David Conti

Mr. Conti stated that air monitoring at the WWTP did not indicate safety issues as a result of diesel fuel spilled in the train derailment that morning. Work to enclose and protect the Gorge Pump Station loading dock area is progressing. Mr. Conti is working with finance and the meter shop to complete a necessary software upgrade.

4. Engineering – Douglas Williamson

Mr. Williamson is working with Ferguson Electric on installation of replacement WWTP transformers 5 A/B, as efforts are underway to find a better solution than installing them on a pad outside of the building.

5. Personnel Items – David San Lorenzo

- a. July 22, 2024 Personnel Actions
- b. Union Time Paid by Water Board

Motion by Board Member Larkin and seconded by Board Member Asklar to consider the items on the Personnel Actions sheet individually.

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__
Motion carried, 5-0.

Motion by Board Member Larkin and seconded by Board Member Sirianni to approve item A1 (CDT Trainee).

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__

Motion carried, 5-0.

Motion by Board Member Larkin and seconded by Board Member Asklar to approve item A2 (WWTP Operator Trainee).

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__

Motion carried, 5-0.

Motion by Board Member Larkin and seconded by Board Member Kimble to approve item A3 (WTP Control Maintenance Mechanic).

Board Member Sirianni questioned whether the position is needed because the department is short-handed or short on qualified staff. Ms. Larkin asked if there is a lot of overtime. Mr. Conti stated there is not excess overtime, but with more staff more work could be performed in house, citing the pump work anticipated necessary. Mr. Sirianni stated that he believes the NFWB should reassess its hiring policy, especially for maintenance, to make sure that hires are qualified.

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__N__

Motion carried, 4-1.

Motion by Board Member Larkin and seconded by Board Member Asklar to approve item B1 (Pay Rate for Temporary WTP Operator).

Asklar __Abstain__Forster __N__Kimble__N__Larkin__N__Sirianni__N__

Motion failed, 4-0, with one abstention.

6. Information Technology (IT) –Jonathan Joyce

Mr. Joyce reported that the NFWB was not impacted by last week's CrowdStrike cyber incident. Work continues to redesign the network to be more cloud-based. Door access alarm at the Gorge and 56th Street water tank is being improved. IT continues to roll out mobile device management to devices.

- 7. Finance Michael Smith
 - a. Key Bank and Bank on Buffalo Balance Report
 - b. Wilmington Trust Balance Report
 - c. Treasury Account Balance Report
 - d. Capital Payments
 - e. Budget Amendments Report

Mr. Smith noted that a New World patch has been deployed, it will not be certain if the issues being fixed are resolved until the next billing statement. Work continues to make sure proper NYS unemployment insurance tax payments are made. The NFWB recently received \$2 million from tax transfers from 2014-2024.

- 8. Safety John Accardo
- 9. Questions Regarding June 2024 Operations and Maintenance Report
- 10. From the Chairman

11. Resolutions

2024-07-001 – PROCUREMENT OF WTP LEAD HIGH LIFT PUMP

- a. 2024-07-08 Fluid Kinetics Quote for WTP Lead High Lift Pump
- b. 2024-06-19 Sole Source Letter Fluid Kinetics as Exclusive Regional Distributor of OEM Floway Pump Products

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

Asklar <u>Y</u> Forster <u>Y Kimble Y Larkin Y Sirianni Y</u>

Motion carried, 5-0.

2024-07-002 – ENGINEERING SERVICES FOR WWTP FLOCCULATION TANK WALKWAYS

a. 2024-07-09 - JM Davidson Proposal for WWTP Flocculation Tank Walkway Project Engineering Services

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

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__

Motion carried, 5-0.

2024-07-003 – PAYMENT FOR EMERGENCY REBUILDING OF WTP LEAD HIGH LIFT PUMP NO. 2

a. Moley Industries Invoices totaling \$43,189.16

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

Asklar Y_Forster Y_Kimble Y_Larkin Y_Sirianni Y_

Motion carried, 5-0.

2024-07-004 – ACCEPTING CPL PROPOSAL FOR BEECH AVENUE WATER TANK AND WATER MAIN ENGINEERING SERVICES

a. 2024-02-19 - CPL Capital Projects RFP Proposal - Material Not Relevant to Resolution Omitted

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

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__

Motion carried, 5-0.

2024-07-005 - CPL PROFESSIONAL SERVICES EXTENSION

a.	2024-06-17 -	CPL	Services	Renewal	Proposal	- July	2024	through	December	2025
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Motion by Board Member Larkin and seconded by Board Member Kimble to approve.

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__

Motion carried, 5-0.

2024-07-006 - TWO MONTH MORATORIUM ON PERSONNEL ACTIONS

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

Board Member Sirianni explained that he would like a two-month moratorium to allow time to work to resolve issues with Civil Service and it will also hold costs down. The Board discussed residency for NFWB positions and Chairman Forster read a July 17, 2024 email from Karen Bush on the subject.

Asklar __N__Forster __N__Kimble __Y__Larkin__N__Sirianni__Y__

Motion failed, 2-3.

2024-07-007 – EXTENSION OF TEMPORARY OPERATOR TRAINEE INCENTIVE PROGRAM

a. Draft Memorandum of Understanding

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

Asklar _Y_Forster _Y_Kimble _Y_Larkin _Y_Sirianni _Y_

Motion carried, 5-0.

12. Unfinished/Old Business

13. New Business & Additional Items for Discussion

Board Member Sirianni stated that he would like to walk on an agenda item in the form of a motion that it is not the Water Board's responsibility to spend funds on legal matters related to appointments to the Board. Discussion was had on whether Board Member Asklar had a conflict of interest in the vote, and after initially voting no to adding the agenda item he changed his vote to an abstention.

Motion by Board Member Sirianni to consider the new agenda item and seconded by Board Member Larkin.

Asklar __Abstain__Forster __N__Kimble__Y__Larkin__N__Sirianni__Y__

Motion failed, 2-2, with one abstention.

Board Member Sirianni questioned the resolution of a PERB charge involving payment of accruals for retiring employees, and why the attorney representing the NFWB stated the Board would not authorize settling for more than 80%.

14. Executive Session (if needed)

15. Adjournment of Meeting

Motion by Board Member Asklar and seconded by Board Member Larkin to adjourn the meeting at 6:17 p.m.

Asklar __Y__Forster __Y__Kimble__Y__Larkin__Y__Sirianni__Y__

Motion carried, 5-0.

Niagara Falls Water Board

Personnel Actions and Report

Monday, September 23, 2024

Personnel Actions Sheet & Requested of the Board.

All appointments are subject to the appointee meeting the minimum qualifications and all applicable civil service conditions.

A. PERSONNEL ACT	A. PERSONNEL ACTIONS RECOMMEND TO HIRE						
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION			
1	Operator Trainee (2)	WWTP Operations	\$20.36-\$22.48/hr	To fill two vacancies.			
2	Operator Trainee	WTP Operations	\$20.36-\$22.48/hr	Anticipated vacancy if Trainee meets qualifications and is transferred to WTP CMM position.			
3	Environmental Lab Director	WTP Lab	\$36.26-\$48.90/hr	To fill vacancy from resignation below.			
4	Systems Engineer	IT Department	\$31.97-\$45.51/hr	To fill vacancy from resignation below.			
5	Meter Technician	Meter Shop	\$19.87-\$25.45	To fill vacancy from termination below.			
<u>6</u>	Temporary, Part-Time	Administration - Finance	\$55/hr	Brian Majchrowicz to provide training and support for Director of Financial Services.			

B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT					
Line Item Number	Name and Position	Type of labor move	Change in pay rate or grade	ADDITIONAL INFORMATION	

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

D. OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION						
Name	Position	Department/Location	Pay Rate	ADDITIONAL INFORMATION		
Artez Houston	Operator Trainee	WWTP Operations	\$23.95/hr	Deceased 8/24/2024		
Jordan Boyd	Environmental Lab Director	WTP Lab	\$44.44/hr	Resigned effective 9/13/24		
Clayton Hotchkiss	Systems Engineer	IT Department	\$42.55/hr	Resigned effective 8/9/24		
Lecheay Renford	Meter Technician	Meter Shop	\$19.87/hr	Terminated 8/29/24		
,						

E. PERSONNEL ON	LONG TERM LEAVE OF ABS	ENCE		
Name	Last Day Worked	Dept.	Return Status	Comments

PROCUREMENT OF GRIT CYCLONE SCREW AND PARTS

WHEREAS, the Niagara Falls Water Board ("Water Board") wastewater treatment plant ("WWTP") cyclone-type grit washer's screw components must be replaced from time to time due to wear and certain parts are stocked in order to be able to perform repairs when needed and without delay; and

WHEREAS, WWTP maintenance staff have utilized the existing stock of parts for the grit washer's screw components, and have obtained a quotation from Koester Associates, Inc., to replenish this stock of spare parts; and

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

NOW THEREFORE BE IT

Nicholas J. Forster, Chairman

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to procure a grit screw with wear shoes and coupling bolts, tail shaft assembly, lower bearing, and a set of wear shoes from Koester Associates, Inc., for \$37,621.18 plus the actual cost of shipping, estimated at \$2,500, for a total of \$40,121.18.

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

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

Capital Line: WWTP-17 WWTP Infrastructure Projects-Miscellaneous

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	NO	ADS	tain	ADS	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			

Sean W. Costello, Secretary to Board



 QUOTATION

 DATE
 NUMBER
 PAGE

 8/8/2024
 0003048
 1 of 1

R	NFW200
I	NIAGARA FALLS WATER BOARD
L	5815 BUFFALO AVE
L	NIAGARA FALLS, NY 14304
т	US
_	

	NIAGARA FALLS WATER BOARD 5815 BUFFALO AVE NIAGARA FALLS, NY 14304 US
Т	
0	

Accepted By:	
Company:	
Date:	
PO#:	
Ship To:	<u> </u>

ATTENTION:

ERIC SMITH

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUST	OMER REF/PO#	JOB TITLE	SLP	SHIPPI	NG TYPE
005.	S/N 1696-07	GRIT CLASSIFIER PARTS, S&L/SCHLOSS		BEST WA	y pp&add
QTY	PART	DESCRIPTION		UNIT PRICE	
1.00	CZZ1696-07-SCR	S&L, SCREW 12" DIAMETER X 118" LONG SST WITH AR235 WEAR SHI COUPLING BOLTS	OES AND	\$28,718.26	\$28,718.26
1.00	CZZ1696-07-TS	S&L, TAIL SHAFT ASSEMBLY		\$1,541.57	\$1,541.57
2.00	CZZ1696-07-BRG	S&L, LOWER BEARING		\$383.03	\$766.06
1.00	CZZ1696-07-WS	S&L, SET OF WEAR SHOES AR235 WEAR SHOES (38 TOTAL) WITH HARDWARE		\$6,595.29	\$6,595.29
1.00	KA1247	SHIPPING & HANDLING THIS IS AN ESTIMATED AMOUNT. CUSTOMER WILL BE I FOR ACTUAL SHIPPING CHARGES INCURRED FROM MFG	INVOICED G.	\$2,500.00	\$2,500.00
		NOTE: INSTALLATION AND START-UP NOT INCLUDED, HOWEVER AVAILABLE UNDER SEPARATE COVER. THANK YOU FOR THE OPPORTUNITY TO QUOTE.			
		PLEASE ACKNOWLEDGE RECEIPT OF THIS QUOTE. PARTS & SERVICE DEPARTMENT KOESTER ASSOCIATES, INC. PHONE: (315) 697- 3800 PARTS@KOESTERASSOCIATES.COM			

This quote is subject to and incorporates by reference Koester Associates ("Koester") Terms & Conditions and Customer Warranty available at www.https://koesterassociates.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Koester's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% PROCESSING FEE

TOTAL: \$40,121.18

3101 Seneca Turnpike Canastota, NY 13032 - Phone: 315-697-3800 - Fax: 315-697-3888

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-002

RECONDITIONING MOTOR FOR WWTP INTERMEDIATE PUMP NO. 2

WHEREAS, the Niagara Falls Water Board ("Water Board") wastewater treatment plant ("WWTP") has four 250 horsepower intermediate pumps that are original to the plant and require rehabilitation in order to continue to provide reliable service; and

WHEREAS, the intermediate pump motors were manufactured by Electric Machinery Mfg. Co., now WEG, and as part of a plan to rehabilitate the intermediate pumps Water Board staff have obtained a quotation from Volland Electric Equipment Corp. as WEG's authorized local representative to recondition a motor removed from Intermediate Pump No. 1, which when reconditioned will replace the motor currently in Intermediate Pump No. 2; and

WHEREAS, Volland has provided a proposal dated September 3, 2024 to recondition the intermediate pump motor for an estimated \$23,500;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to accept the September 3, 2024 proposal of Volland Electric Equipment Corp. to recondition an intermediate pump motor for a total estimated cost of \$23,500, and to pay to Volland Electric Equipment Corp. the actual cost of that service.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: Capital Line: WWTP-11.5 Intermediate Pump Upgrades

Vec

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Nο

Ahstain

Absent

	1	CS	1.4	IU	AUS	taiii	AUS	CIII
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	W. Cos	tello, Sec	retary to	Board	

September 3, 2024

Volland Proposal # 24-2110

Niagara Falls Water Board

Attention: Eric Smith

Description: 250HP EM Synchronous Vertical Motor with Eddy Current Clutch

Proposed Scope of Services:

Pick up the motor and clutch and transport to Volland Electric. Disassemble, test, and inspect the motor and clutch. Test, inspect and clean the Sync-Rite electronics and diode wheel. Steam clean and oven dry all components. Bead blast components as required. Resin-treat the stator windings and clutch coil. Machine and polish the slip rings of the motor and clutch. Dynamically balance the motor and clutch rotors to a precision standard. Furnish and install replacement motor and clutch bearings, using Mobil Polyrex EM grease, unless instructed otherwise. Furnish, install and seat replacement carbon brushes. Reassemble the motor and clutch and perform final electrical testing. Test run the motor solo and perform vibration analysis. Mount the motor to the clutch and test run as an assembly and perform vibration analysis. Paint the motor/clutch assembly and perform quality control inspection. Prepare the motor for shipment & deliver.

Repair warranty is 1-Year on Volland Electric workmanship and materials.

Any additional repair work or replacement components beyond this scope would be quoted following inspection and testing.

Thank you for the opportunity to submit this proposal. We look forward to working with you.

Regards,

Shaun Boland

Shaun Boland



REFURBISHMENT OF WWTP INTERMEDIATE PUMP NO. 2

WHEREAS, the Niagara Falls Water Board ("Water Board") wastewater treatment plant ("WWTP") has four 250 horsepower intermediate pumps that are original to the plant and require rehabilitation in order to continue to provide reliable service; and

WHEREAS, the intermediate pumps (not including the motors) were manufactured in 1974 by Morris Pumps, Inc., now Grundfos, and as part of a plan to rehabilitate the intermediate pumps Water Board staff have obtained a quotation from Siewert Equipment as Grundfos authorized local service representative to refurbish WWTP Intermediate Pump No. 2; and

WHEREAS, Siewert Equipment's proposal includes repair and reassembly in accordance with original equipment manufacturer tolerances and onsite startup service with a report on vibration and hydraulic performance; and

WHEREAS, Siewert Equipment has provided a proposal dated July 26, 2024 to refurbish intermediate pump No. 2 for an estimated total project price of \$133,773;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to accept the July 26, 2024 proposal of Siewert Equipment to refurbish WWTP Intermediate Pump No. 2 for a total estimated cost of \$133,773, and to pay to Siewert Equipment the actual cost of that service.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: Capital Line: WWTP-11.5 Intermediate Pump Upgrades

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	NO	Abs	stain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	e Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	w. Cos	tello, Sec	retary to	Board	



Headquarters: 175 Akron Street, Rochester, NY 14609

Service Department:

Buffalo | Rochester | Albany P - 585-224-7967 F - 585-224-7968 www.siewertequipment.com

Serving New York Municipalities and Industry since 1949.

Laser Alignment Specialists

Phone: (716) 852-2100

GRUNDFOS ?

AUTHORISED

SERVICE PARTNER

EMAIL / FAX TRANSMITTAL FORM

Date: Friday, July 26, 2024

To: NFWB
Attention: Jay Meyers

Fax/Email: imeyers@CPLteam.com

From: Mitch Socola

Title: Service Manager

COMMENTS

Subject/Job: Service Proposal

Make/Model: Morris 2200 150 MFD 36" x 36"

Serial Number: M14287-4290

PO / Ref. No:

Please find attached our service proposal and let us know if you have any questions. Should you choose to proceed, kindly sign the proposal and return with purchase order or credit card number as approval for us to schedule and proceed.

Thank you for choosing Siewert Equipment.



Copy: Craig Moore

Total Number of Pages Including Cover:

4

7/26/2024 4:20 PM



Service **Proposal**

Service Department Buffalo | Rochester | Albany

Voice: Fax:

P - 585-224-7967 F - 585-224-7968

Date:

July 26, 2024

Make/Model:

Morris 2200 150

MFD 36" x 36"

Serial #: Proposal #: M14287-4290

72490

PO #:

To: **NFWB**

5815 Buffalo Ave

Niagara Falls, NY 14304

Attn: Job:

Jay Meyers

Service Proposal

Work/Solution Proposed

Customer requests repair assessment, with onsite volute and wear ring inspection. Estimate is based on our experience with similar pumps and subject to actual findings after receipt of pump following disassembly and inspection. Proposed scope of services include:

PHASE 1: In-shop Repair Assessment

- Customer will arrange for removal of rotating element and transportation of pump to Siewert service center. Motor to be repaired by 3rd party.
- Disassembly, clean, and inspection of rotating assembly to determine parts & services needed to restore OEM hydraulic performance & reliability.
- Upon completion of work, a repair assessment report with detailed inspection findings & repair recommendations will be provided.

PHASE 2: Repair (Machine Work estimated)

- -Upon approval to proceed, provide labor and material to repair the unit:
- Internal surfaces will be cleaned to remove all surface scale.
- External surfaces to be cleaned, and painted (where applicable).
- Genuine OEM replacement parts will be provided as noted on attached parts list.
- Pump to be repaired and reassembled in accordance with OEM tolerances.
- Precision Balance of Impeller and shaft assembly before reassembly.
- Grundfos Factory Impeller Wear Ring is \$28,987

Machine Work:

- Upper bearing housing bearing bore damaged by race spinning
- Twin Arc Wire Spray lower bearing bore to build up and machine bore to OEM Tolerance.
- Upper bearing housing bearing bore damaged by bearings spinning wearing into bearing bore and housing shoulder.
- Fabricate bearing bore sleeve, install and machine bore to OEM Tolerance, Machine housing shoulder to clean and machine bearing retainer to same clean up amount to clamp bearing race.
- Stuffing box plate is severely damaged with broken drain pipe and housing, broken packing gland studs, clogged flushing port, worn and heavily corroded packing bore.
 - Remove broken drain pipe, tap housing , install new drain pipe
 - Remove broken gland studs, tap housing, install new gland studs
 - Ream out flushing port and tap housing, install new flushing port pipe
 - Machine packing bore to clean, fabricate and install stainless steel sleeve in packing bore (if needed).
- Weld repair of damaged impeller & Install new wear ring

PHASE 3: "On-site Startup Service":

- Siewert Equipment to provide two service technicians onsite to provide installation supervision of repaired rotating assembly.
- Witness startup and take baseline vibration readings and pressure / flow readings utilizing customers gauges and meters for hydraulic performance.
- Vibration Readings will be taken by Vibration Cat III certified vibration analyst.
- · Provide Startup Report with vibration readings and hydraulic performance data.

Terms

- 2.) Siewert Equipment is fully authorized for Service & Repair by Grundfos Pump Company.
- 3.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be notified for review and approval before we proceed.
- 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 5.) Payment terms are Net 30 days. A 3% processing surcharge applies to all credit card orders. Price quoted does not apply to credit card payments. Please request a revised quote if you need the option to pay by credit card. Merchant name on credit card statement will be Cummins-Wagner. This proposal is valid for the next 30 Days and subject to attached terms and conditions.

Exclusions

1.) Any work not specifically described above. If other work is required, a new estimate sheet will be sent to the customer for approval.

Project Phase Pricing \$13,799 PHASE 1: In-shop Repair Assessment: Complete Lead Time: Phase 2: Machine Repair (Estimate) / Parts \$99,059 16 - 20 Weeks ~ Lead Time: \$15,333 Phase 2: Repair Labor 2 - 3 Weeks \$5,582 PHASE 3: On-Site Startup Service: 2 - 3 Weeks Lead Time: \$133,773 Total Project Price (Estimate): 20 - 26 Weeks ~ Inspection & Assessment Lead Time:

Repairs include 90-day warranty for defective parts & workmanship. New unit includes (1) year manufacturer's warranty.

** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ** Proceed with Repair This proposal is hereby accepted and SECO is authorized to proceed with the work; subject to credit approval by Siewert Equipment Co., Inc. * Fax copy of tax exempt cert. if applicable No Yes Tax Exempt: Purchase Order Number: American Express Visa MasterCard Credit Card: (√ one) Security Code Expiration Card# *Credit Card: A 4% processing surcharge applies to all credit card orders. Merchant name on statement is Cummins-Wagner.* Siewert Equipment Co. Inc. **NFWB** Signature: Signature: Mitch Socola Name: Name: Service Manager Title: Title:

Date:

Date:

7/26/2024



Parts List

Service Department Buffalo | Rochester | Albany

Voice: P - 585-224-7967 Fax: F - 585-224-7968

Date: July 26, 2024

Make/Model: Morris 2200 150 MFD

36" x 36"

Serial #: M14287-4290

Proposal #: 42455

PO #: 0

100% Employee Owned

To: NFWB

5815 Buffalo Ave

Niagara Falls, NY 14304

Attn: Jay Meyers

Job:

	Material List
Quantity	Description
1 2 2 1 1 1 2 2 1 3 2 1 1 1 2 2 1 1 1	Stuffing Box Bushing Bearing Bearing Packing Rings Lantern Ring Shaft Sleeve Shaft Nut Lip Seal Lip Seal BRG Collar BRG Locknut BRG LockWasher Deflector Deflector Gasket O-Ring O-Ring Shim Set Shim Set



ROCHESTER | BUFFALO | ALBANY

Headquarters: 175 Akron Street, Rochester, NY 14609

Pump Inspection & Assessment Report

Customer:	Niagara Falls Water Board	Job #:	Roch45105
Contact:	Jay Meyers	Manufacturer:	Morris
Date:	7/26/2024	Model:	2200 36" x 36"
PO:	CPO24-00020	Serial No.:	M14287-4290

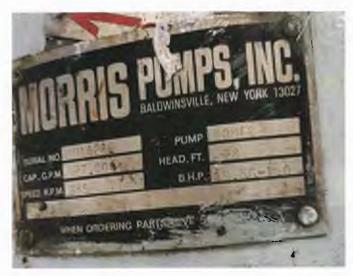
Background:

Pump was built in 1974, customer removed pump from service due to excessive vibration and reduced efficiency.

Pump as Received:



As Received



Nameplate



ROCHESTER | BUFFALO | ALBANY

Headquarters: 175 Akron Street, Rochester, NY 14609

Impeller Wear:



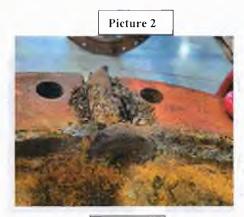


Stainless steel impeller wear ring worn away / missing. A cause of reduced efficiency.

Seal plate (packing) condition:











Picture

- 1 & 2 Broken Drain Pipe
 - 3 Packing Flush Port
 - 4 Damaged Gland Studs
 - 5 Packing Box Bore Corrosion / Wear



ROCHESTER | BUFFALO | ALBANY

Headquarters: 175 Akron Street, Rochester, NY 14609

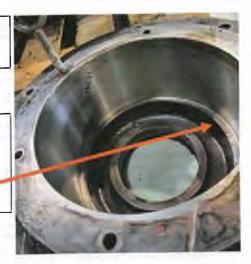
Upper Bearings / Bearing Housing:



Failed Upper Bearing
Spun Race

Bearing Housing Bore 0.153" oversize

Shoulder Worn (fretting) from bearing movement.



Lower Bearing Housing:



Shaft Sleeve:

Bearing Housing Bore 0.007" oversize

Slight Groove from bearing movement.

Deep Grooving from packing



Prepared by:
Mitch Socola
Service Manager

End of report.

Copy: Craig Moore: Sales Engineer







"A 100% Employee Owned Company"



TERMS AND CONDITIONS



EESCO Pump & Valve

- 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 Seiler
- 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
- 5. SUBMITTAL: If Specifically requested in writing by Buyer at the time of purchase order, Selier 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 Sellers 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 11/1% 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 3% 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
- 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 Selier 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 # 2024-09-004

PROCUREMENT OF WATER METERS

WHEREAS, the Niagara Falls Water Board ("Water Board") has standardized on Neptune brand meters for residential and large meter installations as it has invested in the equipment required for remote reading, testing, calibration, and repair of Neptune meters; and

WHEREAS, the meter shop has depleted its inventory of new meters, which are required to replace defective meters that cannot be repaired, to replace meters that no longer meet accuracy standards, or for new installations; and

WHEREAS, TiSales is the exclusive distributor of Neptune brand meters and components in this region, and has provided a quotation dated September 9, 2024 for meters and components needed by the meter shop;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to procure from TiSales an assortment of water meters and components meeting the needs identified by the meter shop, for a total cost not to exceed \$220,716.23.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Capital Plan Line: C-2, Meter Replacement and Upgrades

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	\mathbf{Y}	es	N	No	Abs	stain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	e Witness	sed By:			
Nicholas J. Forster, Chairma	 n		Sear	ı W. Cos	tello, Sec	retary to	Board	



800-225-4616 978-443-2002 Fax: 978-443-7600

www.tisales.com

Quote	QTE0072798
Quoted To	Bob Reid
Date	09/09/2024

Sold To: Niagara Falls Water Board

5815 Buffalo Ave.

Niagara Falls NY 14304-3832

Ship To: Niagara Falls Water Board

5815 Buffalo Ave. Niagara Falls NY 14304

Customer Number	Telephone	Fax	Job Location		Job Nam	e Terri	tory Manager
NIAG7	(716) 286-4371	(716) 283-9748	Niagara Falls		Restock	М	arcus Anten
Expires Esti	mated Delivery	-	Freight		Terms	Mas	ster Number
11/08/2024	various	ļ	Allowed		NET 30		381896
Item Number		Des	cription		Quantity	Price	Extension
N2EIFPIT	5/8" Y 3/4" Non		Meters ntegrated E-CODER R900i	Cubic Foot	200	\$302.56	#60 E12 00
N3EIFPIT	1 ' '		ed E-CODER R900i Cubic		10	'	! ' ' I
N4EIFPIT	1	-	E-CODER R900i Cubic Fe		8	1	' ' .
N6EIFPIT	1-1/2" Neptune Flanged End	T-10 Meter Integra	ated E-CODER R900i Cubi	c Feet	10	,	·
N7EIFPIT	2" Neptune T-10 End	Meter Integrated	E-CODER R900i Cubic Fe	et Flanged	6	\$1,232.31	\$7,393.86
NCOMP3EIF	3" Neptune Tru/ Feet	Flo Compound Met	er Integrated E-CODER R	900i Cubic	3	\$4,230.00	\$12,690.00
NMT3EIFC	3" Neptune MAC	CH 10 Meter E-COD	ER R900i Cubic Feet 17"	length	3	\$3,546.15	\$10,638.45
NMT4EIFT	4" Neptune MAC	H 10 Meter E-COD	ER R900i Cubic Feet 14"	length	3	\$4,426.92	\$13,280.76
	Subtotal for ite	ems in this section	on				\$123,705.87
Item Number		Desc	ription		Quantity	Price	Extension
			<u>Gaskets</u>				
MDROPIN7NSF	2" Drop In Meter				40	\$4.20	\$168.00
MDROPIN6NSF MWASH4RNSF		leter Gasket NSF61			40	\$3.60	\$144.00
MWASH3RNSF		Meter Washer NSF er Meter Washer N			100	\$0.42	\$42.00
THE PROPERTY OF THE PROPERTY O	S/T LEDIT RUDD	ei Metel Wasilei N	3F0I		500	\$0.38	\$190.00
600000pp	Subtotal for ite	ems in this sectio	n				\$544.00
Item Number		Desc	ription		Quantity	Price	Extension
					Subte	otal	Continued
	Other Charges					narges	Continued
					Ta	X	Continued
					TOTAL	DUE	Continued



800-225-4616 978-443-2002 Fax: 978-443-7600

www.tisales.com

Quote	QTE0072798
Quoted To	Bob Reid
Date	09/09/2024

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5815 Buffalo Ave.

Niagara Falls NY 14304-3832

Ship To: Niagara Falls Water Board

5815 Buffalo Ave. Niagara Falls NY 14304

Customer Num	ber Telephone	Fax	Job Location		Job Namo	e Terri	tory Manager
NIAG7	(716) 286-4371	(716) 283-9748	Niagara Falls		Restock	М	arcus Anten
Expires	Estimated Delivery	F	Freight		Terms	Mas	ster Number
11/08/2024	various		Allowed		NET 30		381896
XB2X25	5/8" v 2-1/2" U	11 ex Head Bolt w/Nut	. Bolts		60	41.01	4114.60
XB2X3	' · · · · · · · · · · · · · · · · · ·	lead Bolt w/Nut Plat			40		
XB3X35	1	ex Head Bolt w/Nut			80	1	1
		,				, 42.00	φειπι
		ems in this section					\$397.80
Item Numbe	r e	<u> </u>	cription		Quantity	Price	Extension
RW2F13	5/8" Neptune T		egisters ated E-CODER R900i Cubi	c Feet	200	\$262.99	\$52,598.00
RW2F23			ated E-CODER R900i Cubi		10	\$262.99	\$2,629.90
RW2F33	l l	-	ed E-CODER R900i Cubic		10	\$262.99	\$2,629.90
RW2F43	1-1/2" Neptune	T-10 Register Integ	grated E-CODER R900i Cu	bic Feet	10	\$262.99	\$2,629.90
RW2F53	2" Neptune T-10	Register Integrate	ed E-CODER R900i Cubic	Feet	10	\$262.99	\$2,629.90
	Subtotal for it	ems in this sectio	on				\$63,117.60
Item Number	r	Desc	ription		Quantity	Price	Extension
RW3F23	3" Neptupe T/T		<mark>ompound</mark> I E-CODER R900i Cubic Fe	not.	10	±262.00	+2 620 60
RW2F13	1		ited E-CODER R900i Cubic		10 10	\$262.99	\$2,629.90
	o/o Neptune i	To register Triegra	REG E-CODER ROOM CUDI	L reet	10	\$262.99	\$2,629.90
	Cubbotal for it						
		ems in this sectio					\$5,259.80
Item Number		Desci	ription		Quantity	Price	Extension
					Subto	ital	Continued
					Other Ch	arges	Continued
	Tax				Anna Anna Anna Anna Anna Anna Anna Anna	Continued	
					TOTAL	DÜE	Continued



800-225-4616 978-443-2002

Fax: 978-443-7600 www.tisales.com

Quote	QTE0072798
Quoted To	Bob Reid
Date	09/09/2024

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Niagara Falls NY 14304-3832

Ship To: Niagara Falls Water Board

5815 Buffalo Ave. Niagara Falls NY 14304

Customer Numl	ber	Telephone	Fax	Job Location		Job Name	Territ	tory Manager	
NIAG7		(716) 286-4371	(716) 283-9748	Niagara Falls		Restock	Ma	Marcus Anten	
Expires	Estin	nated Delivery	elivery Freight			Terms	Mas	Master Number	
11/08/2024		various Allowed I				NET 30		381896	
RW3F33		4" Neptune T/T		<mark>Compound</mark> d E-CODER R900i Cubic F	eet	10	\$262.99	\$2,629.90	
RW2F23		1	-	ated E-CODER R900i Cub		10	\$262.99	1	
		Cubtotal for it	ems in this section				·	+F 0F0 00	
Item Number	r	Subtotal for it		cription		Quantity	Price	\$5,259.80 Extension	
				Protectus		Quarticy	·ilee	Extension	
RW5F63		4" Neptune HP I		er Integrated E-CODER R	900i Cubic	6	\$262.99	\$1,577.94	
RW2F33		1	Register Integrate	ed E-CODER R900i Cubic	-eet	6	\$262.99	\$1,577.94	
								•	
		Subtotal for ite	ems in this section					\$3,155.88	
Item Number	r			ription		Quantity	Price	Extension	
				<u>ompound</u>					
RW3F43				E-CODER R900i Cubic Fe		10	\$262.99	\$2,629.90	
RW2F33		1" Neptune T-10	Register Integrate	ed E-CODER R900i Cubic F	eet	10	\$262.99	\$2,629.90	
				·				i	
		Subtotal for ite	ems in this section	n				\$5,259.80	
Item Number			Desc	ription		Quantity	Price	Extension	
RW5F73		6" Neptune HP P Feet		Protectus er Integrated E-CODER RS	000i Cubic	6	\$262.99	\$1,577.94	
RW2F43		1-1/2" Neptune T-10 Register Integrated E-CODER R900i Cubic Feet			6	\$262.99	\$1,577.94		
						Subtol	al	Continued	
						Other Cha	arges	Continued	
		•				Tax		Continued	
	_					TOTAL	DUE	Continued	



800-225-4616 978-443-2002 Fax: 978-443-7600

www.tisales.com

Quote	QTE0072798
Quoted To	Bob Reid
Date	09/09/2024

Sold To: Niagara Falls Water Board

5815 Buffalo Ave.

Niagara Falls NY 14304-3832

Ship To: Niagara Falls Water Board

5815 Buffalo Ave. Niagara Falls NY 14304

Customer Nu	nber	Telephone	Fax	Job Location		Job Name	Territ	огу Manager	
NIAG7		(716) 286-4371	(716) 283-9748	Niagara Falls		Restock M		arcus Anten	
Expires	Esti	mated Delivery	F	reight	Terms	Mas	Master Number		
11/08/2024	11/08/2024 various Allowed NET 30			NET 30		381896			
Item Numl	ber		Desc	ription		Quantity	Price	Extension	
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		Subtotal for it	tems in this section	on .				\$3,155.88	
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RW5F83		8" Neptune HP		Protectus er Integrated E-CODER R9	00i Cubic	10	\$262.99	\$2,629.90	
RW2F53			0 Register Integrate	d E-CODER R900i Cubic F	eet	10	\$262.99	\$2,629.90	
		Subtotal for it	ems in this section	n				\$5,259.80	
Item Numi	oer		Desc	ription		Quantity	Price	Extension	
R900V4		Neptune R900 F	9. R RF Endpoint Wall Me	900V4 ount V4		40	\$140.00	\$5,600.00	
		Subtotal for it	ems in this sectio	n				\$5,600.00	
Quoted By:		Travis Rivera							
						Subto	tal	\$220,716.23	
						Other Ch	arges	\$0.00	
						Tax		\$0.00	
	-14 -	ur wohoito 4	www.tisale			Total	Due	\$220,716.23	

If you are in agreement with this quote and wish to order, please sign, date, and fax back to 978-443-7600 or email us at orders@tisales.com

Signature:	Date:

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-005

AUTHORIZING ENGINEERING SERVICES FOR LASALLE SSES PHASES 2 AND 3

WHEREAS, the Niagara Falls Water Board ("NFWB") issued request for proposals ("RFP") 2022-01 for Professional Engineering Services for LaSalle Area Sanitary Sewer Evaluation Survey ("SSES") work, and in December 2022 accepted the proposal for this work received from Arcadis and authorized Arcadis to proceed with Phase 1 of that work; and

WHEREAS, the goal of the SSES engineering work is to produce a report identifying sources of inflow and infiltration ("I&I") and a corrective action plan for reducing I&I sources in future years for specific sections of the LaSalle sanitary sewer system, referred to as the Phase 1, Phase 2, and Phase 3 areas; and

WHEREAS, this work is to be performed in connection with a 2009 Order on Consent between the NFWB and NYSDEC, No. R9020080528-32, for the abatement of Sanitary Sewer Overflows ("SSO"), and the scope of work described in the RFP was determined following negotiations with NYSDEC to modify the original schedule of work associated with the Order on Consent in a manner that will help direct investment of corrective action funds into the most effective projects; and

WHEREAS, now that the Phase 1 work nearly is complete, NFWB staff recommend that the Board authorize Phase 2 and Phase 3 to proceed concurrently, in order to promote efficiency and savings by reducing mobilization costs and to stay on schedule for work; and

WHEREAS, Arcadis has agreed that engineering firm JM Davidson, a NYS Certified Woman-owned Business Enterprise, will perform the field work for the Phase 2 and Phase 3 SSES, which will allow the NFWB to exceed its WBE utilization goals for this procurement; and

WHEREAS, the NFWB has grant funding to correct the physical issues identified in this SSES work, and was able to perform most of the Phase 1 recommendations using in-house crews, and intends to do the same and to seek grant reimbursement for its in-house labor costs for the work recommended in Phases 2 and 3;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby Arcadis to complete the Professional Engineering Services for LaSalle Area Sanitary Sewer Evaluation Survey SSES – Phases 2 and 3 as set forth in that firm's December 8, 2022 proposal for a total fee not to exceed \$260,960.

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. S-3, LaSalle Area Sewer Improvements (SSO)

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	\mathbf{Y}	es	N	lo	Abs	tain	Abs	ent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	W. Cos	tello, Sec	retary to	Board	

The following page is an extract from
Arcadis's proposal dated December 8, 2022:
Professional Engineering Services for LaSalle Area Sanitary
Sewer Evaluation Survey (SSES).

The complete proposal is available for review as part of the December 2022 NFWB Meeting Agenda Packet, available at: https://nfwb.org/app/uploads/2022/12/December-19-2022-NFWB-Meeting-Agenda-Packet.pdf

\$123,390

Niagara Falls Water Board Request for Proposal No. 2022-01 Fee Proposal – Phase 2 Sewersheds (81st & Frontier 2 and 80th & Lindbergh)							
Task Name	Project Team Hours	Fee					
Task 1. Project Management Support	54	\$8,030					
Task 2. Smoke Testing	180	\$25,190					
Task 3. Flow Isolation and Measurement (night-time weiring)	125	\$16,670					
Task 4. Review of CCTV inspection reports and manhole Inspection Reports Completed by NFWB Staff Holding NASSCO PACP Certification	114	\$15,850					
Task 5. Outfall/SSO Conditions Assessment	-	-					
Task 6. Focused SSES	-	\$10,000					
Task 7. Report and Recommendations	138	\$19,600					
Task 8. Post-Construction Flow Monitoring	200	\$27,970					

TOTAL

811

Niagara Falls Water Board Request for Proposal No. 2022-01 Fee Proposal – Phase 3 Sewersheds (88th & Mang)						
Task Name	Project Team Hours	Fee				
Task 1. Project Management Support	54	\$8,590				
Task 2. Smoke Testing	190	\$26,950				
Task 3. Flow Isolation and Measurement (night-time weiring)	130	\$17,920				
Task 4. Review of CCTV inspection reports and manhole Inspection Reports Completed by NFWB Staff Holding NASSCO PACP Certification	118	\$16,960				
Task 5. Outfall/SSO Conditions Assessment	45	\$6,250				
Task 6. Focused SSES	-	\$10,000				
Task 7. Report and Recommendations	138	\$20,970				
Task 8. Post-Construction Flow Monitoring	200	\$29,930				
TOTAL	875	\$137,570				

FEE REVIEW AND NEGOTIATION

We developed these fees based on providing NFWB the same high-value service that we have in the past and we would welcome the opportunity to sit down to review and refine our scope and fee to meet NFWB's needs. We have always found this process to be beneficial and critical to establishing clear expectations before starting the project.

The fee proposed above fully meets NFWB's 30% M/WBE participation goals. We are actively trying to identify an SDVOB partner to also meet the respective 6% goal.

FINAL PAYMENT TO MOLEY INDUSTRIES FOR REBUILDING OF WTP LEAD HIGH LIFT PUMP NO. 2

WHEREAS, the two lead high lift pumps at the Niagara Falls Water Board Water Treatment Plant ("WTP") are original to the plant; and

WHEREAS, on March 30, 2024 High Lift Lead Pump No. 2 failed, and after consultation with WTP Operations Staff, the Acting Executive Director at that time determined that the unavailability of one of the two high lift lead pumps constituted an emergency; and

WHEREAS, Moley Industries was contracted to rebuild High Lift Lead Pump No. 2 on an emergency basis, previously submitted invoices in the amount of \$43,189.16, payment of which were authorized by the Board pursuant to Resolution 2024-07-003, and Moley now has submitted invoices for the remainder of the work performed which total \$141,449.84;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes the Executive Director to pay to Moley Industries the sum of \$141,449.84 in addition to the \$43,189.16 previously authorized by Resolution 2024-07-003, bringing the final total sum authorized to be paid to for that firm's services in connection with emergency rebuilding of WTP Lead High Lift Pump No. 2 to \$184,639.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

Capital Line WTP-1.1, WTP Large Pump Replacements.

Capital Line Supplied by: Doug Williamson

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	lo	Abs	tain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	W. Cos	tello, Seci	retary to	Board	



Remit To: 5202 Commerce Drive Lockport, NY 14094 Tel: 716-434-4023 Fax: 716-434-5893

Email: Accounting@moleyinc.com

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Date	Invoice
6/30/2024	33043

Bill To
Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304

Ship To

Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304
Attn: Neil

Account	Purchase Order	Sales Order	٦	Terms		Terms		Ship	Date	Ship Via		Rep		
	Verbal Mike	29839	1	Net 30		Net 30		Net 30		6/28/2024		Our Deliver	У	SH007
Item	Descriptio	n		Ordered	Invo	oiced	U/M	Rate	Am	ount				
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Credit Card Payments are Subject to a 3% Convenience Fee.	Subtotal
Wiring/ACH Instructions: Routing: 021300077 KeyBank Account: 321811002161	Sales Tax (8.0%)
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Remit To: 5202 Commerce Drive Lockport, NY 14094 Tel: 716-434-4023 Fax: 716-434-5893

Email: Accounting@moleyinc.com

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Date	Invoice
6/30/2024	33043

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Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304	Nia, 581 Nia, Attr	5 I

Ship To

Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304
Attn: Neil

Account	Purchase Order	Sales Order	-	Terms		Ship Date		Ship Via		Rep		
	Verbal Mike	29839	1	Net 30		Net 30		6/28	3/2024	Our Deliver	у	SH007
Item	Description	n		Ordered	Invo	nvoiced U/M		Rate Am		ount		
	Fabricate new bearings for inside th Set up the shafts in the lathe. Skim the new spider sizes. Dynamically balance the rotating as Paint the complete pump with an ep Furnish and install new 316SS hard Dry fit all parts. Disassemble for shipment.	cut the bearing s sembly.										
Miscellaneous	24" Blank Flange and Gasket			1		1		2,495.00	2,495.00 2,			
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Credit Card Payments are Subject to a 3% Convo	Subtotal	USD 103,349.77	
KeyBank Accou	ng: 021300077 nnt: 321811002161	Sales Tax (8.0%)	USD 0.00
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Remit To: 5202 Commerce Drive Lockport, NY 14094 Tel: 716-434-4023 Fax: 716-434-5893 Email: Accounting@moleyinc.com

Date	Invoice
9/10/2024	33662

Invoice

Bill To Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304

Ship To

Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304
Attn: Neil

Account		Purchase Order	Sales Order	٦	Terms		Ship Date Ship Via			Rep
		Verbal Mike	29839	1	Net 30	8/2	29/2024	4 Our Delivery		SH007
Item		Description	n		Ordered	Invoiced	U/M	Rate	Am	ount
Field	Dia Te 8// 211 8// 244 8// 244 On (7	nsite service to install above pumpate: Tuesday 8/27 thru Thursday 8 ech: 3 Technicians. 27/24 1 ST, 1 OT 28/24 4 ST, 1 OT 29/24 4 ST, 1 OT n-site Contacts: Dave Conti (716-116-535-9497)	344-4819) Bob	Donald	1	1		13,781.25	13	,781.25
Credit Card Pa	ymen	ts are Subject to a 3% Convenience	Fee.		s	Subtota	ıl		USD 13	,781.25

Credit Card Payments are Su	bject to a 3% Convenience Fee.	Subtotal	USD 13,781.25
Wiring/ACH Instructions: KeyBank	Routing: 021300077 Account: 321811002161	Sales Tax (8.0%)	USD 0.00
AVAILABLE AT THE APPLIC	ND CONDITIONS OF MOLEY MAGNETICS, INC., CABLE LINK(S) BELOW AS OF THE DATE HEREOF, ARE CORPORATED HEREIN BY REFERENCE AND ARE MADE A	Total	USD 13,781.25
	ICALLY SET FORTH HEREIN. BUYER IS ADVISED TO CONDITIONS BEFORE ENTERING INTO THIS CONTRACT	Payments/Credits	USD 0.00
https://www.moleymagneticsinchttps://www.moleymagneticsinchttps://www.moleymagneticsinchttps://www.moleymagneticsinchttps://www.moleymagneticsinchttps://	c.com/terms-and-conditions-manufactured-products/ c.com/terms-and-conditions-repair-services/ c.com/terms-and-conditions-distributed-products/ c.com/services/request-material-authorization-rma/	Balance Due	USD 13,781.25



Remit To: 5202 Commerce Drive Lockport, NY 14094 Tel: 716-434-4023 Fax: 716-434-5893

Email: Accounting@moleyinc.com

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Date	Invoice
8/30/2024	33585

Bill To	Ship To
Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304	Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304 Attn: Neil

Account		Purchase Order	Sales Order	-	Гerms		Terms		Ship Date		Ship I		Ship Via		Rep
		Verbal Mike	29839	1	Net 30		8/19/2024		8/19/2024 Our Delive		SH007				
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Credit Card Payments are Subj	Subtotal			USD 24,318.82			
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PAYMENT FOR EMERGENCY 12" COMBINED SEWER REPAIR, 2200 BLOCK OF PIERCE AVENUE

WHEREAS, after performing camera inspections following reports of a pavement depression or sinkhole on Pierce Avenue, the Niagara Falls Water Board ("Water Board") discovered a section of 12" combined sewer on Pierce Avenue to be in a damaged or deteriorated condition and requiring repair without undue delay in order to avoid service interruptions or damage to the street; and

WHEREAS, because of the depth of the sewer at those locations and the length of the collapsed pipe sections, the requisite repairs are beyond the scope of what Water Board crews can complete; and

WHEREAS, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared plans and solicited bids for the needed combined sewer repairs, and two base bids for the project were received on September 9, 2024, one from J.R. Swanson Plumbing Co., Inc., in the amount of \$23,350 and one from 4th Generation Contracting Corp. in the amount of \$58,690; and

WHEREAS, pursuant to Section 5.1 of the Water Board procurement policy, the Executive Director authorized the low bidder to proceed with the work immediately in order to protect against further damage to the street; and

WHEREAS, upon excavation, an existing domestic lead water service was encountered which required removal and replacement; and

WHEREAS, J.R. Swanson agreed to remove and replace the lead water service line for \$5,200, a price determined to be fair and reasonable; and

WHEREAS, the overall total cost of this combined sewer repair was reduced because Water Board outside maintenance personnel will complete a portion of the pavement restoration;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes the Executive Director to pay to J.R. Swanson Plumbing Co., Inc., an amount not to exceed \$28,550 for the repair of a 12" combined sewer located on the 2200 block of Pierce Avenue, said sum representing the base bid price plus the agreed cost for replacement of an existing domestic lead water service line encountered during the repair.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: Capital Line S-8 Sewer Infrastructure Projects-Miscellaneous

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	lo	Abst	tain	Ab	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witnes	sed By:			
Nicholas J. Forster, Chairman	1		Sean	W. Cos	stello, Secr	retary to	Board	



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

ENGINEERING DEPARTMENT

September 12, 2024

Niagara Falls Water Board

Mayor Michael C. O'Laughlin Niagara Falls Water Treatment Facility 5815 Buffalo Avenue Niagara Falls, New York 14304

Attention:

Mr. Sean Costello, Esq.

Executive Director

Mr. Costello:

Attached to this brief letter please find the standard City of Niagara Falls Bid Tabulation Summary Sheet(s) for the following project:

12" DIA. COMBINED SEWER REPAIR PROJECT 2200 BLK. PIERCE AVENUE

Arithmetical and typographical errors (if any) have been corrected and noted and the entire package is offered for your continued review, reference, and ultimate contract award. The verified and qualified low bidder for this project is:

J. R. SWANSON PLUMBING CO., INC. 413 101ST STREET NIAGARA FALLS, NEW YORK 14304

at the total base bid item price of:

\$ 23,350.00

Additionally, upon the discovery of an existing domestic lead water service, a price of \$5200.00 was solicited from the contractor and accepted for its complete removal and replacement. This necessary addition to the project's scope will bring the maximum contract total to \$28,550.00

Please contact me at your convenience if questions arise or additional clarification is deemed necessary.

Sincerely,

Robert Buzzelli Civil Engineer III

attachments: (2)

cc: file

NFWB Sept. 23, 2024 Business Meeting Agenda Packet Page 44



CONTRACT: 12" COMBINED SEWER REPAIR PROJECT 2200 BLK. PIERCE AVENUE

BID OPENING: SEPTEMBER 9, 2024 SHEET 01 OF 01

	BID SECURITY: - 5% -			J.R. SW. PLUMBING				4TH GENE CONTRACT	_
#	BID ITEM	QTY.	UNIT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
	NEW 12" DIA. SDR 35 PVC SEWER PIPE	13	L.F.	1,173.08	15,250.00			3,000.00	39,000.00
	NEW 6" DIA. SDR 35 PVC SEWER PIPE	60	L.F.	83.33	4,999.80			30.00	1,800.00
2	PAVEMENT SAWCUTTING	60	L.F.	5.00	300.00			1.00	60.00
3	EXISTING MANHOLE ALTERATIONS	NIC	EA.		0.00				0.00
4	SUBBASE COURSE TYPE 2 STONE (12" THK)	25	S.Y.	45.00	1,125.00			30.00	750.00
5	ASPHALT CONCRETE BASE COURSE CLASS - T1 (8" THK.	25	S.Y.	60.00	1,500.00			1.00	25.00
6	ASPHALT CONCRETE BINDER COURSE - TYPE 3 (2" THK.)	25	S.Y.	7.00	175.00			1.00	25.00
7	ASPHALT CONCRETE TOP COURSE - TYPE 7 (1-1/2" THK.)	25	S.Y.	0.00	0.00			1.00	25.00
8	TEMPORARY BYPASS PUMPING	NIC	DAYS						
9	WATER SERVICE RESTIORATION(S (COMPLETE)	1	EA.	0.00	0.00			3,000.00	3,000.00
10	ROCK EXCAVATION and DISPOSAL	5	C.Y.	0.00	0.00			1.00	5.00
11	MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S	0.00	0.00			12,000.00	12,000.00
12	MOBILIZATION	1	L.S	0.00	0.00			2,000.00	2,000.00

\$23,350.00 1

\$58,690.00 2



J.R. SWANSON PLUMBING & HEATING CO., INC.

413- 103rd St, Niagara Falls, New York, 14304 Phone: (716) 283-3802 Fax: (716) 283-4549 Florida Division, LIC# CFC1429578

1681 Benchmark Avenue, Suite 115, Fort Myers, FL 33905 Phone: (239) 542-7473 Fax: (716) 283-4549 SERVICE/WORK ORDER

№ 408384 *🖎*

CUSTOMER INFORMATION			
Address Not US Pronge Ave	State of Order State Date	Work Phone Be	B.→ Mikot
ZZ41-95 Pronge AUE	Onder Taken By/Tech	Ony Work Contrast Ownstree Dido Time	Estimate Estimate
Address: Zip:	Customer Order No	Grade APR. CODE	Financing
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LABOR	HRS HATE	AMOUNT	SUMMARY
		TOTAL MATERIA	ALS
		HODAL JATOR	
		OTHER CHARG	ES
		DISCOUNT	
		TAX	5 OS
		TOTAL	
I hereby acknowledge the satisfactory completion	on of the above described work.	3% CC FEE	
Customer Name	Date	BALANCE OUE	s Dow!
Cuslomer Signature NEWD Court CO COOA De-	Dale	The	ank You!

WATER TREATMENT PLANT ROOF REPLACEMENT CHANGE ORDER APPROVAL

WHEREAS, the roof on the Niagara Falls Water Board ("Water Board") Water Treatment Plant ("WTP") is original to that building which was completed in 1997 and is outside of its warranty period; and

WHEREAS, in 2023 the Water Board awarded the bid for replacement of the WTP roof to Weaver Metal and Roofing, Inc., for a total sum not to exceed \$3,362,000; and

WHEREAS, the roof replacement project nearly is complete, and Water Board staff recommend proceeding with replacing the roof on the WTP guard post and adding to the original scope of work replacement of the roof on the sludge building, which is separate from the main WTP buildings but has the oldest roof of any building on the property, as the sludge building serviced the former WTP at 5317 Buffalo Avenue and continues to serve the present site, containing pumps and instrumentation that are critical to the treatment process; and

WHEREAS, through Change Order No. 6, roofs on these two buildings will be replaced, and after prior change orders, credits, and application of an allowance that was included in the original bid, the total contract price will increase by \$44,471;

WHEREAS, the work to be performed pursuant to the change order will be completed in 2024 and will be warrantied along with the other roof replacement work performed by Weaver;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute Water Treatment Plant Roof Replacement Project Change Order No. 6, dated August 30, 2024, to authorize Weaver Metal & Roofing, Inc., to replace the roof on the guard post and sludge buildings for a net addition of \$44,471, bringing the total not-to-exceed sum approved for this project to \$3,417,556.

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. WTP-5, WTP Roofing

Capital Line Supplied by: D. Williamson

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	lo	Abs	tain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	W. Cos	tello, Sec	retary to	Board	

Change Order

PROJECT: (Name and address)
Water Treatment Plant Roof

Reconstruction
5815 Buffalo Ave.

Niagara Falls, NY 14304

OWNER: (Name and address) Niagara Falls Water Board

5815 Buffalo Ave.

Niagara Falls, NY 14304

CONTRACT INFORMATION:

Contract For: General Construction

Date: 9/21/2023

ARCHITECT: (Name and address)

CPL

726 Exchange Street

Suite 920

Buffalo, NY 14210

CHANGE ORDER INFORMATION:

Change Order Number: 006

Date: 8/30/2024

CONTRACTOR: (Name and address)

Weaver Metal & Roofing, Inc.

40 Appenheimer Ave. Buffalo, NY 14214

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by sixty (60) days.

The new date of Substantial Completion will be December 15, 2024

\$ 3,362,000.00 \$ 11,085.00

\$ 3,373,085.00

<u>44,471.00</u> 3,417,556.00

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CPL ARCHITECT (Firm name)	Weaver Metal & Roofing, Inc. CONTRACTOR (Firm name)	Niagara Falls Water Board OWNER (Firm name)			
SIGNATURE	SIGNATURE	SIGNATURE			
K. Patterson, AIA PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE			
DATE	DATE	DATE			



August 30, 2023

Sean Costello, Acting Executive Director Niagara Falls Water Beard Micheal C O'Laughlin Water Treatment Plant 5815 Buffalo Avenue Niagara Falls, NY 14304

Re: Niagara Falls Water Board Water Treatment Plant Roof Reconstruction

Dear Mr. Costello,

Change order #006 includes the following items totaling a \$44,471.00 increase in the contract sum.

Cancel Deduct for Guard House	\$20,471.00
Sludge Building	\$49,000.00
Remaining Allowance	\$(25,000.00)
Total:	\$44,471.00

If you have any questions or require any additional information, please contact me at (716) 218-4746

Very truly yours,

Kisha Patterson, AIA Project Architect

Enclosures

C: File

To

Niagara Falls Water Treatment Plant Roof Reconstruction 5815 Buffalo Avenue Niagara Falls, NY 14304 CPL Architecture 26 Mississippi Street Buffalo, NY 14203

Change Order Summary

#	Date	Description	Cost	Status	Approved Amounts
#1	9/12/2023	Modification to Perimeter Detail	\$ (15,497.00)	Approved	\$ (15,497.00)
#2	9/27/2023	Hot Stack Fabrication & Install	\$ 4,878.00	Approved	\$ 4,878.00
#3	9/27/2023	RTU Grounding / LPS Installation	\$ 575.00	Approved	\$ 575.00
#4	3/7/2024	Addt'l Tapered - Sloped Concrete Deck	\$ 41,600.00	Approved	\$ 41,600.00
#5	3/28/2024	Deduct for Guard House	\$ (20,471.00)	Approved	\$ (20,471.00)
#6	8/27/2024	Cancel Deduct for Guard House	\$ 20,471.00		\$ 20,471.00
#7	8/27/2024	Sludge Building	\$ 49,000.00		\$ 49,000.00
#8	8/27/2024	Remaining Allowance	\$ (25,000.00)		\$ (25,000.00)
#9			\$ -		\$ -
#10			\$ -		\$ -
#11			\$ -		\$ -
#12			\$ -		\$ -
#13			\$ -		\$ -
#14			\$ -		\$ -
#15			\$ -		\$ -
#16			\$ -		\$ -
#17			\$ -		\$ -
#18			\$ -		\$ -
#19			\$ -		\$ -
#20			\$ -		\$ -
				TOTAL	\$ 55,556.00



40 APPENHEIMER AVENUE BUFFALO NY 14214

716.891.8844

716.891.9443

WEAVERMRING.COM

Date: 8/27/2024 Job Reference:

Proposal For To

Niagara Falls Water Treatment Plant Roof Reconstruction

CPL Architecture

5815 Buffalo Avenue

26 Mississippi Street

Niagara Falls, NY 14304

Buffalo, NY 14203

Attention: Kisha Patterson

Scope of Work

Supply all labor, material, equipment and supervision necessary to perform the following scope of work:

- Remove and dispose asbestos containing flashing and flashing mastic per code rule 56.
- o Remove existing gravel stop, add wood blocking and install fall protection.
- ° Remove 700 sq ft existing roofing to concrete deck.
- o Adhere 725 TR vapor barrier in CavGrip III.
- o Adhere tapered insulation system in low rise foam adhesive to promote positive drainage.
- Adhere 1/2" Securock coverboard in low rise foam adhesive.
- o Install Carlisle .090 nonreinforced EPDM, and details to satisfy 30-year warranty.
- o Install .050 aluminum fascia, color seleted by owner.
- o Furnish and install lightning protection.
- Provide owner with 30-year 90mph manufacturer's warranty (<u>NOTE</u>: warranty price is only valid if work is completed under the existing contract)

\$49,000 (Forty-Nine Thousand Dollars)

Notes

Price does not include replacement of roof hatch, plumbing work or deck repairs, if necessary.

Thank you for considering Weaver Metal and Roofing, Inc. as a potential provider of roofing services for this project.





Date: 3/28/2024 Job Reference:

To

Niagara Falls Water Treatment Plant Roof Reconstruction CPL Architecture

3815 Buffalo Ave

Attention: Kisha Patterson

26 Mississippi St, Buffalo, NY 14203

Niagara Falls, NY 14304

Change Order #4: Deduct for Guard House Roof

LABOR	RATE	HOURS	COST
1 R Journeymen: Mobilize / setup safety	\$ 75.68	(16.0)	\$ (1,210.88)
2 R Journeymen: Remove gravel, tearoff & install VB	\$ 75.68	(40.0)	\$ (3,027.20)
3 R Journeymen: Install fully adhered EPDM	\$ 75.68	(64.0)	\$ (4,843.52)
4 SM Journeymen: Fabricate and install fascia	\$ 86.02	(28.0)	\$ (2,408.56)

MATERIAL	UNIT	QUANTITY	\$ PER UNIT	COST
1 CavGrip III	cyl	-2	\$ 740.00	\$ (1,480.00)
2 725 TR	sq	-3	\$ 245.00	\$ (735.00)
3 Tapered Insulation Package & Drain Sumps	ea	-0.5	\$ 610.00	\$ (305.00)
4 1/2" Securock	sq	-3	\$ 86.00	\$ (258.00)
5 Low Rise Foam Adhesive	kit	-1	\$ 1,800.00	\$ (1,800.00)
6 .060 EPDM	sq	-3	\$ 107.00	\$ (321.00)
7 6" Seam Tape	roll	-1	\$ 170.00	\$ (170.00)
8 Low VOC Primer	gal	-1	\$ 120.00	\$ (120.00)
9 12" Elastoform	roll	-1	\$ 375.00	\$ (375.00)
10 Corners	ea	-12	\$ 13.95	\$ (167.40)
11 T Joint Patches	ea	-13	\$ 6.50	\$ (84.50)
12 2" Plates & 1-5/8" Fasteners	ea	-40	\$ 0.75	\$ (30.00)
13 Lap Sealant	ea	-10	\$ 10.00	\$ (100.00)
14 Drain Inserts	ea	-1	\$ 225.00	\$ (225.00)
15 Plywood	sheet	-5	\$ 26.00	\$ (130.00)
16 .050 Aluminum	sheet	-2	\$ 125.00	\$ (250.00)
17 26ga Galvanized	sheet	-2	\$ 85.00	\$ (170.00)
18 Cleat Fasteners	ea	-120	\$ 0.50	\$ (60.00)

SUBCONTRACTOR	UNIT	QUANTITY	\$ PER UNIT	COST	
1 Dumpsters	ea	-1	\$ 700.00	\$	(700.00)
2 Lightning Protection	ea	-1	\$ 1,500.00	\$	(1,500.00)
			LABOR TOTAL	\$	(11,490.16)
		MA	TERIAL TOTAL	\$	(6,780.90)
		SUBCONT	RACTOR TOTAL	\$	(2,200.00)
			15% O&P	\$	-
			TOTAL	\$	(20,471.00)

Notes

Deduct for removal of Guard House roof from scope.

Thank you for using Weaver Metal and Roofing, Inc. as the provider of roofing services for this project.

Authorized Signature	Acceptance of Proposal
This proposal may be withdrawn by us if not accepted within 30 days.	The above prices, specifications and conditions are hereby accepted.
(Contractor's Signature)	(Authorizing Signature)
(Date)	(Date)

NFWB Sept. 23, 2024 Business Meeting Agenda Packet Page 53

ESA AGREEMENT WITH EPA RELATIVE TO RISK MANAGEMENT PROGRAM

WHEREAS, in June 2022 EPA representatives conducted an inspection of the Risk Management Program at the Niagara Falls Water Board's Water Treatment Plant ("WTP") and determined that the WTP's program was not in full compliance with certain regulations, relating in part to inadequate or incomplete documentation and record keeping and to certain mechanical deficiencies in related equipment; and

WHEREAS, on learning of these issues, the Water Board took prompt action to correct them, establishing and maintaining systems and procedures to formally document compliance and upgrading mechanical equipment, including by making short-term repairs to the WTP chlorine scrubber and by contracting to replace that scrubber with a brand-new unit; and

WHEREAS, the Water Board having corrected the regulatory compliance issues identified by EPA, EPA now has offered to resolve this matter through an Expedited Settlement Agreement ("ESA") which does not require the Water Board to admit to any specific factual findings in exchange for payment of a penalty in the sum of \$10,800, which will save the Water Board the potential legal fees and other expenses and uncertainty associated with contesting this matter;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

Nicholas J. Forster, Chairman

RESOLVED, that the Niagara Falls Water Board authorizes the Executive Director to enter into an Expedited Settlement Agreement with EPA relative to matter No. CAA-02-2024-1203 and to pay to EPA a penalty in the amount of \$10,800.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: Budget Line: FA-1930-0000-0449.599, Judgements & Claims

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes		N	No		Abstain		Absent	
Board Member Dean	[]	[]	[]	[]	
Board Member Kimble	[]	[]	[]	[]	
Board Member Larkin	[]	[]	[]	[]	
Board Member Sirianni	[]	[]	[]	[]	
Chairman Forster	[]	[]	[]	[]	
Signed By:			Vote	Witness	sed By:				
								_	

Sean W. Costello, Secretary to Board



EXPEDITED SETTLEMENT AGREEMENT

DOCKET NO: CAA-02-2024-1203

This ESA is issued to: Niagara Falls Water Board

5815 Buffalo Avenue Niagara Falls, NY 14304

This Expedited Settlement Agreement ("ESA") is being entered into by the U.S. Environmental Protection Agency, Region 2 ("EPA"), by its duly delegated official, and by the Niagara Falls Water Board ("Respondent") pursuant to Sections 113(a)(3) and (d) of the Clean Air Act (the "Act"), 42 U.S.C. §7413(a)(3) and (d), and 40 C.F.R. §22.13(b). EPA and the United States Department of Justice have jointly determined that EPA may pursue this type of case as an administrative penalty action under Section 113(d)(1) of the Act, 42 U.S.C. §7413(d)(1).

ALLEGED VIOLATIONS

On June 14, 2022, EPA conducted an onsite inspection at Respondent's Michael C. O'Laughlin Municipal Water Plant facility, located at 5815 Buffalo Avenue in Niagara Falls, New York (the "Facility") to determine compliance with the Act's Risk Management Program regulations, promulgated at 40 C.F.R. Part 68 pursuant to Section 112(r) of the Act. Pursuant to the inspection, EPA has determined that Respondent violated the RMP regulations described in the attached Risk Management Program Findings ("Findings"). EPA described the violations in a letter sent by email to Facility representatives dated May 12, 2023.

<u>SETTLEMENT</u>

In consideration of the penalty assessment factors set forth in Section 113(e) of the Act, 42 U.S.C. §7413(e), and upon consideration of the entire record, the parties enter into the ESA in order to settle the violations described in the Findings for the total penalty amount of **ten thousand eight hundred dollars (\$10,800).**

For purposes of this proceeding, Respondent agrees to the following: it waives any objections that it may have regarding jurisdiction; it neither admits nor denies the specific factual allegations contained in the Findings; it consents to the assessment of the penalty as stated herein; and it waives its rights to contest the allegations contained herein, or to a hearing afforded by Section 113(d)(2)(A) of the Act, 42 U.S.C. §7413(d)(2)(A), and to appeal this ESA. Each party to this action shall bear its own costs and fees, if any.

Expedited Settlement Agreement, Docket No. CAA-02-2024-1203 – Niagara Falls Water Board

Respondent also certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that Respondent has corrected the violations described in the Findings.

After signature, a scanned copy of the signed ESA must be sent by email to Francesco Maimone at the following email address: Maimone.Francesco@epa.gov. The original, signed ESA must be sent by certified mail to:

Francesco Maimone, Physical Scientist
Air Compliance Branch
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway, 21st Floor
New York, NY 10007-1866

The ESA, when executed by both parties and the Regional Judicial Officer and filed with the Regional Hearing Clerk, is binding on EPA and Respondent. Upon such filing and Respondent's timely payment of the penalty, EPA agrees it will not take any further civil penalty action against Respondent for the alleged violations of the Act referenced herein.

Nothing in this ESA shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This ESA does not relieve, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of the Act and regulations promulgated or permits issued thereunder.

If the signed ESA is not returned to EPA Region 2 as instructed herein by Respondent within forty-five (45) days of the date of Respondent's receipt of it (or within ninety (90) days if an extension is requested and granted), the proposed ESA is withdrawn, without any prejudice regarding EPA's ability to file an enforcement action for the alleged violations identified herein.

Respondent agrees to submit a payment in full of \$10,800 within thirty (30) days of the filing of a fully executed copy of this ESA with the Regional Hearing Clerk.

PAYMENT INSTRUCTIONS

EPA requests that payments be made through the http://Pay.gov website using the following link: https://www.pay.gov/public/form/start/11751879.

Please ensure that the following information is included on the payment form:

i. Amount of payment: \$10,800

ii. Name of Respondent: Niagara Falls Water Board

iii. Docket No.: CAA-02-2024-1203

To ensure your payment is recorded properly, you are required to notify EPA contemporaneously with

Expedited Settlement Agreement, Docket No. CAA-02-2024-1203 - Niagara Falls Water Board

Page **2** of **7**

the payment. Please send an email message or letter that references the date of the payment, the payment amount, the docket number, and your name and address to the following: Francesco Maimone, at his email or address, shown above, and to:

Jean Regna
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency - Region 2
290 Broadway, 17th Floor
New York, NY 10007-1866
email: Regna.Jean@epa.gov

Milton Wise U.S. Environmental Protection Agency 26 W. Martin Luther King Drive Attention: FINANCE

MS: NWD

Cincinnati, OH 45268

emails: Wise.Milton@epa.gov and cinwd_acctsreceivable@epa.gov

and

Karen Maples, Regional Hearing Clerk
Office of Regional Counsel
U.S. Environmental Protection Agency - Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866
email: Maples.Karen@epa.gov

Failure to pay the penalty when due may subject Respondent to a civil action pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. §7413(d)(5), to collect the penalty, including accrued interest, attorney's fees, collection costs, and nonpayment penalties.

For purposes of the requirements of 26 U.S.C. §162(f) of the Internal Revenue Code, the cost of actions taken to come into compliance with the violations identified herein are "restitution or paid to come into compliance with law."

This ESA is effective upon filing with the Regional Hearing Clerk.

FOR RESPONDENT:	
Signature:	Date:
Name (print):	
T'11 - / 1	

FOR COMPLAINANT:	
	Date:
Kathleen Anderson, Director	
Enforcement and Compliance Assurance Division	
U.S. EPA, Region 2	
I hereby ratify the ESA and incorporate it herein by reference.	It is so ORDERED.
	Date:
Helen Ferrara	
Regional Judicial Officer	
U.S. EPA, Region 2	

Risk Management Program Findings CAA §112(r) Violations

Niagara Falls Water Board Michael C. O'Laughlin Municipal Water Plant 5815 Buffalo Avenue Niagara Falls, NY 14304

COMPLETE THIS FORM AND RETURN IT WITH THE ESA

VIOLATION	PENALTY AMOUNT
Subpart D Prevention Program	
Management System [68.15(a)] The owner or operator failed to develop a management system to over the implementation of the risk management program elements.	<i>\$1,200</i> see
Process Safety Information [68.65(d)(2)] The owner or operator failed to ensure that equipment complies with recognized and generally accepted good engineering practices.	\$1,500
Process Hazard Analysis [68.67(e)] The owner or operator failed to assure that all recommendations were resolved in a timely manner and that resolutions were documented.	\$1,500
Operating Procedures [68.69(a)(2)(i)] The owner or operator failed to address the consequences of deviation in the operating procedures.	<i>\$1,200</i> s
Operating Procedures [68.69(a)(3)(iii)] The owner or operator failed to address control measures to be taken in physical contract or airborne exposure occurs in the operating procedure.	
Training [68.71(b)] The owner or operator failed to provide refresher training at least every three years to each employee involved in operating a process.	\$1,500 Y
Mechanical Integrity [68.73(e)] The owner or operator failed to correct deficiencies in equipment that were outside acceptable limits in a safe and timely matter to assure safe operation.	<i>\$900</i> e

Management of Change [68.75 (a)] The owner or operator failed to implement written procedures changes to equipment that affect a covered process.	<i>\$1,500</i> to manage
Compliance Audits [68.79(a)] The owner or operator failed to certify that the facility has evaluated compliance with the provisions of the prevention program at le every three years.	
Contractors [68.87(b)(1)] The owner or operator failed to evaluate the contract owner or safety performance and programs when selecting contractors.	\$900 operator
Contractors [68.87(b)(2)] The owner or operator failed to inform the contract owner or o of potential hazards related to the contractors' work and the pr	
Unadjusted Penalty	\$13,500
Adjustments to Penalty	
Pursuant to EPA's "Expedited Settlement Penalty Matrix, Multip Penalties For Violations Found During RMP Inspections," a mult the total population served (10,001-100,000 people) and the quatimes the threshold quantity), is being applied to reduce the pe	ciplier factor of 0.8, in consideration of uantity of the regulated substance (>10
\$13,500 x 0.8 (multiplier factor) = \$10,800	
Total Penalty	\$10,800
The approximate cost to correct the above items: \$	
Compliance staff name:	
Signed:	_ Date:

REPLACEMENT OF WWTP TRANSFORMER BPD CABLES

WHEREAS, the Niagara Falls Water Board's Wastewater Treatment Plant ("WWTP") includes a large electrical substation through which two redundant 115KV feeds pass to provide power to the WWTP; and

WHEREAS, the bushing potential device ("BPD") cables associated with the electrical feed from Line 188 require replacement in order to ensure safe and reliable transformer performance; and

WHEREAS, Water Board staff have obtained a quote dated August 21, 2024 from Ferguson Electric to furnish and install replacement BPD cables pursuant to the terms of the pre-bid high-voltage electric service contract awarded to that firm for \$24,990;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to pay to Ferguson Electric Co., Inc., an amount not to exceed \$24,900 to furnish and install replacement BPD cables for electrical feed Line 188 at the WWTP substation, as described in that firm's August 21, 2024 quotation.

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

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

Capital Plan Line: WWTP-17, WWTP Infrastructure Projects – Misc.

On September 23, 2024, 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 Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	e Witness	sed By:			
Nicholas J. Forster, Chairma	 n		Sear	ı W. Cos	tello, Sec	retary to	Board	



Design and Engineering

- o Design Build
- High, Medium & Low Voltage Retrofit
- Power System Studies
- Power Quality Solutions
- Energy Audit

Pre-Construction

- o CAD, Revit, BIM & 3D
- Preliminary Budget
- One-Line Diagram Creation & Maintenance

Construction Division

- Distribution
- Branch Power
- Lighting
- o Controls
- Project
- Management
- Substation
- 24 Hour Emergency Service

Line Crew Division

- Traffic / Signal Installation
- Pole Removal, Relocation, and Installation
- Overhead Line Installation Substation

Service Division

Your exclusive TEGG® Service provider

- Electrical preventative maintenance programs
- o 24-hour emergency service
- Troubleshooting and repair

Systems Division

- o Data
- Communication
- Fire Alarm
- Security

August 21, 2024

Niagara Falls Water Board Michael C. O'Laughlin Municipal Water Plant 5815 Buffalo Avenue Niagara Falls, NY 14304

Attention: Mr. David Conti

Re: 115kV Substation T1, BPD Cables Proposal FE005000

Dear Dave,

We are pleased to submit this proposal for the replacements of the BPD cables associated with the 115kV-T1 transformer.

We will:

- De-energize, lockout, and make safe.
- Remove the existing cables and install the new cables.
- Perform startup testing and verify control voltages.
- Energize the transformer and functionally test.

Our price for the above is **TWENTY-FOUR THOUSAND NINE HUNDRED NINETY DOLLARS (\$24,990.00).** Our price is subject to all applicable sales tax unless otherwise directed by your order to proceed. Our price is based on performing the work during normal business hours, 7:00 a.m. -3:30 p.m., Monday through Friday, excluding holidays.

Notes:

- We will perform all work strictly according to Article 70E of the NFPA dealing with the Arc Flash Protection.
- Utility costs are not included in this proposal should any incur.
- There is a 12–14-week lead time on cables ARO.

We appreciate the opportunity to work with Niagara Falls Water Board.

We await your written authorization of acceptance so that we may begin work on this project in a timely, satisfactory manner.

If there are questions, please do not hesitate to contact me.

Respectfully Submitted,

FERGUSON ELECTRIC INC.

Daniel R. Schultz Manager, Service Division



CHANGE ORDER ONE AND FINAL FOR 16 INCH CONCRETE WATER MAIN REPAIR AT HIGHLAND AND COLLEGE AVENUES

WHEREAS, the Niagara Falls Water Board ("Water Board") awarded the bid to repair a 16" concrete water main near the intersection of Highland and College Avenues to 4th Generation Construction Co. by way of Resolution No. 2023-09-001 for a total base bid of \$85,900; and

WHEREAS, during the repair, the condition of the existing pavement and margin area required restoration in excess of the amounts in the bid, adding \$11,938.10 to the project for pavement, curbing, and sidewalk restoration; and

WHEREAS, the water main repair also required removal and replacement of a structurally failing brick-and-mortar basin within the area of the excavation, adding \$7,100 to the project costs to install a replacement basin and to replace the lateral connections to the basin; and

WHEREAS, the total cost of the extra work required to complete the concrete water main repair was \$19,038.10, the City of Niagara Falls Engineering Department recommends that the contract with 4th Generation be amended to reflect these additional costs, bringing the contract total to \$104,938.10;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby accepts Change Order No. 1 to the contract awarded to 4th Generation Construction Co. for the 16" diameter prestressed concrete pressure pipe water main repair project near the corner of Highland and College Avenues, increasing the total amount authorized to be paid to 4th Generation by \$19,038.10, to a contract total of \$104,938.10.

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

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

W-30, Water Infrastructure Projects-Miscellaneous

D. Williamson Capital Line Supplied by:

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	Yes		No		Abstain		Absent	
Board Member Dean	[]	[]	[]	[]	
Board Member Kimble	[]	[]	[]	[]	
Board Member Larkin	[]	[]	[]	[]	
Board Member Sirianni	[]	[]	[]	[]	
Chairman Forster	[]	[]	[]	[]	
Signed By:			Vote	Witness	sed By:				
Nicholas J. Forster, Chairman			Sear	w. Cos	tello, Sec	retary to	Board		



NIAGARA FALLS WATER BOARD

August 20, 2024

TO: Water Board Members

FROM: Sean Costello, Esq.

Acting Executive Director

SUBJECT: CHANGE ORDER #1: \$19,038.10

16" DIA. PCCP WATER MAIN REPAIR PROJECT

HIGHLAND & COLLEGE AVENUE

A contract for the above referenced project was awarded to 4th Generation Construction Co. Inc. 5650 Simmons Ave. Niagara Falls NY on September 18, 2023, in the amount of \$85,900.00.

During the repair process, the condition of the existing pavement and margin area required restoration in excess of the amounts originally included in the project's proposal. Costs associated with pavement, curbing and sidewalk restoration is \$11,938.10. Additionally, to facilitate the water line repair, it was decided to remove and replace a structurally failing brick and mortar basin within the excavation. The complete basin installation costs, including lateral replacement is \$7,100.00, bringing the complete costs for the extra contract amount of work to \$19,038.10, and the contract total to \$104,938.10.

It is the recommendation of the undersigned that you allow this contract to be amended to reflect the additional tasks and compensation necessary to complete the project, to the satisfaction of the Niagara Falls Water Board's counsel.

Respectfully submitted,

Sean Costello, Esq. Acting Executive Director

Robert Buzzelli, Civil Engineer III

Dean	Larkin	Kimble	Sirianni	Forster
NFWB Sept	. 23, 2024 Bi	usiness Meetin	g Agenda l	Packet Page 68

ACCEPTING HAZEN AND SAWYER PROPOSAL FOR LEAD SERVICE LATERAL ENGINEERING SERVICES

WHEREAS, the Niagara Falls Water Board ("Water Board") issued request for proposals ("RFP") 2024-04 for Lead Service Lateral Engineering Consulting Services; and

WHEREAS, the intent of RFP 2024-04 is to obtain the services of a qualified engineering consultant to assist the Water board with EPA Lead and Cooper Rule Revision ("LCRR") compliance, including completing the lead service lateral inventory ("LSLI") that the Water Board is preparing as well as with Lead Service Line Replacement Program ("LSLRP"), Sampling Monitoring Program, Public Notification/Education/Outreach, and other components of LCRR compliance; and

WHEREAS, one proposal was received, from Hazen and Sawyer, with a total proposed recommended authorized fee of \$598,365 for all anticipated scopes of work relative to LCRR compliance assistance as well as assistance with anticipated additional requirements which will become mandatory on EPA's finalization of proposed Lead and Copper Rule Improvements ("LCRI") regulations, with all of Hazen and Sawyer's work to be performed on a time-and-material basis; and

WHEREAS, the NFWB has grant funding for its lead service line inventory related work under DWSRF Project No. 19405, the NFWB was awarded 2022 Bipartisan Infrastructure Law Lead Service Line Replacement funding through the Drinking Water State Revolving Fund, with a grant award up to \$472,780, and the NFWB will use in-house labor to perform a portion of the required work and to offset its share of the project under the grant's terms and conditions if any;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to accept Hazen and Sawyer's August 30, 2024 proposal for Lead Service Lateral Engineering Consulting Services for a total fee not to exceed \$598,365.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution:
Grant Funds from DWSRF Project No. 19405; additional funds to be paid from appropriate Consultants budget line in years incurred.

On September 23, 2024, 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 Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	W. Cos	tello, Sec	retary to	Board	



Proposal for

Lead Service Lateral Engineering Consulting Services

RFP No. 2024-04 | August 30, 2024

Table of Contents

Section 1

Cover Letter

Section 2

Firm Overview and Qualifications

Section 3

Project Team

Section 4

Situational Understanding and Technical Approach

Section 5

Project Schedule

Section 6

Fee Proposal and Rate Structure

Appendix A

Reference Projects

Appendix B

Resumes

Appendix C

Required Forms

Appendix D

Requested Exemptions to Contract Terms

Appendix E

Financial and Organizational Responsibility



Section 1
Cover Letter



August 30, 2024

Douglas S. Williamson, PE Director of Technical & Regulatory Services Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304

Re: Lead Service Lateral Engineering Consulting Services

Dear Mr. Williamson:

Hazen and Sawyer (Hazen) is pleased to submit our proposal to provide Professional Engineering services to support Niagara Falls Water Board (NFWB) with a compliance strategy for the Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI) that follows national best practices developed by Hazen, and currently being implemented for your peer utilities in the Western New York region. Selecting Hazen as your partner for the management of this program offers several benefits:

National Experts in LCRR/LCRI Compliance—Our proposed Technical Advisors, Mark Lenz, PE and Roger Arnold, PE are experts in LCRR/LCRI compliance who are actively supporting the Town of Tonawanda, Erie County Water Authority, Buffalo Water, and others with a variety of water quality initiatives. Mark also serves as our Buffalo Operations Manager and will support our team's resource management with the broader Hazen national team.

Experienced Local Leadership and Support Team—Mark and Roger will be supported by several additional team members with expertise supporting the implementation of compliance programs. Dan Seider, PE, will serve as Hazen's Program Manager and ensure all project deliverables meet or exceed NFWB's quality and schedule expectations. The technical support team includes John Salvagno, PE, who is supporting the Town of Tonawanda, Village of Kenmore, and City of Lockport with various LCRR/LCRI program management duties; Victoria Nystrom, PE, who has served as LCRR/LCRI Deputy Program Manager for several large water systems in the region; and Rebecca Carmine-Shaw, PE, who has assisted Western New York utilities with funding strategies, including the completion of supporting documents.

Non-Proprietary Tools for Efficiency and Usability—With constant advances in tools and technology, Hazen utilizes off-the-shelf, non-proprietary software to the extent possible to maximize the usability and adaptability of our tools for our clients. We have developed a non-proprietary, predictive machine learning model that has been used to predict the presence of lead service lines (LSLs) with a high degree of accuracy for the City of Miami Beach and other clients. This tool is available to advance the LSL identification efforts completed by NFWB to date.

In summary, the Hazen team will provide you with the benefit of access to nationwide LCRR experts; continuity with recent, relevant experience; and a strong local presence. If you have any questions or require additional information concerning our proposal, please feel free to contact me at 716.807.7064 or by email at dseider@hazenandsawyer. com. We look forward to supporting NFWB on this important compliance program.

Sincerely,

Dan Seider, PE

Associate Vice President

Hazen and Sawyer



Section 2
Firm Overview and Qualifications

Section No. 2

Firm Overview and Qualifications

Hazen develops practical solutions to drinking water treatment challenges throughout the United States. Backed by one of the industry's most comprehensive and advanced applied research portfolios, our engineering and scientific teams work exclusively with water, wastewater, and stormwater.

Hazen is a nationally recognized engineering firm delivering industry-leading technical expertise and best-value solutions for our clients. Dedicated solely to water, wastewater, and stormwater infrastructure for more than 70 years, Hazen is home to some of the world's most knowledgeable and experienced environmental engineers, scientists, and construction professionals. Our expert process groups contribute to the latest research and determine how to apply the most effective and efficient technologies to meet design challenges. Hazen provides the experience and insight to help utilities, public agencies, and industrial organizations exceed their goals through high-value, innovative solutions.

Founded in 1951, Hazen employs more than 1,800 staff in 74 offices across North America. Our culture of entrepreneurship and collaboration enables us to excel at complex assignments by mobilizing the right resources for each engineering challenge at hand, regardless of location. Our decadeslong client relationships are a testament to our company's commitment to putting our clients' interests first. The following pages provide an overview of Hazen's qualifications to perform LCRR/LCRI program management services.

Hazen has actively supported the Western NY water community with similar LCR/LCRR/LCRI compliance services for more than 5 years including: **Erie County Water** Authority, Buffalo Water, the Town of Tonawanda, the Village of Kenmore, the City of Lockport, and the City of North Tonawanda. Our 12 staff, including eight professional engineers, have an office at Seneca One and are continuing to grow and expand with more staff and additional local assignments.

1



Extensive LCRR/LCRI Compliance and Program Management Experience



| 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100

Corrosion Pilot Loop Study Erie County, NY

BENEFIT:

- Directly relevant experience with LCRR
 Compliance for neighboring water system
- $\hbox{\bf \bullet } Understanding of sampling requirements$
- $\bullet \ Understanding \ of \ public \ outreach$



Corrosion Public Outreach, Buffalo, NY

BENEFIT:

- Proven outreach strategy for a nearby utility
- Understanding of local partners and communication avenues to provide a comprehensive outreach and education program

LCRR/LCRI Program Assistance Town of Tonawanda, NY

BENEFIT:

- Comprehensive compliance support
- Digitization of more than 60,000 plumbing records
- $\bullet\,$ Updates to Enterprise GIS and Sampling Programs
- Experience working with Town staff to develop GIS and Lucity applications



LCRR Predictive Model Miami Beach, FL

BENEFIT:

- Non-proprietary model specifically developed to support identification of LSLs
- Machine learning prioritization of service line sites for identification and replacement

Team Spotlight

PROJECT DELIVERY LEADERSHIP



Program Manager Dan Seider, PE



Project ManagerJohn Salvagno, PE, CDT

Dan Seider and John Salvagno will lead Hazen's local project delivery. They will leverage their similar LCRR/LCRI experience for your peers and ensure national best practices are incorporated into project deliverables that meet or exceed compliance timeframes.

TECHNICAL ADVISORS



Technical Advisor Mark Lenz, PE



Technical Advisor Roger Arnold, PE

Mark Lenz and Roger Arnold will provide oversight of project deliverables and ensure that the Hazen project team's approach and deliverables align with industry best practices.

ADDITIONAL COMPLIANCE AND FUNDING SUPPORT



Sampling LeadVictoria Nystrom, PE



FundingRebecca Carmine-Shaw, PE

Victoria Nystrom and Rebecca Carmine-Shaw will lead several of the supporting tasks for this assignment, leveraging their experience supporting LCRR/LCRI programs and resubmission to the Bipartisan Infrastructure Law.

Appendix A provides a full list of reference project descriptions, led by the Hazen staff included on our proposed project team, to provide NFWB with continuity in best practices, local responsiveness, and comprehensive technical knowledge.

Project Experience Matrix

Project Experience	Matri	X									hboard		
The matrix below highlight's Hazen's national delivering LCRR/LCRI programs for peer ut page following this matrix provides a road deep understanding of the requirements for contents. Relevant Projects	ilities. The map of our	LOR Compliance	LSL Inventory	LSL Identification	LSL Replacement Plan	Sampling and Monitoring	Public Education and Outreach	Implementation Assistance	Multi-Year Program	Geospatial LSL Likelihood Analysis Modeling	GIS and Program Tracking Dashboard	Regulatory Coordination	Funding Support
Town of Tonawanda, NY	88,000												
Erie County Water Authority, NY	>500,000												
City of Lockport, NY	21,000												
Village of Kenmore, NY	15,000												
City of North Tonawanda, NY	30,000												
Miami-Dade Water and Sewer Department, FL	2,300,000												
WSSC Water, MD	1,800,000												
City of Chesapeake, VA	200,000												
City of Richmond	230,000												
City of Tempe, AZ	185,000												
City of Miami Beach, FL	90,000												
City of Gainesville, GA	159,000												
Clayton County, GA	275,000												
City of Buffalo, NY	276,000												
Cobb County-Marietta Water Authority, GA	950,000												
City of Norfolk, VA	400,000												
Virginia Beach, VA	450,000												
Spotsylvania County, VA	230,000												
City of Winchester, VA	30,000												
NYCDEP Corrosion Control Evaluation, NY	9,500,000												
Rowan County, NC	140,000												
Cape Fear Public Utility Authority, NC	190,000												
Charlotte Water, NC	818,000												
City of Greensboro, NC	290,000												
Johnston County, NC	160,000												
City of Atlanta, GA	1,200,000												
City of Fort Lauderdale, FL	220,000												

Current Regulatory Requirements of the Lead and Copper Rule Revisions/Improvements

The Hazen team is well positioned to support the Niagara Falls Water Board with LCRR/LCRI Program Management services through our comprehensive understanding of LCRR/LCRI. This regulatory and institutional knowledge will set a strong foundation for compliance:



Service Line Inventory

SL Inventory Materials Classification

- Non-lead
- Lead
- · Galvanized Requiring Replacement
- Lead Status Unknown

Requires systems with lead or unknown service lines to develop a publicly-available service line inventory. Inventories must:

- · Start with EPA-required record review
- . Submit to the State by:
- · LCRR Initial Inventory Oct. 16, 2024
- LCRI Baseline Inventory Expected Oct. 2027
- Be made available online for systems serving > 50,000
- Be updated annually, unless only non-lead remain



Service Line Identification

Service Line Identification:

- · States determine acceptable investigative methods
- Distribute flushing instructions and Point-of-Use (POU) filters after excavations or other pipe disturbance

Inventory Validation for Non-Lead Service Lines:

- · Validate a subset of Non-Lead service lines to achieve a 95% confidence level:
- ≤1,500 Non-lead Sites: Verify at least 20%
- >1,500 Non-lead Sites: Verify between 322-384 sites
- Requirement applies to Non-lead designations made based on methods other than records review or 2-point field verification

Validation must be completed and submitted to the State 3 years prior to the LCRI replacement deadline.



Lead gooseneck/connector

Priority for LCRR Compliance on October 16, 2024:

- Initial Inventory
- 24-hr tier 1 notification
- 30-day customer SL material
- Public Outreach and



Service Line Replacement (SLR)

Replace 100% of lead service lines (LSLs) and galvanized requiring replacement (GRR) in 10 years.

- Required for all system regardless of lead levels
- 10% minimum annual replacement rate calculated on a rolling 3-year period.
- Replacement Pool = LSLs + GRR + Unknowns

SLR Plan

- Make publicly accessible by LCRI compliance deadline
- Make available online for systems serving > 50,000
- Identify any laws or water tariff agreements that may affect system's ability to gain access for full SLR.

Plan components need to include:

- · Strategy for identifying unknown service lines
- · Procedures for full SLR
- · Strategy for customer notifications
- Flushing procedures and POU filter distribution
- Funding strategy for SLRs





Offer Follow-Up Sampling



Provide Point-of-Use Filters and 6 Months of Replacement Cartridges

Corrosion Control Treatment (CCT)

New CCT Requirements

- · Requires implementation of CCT, re-optimization, or can defer CCT following a lead action level exceedance
- · CCT study requires the use of pipe loops for systems with LSLs

Optional Deferred CCT Optimization

- Replace 100% of LSLs and GRR within 5 years at a minimum rate of 20% per year
- · Continue to operate existing CCT and meet public education/notification requirements.

System will be required to meet CCT requirements following AL exceedance even after all LSLs and GRR are replaced.



Public Education (P.E.) and Outreach

Service-Line Related Outreach

- Annual notice for sites with LSLs, GRR, and Unknowns
- Outreach required during service line identification work
- Notice of work
- · Distribute filters and flushing instructions
- · P.E. required for water systems that fail to meet replacement rate.

Notification of Tap Sampling Results

- · Notify customers within 3 calendar days of receiving results regardless of lead and copper levels. Must include:
- · Revised lead health effects language
- · Steps consumers can take to protect themselves
- Utility contact information
- Following an All exceedance systems must notify all customers within 24 hours and offer customer requested sampling.



Multiple AL Exceedances (3 within 5 yrs):

- · Public education campaign
- Distribution POU filters to all residents



Sampling

A variety of changes impact method and locations of tap monitoring

Establishes a lower lead action level of 10 ppb. 90th Percentile Required Actions Tap Sampling: Standard monitoring every 6 months 10 ppb CCT: Implement, re-optimize, or deferred Tap Sampling: Standard monitoring every year 5-10 ppl **CCT:** Maintain treatment and WQPs Tap Sampling: Reduced monitoring every 3 years **CCT:** Maintain treatment and WQPs

Additional Sampling:

- "Distribution System and Site Assessment" for samples greater than
- Sampling of schools and childcare facilities

New Tier Sample Site Selection Requirements:



lead premise plumbing.

Tier 1 and 2:

Sampling at

homes with

lead service

lines or

Test for

Sampling at homes with galvanized preceded by LSLs or connectors, homes with copper and leaded solder or representatives

Tier 3, 4, and 5:



Section 3
Project Team

Section No. 3

Project Team

The Hazen team, as shown in an organizational chart below, will bring their relevant experience, LCRR compliance expertise, and local presence to ensure successful development and implementation of a multi-year program to remove lead service lines from NFWB's service area.





Section 4
Situational Understanding and
Technical Approach

Section No. 4

Situational Understanding and Technical Approach

Hazen understands that NFWB is seeking qualified engineering consulting support to assist with the US EPA's Lead and Copper Rule Revisions (LCRR) and proposed Lead and Copper Rule Improvements (LCRI). This initial effort will include the planning, engineering evaluations, and regulatory coordination necessary for compliance with the service line inventory (SLI), lead service line replacement (LSLR), and sequential sampling compliance requirements as set forth in these regulations supported by community outreach, public notification, and relevant software tools. To strengthen NFWB's compliance, Hazen will deliver the following scope of services aligning with the tasks listed in the RFP:

Task 1: Service Line Inventory (SLI)

Hazen will work with NFWB to leverage the available records and completed field verifications at the water meter to expand the existing SLI in the time available prior to the initial October 16, 2024 submission, and in future iterations through the end of the 2025 calendar year. The SLI will serve to inform replacement efforts and establish the publicly available inventory. Hazen will ensure that NFWB submits a compliant SLI to the New York State Department of Health (NYSDOH) that reflects the total number of known non-lead, lead, galvanized requiring replacement, and unknown service lines following the required template format. Beyond October 16, 2024 Hazen will work with NFWB to incorporate service line connector material into the Baseline Inventory as outlined in the proposed LCRI.

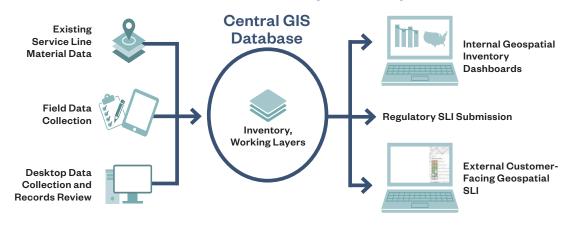
As requested, Hazen will work with key NFWB staff to establish a systematic, cost-effective approach for identifying service line materials within the water system. The outcome of this exercise will then be used to inform a Standard Operating Procedure (SOP) for service line material verification that will leverage NFWB's staff and enterprise GIS. Additional GIS support will include the development of the public facing SLI that displays information on the material of both the public and private sides of the service lateral with additional information that may need to be made available for public access in the future. Hazen will conduct up to two (2) workshops on recommendations to incorporate these GIS tools into your ongoing asset management practices and workflows. Hazen and NFWB staff will collaboratively manage and maintain data collection and public facing SLI GIS applications through December 31, 2025 or longer, pending additional authorization by NFWB.

The most time-sensitive activity under this task is for NFWB to prepare for compliant customer notification to properties containing an unknown, lead, or galvanized requiring replacement service line within 30 days of the October 16th, 2024 SLI compliance deadline. Hazen will develop those required notifications consistent with US EPA guidance for distribution by NFWB; Hazen will support NFWB with a cost-effective and compliant strategy for the proper distribution of these notices.

To develop NFWB's SLI and reduce unknowns, a combination of methods are likely required. A plan for applicable service line verification strategies will be documented and provided to NFWB with a focus on utilizing available, in-house NFWB resources to the extent practical. Typical industry verification methods are summarized in the table on the following page.

Service Line Verification Method Type	Service Line Side	Relevance for NFWB	Cost
Operator / Customer Survey	Customer-side	Effective method with sufficient public outreach. Leverages NFWB meter technicians and dedicated staff member, and can reduce excavation on private property.	\$
Statistical Analysis	Utility and/or Customer-side	Relies on statistics and system uniformity to interpolate or extrapolate service line materials within a given geographic area This is an approach that peer utilities in WNY are exploring with local and State DOH.	\$
Water Sampling for Lead	Utility and/or Customer-side	Requires establishing a community- specific threshold to indicate possible presence of an LSL: Invasive to homeowner and requires health department approval. Would leverage NFWB laboratory and sampling capabilities.	\$\$
Predictive Models	Utility and/or Customer-side	Predictive methods can be used to target field inspections and replacements, but requires at least 20% known service line materials to be accurate.	\$\$
Field/Visual Inspection	Utility and/or Customer-side	Field inspections completed by potholing can be costly and invasive. Other methods can be used initially to minimize need for field investigation; however, at the appropriate time NFWB hydro excavation and vacuum trucks/ crews can complete this work.	\$\$\$

Service Line Inventory Development



This task will also include development of a work plan for validation of non-lead service lines to achieve a 95% confidence level. The primary goals described in this work plan is to reduce the number of unknown service lines in NFWB's system through an iterative effort of predictive modeling and representative field verifications. The total cost of developing and implementing this predictive model will be stated in the work plan for NFWB's consideration. This work would be completed in 2025 and used to update the SLI prior to 2025 re-submission of the inventory to NYSDOH.

If authorized by NFWB following work plan development, the predictive modeling will assess the likelihood of lead and galvanized requiring replacement (GRR) for utility and customer side service locations. Hazen's approach to predictive modeling will consist of five main steps:

- · Data cleaning
- Exploratory data analysis (EDA)
- · Feature engineering and variable selection
- · Model training
- · Model testing.

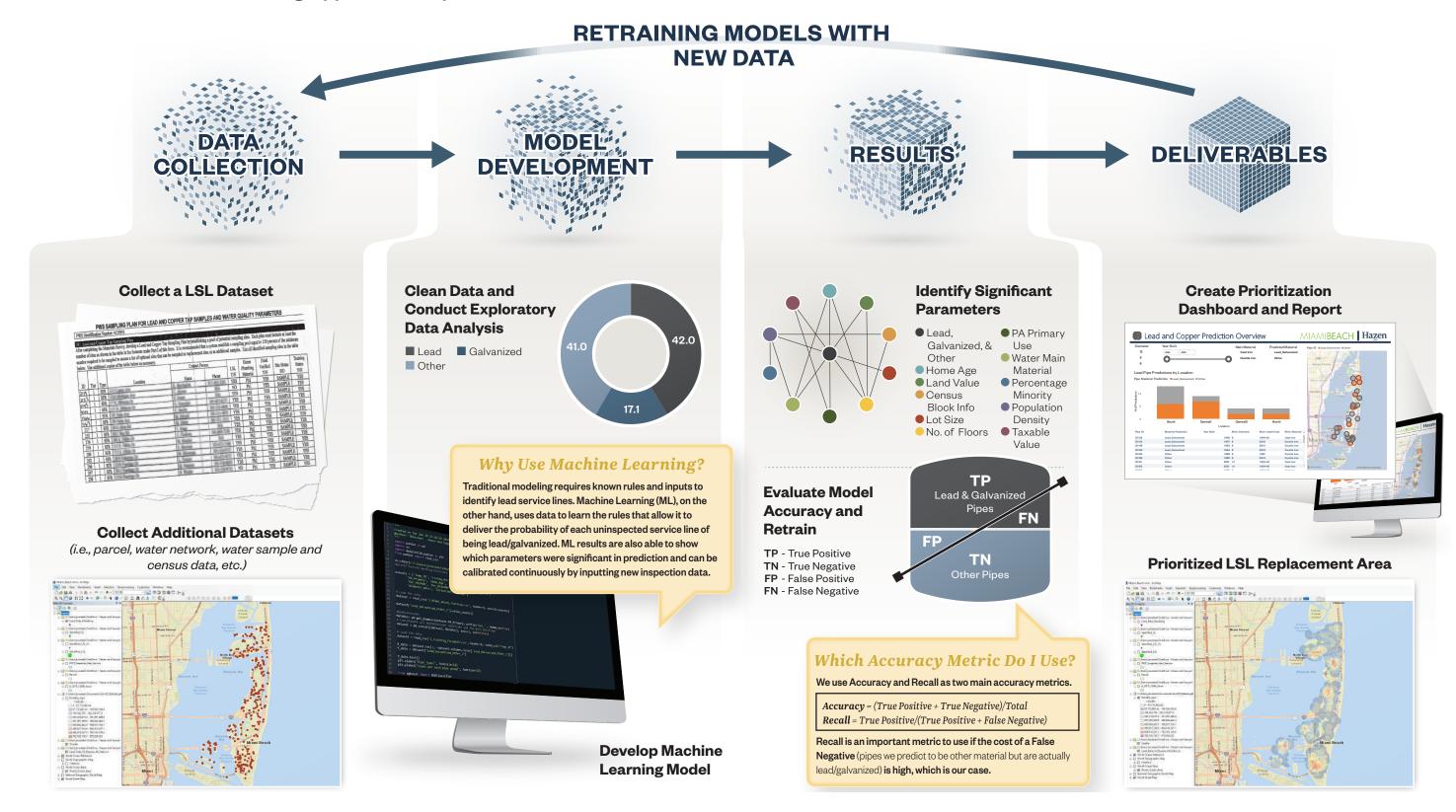
One model will be created to predict the service line material of the customer-owned portion of the service line with potential to build a second model with the same approach for the utility-owned portion. The model will be developed using NFWB's existing data as well as additional field verification data collected for statistical analysis.

Task 1: Deliverables

- · Support finalization of NFWB's SLI and submission to NYSDOH
- Development and maintenance of (1) a GIS data collection and (2) Public Facing SLI web applications with maintenance through December 31, 2025
- · Develop plan for field verification efforts using approved methodologies
- Customer outreach materials to support communication with residents
- Work plan for completing of a non-lead verification predictive model with 95% confidence interval and two (2) workshops with health regulators
- Recommendations and protocol development for distribution of required customer notifications within 30 days of SLI submission to NYSDOH

Predicting Lead Service Lines

Miami Beach Machine Learning Approach & Experience



Task 2: Develop a Lead Service Line Lateral Replacement Program

The EPA requires LSL Replacement Plans for utilities that have LSLs, GRRs, or lead status unknown service lines at the anticipated Lead and Copper Rule Improvements (LCRI) compliance date of October 2027. In the event of LSL or GRR findings, an LSL Replacement Plan provides a structure for efficiently verifying and replacing pipes requiring replacement. It is essential to develop a working plan that can be easily adjusted as new information and elements are determined. Our approach is to continually build on what NFWB has already done to-date on this effort and move those efforts forward to meet the regulatory demands of the LCRR and anticipated LCRI.

Hazen has successfully obtained regulator buy-in on these replacement plans for states that have stringent requirements. The following is a draft plan outline used for another utility. In this case, we drew upon the institutional knowledge of utility staff to complete some sections of the plan and ensure that the replacement process and procedures aligned with long-term utility goals. This outline provides a starting point for this project.

Example Table of Contents

1. Introduction

- 1.1 Program Goals and Objectives
- 1.2 Background and History
- 1.3 LCRI Requirement
- 1.4 Current Corrosion Control
- 1.5 Data Management

2. Program Management Structure and Governance

3. Program Schedule and Major Milestones

3.1 Annual Workplans

4. Prioritization

- 4.1 Material Verification and Replacement
- 4.2 Schools and Childcare Facilities

5. Inventory

- 5.1 Initial Inventory
- 5.2 Material Verification

6. Replacement Plan

- 6.1 Utility Side
- 6.2 Customer Side

6.3 Filter Distribution

7. Public Outreach and Communications

- 7.1 Objectives
- 7.2 Strategies
- 7.3 Community Engagement and

Canvassing

7.4 Resources

8. Schools and Childcare

9. Quality Control

10. Risk Management

10.1 Policies and Legislative Approaches

10.2 Corrosion Control Evaluation

11. Financing and Funding

- 11.1 Program Cost
- 11.2 External Funding
- 11.3 Financial Assistance

12. Sampling

Using an integrated approach and working in partnership with NFWB, Hazen will develop a customized LSL replacement plan that covers all aspects of the LCRR and draft LCRI. Enough detail will be provided in the body of the plan and auxiliary information, like Standard Operating Procedures, will be included in any appendices. The team will look for opportunities to integrate LSL replacements with planned capital improvement projects, and will employ proven prioritization strategies that target LSL replacements in the most disadvantaged neighborhoods and sensitive populations.

The goal is to provide a comprehensive plan, but in a format that can be updated as new information, techniques, budgets, regulations, etc. becomes available. The graphic below illustrates required customer communications as part of the Service Line Replacement Plan.

LEAD AND COPPER RULE REVISIONS AND IMPROVEMENTS

Requirements for Service Line Replacement

Communications Deliverable

LSL or GRR is Discovered

- ▲ Inform Customer
- Provide instructions to reduce lead exposure
- Provide information on replacement program (minimum of 4 attempts required to offer replacement)

Day of Replacement

- ▲ Provide informational flyer on replacement process including water shutoff requirements.
- · Replace service line

3 to 6 Months Following Replacement

- ▲ Tap sampling for lead
- 1st liter stagnation sample for full replacement
- 1st and 5th lister stagnation sample for partial replacement

Update Inventory and Report to State

PRIOR TO REPLACEMENT

DURING REPLACEMENT

AFTER REPLACEMENT



45 Days Prior to Replacement

- ▲ Inform Customer of replacement schedule
- Provide Replacement Program information and educational packet

Immediately Following Replacement (prior to SL returned to service)

- Provide point of use filter with instructions and replacement cartridges.
- ▲ Provide flushing instructions
- Customer to perform high velocity flushing

Postmarked within 3 Calendar Days of Receiving Sampling Results

Written notification to customers including sampling results.

Task 2: Deliverables

- Lead Service Line Replacement Plan, including recommended replacement rates and CIP planning including cost estimates
- Up to six (6) meetings with health regulators to respond to LSL replacement questions
- Public education and notification materials to support LSL replacement system-wide
- GIS-compatible tracking of LSL replacements, including dashboard summaries and relevant metrics agreed upon by NFWB and Hazen
- · Resubmission to the Bipartisan Infrastructure Law program for funding assistance
- Additional recommendations for potential outside funding sources (i.e., Water Infrastructure Improvement Act (WIIA))
- · Resident Communication Standard Operating Procedure (SOP) document
- Pitcher filter distribution Standard Operation Procedure (SOP) document

Task 3: Sampling Monitoring Plan

The LCRR includes new tier criteria for tap sample site selection and new procedures for compliance sample collection. NFWB will be responsible for increased sampling locations, frequency, and at an additional fifth liter to comply with the LCRR/LCRI.

Approach

A Sampling Plan will be developed to identify sample sites (including lead and copper compliance, schools, and childcare facilities) and establish SOPs for sample collection and tracking, data storage and reporting, and public notification.

The service line inventory (SLI) will serve as the primary data source for the Sampling Plan. It will include necessary data fields for determining site tier designations such as service line material, building type, and the presence of a lead gooseneck or connector. By using a centralized GIS solution to host the inventory, identification of sample sites can be expedited using a script that reads from the database to generate sample sites for NFWB. Building upon service line material findings, Hazen will develop a prioritized dataset of eligible LCR tap sampling sites, including customer contact information for sampling-related outreach. Tracking customer contact information will streamline customer outreach efforts by communities related to compliance sampling. Additionally, Hazen will develop an updated tap sampling standard operating procedure (SOP) to guide sampling efforts.

Hazen's Scope of Work for this task includes the following:

- Task 3.1: Sample Site Identification
- Task 3.2: Sample Collection Procedures
- Task 3.3: School and Childcare Facility Sampling
- Task 3.4: Corrosion Control Treatment Evaluation and Recommendations

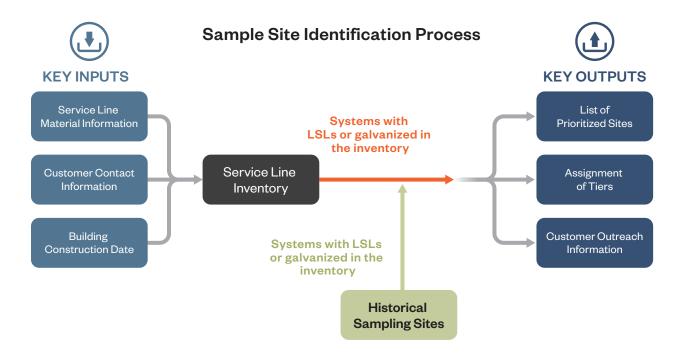
Task 3.1: Sample Site Identification

The LCRR tier criteria will focus on sampling sites with LSLs and galvanized iron service lines. Using results from the SLI, Hazen will provide recommendations for revising each community's LCR compliance sites to reflect the new LCRR tiered structure (shown right). Our proposed sample site identification process is illustrated in on the next page.



Hazen will provide the following services:

- Evaluate existing LCR sample site list and prioritize historical sampling sites that meet updated tier criteria for sampling.
- Establish targets for the number of prioritized sampling sites in each system to provide contingent sites.
- Build upon the SLI; identify a prioritized list of sampling sites meeting requirements for Tier 1-3 sites.
- Identify sampling sites as needed from historical sampling sites that are expected to meet Tier 4 or Tier 5 criteria when insufficient Tier 1-3 sites are available from the SLI.

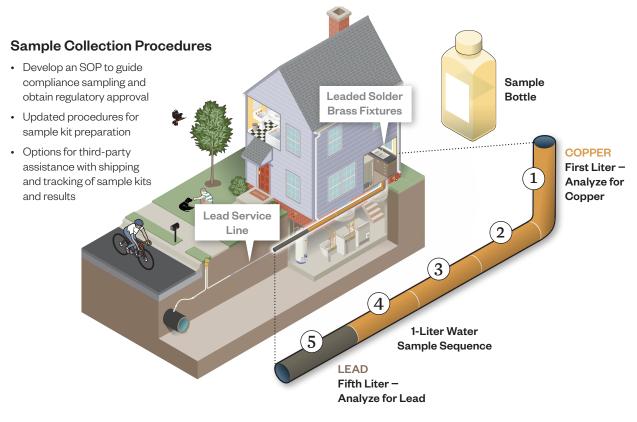


Task 3.2: Sample Collection Procedures

The LCRR introduces several changes to comliance sampling procedures, including requirements for fifth-liter sampling at sites with LSLs. Hazen will prepare an LCRR tap sampling SOP to guide compliance sampling and account for first and fifth-liter sample collection per LCRR requirements.

The figure on the following page illustrates the fifth-liter sampling approach intended to draw water directly from the LSL.

14



LCRR Compliance Sample Collection Procedures.

Hazen will provide the following services:

- Prepare a tap sampling SOP document that defines the procedures for customer outreach, laboratory coordination, sample collection, customer notification, and regulatory reporting. The SOP will cover fifth-liter sampling for sites with LSLs and first-draw sampling for other sites. The SOP will include procedures for sample kit preparation and distribution. It is anticipated that one SOP will be prepared to cover all systems.
- Prepare customer sampling instructions meeting LCRR requirements. It is anticipated that the instructions will contain fields for customer data collection to provide quality assurance for customer-collected samples.
- Hold a workshop to review the draft tap sampling SOP.

Task 3.3: Sampling of Schools and Childcare Facilities

The LCR Revisions introduce new requirements for sampling in schools and childcare facilities. Systems will be required to collect samples from at least 20% of primary schools and childcare facilities per year during the first five years (starting in 2027) and will be required to collect samples upon request. Systems will be required to conduct outreach to schools and childcare facilities about the sampling program and notify stakeholders of the results. Sampling requirements for schools and childcare facilities are shown in the illustration on the next page.

Schools and childcare facilities are considered as a type of Non-Transient/Non-Community water systems. The LCRR will necessitate regular communications with schools and childcare facilities in NFWB water systems. Hazen will develop a sampling SOP to guide sampling and communication efforts.

Lead Sampling Instructions - LCRR for Schools and Childcare Facilities



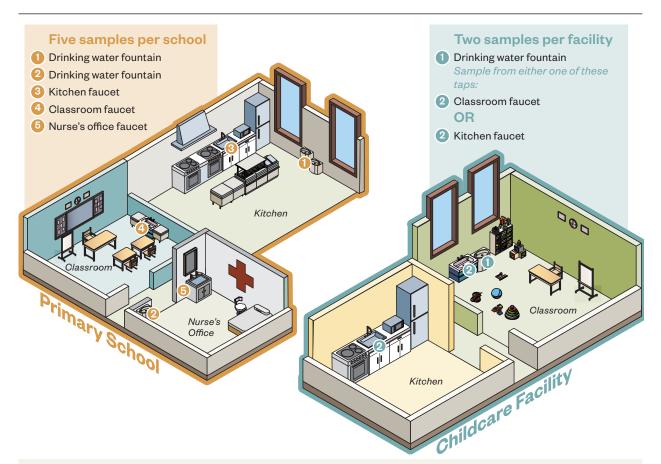
Each sample for lead shall be a first draw sample 250 ml in volume



The water must have remained stationary in the plumbing system of the sampling site (entire building) for at least 8 but no more than 18 hours

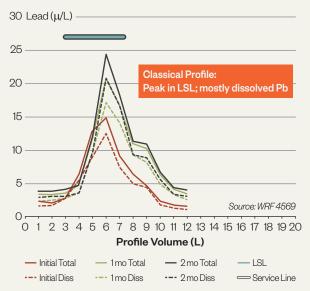


Samples must be **analyzed using acidification** and the corresponding analytical methods in 40CFR 141.89



There is potential for lead levels to increase under the new tap sampling requirements per the LCRR and draft LCRI. The figure on the right shows a typical profile of lead levels at a home served by lead service lines; lead levels peak between the 5th and 7th liter. As part of this task, Hazen will develop sequential sampling procedures for NFWB to utilize at homes served by an LSL or GRR.

Sequential sampling results will help NFWB and their customers to better prepare for the revised sampling procedures, but also provide insight into where in-home lead levels peak (if at all). Data will help inform CCT recommendations and optimized strategy as part of Task 3.4.



Task 3.4: Corrosion Control Treatment Evaluation and Recommendations

We understand that NFWB currently feeds a proprietary corrosion inhibitor and has reported lead 90th percentile concentrations between 8 ppb and 13 ppb since the 2001 sampling round. Hazen will review all historical reports completed in the past to optimize corrosion control treatment (OCCT), including the historical dosage and product specifications of the applied corrosion inhibitor, distribution system water quality and raw and finished WTP data.

More recently, EPA and state regulators have focused on a more rigorous and consistent OCCT being applied to overall distribution systems. Given the proposed lead Action Level of 10 ppb and historical 90th percentile lead concentrations of NFWB, it is possible that future sampling results will result in a Tier 1 Action Level exceedance. Our OCCT evaluation will focus on informing actions which NFWB can take to reduce the risk of a Tier 1 Action Level exceedance prior to your next sampling round (anticipated to be 2026), including:

- Institutional Knowledge and Experience:
 Our team will meet with key staff to gain valuable
 institutional knowledge and ensure that recom mended corrosion control strategies address any
 historical challenges and align with the long-term
 treatment goals.
- Historical Data Analysis: Our data analysis will start with a fresh look and review of historical corrosion control treatment strategies in comparison with a comprehensive analysis of raw, treated, and distribution water quality, as well as historical lead and copper levels. Corrosion Indices and Modeling: Using a range of historical data, common corrosion indices (such as langelier saturation index (LSI), aggressivity index (AI), calcium carbonate precipitation potential (CCPP), and chloride to sulfate mass ratio (CSMR)) will be calculated to determine the relative corrosivity of historical water quality conditions.
- Geospatial Analysis: Lead and copper levels, as well as key distribution water quality parameters, will be analyzed geospatially to determine if there are any particular areas of concern within the service area. Service line material designations from NFWB's inventory will also be overlaid geospatially to determine if known service line materials can be correlated with historical water quality or lead and copper levels.
- Optimal Corrosion Control Treatment Recommendations: From this evaluation, Hazen will recommend next steps for completing corrosion control treatment bench-or pilot-scale studies with the goals of reducing lead exposure and optimizing recurring chemical costs and operations and maintenance.



- · Prioritized sample site list
- · Sample site identification process results meeting agenda and minutes
- Tap Sampling SOP
- · Customer sampling request letter and sampling instructions
- · Tap Sampling SOP Workshop agenda and minutes
- · List of schools and childcare facilities for future LCRR/LCRI sampling
- School and Childcare Facility Sampling SOP. The SOP will define the outreach process, laboratory coordination, sample collection protocol, reporting procedures, and tracking of additional sampling requests.



Section 5
Project Schedule

Section No. 5

Project Schedule

NIAGARA FALLS WATER BOARD - LEAD SERVICE LATERAL ENGINEERING CONSULTING SERVICES

Hazen looks forward to supporting the NFWB's LCRR/LCRI compliance through collaborative workshops, transparent communication and industry leading analyses and project deliverables. Hazen is prepared to start immediately after receipt of a Notice to Proceed which we assume could be provided as early as the NFWB's September 16th Work Session. It is important that Hazen and NFWB begin to work on database access and knowledge transfer as soon as possible in order to submit an Initial Service Line Inventory meeting NYSDOH requirements prior to the EPA's 10/16/2024 deadline.

Task					20	024		2025			
	Task Description	Start	End	Sep	Oct	Nov	Dec	Q1	Q2	Q3	Q4
Lead Se	rvice Lateral Engineering Consulting Services										
0	Project Award, Contract Signing and Kickoff Meeting	9/16/2024	10/21/2024								
0.1	Project Award	9/16/2024	9/16/2024								
0.2	Contract Execution	9/16/2024	10/21/2024								
0.3	Project Kickoff Meeting & Existing Information Collaboration & Database Access	9/17/2024	9/17/2024								
1	Service Line Inventory Improvements	9/17/2024	12/31/2025								
1.1	Incorporate Records Review into NYSDOH Service Line Inventory Template	9/17/2024	10/14/2024								
1.2	Submit Initial Service Line Inventory to NYSDOH	10/16/2024	10/16/2024		♦ — In	nitial SLI due to N	YSDOH. 10/16/20	024	Upda	ted SLI to NYSE	OH. 10/16/2025
1.2a	Submit Updated Service Line Inventory with to NYSDOH										\Diamond
1.3	Develop content, solicit vendor & send Public Notifications to Customers (by NFWB)	10/1/2024	11/15/2024			\Q					
1.3a	Send out updated Customer Notification Letters				SL Material I	Notifications to C	Sustomers. 11/15/2	2024			\Diamond
1.4	Develop GIS Applications for Data Collection and Public Facing Service Line Inventory	10/16/2024	12/31/2024						Update	ed Customer Le	tters. 11/15/2025
1.5	Provide Training, Database Maintenance, and Application Changes	1/1/2025	12/31/2025								
1.6	Develop SOP (incl. associated costs) for Recommended Field Verification Program	10/16/2024	12/31/2025								
1.7	Develop Work Plan for Statistical Analysis to Achieve 95% Confidence Interval	11/18/2024	2/7/2025								
1.8	Collaborate with NFWB to update and maintain SLI	10/16/2024	12/31/2025								
1.9	Develop and Update Public Education and Outreach Materials to Support Program Communications	9/17/2024	12/31/2025								
2	Develop Lead Service Lateral Replacement Program	9/17/2024	12/31/2025								
2.1	Develop Draft Lead Service Line Replacement Plan (incl. CIP Costs, Replacement Rates, etc.)	1/1/2025	7/30/2025								
2.2	Develop Final Lead Service Line Replacement Plan	7/30/2025	9/30/2025								
2.3	Prepare Bipartisan Infrastructure Law (BIL) LSL Replacement Submission	4/11/2025	6/15/2025								
2.4	Lead Service Line Replacement Funding Support	11/1/2024	12/31/2025								
2.5	Regulatory Consulting (i.e. NYSDOH Q&A, Two (2) Technical Workshops, etc.)	11/1/2024	12/31/2025								
2.6	Prepare SOP for leveraging existing Lucity software to track customer communications	11/1/2024	2/14/2025								
2.7	Prepare SOP for leveraging existing Lucity software to track pitcher filter distribution	11/1/2024	2/14/2025								
2.8	Develop and Update Public Education and Outreach Materials to Support Program Communications	9/17/2024	12/31/2025								
3	Sampling Monitoring Program	9/17/2024	12/31/2025								
3.1	Develop Sample Monitoring Program SOP to Achieve Desired Tracking, Data Management, & Reporting	9/17/2024	12/31/2024								
3.2	Support Implementation of Sampling Monitoring Program based on NFWB Feedback	1/1/2025	12/31/2025								
3.3	Review NFWB Corrosion Control Treatment Program and Recommend Additional Analyses	11/1/2024	12/31/2025								
3.4	Implement Additional Corrosion Control Treatment Analyses (if Authorized by NFWB)	1/1/2025	12/31/2025								



Section 6 Fee Proposal and Rate Structure

Section No. 6

Fee Proposal and Rate Structure

Fee Review and Negotiation

Our approach and fee structure will provide NFWB with the high-value that you expect. As requested, our fee will be billed on a Time and Materials basis using our rate table and the "Not to Exceed" Values for each task in the RFP and as noted in the accompanying Fee and Work Breakdown Structure (WBS) table; the Fee and WBS table includes Hazen personnel hours/rate table, subconsultant costs, and a recommended contingency to derive a recommended Not-To-Exceed Task and Contract Value. We have also identified specific tasks where we anticipate NFWB resources can directly contribute so that NFWB can directly recoup some of the existing BIL grant funds.

Our Fee Proposal is based on the following key goals:

- Maintain Regulatory Compliance The initial Service Line Inventory (SLI) is due this fall (2024) and soon
 afterwards customer notifications must be sent out. Our team is prepared to respond quickly to meet these
 dates and prepare and work with NFWB to improve the SLI in 2025, prior to the annual updates that are
 required. The task 3 OCCT evaluations will also identify actions which NFWB can take to minimize the risk
 of a future Action Level exceedance in the first round of LCRR sampling in 2026.
- Maximize Grant Reimbursement NFWB's 2022 BIL grant for \$472,780 is solely focused on building and improving the SLI. We have structured our fee to maximize reimbursement directly to NFWB for efforts of your staff and our consulting fee, and will achieve greater than 20% M/WBE participation through collaboration with JM Davidson. We will also support NFWB with additional, likely much larger grant applications (i.e. up to \$10 million), for Lead Service Line Replacement (LSLR) and other LCRR/LCRI program requirements.
- Prepare for the Future By developing Plans and SOPs in 2024/2025 and training and building NFWB's
 resources our team will help prepare you for future CIP expenditures while also training your in-house staff,
 thus minimizing future Consultant and Contractor expenditures. The proactive OCCT evaluations will also
 help minimize future costs.

Rate Schedule

Title	Billing Rate (\$/hour)
Assistant Engineer I	\$145
Assistant Engineer II	\$160
Engineer	\$175
Principal Engineer	\$195
Sr. Principal Engineer	\$215
Associate	\$245
Sr. Associate	\$275
Associate Vice President	\$295
Vice President	\$315

NFWB Future LCRR/LCRI Program Costs

Based on Hazen's national experience supporting utilities of similar size with drinking water compliance, we understand that the LCRR/LCRI program will be a major burden on NFWB's CIP from 2024 through 2037. We acknowledge that approximately 13,198 houses were built in Niagara Falls, prior to 1939, which have a high probability of being a lead or galvanized service line. Based on AWWA guidance for municipalities in the Northeast, projections for service lines requiring replacement for a system of your size are approximately 7,000. Additionally, based on discussions with multiple NFWB staff members, it is anticipated that there are a high number of LSLs in your system.

Typical replacement costs for service lines are estimated between \$10,000 and \$12,500, which yields a range of total program costs for LSLR alone from \$80 million to \$165 million to be funded over the next 13 years. With over 180 Hazen staff primarily focused on supporting water utilities with LCRR/LCRI compliance, the Hazen team will provide the most cost-effective long-term management of your LCRR/LCRI program via the following:

- Reducing unknowns in your SLI quickly and cost-effectively by leveraging NFWB resources
- · Providing you with easy to understand public notification and customer outreach materials
- Training your staff on the rule and technologies for management
- · Developing SOPs that NFWB staff can execute, going forward
- · Applying for additional grants and low interest loans
- · Preparing a long-term CIP for regulatory compliance

Hazen's expertise and approach are key to minimizing the total program costs, borne by NFWB and your rate payers, and optimizing compliance with the EPA's rules.

Fee & Work Breakdown Structure for 2024 and 2025

Fee Summary		Work Breakdown Structure								
Task Name	Hazen Hours	Hazen Fee	Subs and ODCs	Recommended NTE Value	Technical Advisor Lenz, Arnold	Program Manager Seider	Project Manager / SLI Lead, Salvagno	Sampling Lead, Nystrom	Project Engineer, Nigro, Sidhu	Technical Suppor Dunn, Schlotterbed
1.0 Service Line Inventory	1,155	\$209,555	\$54,500	\$264,055	18	117	162	72	254	532
Support Finalization of NFWB Service Line Inventory	128	\$26,660	\$11,000	\$37,660	2	36	22	6	22	40
Records Review incl. Records Digitization (up to 10,000 records)	62	\$12,000	\$8,000	\$20,000	0	12	12	2	12	24
Align SLI with NYSDOH Template	43	\$9,050	\$2,000	\$11,050	1	12	8	2	8	12
Submit SLI to NYSDOH	23	\$5,610	\$1,000	\$6,610	1	12	2	2	2	4
1.2 GIS Data Collection and Public Facing SLI	404	\$68,140	\$38,500	\$106,640	0	20	44	20	96	224
Develop GIS Data Collection Application	120	\$20,420	\$15,000	\$35,420	0	4	24	4	24	64
Develop Public Facing Inventory GIS Application w/ Associated Reporting	128	\$20,740	\$15,000	\$35,740	0	4	8	4	32	80
Application Training and Maintenance (through end-2025)	156	\$26,980	\$8,500	\$35,480	0	12	12	12	40	80
1.3 Recommendations for Customer Notifications Distribution	21	\$3,815		\$3,815	0	1	4	4	4	8
1.4 Develop Public Education and Outreach Materials	203	\$36,090	\$5,000	\$41,090	3	16	36	8	36	104
Develop Communications Plan Outlining SOPs for NFWB Compliance	79	\$13,430		\$13,430	1	4	12	2	12	48
Develop Public Education and Outreach Materials	70	\$11,960		\$11,960	0	4	12	2	12	40
Complete up to Two (2) Community Meetings Describing LCRR/LCRI	54	\$10,700	\$5,000	\$15,700	2	8	12	4	12	16
1.5 Develop Work Plan for Non-lead Verification	399	\$74,850		\$74,850	13	44	56	34	96	156
Evaluation of Existing Service Line Data to Support Non-Lead Verification	43	\$8,550		\$8,550	1	8	8	2	12	12
Develop Work Plan with Associated Costs for Completing Non-Lead Verification	46	\$9,280		\$9,280	2	8	8	4	12	12
Up to Two (2) Review Workshops with NFWB to Review Work Plan	70	\$13,360		\$13,360	2	12	8	4	12	32
Non-Lead Statistical Analyses to Achieve 95% Confidence	240	\$43,660		\$43,660	8	16	32	24	60	100
2.0 Develop a LSL Replacement Program	522	\$99,510		\$99,510	14	60	94	50	126	178
2.1 Develop LSL Replacement Program (incl. Capital Costs & Replacement Rates)	236	\$41,920		\$41,920	4	12	44	12	64	100
2.2 Develop Submission to 2025 Bipartisan Infrastructure Law Program	14	\$3,270		\$3,270	2	4	2	2	2	2
2.3 Additional Funding Support and Application Development (up to 4 grant applications)	126	\$23,140		\$23,140	2	8	24	12	40	40
2.4 Develop SOP for Pitcher Filter Distribution & Tracking	50	\$10,620		\$10,620	2	12	8	8	8	12
2.5 Develop SOP for Customer Communications	50	\$10,620		\$10,620	2	12	8	8	8	12
2.6 Develop GIS Applications and Recommendations for Lucity (CMMS) Modifications	46	\$9,940		\$9,940	2	12	8	8	4	12
3.0 Sampling Monitoring Program	522	\$99,800		\$99,800	14	60	96	64	96	192
3.1 Sample Site Identification	86	\$16,200		\$16,200	2	12	12	8	12	40
3.2 Sample Collection Procedures (incl. Sequential Sampling beyond 5th L)	82	\$15,880		\$15,880	2	12	12	12	12	32
3.3 School and Childcare Facility Sampling	90	\$17,040		\$17,040	2	12	12	12	12	40
3.4 Corrosion Control Treatment Review and Recommendation Memorandum	264	\$50,680		\$50,680	8	24	60	32	60	80
PROJECT TOTAL (Hazen, Subs, and ODCs)	2,199	\$408,865	\$54,500	\$463,365	46	237	352	186	476	902
Recommended Contigency Allowances										
Task 1: Additional records review or additional analysis / model iterations				\$65,000						
Task 2: Develop standard specs and details for LSLR's to be incorporated into future NF	WB waterm	nain replacemer	nt projects	\$25,000						
Task 3: Tap sampling field support				\$20,000						
NFWB CONTINGENCY ALLOWANCE				\$25,000						



Appendix A
Reference Projects

Reference Projects

Our experience with LCRR/LCRI Compliance Programs provides us with a deep understanding of the critical issues that must be addressed and/or goals that must be achieved for this Program to be considered a success. These include, but are not limited to:

- ✓ Developing an effective framework for a multi-year program that promotes communication across all stakeholders and early identification and resolution of issues so regulatory deadlines are met;
- ✓ Conducting historic research to understand the plumbing codes and how requirements related to use of lead changed over time;
- ✓ Using multiple methods to help identify LSLs;
- ✓ Evaluating all funding opportunities, particularly on the private side;
- ✓ Improving customer confidence through effective and transparent notification, education and outreach; and
- ✓ Staying engaged with regulators to readily adapt to any changing requirements.

Hazen has selected the following four reference projects because they are directly relevant to work to be performed under this program.

- Town of Tonawanda, NY—LCRR/LCRI Program Assistance. This project was selected because it highlights the same local project delivery team Hazen is proposing for this assignment providing the Town with a similar, solid compliance foundation and advisory services.
- Miami-Dade Water and Sewer Department, FL—Phase 1 Lead Service Line Replacement Plan and Inventory: This project was selected because it demonstrates Hazen's experience conducting early tasks (LSL inventory and LSL Replacement Plan) for a large water utility currently serving 2.3 million people. This system was formed by consolidating several smaller water systems.
- WSSC Water, MD—LCR Revisions Compliance Plan: This project was selected because it demonstrates
 Hazen's experience establishing an overall framework and roadmap for LCRR compliance, our strategies
 for investigating LSLs on private property, and our ability to collaborate with utilities to develop an effective
 outreach strategy.
- City of Chesapeake, VA—Lead Service Line Replacement Plan and Inventory: This project was selected because it demonstrates Hazen's experience with a multi-year LCR compliance program and ability to secure grant funding for these programs for our clients.

Following our reference projects, we have provided four additional summaries of relevant Hazen projects that highlight our experience completing comprehensive LCRR work for our clients.



Appendix B Resumes



Appendix C Required Forms



Appendix D
Requested Exemptions to
Contract Terms

Requested Exemptions Contract Terms

Hazen has reviewed the Niagara Falls Water Board's standard terms, conditions, and requirements as provided in Appendix A of the Request for Proposals. Requested revisions are identified in orange.

M. Indemnification and Waiver of Subrogation

The successful proposer, to the full extent permissible by New York law, must agree to indemnify and hold the Niagara Falls Water Board, its Directors, Officers, and Employees harmless against all loss, cost, or damage, on account of injury to person or damage to property as a result of any **negligent** action or inaction of the proposer or its representatives or agents or subcontractors in performance of the contract and against all fines, penalties any other losses which the Niagara Falls Water Board shall be obliged to pay or incur in connection with the **negligent** performance of the work under the contract.



Appendix E
Financial and Organizational
Responsibility

Financial and Organizational Responsibility

Financial Responsibility

A letter from the Executive Director of Chase Bank confirming Hazen's financial stability is included at the end of this section.

Organizational Responsibility

Per Section A, Statement of Qualifications in Appendix A of the RFP, the following identifies information about Hazen's business history.

- 1. Any other names under which proposer has done business in the past 10 years; N/A
- 2. List all subsidiary and parent companies; N/A
- 3. State whether proposer ever has been:
 - Debarred or suspended by any government entity from entering contracts with it; No
 - Found not responsible by any government entity; No
 - Declared in default or terminated for cause from any contract, or had any contract cancelled for cause; or Required to pay liquidated damages on a contract. No
- 4. State whether proposer has filed for bankruptcy or been the subject of an involuntary bankruptcy proceeding; and **No**
- 5. State whether proposer has been a party to any legal action or government investigation related to proposer's business practices, or alleging that any of proposer's agents or employees committed any act of fraud, collusion, bid rigging, price fixing, or bribery. If proposer, any of proposer's principals, or any of proposer's agents has pleaded guilty or entered into a consent order in connection with respect to any of these, provide details. No



Gordon L. Smith Executive Director

February 8, 2024

Douglas S. Williamson, PE Director of Technical & Regulatory Services Niagara Falls Water Board 5815 Buffalo Avenue Niagara Falls, NY 14304

Ladies and Gentlemen:

We are pleased to provide the following information regarding our client, Hazen and Sawyer, D.P.C. Hazen and Sawyer, D.P.C. was formed as an engineering firm specializing in the design and construction supervision of water supply, sewerage and industrial waste systems.

Hazen and Sawyer has maintained a relationship with our bank since 1952. Balances during the past twelve months have averaged in the low eight figures. We extend to the company a line of credit in the low eight figures. Additionally, the company has standby letter of credit facilities outstanding with JPMorgan Chase Bank. The account has been handled in a fully satisfactory manner.

The information in this letter is provided as an accommodation to you. This letter and any information provided in connection therewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection therewith shall attach to **Chase** or any of its officers, employees, or agents, that this letter makes no representations regarding the general condition of the account holder named herein, their management, or their future ability to meet their obligations.

If you have any questions, please do not hesitate to contact me: 212-270-1810.

Sincerely,

Gordon Smith

Husten F. Smith

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-013

ANNUAL RENEWAL OF NEW WORLD SOFTWARE LICENSES

WHEREAS, the Niagara Falls Water Board ("Water Board") utilizes Tyler Technologies' New World Enterprise Resource Planning ("ERP") system for certain financial, payroll, human resources, decision support, and utility management purposes; and

WHEREAS, invoices for renewal of the ERP Software as a Services ("SaaS") licenses for New World for the period from November 1, 2024 to October 31, 2025, plus the cost of a custom interface the Water Board uses to import meter reads, total \$125,530.99; and

WHEREAS, this procurement is not subject to competitive bidding requirements under the Water Board's procurement policy as the New World ERP is a proprietary system for which Tyler Technologies is the sole source;

NOW THEREFORE BE IT

Nicholas J. Forster, Chairman

RESOLVED, that the Niagara Falls Water Board hereby authorizes payment to Tyler Technologies of \$125,530.99 for renewal of New World SaaS licenses.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: FA.8150.0000.0446.008, Software Maint/Licenses

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	lo	Abs	stain	Ab	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
								_

Sean W. Costello, Secretary to Board



Remittance:

Tyler Technologies, Inc (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Invoice No 045-484236 **Date** 10/01/2024

Page 1 of 1

Questions:

Tyler Technologies- ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

Email: ar@tylertech.com



Bill Tα NIAGARA FALLS WATER BOARD, NY 5815 BUFFALO AVE NIAGARA FALLS, NY14304-3832 Ship Tα NIAGARA FALLS WATER BOARD, NY 5815 BUFFALO AVE

NIAGARA FALLS, NY 14304-3832

Cust NoBillTo - 50125 - 200 -	•	Ord No 213858	PO Number	Currency USD		<i>Terms</i> NET30	Due Date 10/31/2024
Contract Date	Descri	otion			Units	Rate	Extended Price
Contract No.: Niagara	Falls, NY		<u> </u>	(
)1/Nov/2020		PLICATION SERV art: 01/Nov/2024, 1	ICES - Financial Management End: 31/Oct/2025	: Base Suite	1	28,082.80	28,082.80
)1/Nov/2020		PLICATION SERV art: 01/Nov/2024, I	ICES - Project Accounting End: 31/Oct/2025		1	1,007.19	1,007.19
01/Nov/2020		PLICATION SERV art: 01/Nov/2024, I	ICES - Purchasing Base End: 31/Oct/2025		1	21,251.46	21,251.46
)1/Nov/2020		PLICATION SERV art: 01/Nov/2024, I	ICES - Human Resources Mg End: 31/Oct/2025	t. Base Suite	1	6,071.09	6,071.09
)1/Nov/2020		PLICATION SERV	ICES - Position Control End: 31/Oct/2025		1	9,866.72	9,866.72
01/Nov/2020		PLICATION SERV art: 01/Nov/2024, I	ICES - Position Budgeting End: 31/Oct/2025		1	6,071.11	6,071.11
01/Nov/2020		PLICATION SERV art: 01/Nov/2024, I	ICES - Decision Support Base End: 31/Oct/2025	Datamart	1	0.00	0.00
01/Nov/2020		PLICATION SERV art: 01/Nov/2024, E	ICES - Utilities Analytics End: 31/Oct/2025		1	11,384.53	11,384.53
11/Nov/2020		PLICATION SERV art: 01/Nov/2024, I	ICES - Utility Billing (Water/Se End: 31/Oct/2025	ewer Base)	1	30,364.76	30,364.76
11/Nov/2020		PLICATION SERV art: 01/Nov/2024, E	ICES - Auto Meter Interface End: 31/Oct/2025		1	6,831.33	6,831.33

ATTENTION

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal

120,930.99

Sales Tax

\$0.00

NFWB Sept. 23, 2024 Business Meeting Agerida Packet Page 1100,930,99



Remittance:

Tyler Technologies, Inc. (FEIN 75-2303920) P.O. Box 203556 Dallas, TX 75320-3556

Invoice

Invoice No 045-460690

Date 03/26/2024 Page 1 of 1

Questions:Tyler Technologies - ERP & Schools Phone: 1-800-772-2260 Press 2, then 1

Email: ar@tylertech.com



BIII TO: NIAGARA FALLS WATER BOARD, NY **5815 BUFFALO AVE**

NIAGARA FALLS, NY 14304-3832

Ship To: NIAGARA FALLS WATER BOARD, NY

5815 BUFFALO AVE NIAGARA FALLS, NY 14304-3832

Cust NoBillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50125 - 200 - 200	204172	RFS 10675753	USD	NET30	04/25/2024

Date Descr	iption	Units	Rate	Extended Price
CUSTOM INTERFACE	9	1	4,600,00	4.600.00

New World Services: Import Meter Reads

ATTENTION

Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal

4,600.00

Sales Tax

\$0.00

Invoice Total

4,600.00

NFWB Sept. 23, 2024 Business Meeting Agenda Packet Page 111

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-014

PROCUREMENT OF MAIN PUMP VARIABLE FREQUENCY DRIVE

WHEREAS, the main pumps at the Niagara Falls Water Board's wastewater treatment plant ("WWTP") are operated using variable frequency drives ("VFDs"); and

WHEREAS, on June 18, 2024 a WWTP main pump Allen-Bradley VFD was damaged as a result of an overcurrent event; and

WHEREAS, Rexel, the sole source for Allen-Bradley VFDs in the territory where the WWTP is located, has provided a quotation dated July 11, 2024 for a brand-new replacement VFD for a price of \$28,015;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, the Executive Director is hereby authorized to procure a WWTP main pump variable frequency drive from Rexel for \$28,015.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: Capital Line: WWTP-17, WWTP Infrastructure Projects, Misc.

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	lo	Abs	tain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			
Nicholas J. Forster, Chairma	n		Sean	W. Cos	tello, Sec	retary to	Board	



Rexel - Cheektowaga 505 DUKE ROAD, #400 CHEEKTOWAGA, NY 14225-5142 716-893-3030 Fax 716-706-0491

QUOTE TO:

NIAGARA FALLS WATER BOARD 5815 BUFFALO AVE NIAGARA FALLS, NY 14304-3832

QUOTE DATE		QUOTE NUMBER	PAGE NO.
07/11/2024		S140039223	1 of 2
CUST PO#:			
JOB/REL#:			

SHIP TO:

NIAGARA FALLS WATER BOARD 5815 BUFFALO AVE NIAGARA FALLS, NY 14304-3832

CUSTOMER NUMBER	CUS	CUSTOMER PHONE# ORDERED BY					DE SALESPERSON
15056						Jeffe	ry Glenn (3903)
WRITER		WRITER PHONE#				R EMAIL	
Jeffery Glenn (· · ·	716 903 8853			ey.Glenn		
INSIDE SALESPE		SHIP VIA		TERMS		P DATE	FREIGHT ALLOWED
Michael Car	naday	CHEEKTOWAGA N	PF	ROX 25th	07/1	1/2024	No
ORDE 1EA	COOLED 7 Brand new	hows a 8/8 ship-date 8107	/ERFLE)	(AIR	28015	.000/EA	28015.00
1EA	Immediate Next day s shipping Need to re Our Pn: 80 UPC: 8867 AB EXCHA Failure to r unit with th	turn damaged unit 3059 3980580 ANGE POLICY eturn the exchanged e correct serial I result in additional 30 days	This		C).000/ea	0.00
representative. Orders related to tiquotation and are subject to availa the right to amend the delivery da quotation and Seller equally reser Delivery dates are estimated only manufacturing delays. Be advise outside of Seller's reasonable con "frustration" or "impossibility". Seller's Standard Terms and Condi	his quotation must bibility. Many of Selle te, price, scope and rest the right to par. Seller shall not I d that Seller consictrol and therefore stions of Sale are incettions of Sale is availst	pment unless agreed to otherwise in write received, accepted and released by Seller's manufacturing partners have advised quantity of supply and/or other terms and sthrough any such changes from its moe liable for failure to meet such dates relers any changes imposed by its manufaubject to Force Majeure provisions or simporproted by reference into this quotation. able at					

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-015

SEWER LINE CHEMICAL ROOT CONTROL

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

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

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

WHEREAS, no Water Board employee is NYS certified as a pesticide applicator who is authorized to apply sewer root control chemicals, and the only company currently registered with the NYS Department of Environmental Conservation Bureau of Pesticides Management for pesticide category 5E – Sewer Line Root Control is Duke's Root Control, Inc. ("Duke's"), and thus that company currently is the sole source for sewer line chemical root control application services; and

WHEREAS, Duke's has provided Water Board staff with 2025 pricing based on the diameter of sewer mains and per linear foot for root control chemical treatment, at a rate if \$1.96 per foot for 8" mains, \$2.36 per foot for 10" and 12" mains, \$3.29 per foot for 15" mains, and \$5.86 per foot for 18" and 20" mains; and

WHEREAS, Water Board staff will work with Dukes to develop a plan for the exact mains to be treated, and have requested authorization to contract with Duke's for treatment of sewer mains at a total cost not to exceed the \$40,000 budgeted for this purpose;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

Nicholas J. Forster, Chairman

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to procure sewer line chemical root control application services from Duke's Root Control, Inc., for a total sum not to exceed \$40,000.

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

Chief of Outside Maintenance

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: 8120.4900.0419.004, Agricultural/Botanical

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	o	Abs	stain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-016

AWARD OF BID FOR WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

WHEREAS, the Niagara Falls Water Board ("Water Board") maintains an extensive system of water and sewer facilities and appurtenant structures that from time to time require repair, reconstruction, or expansion through construction; and

WHEREAS, Water Board staff worked with City of Niagara Falls Purchasing to develop a list of 208 different items commonly used by the Water Board for water and sewer construction and repairs, such as pipe of different materials and sizes, fittings, manhole components, catch basins, fire hydrants, etc.; and

WHEREAS, City of Niagara Falls Purchasing put the list of items out to bid under Bid # W2024-01 in a manner that permits the award of the bid for each item to appropriate vendors, with certain bid items to be awarded as a group to one vendor to ensure product compatibility and efficiency; and

WHEREAS, City of Niagara Falls Purchasing has tabulated the results and Water Board staff recommend the award of the bid for each item as set forth herein;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board awards Bid # W2024-01 for water and sewer construction and repair materials by bid item number as follows:

TO: **EJP, Incorporated**

200 Lake Road Blasdell NY 14219

FOR: Item Numbers: 41-49, 69, 70, 131-134, 155-157, 162, 182, 198, 199, 201

TO: Blair Supply Corporation

785 Beahan Road Rochester NY 14624

FOR: Item Numbers: 88, 89, 149-154

TO: Ferguson Enterprises

6040 Drott Drive

E. Syracuse NY 13057

FOR: Item Numbers: 16, 146-148, 158-161, 163-166, 178-181, 183-197

* CONTINUED ON NEXT PAGE *

TO: EJ USA Inc.

301 Spring Street

E. Jordan MI 49727

FOR: Item Numbers: 170-177

TO: Core & Main-Lockport

PO Box 481

650 West Avenue

Lockport NY 14095-0481

FOR: Item Numbers: 5-13, 28, 29, 34-40, 50-66, 71-74, 90, 174, 200, 202-208

TO: T. Mina Supply East, Inc.

609 Buffalo Road Rochester NY 14611

FOR: Item Numbers: 14, 15, 67, 68, 99-130, 135-145

TO: K & S Contractors Supply, Incorporated

1971 Gunnville Road Lancaster NY 14086

FOR: Item Numbers: 1-4, 17-27, 30-33, 75-87, 91-98, 167-169; and

* CONTINUED ON NEXT PAGE *

IT IS FURTHER RESOLVED, that the Executive Director hereby is authorized to execute any documents required to award the bid as indicated, and budgeted purchases may be made from the vendors awarded the bid.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

Water Construction FA.8340.0200.0419.006 Sewer Construction FA.8120.4900.0419.006 Undesignated Supplies Water FA.8340.0200.0419.599 Undesignated Supplies Sewer GA.8120.4900.0419.599

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	o	Abs	tain	Abs	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			

Nicholas J. Forster, Chairman

Sean W. Costello, Secretary to Board



TO:	Niagara Falls Water Board
FROM:	Sean Costello, Executive Director and General Counsel
DATE:	September 16, 2024
SUBJECT	BID #W2024-01 Water and Sewer Construction and Repair Materials
We resp	ectfully request you award the above referenced bid per the enclosed tally sheet as follows:
TO:	EJP, Incorporated 200 Lake Road Blasdell NY 14219
FOR:	Item Numbers: 41-49, 69, 70, 131-134, 155-157, 162, 182, 198, 199, 201
TO:	Blair Supply Corporation 785 Beahan Road Rochester NY 14624
FOR:	Item Numbers: 88, 89, 149-154
TO:	Kistner Concrete PO Box 218 8713 Read Road E. Pembroke NY 14056
FOR:	No items awarded

DEAN___ KIMBLE __ LARKIN ___ SIRIANNI __ FORSTER ____
NFWB Sept. 23, 2024 Business Meeting Agenda Packet Page 119

TO:	Ferguson Enterprises 6040 Drott Drive E. Syracuse NY 13057
FOR:	Item Numbers: 16, 146-148, 158-161, 163-166, 178-181, 183-197
TO:	EJ USA Inc. 301 Spring Street E. Jordan MI 49727
FOR:	Item Numbers: 170-177
TO:	TI Sales 36 Hudson Road Sudbury MA 01776
FOR:	No items awarded
TO:	Core & Main-Lockport PO Box 481 650 West Avenue Lockport NY 14095-0481
FOR:	Item Numbers: 5-13, 28, 29, 34-40, 50-66, 71-74, 90, 174, 200, 202-208
TO:	T. Mina Supply East, Inc. 609 Buffalo Road Rochester NY 14611
FOR:	Item Numbers: 14, 15, 67, 68, 99-130, 135-145
	DEAN KIMBLE LARKIN SIRIANNI FORSTER

TO:	K & S Contractors Supply, Incorporated 1971 Gunnville Road Lancaster NY 14086	
FOR:	Item Numbers: 1-4, 17-27, 30-33, 75-87, 91-98, 167-169	_
The Purc Municipa	chasing Agent certifies that all bids were solicited in accordance with Section 103 of the G al Law.	eneral

Notice that bids were to be received was advertised in the Niagara Gazette and were sent to fifteen (15) vendors.

Nine (9) bids were received. The above referenced vendors have submitted the lowest bids to meet the

Funds for this expenditure are available as needed in the Outside Water budget code.

Sean W. Costello
Executive Director & General Counsel
Niagara Falls Water Board

Leeann K. Huey Purchasing Agent City of Niagara Falls

Respectfully submitted,

LKH:lmr

Attachment/Enclosures: Two sets of Tally Sheets

specifications for each respective item.

DEAN____ KIMBLE ___ LARKIN ___ SIRIANNI ___ FORSTER ___

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **1** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
			STANDARD BURY FIRE HYDRANTS (MUELLER CENTURION KENNEDY GUARDIAN)					
1	5	EA.	4 FT. Bury	NO BID	3575.00	NO BID	NO BID	NO BID
2	15	EA.	5 FT. Bury	NO BID	3710.00	NO BID	NO BID	NO BID
3	5	EA.	6 FT. Bury	NO BID	3900.00	NO BID	NO BID	NO BID
			BREAKAWAY KITS					
4	15	EA.	Breakaway Kits for Kennedy Guardian	NO BID	285.00	NO BID	NO BID	NO BID
5	15	EA.	Breakaway Kits for Mueller Centurion	NO BID	355.00	NO BID	NO BID	NO BID
			CAST IRON CURB & VALVE BOX PARTS, ALL SCREW TYPE					
			VALVES AND CURB BOXES SHALL BE AS MANUFACTURED BY				SEE NOTE 1	
			BIBBY-ST. CROIX FOUNDRIES INC. OR EQUIVALENT COVERS SHALL BE CAST WITH "WATER" LABEL ON TOP				SEE NOTE 1	
			VALVE ROAD BOXES					
6	20	EA.	Bases 14 3/8" base, 8 1/4" top, 12 3/8" high	NO BID	NO BID	NO BID	71.17	NO BID
7	20	EA.	Top Sections 26"	NO BID	NO BID	NO BID	76.37	NO BID
8	20	EA.	Top Sections 17"	NO BID	NO BID	NO BID	50.60	NO BID
9	20	EA.	Bottom Sections 30"	NO BID	NO BID	NO BID	83.80	NO BID
10	20	EA.	Bottom Sections 24"	NO BID	NO BID	NO BID	81.40	NO BID
11	20	EA.	Bottom Sections 16"	NO BID	NO BID	NO BID	62.78	NO BID

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **2** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
42	20			NO DID	110 010	110 010	56.45	NO DID
12	30	EA.	Shaft Extensions 26"	NO BID	NO BID	NO BID	56.45	NO BID
13	30	EA.	Shaft Extensions 16"	NO BID	NO BID	NO BID	52.45	NO BID
			BISON CURB BOX					
14	20	EA.	Top Section 30"	54.00	NO BID	NO BID	47.90	NO BID
15	20	EA.	Bottom Section 30"	25.00	NO BID	NO BID	17.43	NO BID
			VALVE BOX HEIGHT ADAPTERS (For Adjusting Boxes to Pavement Level)					
16	50	EA.	Slide Type: Adjustment Range 2-1/2" to 8" 10-3/4" Height; 4-3/8" inner diameter	NO BID	NO BID	NO BID	29.39	NO BID
17	50	EA.	Screw-Type, Adjustment Range 2-1/2" to 8" 16-1/2" Height; 5-1/4" inner diameter	NO BID	NO BID	NO BID	87.75	NO BID
18	50	EA.	Valve Box Riser V829 Fixed 5-1/4 x 1	NO BID	NO BID	NO BID	10.56	NO BID
19	50	EA.	Valve Box Riser V830 Fixed 5-1/4 x 1-1/2	NO BID	NO BID	NO BID	14.13	NO BID
20	50	EA.	Valve Box Riser V831 Fixed 5-1/4 x 2	NO BID	NO BID	NO BID	17.65	NO BID
			VALVE BOX REGULATOR COVERS 5-1/4"					
21	40	EA.	Marked Water	NO BID	NO BID	NO BID	20.54	NO BID
			CURB BOXES					
22	25	EA.	Bottom 33"	NO BID	NO BID	NO BID	27.05	NO BID

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **3** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
		I						
23	25	EA.	Bottom 24"	NO BID	NO BID	NO BID	21.10	NO BID
24	25	EA.	Top Section w/Cover 16"	NO BID	NO BID	NO BID	24.70	NO BID
25	25	EA.	Top Section w/Cover 24"	NO BID	NO BID	NO BID	34.70	NO BID
26	25	EA.	Extension 9"	NO BID	NO BID	NO BID	15.60	NO BID
27	25	EA.	Extension 16"	NO BID	NO BID	NO BID	22.05	NO BID
28	50	EA.	Old Style Repair Lid (Outside Lip)	NO BID	NO BID	NO BID	18.35	NO BID
29	50	EA.	New Style Repair Lid (Inside Up)	NO BID	NO BID	NO BID	18.35	NO BID
			CAST IRON VALVE ROAD BOX RISERS					
30	30	EA.	1"	NO BID	14.00	NO BID	10.56	NO BID
31	15	EA.	2"	NO BID	22.00	NO BID	17.65	NO BID
32	10	EA.	4"	NO BID	37.00	NO BID	35.30	NO BID
33	10	EA.	6"	NO BID	140.00	NO BID	40.00	NO BID
			DUCTILE IRON PIPE – ANSI/AWWA C151/A21.51 CLASS 52					
24	95	FEET	STANDARD 18' – 20' LENGTHS – PUSH-ON JOINT 4"	42.62	NO BID	NO BID	NO BID	NO DID
34 35	190	FEET	6"	32.76	NO BID	NO BID	NO BID	NO BID
36	95	FEET	8"	46.23	NO BID	NO BID	NO BID	NO BID
37	95	FEET	10"	60.60	NO BID	NO BID	NO BID	NO BID
38	120	FEET	12"	76.30	NO BID	NO BID	NO BID	NO BID
30	120	FEET	12	70.30	טום טוו	טום טוו	טום טוו	עום טוו

Page **4** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
39	40	FEET	16"	110.42	NO BID	NO BID	NO BID	NO BID
40	120	FEET	20"	144.96	NO BID	NO BID	NO BID	NO BID
			PVC WATERMAIN – AWWA C900 DR-18 – PER STICK					
41	6	STICK	4" x 20' Length	128.00	NO BID	NO BID	NO BID	NO BID
42	6	STICK	6" x 20' Length	260.00	NO BID	NO BID	NO BID	NO BID
43	4	STICK	8" x 20' Length	445.00	NO BID	NO BID	NO BID	NO BID
44	5	STICK	10" x 20' Length	668.00	NO BID	NO BID	NO BID	NO BID
45	5	STICK	12" x 20' Length	702.00	NO BID	NO BID	NO BID	NO BID
46	5	STICK	16" x 20' Length	1381.00	NO BID	NO BID	NO BID	NO BID
47	5	STICK	20" x 20' Length	2140.00	NO BID	NO BID	NO BID	NO BID
48	5	STICK	24" x 20' Length	3082.00	NO BID	NO BID	NO BID	NO BID
49	5	STICK	36" x 20' Length	4815.00	NO BID	NO BID	NO BID	NO BID

OFFICIAL TALLY SHEET SET 1 OF 2

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **5** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	Q I I							
			360 DEGREE STAINLESS STEEL REPAIR CLAMPS FORD FS SERIES OR EQUAL: 18-8 TYPE 304 SS 4" TO 10" IN ONE SECTION, 12" & 16" IN TWO SECTIONS,				SEE NOTE 2	
			OVER 16" IN THREE SECTIONS					
50	10	EA.	4" x 12" 4.75 – 5.15	NO BID	103.00	NO BID	79.20	NO BID
51	8	EA.	4" x 12" (w/tapped 1" cc outlet)	NO BID	124.00	NO BID	101.07	NO BID
52	5	EA.	4" x 20" 4.75 – 5.15	NO BID	191.00	NO BID	132.74	NO BID
53	20	EA.	6" x 12" 6.84 – 7.24	NO BID	108.00	NO BID	96.43	NO BID
54	8	EA.	6" x 12" (w/tapped ¾" cc outlet)	NO BID	130.00	NO BID	118.35	NO BID
55	4	EA.	6" x 12" (w/tapped 1" cc outlet)	NO BID	127.00	NO BID	118.35	NO BID
56	6	EA.	6" x 20" 6.84 – 7.24	NO BID	188.00	NO BID	166.79	NO BID
57	10	EA.	8" x 12" 9.05 – 9.30	NO BID	117.00	NO BID	112.36	NO BID
58	6	EA.	8" x 12" (w/tapped ¾" cc outlet)	NO BID	138.00	NO BID	134.26	NO BID
59	6	EA.	8" x 12" (w/tapped 1" cc outlet)	NO BID	138.00	NO BID	134.26	NO BID
60	6	EA.	8" x 20" 9.05 – 9.30	NO BID	203.00	NO BID	187.43	NO BID
61	6	EA.	10" x 12-1/2" 11.04 – 11.44	NO BID	166.00	NO BID	143.34	NO BID
62	6	EA.	10" x 12-1/2" (w/tapped ¾" cc outlet)	NO BID	187.00	NO BID	165.22	NO BID

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **6** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
			360 DEGREE STAINLESS STEEL REPAIR CLAMPS FORD FS SERIES OR EQUAL: 18-8 TYPE 304 SS 4" TO 10" IN ONE SECTION, 12" & 16" IN TWO SECTIONS, OVER 16" IN THREE SECTIONS					
63	6	EA.	10" x 12-1/2" (w/tapped 1" cc outlet)	NO BID	187.00	NO BID	165.22	NO BID
64	6	EA.	10" x 12-1/2" oversized 11.37 – 11.75	NO BID	165.00	NO BID	143.68	NO BID
65	6	EA.	10" x 20" Full Circle	NO BID	255.00	NO BID	243.87	NO BID
66	6	EA.	12" x 15" 13.20 – 13.50	NO BID	205.00	NO BID	197.40	NO BID
			GATE VALVES – CUT – IN MJ X MJ TYPE RESILIENT SEAT (WITH ALL ACCESSORIES) BONNET STUFFING BOX AND RETAINING BOLTS, NUTS AND WASHERS TO BE STAINLESS STEEL; ALL CLOSE CLOCKWISE AWWA C509 MUELLER CO. OR EQUAL	SEE NOTE 1			SEE NOTE 3	
67	6	EA.	4"	858.15	NO BID	NO BID	1262.66	NO BID
68	6	EA.	6"	1100.50	NO BID	NO BID	1717.50	NO BID
69	6	EA.	8"	1693.70	NO BID	NO BID	2663.15	NO BID
70	4	EA.	10"	2630.40	NO BID	NO BID	3941.89	NO BID

Page **7** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
			BUTTERFLY VALVES – MJ X MJ (WITH ALL ACCESSORIES)					
			ALL CLOSE CLOCKWISE – AWWA C504 – PRATT OR MUELLER					
71	2	EA.	12"	2106.20	NO BID	NO BID	NO BID	NO BID
72	2	EA.	16"	4028.50	NO BID	NO BID	NO BID	NO BID
73	2	EA.	20"	6167.80	NO BID	NO BID	NO BID	NO BID
74	2	EA.	24"	8361.60	NO BID	NO BID	NO BID	NO BID
			MECHANICAL JOINT ACCESSORIES PACKAGE TO INCLUDE:	SEE NOTE 2				
			GLAND; RUBBER GASKET AND BOLT KITS					
			MJ ENDS AND ACCESSORIES – ANSI/AWWA C111/21.11					
75	12	EA.	4"	38.70	NO BID	NO BID	37.61	NO BID
76	12	EA.	6"	51.75	NO BID	NO BID	50.32	NO BID
77	12	EA.	8"	53.85	NO BID	NO BID	52.35	NO BID
78	12	EA.	10"	78.95	NO BID	NO BID	76.75	NO BID
79	12	EA.	12"	83.10	NO BID	NO BID	80.81	NO BID
80	12	EA.	16"	144.25	NO BID	NO BID	140.28	NO BID

Page **8** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM "	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
			MEGALUG RESTRAINTS SERIES 1100 TO INCLUDE:	SEE NOTE 3			SEE NOTE 4	
			GLAND; RUBBER GASKET AND BOLT KITS					
81	10	EA.	4"	51.30	46.00	NO BID	50.38	NO BID
82	10	EA.	6"	66.30	61.00	NO BID	64.53	NO BID
83	10	EA.	6" Series 1100X Oversize	101.90	66.00	NO BID	99.08	NO BID
84	6	EA.	8"	81.60	75.00	NO BID	79.37	NO BID
85	6	EA.	10"	115.10	109.00	NO BID	111.93	NO BID
86	6	EA.	12"	149.00	129.00	NO BID	144.90	NO BID
87	6	EA.	1116 Series, Ductile Iron, 16"	276.10	251.00	NO BID	268.50	NO BID
			MEGALUG RESTRAINTS TO INCLUDE:					
			GLAND; RUBBER GASKET AND BOLT KITS					
88	6	EA.	1120 Series, Ductile Iron, 20"	431.20	380.00	NO BID	419.41	NO BID
89	6	EA.	1124 Series, Ductile Iron, 24"	602.40	490.00	NO BID	585.74	NO BID
90	6	EA.	36"	1847.40	1910.00	NO BID	1796.39	NO BID

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **9** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
	Ī		PLASTIC/BRASS/COPPER SERVICE LINE MATERIALS	SEE NOTE 4				
			BUSHINGS; (MUELLER (CC) THREAD)	SEE NOTE 4				
			MUELLER H-10036, FORD BBAA SERIES OR EQUAL					
91	12	EA.	1" cc x 3/4" cc	18.20	17.00	NO BID	NO BID	NO BID
92	12	EA.	1-1/2" cc x ¾" cc	49.40	44.00	NO BID	NO BID	NO BID
93	12	EA.	1-1/2" cc x 1" cc	49.56	45.00	NO BID	NO BID	NO BID
94	6	EA.	2" cc x ¾" cc	79.09	70.00	NO BID	NO BID	NO BID
95	6	EA.	2" cc x 1" cc	80.88	72.00	NO BID	NO BID	NO BID
96	6	EA.	2" cc x 1-1/2" cc	60.31	55.00	NO BID	NO BID	NO BID
			PLUGS: THREAD AS INDICATED MUELLER H-1003X SERIES, FORD CSP SERIES OR EQUAL	SEE NOTE 5				
97	8	EA.	³⁄4" CC	11.18	10.00	NO BID	NO BID	NO BID
98	4	EA.	1" cc	16.26	16.00	NO BID	NO BID	NO BID
99	4	EA.	1 ½" cc	36.44	40.00	NO BID	NO BID	NO BID
100	4	EA.	2" cc	47.26	61.00	NO BID	NO BID	NO BID
			LEAD PACK COMPRESSION COUPLINGS:	SEE NOTE 6				
			LEAD ONE END/COPPER OTHER END – FORD NOS. & SIZE					
101	25	Γ^	(ALL ITEMS COMPLY WITH AWWA C-800-84)	22.74	25.00	NO DID	NO DID	NO DID
101	35	EA.	Q28-33 ¾" strong to ¾" IPT	32.74	35.00	NO BID	NO BID	NO BID

Page **10** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
		1		I				
102	35	EA.	Q38-33 ¾" XXS to ¾" IPT	38.26	42.00	NO BID	NO BID	NO BID
103	30	EA.	Q-14-33 ¾" strong to ¾" copper comp.	39.86	43.00	NO BID	NO BID	NO BID
104	35	EA.	Q24-33 ¾" XS to ¾" copper comp.	45.22	49.00	NO BID	NO BID	NO BID
105	35	EA.	Q34-43 ¾" XXS to ¾" copper	43.03	73.00	NO BID	NO BID	NO BID
106	20	EA.	Q24-43 1" XS TO ¾" copper	70.11	75.00	NO BID	NO BID	NO BID
107	20	EA.	Q34-43 1" XXS to ¾" copper	68.18	77.00	NO BID	NO BID	NO BID
108 109	14 6	EA.	Q14-44 1" strong to 1" copper Q24-44 1" XS to 1" copper	73.81 72.18	79.00 77.00	NO BID	NO BID	NO BID
110	12	EA.	Q34-44 1" XXS to 1" copper Q34-44 1" XXS to 1" copper	66.20	71.00	NO BID	NO BID	NO BID
111	10	EA.	Q24-66 1-1/2" XS to 1-1/2" copper	116.45	125.00	NO BID	NO BID	NO BID
112	10	EA.	Q24-77 2 XS to 2" copper	188.11	200.00	NO BID	NO BID	NO BID
112	10		Q2177 270 to 2 copper	100.11	200.00	110 515	140 818	140 818
			ADAPTERS – ALL COMPRESSION:	NOTE 7				
113	50	EA.	¾" Male H-15-428	17.75	23.50	NO BID	NO BID	NO BID
114	50	EA.	¾" Female H-15-451	18.67	25.10	NO BID	NO BID	NO BID
115	30	EA.	1" Male IPT to 1" Copper Compression	21.02	27.50	NO BID	NO BID	NO BID
116	30	EA.	1" Female IPT to 1" Copper Compression	25.33	36.00	NO BID	NO BID	NO BID
117	8	EA.	1-1/2" Male IPT to 1-1/2" Copper Compression	57.58	76.00	NO BID	NO BID	NO BID
118	8	EA.	1-1/2" Female IPT to 1-1/2" Copper Compression	73.64	97.00	NO BID	NO BID	NO BID
119	8	EA.	2" Female IPT H-15-451 to 2" Copper	87.69	116.00	NO BID	NO BID	NO BID
120	8	EA.	2" Male IPT H-15-428	83.89	112.00	NO BID	NO BID	NO BID

Page **11** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
π	QII							
			CORPORATION STOPS (Ford or Mueller Equivalent)	SEE NOTE 8				
			FORD NOS. & SIZE					
121	12	EA.	F600-L04-33S ¾" Copper Corp. w/swivel – 90 degree compression	68.52	77.00	NO BID	NO BID	NO BID
122	50	EA.	F600-L04-44S 1" Copper Corp. w/swivel – 90 degree compression	98.49	108.00	NO BID	NO BID	NO BID
123	12	EA.	F700-L0445 1" Iron pip w/swivel – 90 degree compression	101.49	109.00	NO BID	NO BID	NO BID
124	4	EA.	H-15-071-L04-66 1-1/2" Copper Corp. w/swivel 90 degree compression	280.66	366.00	NO BID	NO BID	NO BID
125	4	EA.	H-15-071-L04-77 2" Copper Corp. w/swivel – 90 degree compression	479.59	496.00	NO BID	NO BID	NO BID
126	5	EA.	2" FB 800 AWWA Thread	264.17	277.00	NO BID	NO BID	NO BID
127	12	EA.	¾" 90 Degree Angle Meter Coupling L-38-23	16.95	17.75	NO BID	NO BID	NO BID
128	10	EA.	1" 90 Degree Angle Meter Coupling L-38-44	24.17	25.10	NO BID	NO BID	NO BID
129	6	EA.	1" IPT Female Cap	6.00	18.00	NO BID	NO BID	NO BID
130	6	EA.	¾" IPT Inlet w/1" Male IPT Outlet	NO BID	13.00	NO BID	NO BID	NO BID

Page **12** of **17**

			VENDOR NAME AND ADDRESS	E AVE.	UPPLY IAN RD. NY 14624	CISTNER CONCRETE PO BOX 218 8713 READ RD. PEMBROKE NY 14096	N ENT. OTT DR. NY 13057	EJ USA INC. 301 SPRING ST JORDAN MI 49727
				EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 1409	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 497
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	-		L					
			COPPER TUBING – TYPE K					
131	10	EA.	60 Foot Rolls – ¾"	405.00	NO BID	NO BID	418.20	NO BID
132	5	EA.	60 Foot Rolls – 1"	540.00	NO BID	NO BID	551.40	NO BID
133	4	EA.	60 Foot Rolls – 1-1/2"	870.00	NO BID	NO BID	884.40	NO BID
134	4	EA.	60 Foot Rolls – 2"	1350.00	NO BID	NO BID	1356.00	NO BID
			CURB STOPS (Ford or Mueller Equivalent)	SEE NOTE 9				
			FORD NOS. & SIZE					
135	16	EA.	B44-333 ¾" Copper	78.41	82.00	NO BID	NO BID	NO BID
136	25	EA.	B11-333 ¾" Reg. IPTHD	60.92	64.00	NO BID	NO BID	NO BID
137	8	EA.	B44-444 1" Copper	117.87	122.00	NO BID	NO BID	NO BID
138	8	EA.	B11-444 1" Reg IPTHD	94.69	98.00	NO BID	NO BID	NO BID
139	6	EA.	B44-666 1-1/2" Copper	282.03	292.00	NO BID	NO BID	NO BID
140	44	EA.	B44-777 2" Copper	396.49	410.00	NO BID	NO BID	NO BID
141	5	EA.	B11-777 2" Reg IPTHD	283.57	295.00	NO BID	NO BID	NO BID
142	20	EA.	Compression Coupling for ¾" Copper to ¾" Copper	21.61	24.00	NO BID	NO BID	NO BID
143	10	EA.	Compression Coupling 1" Copper to 1" Copper	24.73	27.00	NO BID	NO BID	NO BID
144	6	EA.	Compression Coupling 1-1/2" Copper to 1-1/2" Copper	82.74	91.00	NO BID	NO BID	NO BID
145	4	EA.	Compression Coupling 2" Copper to 2" Copper	111.68	123.00	NO BID	NO BID	NO BID

Page **13** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
			MECHANICAL JOINTS, SHORT BODY (COMPACT) WITH FLUOROCARBON COATING				SEE NOTE 5	
146	10	EA.	16"	NO BID	NO BID	NO BID	90.98	NO BID
147	10	EA.	20"	NO BID	NO BID	NO BID	104.70	NO BID
148	10	EA.	24"	NO BID	NO BID	NO BID	148.92	NO BID
			COUPLINGS (HYMAX COUPLINGS PREFERRED BUT WILL CONSIDER AN ALTERNATE & EQUIVALENT COUPLING					
149	20	EA.	HYMAX - 4"	224.75	222.00	NO BID	225.48	NO BID
150	50	EA.	HYMAX - 6"	297.70	295.00	NO BID	299.28	NO BID
151	20	EA.	HYMAX - 8"	336.10	332.00	NO BID	337.90	NO BID
152	10	EA.	HYMAX - 10"	432.35	427.00	NO BID	434.69	NO BID
153	6	EA.	HYMAX - 12"	510.30	505.00	NO BID	513.07	NO BID
154	8	EA.	HYMAX - 16" (860-56-0434-16P)	1397.75	1385.00	NO BID	1405.28	NO BID
155	6	EA.	HYMAX - 20" (860-56-0540-16P)	1775.85	1785.00	NO BID	1785.44	NO BID
156	6	EA.	HYMAX - 24" (860-56-0624-16P)	1890.95	1895.00	NO BID	1901.16	NO BID
157	2	EA.	HYMAX - 36"	3736.00	3775.00	NO BID	3796.75	NO BID
			FILL IN ALTERNATE & EQUIVALENT COUPLING BRAND NAME	NOTE 10				
158	20	EA.	ALTERNATE – 4"	215.00	NO BID	NO BID	183.95	NO BID
159	50	EA.	ALTERNATE – 6"	285.00	NO BID	NO BID	242.86	NO BID

Page **14** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	1							
160	20	EA.	ALTERNATE – 8"	325.00	NO BID	NO BID	275.05	NO BID
161	10	EA.	ALTERNATE – 10"	420.00	NO BID	NO BID	349.96	NO BID
162	6	EA.	ALTERNATE – 12"	492.00	NO BID	NO BID	777.51	NO BID
163	8	EA.	ALTERNATE – 16"	1358.00	NO BID	NO BID	1139.40	NO BID
164	6	EA.	ALTERNATE – 20"	NO BID	NO BID	NO BID	575.67	NO BID
165	6	EA.	ALTERNATE – 24"	NO BID	NO BID	NO BID	1500.64	NO BID
166	2	EA.	ALTERNATE – 36"	NO BID	NO BID	NO BID	1037.84	NO BID
			CATCH BASIN AND MANHOLE MATERIALS			SEE NOTES		
167	75	EA.	Catch Basins, per Exhibit D, 3' x 3' outer diameter	NO BID	NO BID	712.34	NO BID	NO BID
168	50	EA.	Manhole Frames per Exhibit D, 7" rise	NO BID	NO BID	NO BID	NO BID	176.29
169	50	EA.	Manhole Covers per Exhibit D, 7" rise	NO BID	NO BID	NO BID	NO BID	141.04
170	175	EA.	Catch Basin Frames per Exhibit D, 6" rise	NO BID	NO BID	NO BID	NO BID	292.15
171	175	EA.	Catch Basin Grates per Exhibit D, 6" rise	NO BID	NO BID	NO BID	NO BID	248.87
172	25	EA.	Catch Basin Frames per Exhibit D, 3" rise	NO BID	NO BID	NO BID	NO BID	141.85
173	25	EA.	Catch Basin Grates per Exhibit D, 3" rise	NO BID	NO BID	NO BID	NO BID	161.18
174	200	EA.	Catch Basin Traps per Exhibit D, 8" diameter	NO BID	NO BID	NO BID	NO BID	365.77

Page **15** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
			SOLID MANHOLE RISER RINGS (per the specifications and drawing in Appendix D, or City approved equal)					
175	110	EA.	24" x 1" by 1"	NO BID	NO BID	NO BID	NO BID	248.47
176	110	EA.	24" x 1" by 1.5"	NO BID	NO BID	NO BID	NO BID	248.47
177	110	EA.	24" x 1" by 2"	NO BID	NO BID	NO BID	NO BID	248.47
			FERNCO COUPLINGS/ADAPTERS					
178	10	EA.	36" Clay to Plastic	1158.25	1075.00	NO BID	1023.85	NO BID
179	10	EA.	36" Plastic to Plastic	865.44	790.00	NO BID	765.00	NO BID
180	10	EA.	24" Clay to Plastic	148.38	134.00	NO BID	131.16	NO BID
181	10	EA.	24" Plastic to Plastic	148.38	134.00	NO BID	131.16	NO BID
182	10	EA.	20" Clay to Plastic	120.04	NO BID	NO BID	NO BID	NO BID
183	10	EA.	20" Plastic to Plastic	120.04	113.00	NO BID	106.11	NO BID
184	10	EA.	18" Clay to Plastic	110.58	101.00	NO BID	97.75	NO BID
185	10	EA.	18" Plastic to Plastic	110.58	101.00	NO BID	97.75	NO BID
186	6	EA.	15" Clay to Plastic	49.95	46.00	NO BID	44.15	NO BID
187	6	EA.	15" Plastic to Plastic	49.95	46.00	NO BID	44.15	NO BID
188	10	EA.	12" Clay to Plastic	31.76	30.00	NO BID	28.07	NO BID
189	10	EA.	12" Plastic to Plastic	31.76	30.00	NO BID	28.07	NO BID
190	20	EA.	10" Clay to Plastic	27.23	27.00	NO BID	24.05	NO BID
191	20	EA.	10" Plastic to Plastic	27.23	27.00	NO BID	24.05	NO BID

Page **16** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
***	QII							
192	50	EA.	8" Clay to Plastic	18.14	18.00	NO BID	16.03	NO BID
193	50	EA.	8" Plastic to Plastic	18.14	18.00	NO BID	16.03	NO BID
194	30	EA.	6" Clay to Plastic	11.79	12.00	NO BID	10.42	NO BID
195	30	EA.	6" Plastic to Plastic	11.79	12.00	NO BID	10.42	NO BID
196	10	EA.	4" Clay to Plastic	5.51	6.00	NO BID	4.87	NO BID
197	10	EA.	4" Plastic to Plastic	5.51	6.00	NO BID	4.87	NO BID
			SEWER PIPE SDR 35 (PVC), PER FOOT OF LENGTH					
198		FT.	36" Diameter	199.90	NO BID	NO BID	NO BID	NO BID
199		FT.	30" Diameter	136.65	NO BID	NO BID	NO BID	NO BID
200		FT.	24" Diameter	78.95	NO BID	NO BID	NO BID	NO BID
201		FT.	20" Diameter Exception 21" - ELP	62.15	NO BID	NO BID	NO BID	NO BID
202		FT.	18" Diameter	44.50	NO BID	NO BID	NO BID	NO BID
203		FT.	15" Diameter	36.50	NO BID	NO BID	NO BID	NO BID
204		FT.	12" Diameter	24.75	NO BID	NO BID	NO BID	NO BID
205		FT.	10" Diameter	17.20	NO BID	NO BID	NO BID	NO BID
206		FT.	8" Diameter	11.05	NO BID	NO BID	NO BID	NO BID
207		FT.	6" Diameter	6.10	NO BID	NO BID	NO BID	NO BID
208		FT.	4" Diameter	2.65	NO BID	NO BID	NO BID	NO BID

OFFICIAL TALLY SHEET SET 1 OF 2

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS

Page **17** of **17**

			VENDOR NAME AND ADDRESS	EJP 200 LAKE AVE. BLASDELL NY 14219	BLAIR SUPPLY 785 BEAHAN RD. ROCHESTER NY 14624	KISTNER CONCRETE PO BOX 218 8713 READ RD. E PEMBROKE NY 14096	FERGUSON ENT. 6040 DROTT DR. E SYRACUSE NY 13057	EJ USA INC. 301 SPRING ST E. JORDAN MI 49727
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 6 - 13 are being awarded as a group, per the needs of the NFWB.

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 50 - 66 are being awarded as a group, per the needs of the NFWB.

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 121 - 130 are being awarded as a group, per the needs of the NFWB.

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 170 - 174 are being awarded as a group, per the needs of the NFWB.

SET 2 OF 2 Page **1** of **17** VENDOR NAME AND ADDRESS ROCHESTER, NY 14611 LANCASTER, NY 14086 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 **ITEM** EST. **UNIT DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY STANDARD BURY FIRE HYDRANTS (MUELLER CENTURION KENNEDY GUARDIAN) 4 FT. Bury 1 5 EA. NO BID 3427.00 NO BID 3415.22 2 15 5 FT. Bury NO BID 3586.00 NO BID 3573.89 EA. 3745.00 NO BID NO BID 3732.56 EA. 6 FT. Bury **BREAKAWAY KITS** Breakaway Kits for Kennedy Guardian 15 NO BID 285.00 NO BID 251.72 4 EA. 15 345.00 NO BID NO BID EA. Breakaway Kits for Mueller Centurion NO BID CAST IRON CURB & VALVE BOX PARTS, ALL SCREW TYPE **VALVES AND CURB BOXES SHALL BE AS MANUFACTURED BY BIBBY-ST. CROIX FOUNDRIES INC. OR EQUIVALENT** COVERS SHALL BE CAST WITH "WATER" LABEL ON TOP **VALVE ROAD BOXES** Bases 14 3/8" base, 8 1/4" top, 12 3/8" high 6 NO BID 62.15 86.00 65.76 20 EA. 7 20 EA. **Top Sections** 26" NO BID 68.75 104.00 70.60 17" **Top Sections** 8 20 NO BID 44.00 65.00 46.74 EA. 9 Bottom Sections 30" NO BID 49.50 77.00 NO BID 20 EA. 10 20 Bottom Sections 24" 56.00 75.00 NO BID EA. NO BID 11 20 **Bottom Sections 16"** NO BID 56.00 58.00 NO BID FA.

SET 2 OF 2 Page **2** of **17** VENDOR NAME AND ADDRESS ROCHESTER, NY 14611 ANCASTER, NY 14086 LOCKPORT, NY 14095 SUDBURY, MA 01776 **K & S CONTRACTORS** 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT PRICE UNIT PRICE UNIT UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE** QTY 52.17 12 30 EA. Shaft Extensions 26" NO BID 56.00 77.00 13 30 EA. Shaft Extensions 16" NO BID 50.00 55.00 48.48 **BISON CURB BOX Top Section** 30" 14 20 EA. NO BID 65.00 28.00 NO BID 16.50 15 20 Bottom Section 30" NO BID 36.00 NO BID EA. **VALVE BOX HEIGHT ADAPTERS** (For Adjusting Boxes to Pavement Level) Slide Type: Adjustment Range 2-1/2" to 8" 16 50 EA. 10-3/4" Height; 4-3/8" inner diameter NO BID 51.30 53.00 NO BID Screw-Type, Adjustment Range 2-1/2" to 8" 17 50 EA. 16-1/2" Height; 5-1/4" inner diameter NO BID 53.71 83.00 43.21 Valve Box Riser V829 Fixed 5-1/4 x 1 9.78 18 50 EA. NO BID 16.50 12.00 Valve Box Riser V830 Fixed 5-1/4 x 1-1/2 13.04 19 50 EA. NO BID 19.25 16.00 Valve Box Riser V831 Fixed 5-1/4 x 2 20 50 EA. NO BID 21.18 18.00 16.30 **VALVE BOX REGULATOR COVERS 5-1/4"** Marked Water 21.75 19.50 21 40 EA. NO BID 19.46 **CURB BOXES**

NO BID

52.00

25.00

60.00

25

FA.

22

Bottom 33"

Page 3 of 17 SET 2 OF 2 VENDOR NAME AND ADDRESS ANCASTER, NY 14086 ROCHESTER, NY 14611 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY Bottom 24" 23 25 EA. NO BID NO BID 43.00 19.57 Top Section w/Cover 16" 22.83 24 25 EA. NO BID NO BID 55.00 Top Section w/Cover 24" 32.07 25 25 EA. NO BID 90.00 63.00 Extension 9" 14.40 26 25 EA. NO BID 20.00 28.00 Extension 16" 27 25 EA. NO BID 24.00 35.00 20.38 16.96 28 50 Old Style Repair Lid (Outside Lip) NO BID 14.00 35.00 EA. 29 50 14.00 35.00 16.96 EA. New Style Repair Lid (Inside Up) NO BID **CAST IRON VALVE ROAD BOX RISERS** 1" 9.78 30 30 EA. NO BID 16.50 15.00 20.00 13.04 15 NO BID 21.25 31 EA. 4" 32.61 32 10 EA. NO BID 35.50 45.00 6" 33 10 50.00 75.00 36.96 EA. NO BID **DUCTILE IRON PIPE – ANSI/AWWA C151/A21.51 CLASS 52** STANDARD 18' - 20' LENGTHS - PUSH-ON JOINT 34 95 **FEET** 4" NO BID 39.38 NO BID NO BID 6" 35 190 **FEET** 30.27 NO BID NO BID NO BID 8" 36 95 **FEET** NO BID 42.71 NO BID NO BID 95 55.97 37 **FEET** 10" NO BID NO BID NO BID

NO BID

70.48

NO BID

NO BID

12"

FEET

38

120

Page **4** of **17** SFT **2** OF **2**

			Page 4 of 1/				351	2 OF 2
			VENDOR NAME AND ADDRESS	TI SALES 36 HUDSON RD. SUDBURY, MA 01776	CORE & MAIN PO BOX 481 650 WEST AVE. LOCKPORT, NY 14095	T. MINA SUPPLY 609 BUFFALO RD. ROCHESTER, NY 14611	K & S CONTRACTORS 1971 GUNNVILLE RD. LANCASTER, NY 14086	
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
39	40	FEET	16"	NO BID	80.00	NO BID	NO BID	
40	120	FEET	20"	NO BID	136.00	NO BID	NO BID	
			PVC WATERMAIN – AWWA C900 DR-18 – PER STICK					
41	6	STICK	4" x 20' Length	NO BID	129.50	NO BID	NO BID	
42	6	STICK	6" x 20' Length	NO BID	286.25	NO BID	NO BID	
43	4	STICK	8" x 20' Length	NO BID	491.00	NO BID	NO BID	
44	5	STICK	10" x 20' Length	NO BID	736.75	NO BID	NO BID	
45	5	STICK	12" x 20' Length	NO BID	1037.50	NO BID	NO BID	
46	5	STICK	16" x 20' Length	NO BID	2000.00	NO BID	NO BID	
47	5	STICK	20" x 20' Length	NO BID	3517.25	NO BID	NO BID	
48	5	STICK	24" x 20' Length	NO BID	NO BID	NO BID	NO BID	
49	5	STICK	36" x 20' Length	NO BID	NO BID	NO BID	NO BID	

SET 2 OF 2 Page **5** of **17 VENDOR NAME AND ADDRESS HESTER, NY 14611** CASTER, NY 14086 **KPORT, NY 14095** BURY, MA 01776 **S CONTRACTORS** 1 GUNNVILLE RD. 9 BUFFALO RD. MINA SUPPLY 6 HUDSON RD. 50 WEST AVE. CORE & MAIN PO BOX 481

				36 SUDI	9	T. 60	K & 3 1971 LANC	
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
		_			_			
			360 DEGREE STAINLESS STEEL REPAIR CLAMPS					
			FORD FS SERIES OR EQUAL: 18-8 TYPE 304 SS	SEE PRICE				
			4" TO 10" IN ONE SECTION,	SHEET				
			12" & 16" IN TWO SECTIONS,	ATTACHED				
			OVER 16" IN THREE SECTIONS					
50	10	EA.	4" x 12" 4.75 – 5.15	97.67	75.45	114.00	95.57	
51	8	EA.	4" x 12" (w/tapped 1" cc outlet)	124.65	96.30	153.00	115.55	
52	5	EA.	4" x 20" 4.75 – 5.15	163.71	126.47	200.00	178.68	
53	20	EA.	6" x 12" 6.84 – 7.24	118.93	91.88	135.00	101.37	
54	8	EA.	6" x 12" (w/tapped ¾" cc outlet)	145.93	112.74	175.00	121.98	
55	4	EA.	6" x 12" (w/tapped 1" cc outlet)	145.93	112.74	175.00	119.80	
56	6	EA.	6" x 20" 6.84 – 7.24	205.71	158.91	245.00	175.40	
57	10	EA.	8" x 12" 9.05 – 9.30	138.59	107.06	160.00	109.26	
58	6	EA.	8" x 12" (w/tapped ¾" cc outlet)	165.59	127.92	200.00	128.72	
59	6	EA.	8" x 12" (w/tapped 1" cc outlet)	165.59	127.92	200.00	128.72	
60	6	EA.	8" x 20" 9.05 – 9.30	231.16	178.58	269.00	189.51	
61	6	EA.	10" x 12-1/2" 11.04 – 11.44	176.79	136.57	215.00	155.42	
62	6	EA.	10" x 12-1/2" (w/tapped ¾" cc outlet)	195.94	157.42	255.00	174.26	

Page 6 of 17 SET 2 OF 2

			1 466 6 01 17				1	
			VENDOR NAME AND ADDRESS	TI SALES 36 HUDSON RD. SUDBURY, MA 01776	CORE & MAIN PO BOX 481 650 WEST AVE. LOCKPORT, NY 14095	T. MINA SUPPLY 609 BUFFALO RD. ROCHESTER, NY 14611	K & S CONTRACTORS 1971 GUNNVILLE RD. LANCASTER, NY 14086	
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
			360 DEGREE STAINLESS STEEL REPAIR CLAMPS					
			FORD FS SERIES OR EQUAL: 18-8 TYPE 304 SS					
			4" TO 10" IN ONE SECTION,					
			12" & 16" IN TWO SECTIONS,					
			OVER 16" IN THREE SECTIONS					
63	6	EA.	10" x 12-1/2" (w/tapped 1" cc outlet)	195.94	157.42	255.00	174.26	
64	6	EA.	10" x 12-1/2" oversized 11.37 – 11.75	170.40	136.90	225.00	152.74	
65	6	EA.	10" x 20" Full Circle	272.22	268.00	345.00	238.82	
66	6	EA.	12" x 15" 13.20 – 13.50	333.40	188.00	295.00	189.45	
			GATE VALVES – CUT – IN MJ X MJ TYPE RESILIENT SEAT					
			(WITH ALL ACCESSORIES)					
			BONNET STUFFING BOX AND RETAINING BOLTS, NUTS AND					
			WASHERS TO BE STAINLESS STEEL; ALL CLOSE CLOCKWISE					
			AWWA C509 MUELLER CO. OR EQUAL					
67	6	EA.	4"	NO BID	966.00	857.00	1124.69	
68	6	EA.	6"	NO BID	1130.00	1096.00	1534.17	
69	6	EA.	8"	NO BID	1769.00	1702.00	2367.02	
70	4	EA.	10"	NO BID	2740.00	2637.00	3392.73	

Page **7** of **17** SET 2 OF 2 VENDOR NAME AND ADDRESS LANCASTER, NY 14086 ROCHESTER, NY 14611 LOCKPORT, NY 14095 **SUDBURY, MA 01776** K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY **BUTTERFLY VALVES - MJ X MJ (WITH ALL ACCESSORIES)** ALL CLOSE CLOCKWISE – AWWA C504 – PRATT OR MUELLER 12" NO BID 71 2 EA. 1901.00 2000.00 1932.10 16" 72 2 EA. NO BID 3717.00 3885.00 3763.07 73 2 20" 5649.00 NO BID 5910.00 5749.38 EA. 24" 74 2 EA. NO BID 7728.00 8025.00 7837.49 **MECHANICAL JOINT ACCESSORIES PACKAGE TO INCLUDE: GLAND; RUBBER GASKET AND BOLT KITS** MJ ENDS AND ACCESSORIES - ANSI/AWWA C111/21.11 4" 75 NO BID 34.00 32.39 12 EA. 41.00 6" 76 12 EA. NO BID 56.55 45.00 42.59 8" 77 12 EA. NO BID 63.30 48.00 45.71 78 12 EA. 10" NO BID 74.45 67.00 63.03 66.13 79 12 EA. 12" NO BID 91.25 70.00 113.59 80 12 EA. 16" NO BID 140.00 120.00

NIAGARA FALLS WATER BOARD BID #W2024-01 WATER AND SEWER CONSTRUCTION AND REPAIR MATERIALS Page 8 of 17 SET 2 OF 2 VENDOR NAME AND ADDRESS ROCHESTER, NY 14611 LANCASTER, NY 14086 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE** QTY **MEGALUG RESTRAINTS SERIES 1100 TO INCLUDE: GLAND; RUBBER GASKET AND BOLT KITS** 4" 81 NO BID 55.60 121.00 44.24 10 EA. 6" 82 74.00 157.00 56.83 10 EA. NO BID 78.44 83 10 EA. 6" Series 1100X Oversize NO BID 90.00 220.00 8" 6 69.40 84 EA. NO BID 92.60 203.00

Page **9** of **17** SET 2 OF 2 VENDOR NAME AND ADDRESS ROCHESTER, NY 14611 ANCASTER, NY 14086 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY PLASTIC/BRASS/COPPER SERVICE LINE MATERIALS **SEE PRICE BUSHINGS; (MUELLER (CC) THREAD)** SHEET **MUELLER H-10036, FORD BBAA SERIES OR EQUAL ATTACHED** 1" cc x ¾" cc 55.81 16.75 14.77 91 12 EA. 16.88 1-1/2" cc x ¾" cc 45.00 39.82 92 12 EA. 45.51 NO BID 1-1/2" cc x 1" cc 39.96 93 12 EA. 45.67 62.84 45.00 2" cc x 3/4" cc 94 6 EA. 72.87 86.83 72.00 63.76 2" cc x 1" cc 65.21 95 6 74.00 EA. 74.52 88.80 2" cc x 1-1/2" cc 48.64 96 EA. 57.96 93.28 55.00 **PLUGS: THREAD AS INDICATED** SEE PRICE **MUELLER H-1003X SERIES, FORD CSP SERIES OR EQUAL SHEET ATTACHED** ¾" cc 97 8 EA. 10.29 19.97 10.25 9.00 1" cc 13.11 98 4 EA. 14.99 21.08 15.00 1 ½" cc 35.50 99 4 EA. 40.57 37.50 33.50 2" cc 100 4 EA. 69.50 48.61 43.50 60.81 **LEAD PACK COMPRESSION COUPLINGS: SEE PRICE** LEAD ONE END/COPPER OTHER END - FORD NOS. & SIZE SHEET (ALL ITEMS COMPLY WITH AWWA C-800-84) ATTACHED

Page 10 of 17 SFT 2 OF 2

			Page 10 of 17				SE	T 2 OF 2
			VENDOR NAME AND ADDRESS	TI SALES 36 HUDSON RD. SUDBURY, MA 01776	CORE & MAIN PO BOX 481 650 WEST AVE. LOCKPORT, NY 14095	T. MINA SUPPLY 609 BUFFALO RD. ROCHESTER, NY 14611	K & S CONTRACTORS 1971 GUNNVILLE RD. LANCASTER, NY 14086	
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
101	35	EA.	Q28-33 ¾" strong to ¾" IPT	37.02	36.40	30.00	32.40	
102	35	EA.	Q38-33 ¾" XXS to ¾" IPT	43.27	42.84	35.00	37.86	
103	30	EA.	Q-14-33 ¾" strong to ¾" copper comp.	45.08	50.28	36.50	39.45	
104	35	EA.	Q24-33 ¾" XS to ¾" copper comp.	51.14	75.80	42.00	44.75	
105	35	EA.	Q34-43 ¾" XXS to ¾" copper	77.11	80.25	37.00	67.47	
106	20	EA.	Q24-43 1" XS TO ¾" copper	79.29	75.80	64.00	69.38	
107	20	EA.	Q34-43 1" XXS to ¾" copper	77.11	82.06	62.00	67.47	
108	14	EA.	Q14-44 1" strong to 1" copper	83.48	80.25	67.00	73.04	
109	6	EA.	Q24-44 1" XS to 1" copper	81.63	73.59	66.00	71.43	
110	12	EA.	Q34-44 1" XXS to 1" copper	74.87	73.59	60.00	65.51	
111	10	EA.	Q24-66 1-1/2" XS to 1-1/2" copper	124.30	129.47	106.00	110.63	
112	10	EA.	Q24-77 2 XS to 2" copper	200.79	209.12	172.00	178.70	
			ADAPTERS – ALL COMPRESSION:					
113	50	EA.	¾" Male H-15-428	NO BID	23.52	16.10	17.56	
114	50	EA.	¾" Female H-15-451	NO BID	25.19	17.00	18.48	
115	30	EA.	1" Male IPT to 1" Copper Compression	NO BID	27.78	19.00	20.80	
116	30	EA.	1" Female IPT to 1" Copper Compression	NO BID	36.03	23.00	25.06	
117	8	EA.	1-1/2" Male IPT to 1-1/2" Copper Compression	NO BID	76.81	52.25	56.98	
118	8	EA.	1-1/2" Female IPT to 1-1/2" Copper Compression	NO BID	98.22	67.00	72.88	
119	8	EA.	2" Female IPT H-15-451 to 2" Copper	NO BID	117.04	79.50	86.78	

Page 11 of 17 SET 2 OF 2

			Page 11 of 17				25	T 2 OF 2
			VENDOR NAME AND ADDRESS	TI SALES 36 HUDSON RD. SUDBURY, MA 01776	CORE & MAIN PO BOX 481 650 WEST AVE. LOCKPORT, NY 14095	T. MINA SUPPLY 609 BUFFALO RD. ROCHESTER, NY 14611	K & S CONTRACTORS 1971 GUNNVILLE RD. LANCASTER, NY 14086	
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							
	·							
120	8	EA.	2" Male IPT H-15-428	NO BID	111.91	76.00	83.02	
			CORPORATION STOPS (Ford or Mueller Equivalent) FORD NOS. & SIZE					
121	12	EA.	F600-L04-33S ¾" Copper Corp. w/swivel – 90 degree compression	NO BID	74.66	62.50	67.80	
122	50	EA.	F600-L04-44S 1" Copper Corp. w/swivel – 90 degree compression	NO BID	112.41	90.00	97.46	
123	12	EA.	F700-L0445 1" Iron pip w/swivel – 90 degree compression	NO BID	112.41	96.00	97.46	
124	4	EA.	H-15-071-L04-66 1-1/2" Copper Corp. w/swivel 90 degree compression	NO BID	316.58	249.50	277.74	
125	4	EA.	H-15-071-L04-77 2" Copper Corp. w/swivel – 90 degree compression	NO BID	568.55	427.00	476.22	
126	5	EA.	2" FB 800 AWWA Thread	NO BID	344.76	239.00	261.42	
127	12	EA.	¾" 90 Degree Angle Meter Coupling L-38-23	NO BID	NO BID	15.50	16.77	
128	10	EA.	1" 90 Degree Angle Meter Coupling L-38-44	NO BID	NO BID	22.00	23.92	
129	6	EA.	1" IPT Female Cap	NO BID	5.27	6.00	NO BID	
130	6	EA.	¾" IPT Inlet w/1" Male IPT Outlet	NO BID	3.98	9.00	NO BID	

SET 2 OF 2 Page **12** of **17** VENDOR NAME AND ADDRESS ROCHESTER, NY 14611 ANCASTER, NY 14086 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE** QTY **COPPER TUBING – TYPE K** 131 10 EA. 60 Foot Rolls - ¾" NO BID 530.40 NO BID NO BID NO BID 132 EA. 60 Foot Rolls – 1" 712.20 NO BID NO BID 60 Foot Rolls - 1-1/2" 133 EA. NO BID 1122.60 NO BID NO BID 60 Foot Rolls - 2" 134 EA. NO BID 1722.00 NO BID NO BID **CURB STOPS (Ford or Mueller Equivalent) FORD NOS. & SIZE** B44-333 ¾" Copper 105.16 72.00 74.48 135 16 88.67 EA. B11-333 ¾" Reg. IPTHD 136 25 EA. 68.89 81.63 56.00 60.28 107.00 137 8 EA. B44-444 1" Copper 133.31 158.05 116.65 B11-444 1" Reg IPTHD 107.10 138 8 86.00 93.71 EA. 126.84 6 B44-666 1-1/2" Copper 139 EA. 318.96 359.74 256.00 279.09 B44-777 2" Copper 140 44 EA. 448.42 535.52 359.00 392.36 5 EA. B11-777 2" Reg IPTHD 320.70 382.92 257.00 280.61 141 Compression Coupling for ¾" Copper to ¾" Copper 26.40 19.60 21.39 142 20 EA. 24.44 Compression Coupling 1" Copper to 1" Copper 143 10 EA. 27.96 46.21 23.00 24.47 Compression Coupling 1-1/2" Copper to 1-1/2" Copper 144 6 93.57 139.81 76.00 81.88 EA. Compression Coupling 2" Copper to 2" Copper 145 EA. 126.31 228.13 101.00 110.52

SET 2 OF 2 Page **13** of **17** VENDOR NAME AND ADDRESS LANCASTER, NY 14086 ROCHESTER, NY 14611 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 **ITEM** EST. **UNIT DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY **MECHANICAL JOINTS, SHORT BODY (COMPACT)** WITH FLUOROCARBON COATING 16" 146 10 EA. NO BID NO BID NO BID NO BID 20" NO BID NO BID NO BID NO BID 147 10 EA. 24" 148 EA. NO BID NO BID NO BID NO BID **COUPLINGS** (HYMAX COUPLINGS PREFERRED BUT WILL CONSIDER AN **ALTERNATE & EQUIVALENT COUPLING** HYMAX - 4" NO BID 227.65 NO BID NO BID 149 20 EA. 50 HYMAX - 6" 301.38 NO BID 150 EA. NO BID NO BID 151 20 HYMAX - 8" NO BID 340.37 NO BID NO BID EA. 152 10 HYMAX - 10" NO BID 437.87 NO BID NO BID EA. 153 6 EA. HYMAX - 12" NO BID 516.82 NO BID NO BID 154 8 EA. HYMAX - 16" (860-56-0434-16P) NO BID 1415.58 NO BID NO BID 155 6 EA. HYMAX - 20" (860-56-0540-16P) NO BID 1798.51 NO BID NO BID 6 HYMAX - 24" (860-56-0624-16P) 156 EA. NO BID 1915.09 NO BID NO BID HYMAX - 36" 157 NO BID 3783.69 EA. NO BID NO BID **SEE PRICE** FILL IN ALTERNATE & EQUIVALENT COUPLING BRAND NAME SHEET ATT. 158 20 ALTERNATE - 4" 218.61 NO BID NO BID NO BID EA.

Page 14 of 17 SFT 2 OF 2

			Page 14 of 17)E	T 2 OF 2
			VENDOR NAME AND ADDRESS	TI SALES 36 HUDSON RD. SUDBURY, MA 01776	CORE & MAIN PO BOX 481 650 WEST AVE. LOCKPORT, NY 14095	T. MINA SUPPLY 609 BUFFALO RD. ROCHESTER, NY 14611	K & S CONTRACTORS 1971 GUNNVILLE RD. LANCASTER, NY 14086	
ITEM #	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	· ·							
159	50	EA.	ALTERNATE – 6"	288.64	NO BID	NO BID	NO BID	
160	20	EA.	ALTERNATE – 8"	326.88	NO BID	NO BID	NO BID	
161	10	EA.	ALTERNATE – 10"	415.93	NO BID	NO BID	NO BID	
162	6	EA.	ALTERNATE – 12"	508.24	NO BID	NO BID	NO BID	
163	8	EA.	ALTERNATE – 16"	1354.15	NO BID	NO BID	NO BID	
164	6	EA.	ALTERNATE – 20"	710.00	NO BID	NO BID	NO BID	
165	6	EA.	ALTERNATE – 24"	1783.48	NO BID	NO BID	NO BID	
166	2	EA.	ALTERNATE – 36"	1280.00	NO BID	NO BID	NO BID	
			CATCH BASIN AND MANHOLE MATERIALS					
167	75	EA.	Catch Basins, per Exhibit D, 3' x 3' outer diameter	NO BID	NO BID	NO BID	475.00	
168	50	EA.	Manhole Frames per Exhibit D, 7" rise	NO BID	180.64	NO BID	157.89	
169	50	EA.	Manhole Covers per Exhibit D, 7" rise	NO BID	144.52	NO BID	118.42	
170	175	EA.	Catch Basin Frames per Exhibit D, 6" rise	NO BID	299.35	NO BID	NO BID	
171	175	EA.	Catch Basin Grates per Exhibit D, 6" rise	NO BID	255.00	NO BID	NO BID	
172	25	EA.	Catch Basin Frames per Exhibit D, 3" rise	NO BID	145.34	NO BID	NO BID	
173	25	EA.	Catch Basin Grates per Exhibit D, 3" rise	NO BID	165.15	NO BID	NO BID	
174	200	EA.	Catch Basin Traps per Exhibit D, 8" diameter	NO BID	360.00	NO BID	NO BID	

SET 2 OF 2 Page **15** of **17** VENDOR NAME AND ADDRESS ROCHESTER, NY 14611 ANCASTER, NY 14086 LOCKPORT, NY 14095 **SUDBURY, MA 01776 K & S CONTRACTORS** 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY **SOLID MANHOLE RISER RINGS** (per the specifications and drawing in Appendix D, or City approved equal) 24" x 1" by 1" NO BID NO BID 254.60 NO BID 175 110 EA. 24" x 1" by 1.5" 176 110 EA. NO BID 254.60 NO BID NO BID 24" x 1" by 2" 177 254.60 110 EA. NO BID NO BID NO BID **FERNCO COUPLINGS/ADAPTERS** 36" Clay to Plastic NO BID NO BID NO BID NO BID 178 10 EA. 36" Plastic to Plastic 179 10 EA. NO BID NO BID NO BID NO BID 24" Clay to Plastic 180 10 NO BID 148.00 NO BID NO BID EA. 181 10 EA. 24" Plastic to Plastic NO BID 148.00 NO BID NO BID 182 10 EA. 20" Clay to Plastic NO BID NO BID NO BID NO BID 183 10 20" Plastic to Plastic NO BID NO BID NO BID NO BID EA. 184 10 18" Clay to Plastic NO BID 111.00 NO BID NO BID EA. 185 10 EA. 18" Plastic to Plastic NO BID 111.00 NO BID NO BID 186 6 15" Clay to Plastic NO BID 50.00 NO BID NO BID EA. 6 187 EA. 15" Plastic to Plastic NO BID 50.00 NO BID NO BID 188 10 EA. 12" Clay to Plastic NO BID 29.52 NO BID NO BID 12" Plastic to Plastic 189 10 EA. NO BID 29.52 NO BID NO BID 10" Clay to Plastic 190 20 EA. NO BID 25.29 NO BID NO BID 10" Plastic to Plastic 25.29 191 20 EA. NO BID NO BID NO BID

Page 16 of 17 SET 2 OF 2 VENDOR NAME AND ADDRESS ANCASTER, NY 14086 ROCHESTER, NY 14611 LOCKPORT, NY 14095 SUDBURY, MA 01776 K & S CONTRACTORS 1971 GUNNVILLE RD. 609 BUFFALO RD. T. MINA SUPPLY 36 HUDSON RD. 650 WEST AVE. **CORE & MAIN** PO BOX 481 EST. **UNIT UNIT PRICE ITEM DESCRIPTION UNIT PRICE UNIT PRICE UNIT PRICE UNIT PRICE** QTY 192 50 EA. 8" Clay to Plastic NO BID 16.85 NO BID NO BID 193 50 EA. 8" Plastic to Plastic NO BID 16.85 NO BID NO BID 6" Clay to Plastic 194 30 EA. NO BID 10.95 NO BID NO BID 195 30 EA. 6" Plastic to Plastic NO BID 10.95 NO BID NO BID 4" Clay to Plastic 196 10 EA. NO BID 5.13 NO BID NO BID 197 4" Plastic to Plastic NO BID 5.13 NO BID NO BID 10 EA. SEWER PIPE SDR 35 (PVC), PER FOOT OF LENGTH 36" Diameter 198 FT. NO BID 203.78 NO BID NO BID 199 FT. 30" Diameter NO BID 138.76 NO BID NO BID 200 24" Diameter NO BID 58.76 NO BID NO BID FT. 201 FT. 20" Diameter NO BID NO BID NO BID NO BID 202 18" Diameter NO BID 41.31 NO BID NO BID FT. 203 FT. 15" Diameter NO BID 33.80 NO BID NO BID 204 12" Diameter 22.91 FT. NO BID NO BID NO BID 205 FT. 10" Diameter NO BID 15.92 NO BID NO BID 8" Diameter 206 NO BID 10.25 NO BID NO BID FT. 207 6" Diameter FT. NO BID 5.64 NO BID NO BID 4" Diameter 208 FT. NO BID 2.45 NO BID NO BID

Page **17** of **17** SET **2** OF **2**

			1 486 17 01 17				-	0
			VENDOR NAME AND ADDRESS	TI SALES 36 HUDSON RD. SUDBURY, MA 01776	CORE & MAIN PO BOX 481 650 WEST AVE. LOCKPORT, NY 14095	T. MINA SUPPLY 609 BUFFALO RD. ROCHESTER, NY 14611	K & S CONTRACTORS 1971 GUNNVILLE RD. LANCASTER, NY 14086	
ITEM	EST.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
#	QTY							

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 6 - 13 are being awarded as a group, per the needs of the NFWB.

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 50 - 66 are being awarded as a group, per the needs of the NFWB.

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 121 - 130 are being awarded as a group, per the needs of the NFWB.

Note: Per Paragraph 10 on Page 4 of the Bid Specifications, Items # 170 - 174 are being awarded as a group, per the needs of the NFWB.

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-09-017

RENEWAL OF PROPERTY, LIABILITY, AND UMBRELLA INSURANCE POLICIES

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

WHEREAS, the Water Board's current property, liability, and umbrella policies expire on October 18, 2024; and

WHEREAS, USI, the Water Board's existing insurance broker, presented an insurance proposal dated September 18, 2024 for these coverages for the October 18, 2025 to October 18, 2025 policy period; and

WHEREAS, Water Board staff sought competing proposals from several insurance brokers and insurance companies, but only broker USI produced a proposal which met the Water Board's deadline and requirements; and

WHEREAS, the total estimated premium for the insurance policies recommended by USI is \$673,465.44;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED that on behalf of the Niagara Falls Water Board, the Executive Director hereby is authorized to accept the September 19, 2024 insurance proposal from USI and to pay to the underwriting companies the premiums therefor, with a total estimated premium of \$673,465.44.

Water Board Personnel Responsible for Implementation of this Resolution:

Executive Director

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

FA 0432.000/GA 0432.000 (Property Insurance) FA 0433.000/GA 0433.000 (Liability Insurance)

Note: Balance of premium will be paid from 2024 budget.

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

Water Board Budget Line or Capital Plan Item with Funds for this Resolution: Not applicable

On September 23, 2024, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Y	es	N	lo	Abs	tain	Ab	sent
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Board Member Sirianni	[]	[]	[]	[]
Chairman Forster	[]	[]	[]	[]
Signed By:			Vote	Witness	sed By:			

Nicholas J. Forster, Chairman Sean W. Costello, Secretary to Board



Insurance Proposal

September 18, 2024

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

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

Client Name Niagara Falls Water Board USI Account Manager: Linda A. Mayflower, ACSR, CPIA

Mailing Address 5815 Buffalo Avenue Phone Number: 716-314-2060

Niagara Falls, NY 14304 Email: Linda.Mayflower@usi.com

Named Insured:	Niagara Falls Water Board					
Policy Type:	Package, Professional, Umbrella					
Proposed Policy Term:	10/18/2024 – 10/18/2025	Quote Expires: 10/18/2024				
Insurance Carrier:	Munich Re Specialty					
Carrier Financial Rating:	A+XV	□ Carrier Non-Admitted				
Minimum Earned Premium, if applicable		Policy Subject to Audit				
Summary of Proposed:	See attached Carrier Proposal					
Total Estimated Premium:	\$673,465.44	Terrorism included 🗵				
		 Payment in full or completed premium finance agreement 				
Requirements to Effect	☐ Signed Terrorism Disclosure Notice	•				
Coverage	☐ Signed Carrier Rating Notification in financial rating is less than A-	Authorization to order coverage				
	 Signed Surplus Lines Disclosure and Acknowledgement 	■ Verification of Named Insured				

Other Information

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

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



Important Provisions

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



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



Coverage	2024-25 Premium	2024-25 Premium – Option 2
Package – Total	\$550,104.44	\$505,993.86
Professional Liability	\$64,236	\$64,236
Umbrella	\$59,125	\$59,125
Total	\$673,465.44	\$629,354.86

Option represents \$200,000,000 Property Loss Limit Per Occurrence.

PREMIUM SUMMARY

NOTE: This proposal is prepared from information supplied to us on the application submitted by your insurance broker. It may or may not contain all terms requested on the application. Please review carefully and let us know if any additional information is required. In addition, this proposal may contain unintentional errors or omissions. We encourage you to bring them to our attention for review. This proposal does not amend, or otherwise affect or alter, the provisions of coverage in the policy. This proposal does not guarantee coverage for specific claims or losses under the policy. The availability of coverage depends on the terms and conditions outlined in the issued policy, the facts surrounding any potential claims, and relevant legal requirements. Specimen policies are available from your insurance broker.

SECTION	COVERAGE	PREMIUM
1	PROPERTY (Including Equipment Breakdown, if granted)	\$ 464,995.00
2	INLAND MARINE	\$ Excluded
3	CRIME (Including Faithful Performance, if granted)	\$ 493.00
4	COMMERCIAL GENERAL LIABILITY (Including Law Enforcement Liability or Employee Benefits, if granted)	\$ 50,871.00
5	PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Including Wrongful Acts, Employment Practices, or Employee Benefits, if granted)	\$ 64,236.00
6	BUSINESS AUTO	\$ 27,373.00
7	COMMERCIAL EXCESS LIABILITY (Including Commercial General Liability, Wrongful Acts, Employment Practices, Employee Benefits, Business Auto, and Employers Liability, if granted)	\$ 59,125.00
	Total Annual Premium (excludes state-imposed taxes, surcharges, and fees)	\$ 667,093.00
	Terrorism Premium	\$ Included at No Charge
	Risk Management Services Fee	\$ 250.00
	State-Imposed Taxes, Surcharges, & Fees	\$ 6,122.44
	TOTAL AMOUNT DUE* *Payment is due in accordance with the producer agreement.	\$ 673,465.44

NOTES:

The insured's FEIN number is required in order to bind coverage.

Section 1. PROPERTY (Included in the proposal? Yes)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: Proprietary

LIMITS		
Total Insured Values: (Real Property & Business Personal Property)	\$333,879,451	
Loss of Income (aka: Business Income)	\$250,000	
Extra Expense	\$1,000,000	
Equipment Breakdown	\$100,000,000	
Earthquake (Each Occurrence)	\$5,000,000	
*Flood Zone Low/Moderate [C, X (unshaded), X500, B & X (shaded)] (Each Occurrence)	\$5,000,000	
*Flood Zone High [N/A] (Each Occurrence)	Excluded	

^{*} Munich/APR cannot warrant or provide information as to what zone(s) a specific location/address is situated in. Flood zones can and do change. It is ultimately the responsibility of the insured and their insurance advisor to determine if the flood zones and flood limits proposed are adequate for their needs.

DEDUCTIBLES						
Property Deductible (per occurrence)	\$50,000	Flood Zone High (\$) Deductible (per occurrence)	N/A			
Equipment Breakdown Deductible (per occurrence)	\$50,000	Flood Zone (%) Deductible (per occurrence/each affected item)	N/A			
Earthquake (\$) Deductible (per occurrence)	\$100,000	Wind/Hail ¹ \$ Deductible (per occurrence / per premises)	N/A			
Earthquake (%) Deductible (per occurrence)	N/A	Wind/Hail ¹ % Deductible (per occurrence /(reference form for applicability))	N/A			
Flood Zone Low/Moderate (\$) Deductible (per occurrence)	\$100,000					
¹ N/A for Wind/Hail deductible means no special deductible applies.						

^{14/}A 101 Willia/Hall deductible filearis flo special deductible applies

COVERED LOCATIONS:

Per Statement of Values: Blanket coverage applies unless otherwise noted.

SCHEDULE OF PROPERTY LIMITS - INDIVIDUAL LIMITS

LOC./				TOTAL		
BLDG	BUILDING	BUILDING	CONTENTS	INSURED		COINS.
NUM	DESCRIPTION	VALUE	VALUE	VALUE	VALUATION	%

This schedule does not apply.

COINSURANCE: N/A

POLICY HIGHLIGHTS:

- Broad Definition of Covered Property
- Option for Crisis Incident Response Coverage
- Option for Special Property Floater
- Form: Special Form (including Theft)
- Ordinance Coverage

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

EFFECTIVE DATE: 10/18/2024

VALUATION:

- Replacement Cost: Real Property & Business Personal Property (All Buildings subject to Property Valuation²)
- Replacement Cost: Commandeered Equipment
- Actual Loss Sustained: Loss of Income (aka: Business Income)
- Optional Extended Business Income & Extra Expense (12 months or \$1,000,000, whichever is less)

²Functional Replacement Cost and/or Actual Cash Value are available for older and lower valued buildings.

SPECIAL COVERAGES

Newly Acquired or Under Construction Real Property and Related Personal Property: Pays up to \$1,000,000 for your newly acquired real property or under construction "real property" intended for use in your "operations" acquired or where construction began after policy inception. This applies to "real property" you buy, lease, rent, or construction, including temporary structures. An additional \$500,000 limit of insurance applies to "personal property" located at new premises.

Equipment Breakdown3: Pays up to the limit in the declarations for direct physical damage to covered real property or personal property and loss of income sustained and extra expense incurred that is the result of an accident or electronic circuitry impairment. The most paid under any one equipment breakdown is the limit for real property and personal property for the applicable premises. The most paid for loss of income or extra expense in any one equipment breakdown is the limit of insurance shown in the declarations under C. Loss of Income and D. Extra Expense, respectively. The limits in this extension are part of and not in addition to the limits applicable in Section I – Coverages.

Under this extension, the following coverages also apply to loss caused by or directly resulting from an accident or electronic circuitry impairment. However, with respect to coverage (9) Service Interruption below, coverage will apply only to the direct result of an accident and will not apply to the direct result of an electronic circuitry impairment. The coverages described in (1) through (10) below do not provide additional amounts of insurance, they are part of and not in addition to the applicable limits of insurance:

- (1) Data Restoration Pays up to your reasonable and necessary cost to research, replace and restore lost electronic data. The most we will pay for loss, damage, or expense for electronic data restoration including actual loss of income you sustain and necessary extra expense you incur is \$500,000.
- (2) Expediting Expenses With respect to your covered real property and personal property that is damaged, we will pay the reasonable cost to make temporary repairs; and expedite permanent repairs or permanent replacement. The most we will pay for loss or expense under this coverage is \$100,000.
- (3) Extra Expense Extra expense is extended to apply to extra expense incurred as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit.
- (4) Green Subject to more extensive provisions outlined in the policy, we will pay additional costs for the repair, replacement, disposal, etc. and/or damages as they relate to items associated with a recognized environmental standards program. The most we will pay for any qualifying loss, damage, or expense under this coverage, including actual loss of Business Income you sustain and any necessary Extra Expense you incur is \$100,000.
- (5) Hazardous Substances Pays for the additional cost to repair or replace covered real property or personal property because of contamination by a hazardous substance. This includes the additional expense to clean up or dispose of such property. This does not include contamination of perishable goods by refrigerant. The most we will pay for loss, damage, or expense under this coverage, including actual loss of income you sustain and necessary extra expense you incur is \$250,000.
- (6) Loss of Income Loss of Income is extended to apply to loss of income sustained as a result of an accident or electronic circuitry impairment covered under this extension, and subject to the policy limit as show in the Equipment Breakdown Coverage Supplemental Declarations.
- (7) Off-Premises Equipment Breakdown Subject to more extensive provisions outlined in the policy, this extends coverage to apply to an accident or electronic circuitry impairment for the following types of equipment used in the insured's firefighting, ambulance or rescue operations, whether mobile/portable or permanently mounted on a vehicle, anywhere in the policy territory: 1) mobile cascade units; 2) mobile electrical generators; 3) portable pumping units; and 4) portable extrication devices, such as jaws-of-life. For equipment other than that used in your firefighting, ambulance or rescue operations, we will pay for physical damage to transportable covered equipment that, at the time of the accident or impairment is not at a covered location, among other offerings. The most we will pay is \$25,000.

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

- (8) Public Relations Subject to you sustaining an actual loss of income covered under this extension, this pays for reasonable costs for professional services to create and disseminate communications, when the need for such communications arises direction for the interruption of your business. Communication must be directed to the media, public, or your customers/clients/members. Costs are subject to being incurred during the period of restoration + 30 days. The most we will pay for loss or expense under this coverage is \$5,000.
- (9) Service Interruption Subject to more extensive provisions outlined in the policy, any insurance provided for loss of income, extra expense, data restoration or spoilage is extended to apply to your loss, damage, or expense caused by a failure or disruption of service.
- (10) Spoilage We will pay for physical damage to perishable goods due to spoilage; for physical damage to perishable goods due to contamination from the release of refrigerant; and/or any necessary expenses you incur to reduce the amount of loss under this coverage. Valuation and replacement conditions apply. The most we will pay for loss, damage or expense under this coverage is \$100,000.

³Please consult the exact policy language for all provisions that apply to each of the above Equipment Breakdown coverage.

Pollution Remediation Expenses: Pays up to \$25,000 (covered cause of loss) or \$100,000 (specified cause of loss) for remediation expenses incurred as a result of an actual, alleged, or threatened presence of pollution conditions at a premises described in the Declarations from a Covered Causes of Loss or Specified Cause of Loss occurring during the policy period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form.

Specified Cause of Loss means the following: fire, lightning, windstorm or hail, explosion, riot or civil commotion, vehicles or aircraft, smoke, sonic boom, vandalism and malicious mischief, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of ice, snow or sleet, or water damage. Water damage means only accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

Property In Transit or Off Premises: Pays up to \$100,000 for direct physical loss or damage to covered property (real and personal property) while in transit or while temporarily off premises caused by a covered cause of loss, including your covered computer hardware while off premises.

Unintentional Errors: Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

Personal Effects: Pays up to \$25,000 for direct physical loss or damage to personal effects owned by you, your officers, managers, elected or appointed officials, employees, or volunteer workers caused by a covered cause of loss at your premises. Will pay up to "replacement cost.".

Lock Replacement: Pays up to \$25,000 for lock, lock cylinder, & key replacement after theft at insured premises or damage to a lock as a result of a covered cause of loss at an insured premises. No deductible applies.

Sirens and Antennas: Your outdoor property limit includes sirens, antennas, satellite dishes, towers, and similar structures and their associated equipment or structures, lighting towers, and lighting standards.

Foundations: Your real property includes foundations located on a described premise.

KEY DEFINITIONS

Covered Equipment: Means covered real property and personal property that generates, transmits, or utilizes energy or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents. Covered equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is covered equipment: (a) structures, foundation, cabinet or compartment; (b) insulating or refractory material; (c) sewer piping, buried vessels or piping, piping forming or part of a sprinkler or fire suppression system; (d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping form as part of a refrigerating or air conditioning system; (e) vehicle or any equipment mounted on a vehicle; (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft; (g) dragline, excavation, or construction equipment; (h) equipment manufactured by you for sale; or (h) electronic data.

Electronic Circuitry: Means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips, and disk drives.

Electronic Circuitry Impairment:

- (a) Means a fortuitous event involving electronic circuitry within covered equipment to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (b), (c), and (d) below.
- (b) We shall determine that the reasonable and appropriate remedy to restore such covered equipment's ability to function is the replacement of one or more electronic circuitry components of the covered equipment.
- (c) The covered equipment must be owned or leased by you or operated under your control.
- (d) None of the following is an electronic circuitry impairment:
 - (i) Any condition that can be reasonably remedied by:
 - 1) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - 2) Rebooting, reloading, or updating software or firmware; or
 - 3) Providing necessary power or supply.
 - (ii) Any condition caused by or related to:
 - 1) Incompatibility of the covered equipment with any software or equipment installed, introduced, or networked within the prior 30 days; or
 - 2) Insufficient size, capability, or capacity of the covered equipment;
 - 3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

Outdoor Property: Fixed or permanent structures including but not limited to:

- Docks, wharves, piers, pilings, or bulkheads;
- Dumpsters, concrete trash containers, or permanent recycling bins;
- Electric utility power transmission and distribution lines, poles and related equipment owned by the insured;
- Exterior signs not located at a premises;
- Fences and retaining walls;
- Historical markers and flagpoles;
- Hydrants, not associated with a sprinkler system;
- Lighting towers;
- Playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- Storage sheds, garages, pavilions, or other similar buildings or structures not located at a premises; or
- Traffic lights, streetlights, traffic signs, parking meters, or bus shelters.

Personal Property: Means all property used in your operations other than real property, including but, not limited to:

- Furnishings and office equipment
- Building contents;
- Computer equipment;
- Communication systems;

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

EFFECTIVE DATE: 10/18/2024

- Materials, supplies (including your inventory of vehicle parts and supplies) while held on your premises awaiting installation;
- Base stations and dispatching systems, provided the property is on your premises and also provided you own the property, or the property is in your custody or control, and you are responsible for it, even though it belongs to someone else:
- Value of your right to use improvements made as a tenant, if you have paid for alterations or additions to any building
 or structure that you do not own (improvements must be at a premises).

Pollution Conditions (Wording differs in the State of Indiana – please refer to the policy for exact verbiage): The discharge, dispersal, release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials (including medical, infectious and pathological wastes) or electromagnetic fields into or upon land or any structures thereon, the atmosphere, or any watercourse or body of water including groundwater.

Real Property: The items at a premises described in the Declarations.

This includes:

- Aboveground piping:
- Aboveground and belowground "penstock";
- Additions under construction;
- Air cascade units that are not designed to be used off "premises";
- All appurtenant buildings or structures other than playground equipment, park shelters, pedestrian-only bridges, picnic tables, water fountains or coolers, benches, dugouts, bleachers, or scoreboards;
- Alterations and repairs to the buildings or structures;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Foundations:
- Materials, equipment, supplies and temporary structures you own or for which you are responsible, on the "premises" or in the open (including property inside "vehicles") within 1,000 feet of the "premises", used for making additions, alterations or repairs to buildings or structures at the "premises";
- Outdoor fixtures;
- Paved surfaces such as sidewalks, bike paths, walkways, patios or parking lots;
- Permanently installed fixtures, machinery, and equipment;
- "Personal property" used for the maintenance and service of buildings or structures, including tools, lawn care equipment, and free-standing appliances for refrigerating, ventilating, cooking, dishwashing and laundering;
- Submersible pumps, pump motors and engines; or
- Underground piping located on or within 100 feet of a "premises" described in the Declarations.

Remediation Expenses: Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) federal, state or local laws, regulations or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of pollution conditions.

Tools and Equipment: All tools and equipment, together with attached devices, accessories and trailers, that are used in your operations. Tools and equipment include, but are not limited to, hand tools, mechanics tools, power tools, meter readers, generators, air compressors, welders, trash pumps, trenchers, saws, jackhammers, maintenance or diagnostic equipment including specialized audio-visual equipment and its associated laptop, as well as recreational equipment, such as outdoor portable seating, temporary stands, food service trailers not licensed for road use, or portable restrooms.

Tools and equipment also include mobile equipment such as, but not limited to, bulldozers, mobile equipment that travels on crawler treads, tractors, loaders, backhoes, excavators, graders, or road surfacing equipment, and equipment whether self-propelled or not, maintained primarily to provide mobility to permanently mounted cranes, shovels, loaders, diggers, and drills. Tools and equipment also include snowplows, salt spreaders, and other similar equipment when not attached to a vehicle.

PROPERTY SUBLIMITS	
Coverage	Limit
Accounts Receivable	\$500,000
Arson, Theft, or Vandalism Information Reward	\$25,000
Building Glass – Tenant	Lesser of replacement cost or amount liable under contract
Claim Expense	\$20,000
Commandeered Property (RC + loss of use)	For the time you officially use the commandeered property + reasonable return time.
Damage to Building from Theft	\$100,000
Debris Removal Expenses	25% + \$100,000
Equipment Breakdown	Building + BPP Limit + Loss of Income & Extra Expense
Fine Arts	\$50,000 (appraised) \$25,000 (unappraised – subject to \$1,500/item max)
Fire Department Charges	\$25,000
Fire Extinguishing Equipment Recharge Costs	"Necessary and reasonable" (per policy)
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$25,000
Lock Replacement	\$25,000
Newly Acquired or Under Construction Real Property (Coverage A) and Related Personal Property (Coverage B)	Coverage A: \$1,000,000 Coverage B: \$500,000
Non-owned Detached Trailers	\$50,000
Ordinance Coverage Coverage A: Undamaged Real Property Coverage B: Demolition Coverage C: Increased Cost	Coverage A: Limit of Insurance (applicable to that item) Coverage B and Coverage C: Greater of 100% of direct physical loss or \$1,000,000
Outdoor Property	\$150,000
Personal Effects	\$25,000
Pollution Remediation Expense (covered cause of loss)	\$25,000
Pollution Remediation Expense (specified cause of loss)	\$100,000
Preservation of Property	Included
Real Property or Personal Property in Transit or Off-Premises	\$100,000
Software	\$500,000
Spoilage Due to Off Premises Electric Service Interruption	\$50,000
Supplementary Provisions for Coverage C. "Loss of Income" and Coverage D "Extra Expense"	Included
Trees, Shrubs, Plants and Lawns (max \$1,000 any one item)	\$25,000
Utility Services – Direct Damage	\$50,000
Valuable Papers and Records	\$500,000
Water Contamination Notification Expense	\$25,000 (annual aggregate)
Water Sewer Backup	\$50,000

NOTES:

Premium is calculated from application's property schedule (please review property schedule for coverage and limit adequacy).

As respects Equipment Breakdown Coverage only – "Covered Property" does not include plastic media used in trickle filters or other sewage processing equipment.

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority EFFECTIVE DATE: 10/18/2024

Section 2. INLAND MARINE (Included in the proposal? No)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: Proprietary

LIMITS	
Coverage A: Blanket Tools and Equipment: (Unscheduled, Maximum \$10,000 any one item)	N/A
Coverage B: Scheduled Equipment:	N/A
Coverage C: Blanket Emergency Services Equipment:	N/A

COVERAGE EXTENSIONS - Adds or extends the coverage under Section I - Coverages. Unless stated otherwise in the policy, a) each extension is limited to direct physical loss or damage cause by or resulting from a covered cause of loss; b) the limits in each extension are in addition to the limits applicable in Section I - Coverages; and c) All other applicable terms and conditions of the coverage form apply to each extension. (**whichever comes first)

Debris Removal Expenses	Max \$15,000 (per occurrence)
Employee Tools (no deductible applies)	Max \$25,000 (per occurrence)
Emergency Services and Law Enforcement Personal Effects (Coverage C extension, no deductible applies)	Replacement Cost
Rented or Borrowed Equipment Coverage A: Blanket Tools and Equipment and Coverage C: Blanket Emergency Services Equipment (\$1,000 deductible applies) Coverage B: Scheduled Equipment (Extended to equipment not owned by you, \$1,000 deductible applies)	**Replacement Cost or \$10,000 (per occurrence) **Actual Cash Value or \$N/A (per occurrence)
Newly Acquired Scheduled Equipment (Coverage B extension, \$1,000 deductible applies)	30 days on Replacement Cost (not to exceed purchase price)
Personal Watercraft and Watercraft (Coverage A & C extension only)	**Replacement Cost or \$25,000 (per occurrence)
Rental Reimbursement for Scheduled Equipment (Coverage B extension, no deductible applies)	Max \$10,000 (per occurrence)
Unmanned Aircraft (\$500 deductible applies)	Max \$25,000 (per occurrence)
Fire Department Charges (no deductible applies)	Max \$1,000 (per occurrence)
Fire Extinguishing Recharge Costs (no deductible applies)	Necessary and Reasonable Costs (extinguishing equipment must be for the protection of your inland marine equipment)

DEDUCTIBLES	
Coverage A: Blanket Tools and Equipment	N/A
Coverage B: Scheduled Equipment	N/A
Coverage C: Blanket Emergency Services Equipment	N/A

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

EFFECTIVE DATE: 10/18/2024

POLICY HIGHLIGHTS:

- Blanket Coverages: "Tools and Equipment" and "Emergency Services Equipment"
- Suite of Coverage Extensions available in the core form.
- Deductible Waiver in certain circumstances for Coverages A & B.
- Service Animal Floater Purchased: N/A Valuation: Agreed Value (No deductible applies)

VALUATION:

- Coverage A: Blanket Tools and Equipment: Replacement Cost
- Coverage B: Scheduled Equipment: Replacement Cost or Actual Cash Value
- Coverage C: Blanket Emergency Services Equipment: Guaranteed Replacement Cost

NOTES:

N/A

Section 3. CRIME (Included in the proposal? Yes)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: Proprietary

LIMITS							
Coverage Group	Employee Theft	Forgery or Alteration	Theft of Money & Securities	Robbery or Safe Burglary	Outside the Premises	Computer & Funds Transfer Fraud	Money Orders & Counterfeit Money
4	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

DEDUCTIBLE

\$1,000 (each claim)

POLICY HIGHLIGHTS:

Separate Limits Apply to Each Coverage Broad Definition of Employee Faithful Performance of Duty

Coverage reimburses for the loss of money or other property incurred on a sustained-loss basis due to dishonest actions by your employees or volunteers. For governmental entities, Allied Public Risk provides insurance for employee theft through the Government Crime form, with a Faithful Performance of Duty coverage extension included if statutorily mandated and requested. Additional Crime coverages encompass Forgery or Alteration, Money & Securities, Computer and Funds Transfer Fraud, Money Orders and Counterfeit Paper Currency.

It's important to note that coverage does not extend to public officials or employees requiring separate bonds, such as tax collectors or treasurers. These obligations are typically addressed by a surety bond, and Allied Public Risk coverage cannot fulfill those specific requirements.

NOTES:

N/A

Section 4. COMMERCIAL GENERAL LIABILITY (Included in the proposal? Yes)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: **Proprietary**

LIMITS	
General Aggregate	\$3,000,000
Products & Completed Operations Aggregate	\$3,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Payments	\$10,000

DEDUCTIBLE

\$100,000 (each occurrence)

SELECTED OPTIONAL COVERAGES WITH SEPARATE LIMITS				
Law Enforcement Liability (Each Law Enforcement Wrongful Act / Aggregate)	\$	Excluded	\$	Excluded
Deductible (Each Law Enforcement Wrongful Act – LAE Included)				N/A
Abuse or Molestation Liability Coverage (Each Act / Aggregate)	\$	1,000,000	\$	1,000,000
Occurrence or Claims-Made?	Occurrence		Occurrence	
Abuse or Molestation Retroactive Date	N.		N/A	
Special Supplementary Payment Limit	\$10,0			\$10,000

SELECTED OPTIONAL COVERAGES

Abuse or Molestation Liability Failure to Supply Liability

POLICY HIGHLIGHTS:

- Duty to Defend w/ Defense Costs In Addition to Limits
- Broad Definition of Insured including, but not limited to Employees, Volunteers, Elected or Appointed Officials, Good Samaritans
- Host Liquor Liability, Unless Otherwise Excluded
- Owned (Up to 100 HP higher available by endorsement) & Nonowned Watercraft
- Pesticide/Herbicide Application
- Blanket Additional Insured
- Broadened Pollution for Municipal Exposures (including, but not limited to potable water, water/wastewater treatment chemicals, chemicals for swimming pools, road salt or similar substances, urgent response for the protection of human life, training operations, pesticides/herbicides)
- Non-auditable

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

EFFECTIVE DATE: 10/18/2024

SPECIAL COVERAGES

Asbestos: Exclusion exception wherein coverage is provided for bodily injury or property damage arising out of potable water which is supplied to others.

Damage to Impaired Property or Property Not Physically Injured: Exclusion exception wherein the Damage to Impaired Property or Property Not Physically Injured exclusion does not apply to potable water, non-potable water, or wastewater as well as any loss of use of other property arising out of a sudden and accidental physical injury to the insured's product or work after it has been put to its intended use.

Electromagnetic Radiation: Exclusion exception to Electromagnetic Radiation exclusion that creates an exception for potable water you supply to others for claims involving electromagnetic radiation or exposure thereto or for costs of things like abatement. Also, for claims for loss, cost, or expense arirising out of radiactive matter.

Recall of Products, Work or Impaired Property: Exclusion exception where in the Recall of Products, Work or Impaired Property exclusion does not apply to potable water, non-potable water, or wastewater.

Damage to Property: Important exceptions to the Damage to Property exclusion for things like: liability assumed under a sidetrack agreement, mobile equipment borrowed or commandeered by you in connection with emergency operations, and property damage resulting from actions taken to protect persons or property during an emergency service activity or law enforcement activity, among others.

Pollution: The pollution exclusion contains the following exceptions:

- To bodily injury if sustained within a building owned or occupied by an insured and caused by smoke, fumes, vapor, or soot if produced or originating from certain equipment.
- To bodily injury or property damage arising out of heat, smoke, fumes from a hostile fire occurring or originating from certain premises, sites, or locations as outlined in the policy.
- To bodily injury or property damage that occurs as a result of your operations (unless otherwise specifically excluded) including:
 - Potable water supplied to others;
 - Chemicals used in your water/wastewater treatment process;
 - Chemicals you use, apply or store for your ownership, maintenance, or operation of swimming pools;
 - The use, application or storage of road salt or similar substances designed and used for snow/ice removal;
 - Natural gas or propane gas you use in your water or wastewater treatment process;
 - Urgent response for the protection of property, human life, health or safety conducted away from premises you own, rent or occupy;
 - Training operations;
 - Water runoff from the cleaning of equipment use in emergency service activities;
 - > Storage or application of pesticides/herbicides if such storage or application meets all standards of any statue, ordinance, regulation or license requirement of any federal, state or local government; or
 - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" subject to additional policy terms.
 - To bodily injury or property damage if such bi/pd is caused by the escape of back-up of sewage or wastewater from any sewage treatment facility or fixed conduit that you own, operate, lease, control.

Who is Insured: Coverage is extended to Scheduled Named Insureds comprising individuals, spouses, partnerships, joint ventures, corporations, trusts, limited liability companies, public entities, operating authorities, boards, commissions, districts, governmental units, nonprofit entities, and other organizations. Insureds also include: elected or appointed officials; employees or volunteer workers; real estate managers; temporary custodians; legal representatives; medical directors; mutual aid agreements; Good Samaritans; owners of commandeered equipment; blanket additional insureds; and newly acquired or formed entities.

KEY DEFINITIONS

Insured Contract:

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

- A contract for a lease or premises (see full terms and conditions).
- A sidetrack agreement;
- Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- An obligation, as required by ordinance, to indemnity a municipality, except in connection with work for a municipality;
- An elevator maintenance agreement;
- That part of any other contract or agreement pertaining to your operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for bodily injury or property damage to a third person or organization (see full terms and conditions).

Law Enforcement Activity: Means the activities of any insured while acting as a law enforcement official, officer, auxiliary officer, employee, or volunteer worker of the law enforcement agency or department of the Named Insured. Law Enforcement Activity also includes the activity of a volunteer worker while performed on behalf of the insured.

Law Enforcement Activity does not include: Your operations relating to any building, code, license, permit, health, sanitation, animal control, safety, planning or zoning enforcement.

Law Enforcement Wrongful Act: Means any actual or alleged error, act, omission, neglect, or breach of duty, including violation of any civil rights law, while performing a law enforcement activity.

All claims arising from a series of related errors, acts, omissions, neglects, or breaches of duty while performing law enforcement activities will constitute a single law enforcement wrongful act.

Suit: Means a civil proceeding in which damages because of bodily injury, property damage, personal and advertising injury, medical incident, law enforcement wrongful act, or a water or wastewater professional activity to which this insurance applies are alleged. Suit includes: a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or 2) Any other civil alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

NOTES: N/A

Section 5. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Included in the proposal? Yes)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: Claims-Made

Defense Costs Outside the Limits of Liability

LIMITS		
Coverage A: Wrongful Acts - Employment Practices - Employee Benefits Liability	\$ 1,000,000 Included Included	Each Wrongful Act or Offense
Coverage B: Injunctive Relief	\$ 25,000	Each Action
Aggregate Limit	\$ 3,000,000	Coverage A & B Combined
Wage and Hour Laws – Defense Expenses	\$ 50,000	Per Claim

WRONGFUL ACTS DEDUCTIBLE	EMPLOYMENT PRACTICES DEDUCTIBLE
\$100,000 (each Wrongful Act or Offense)	\$100,000 (each Wrongful Act or Offense)
WRONGFUL ACTS RETROACTIVE DATE (CLAIMS-MADE)	EMPLOYMENT PRACTICES RETROACTIVE DATE (CLAIMS-MADE)
1/1/1999	1/1/1999

EMPLOYEE BENEFITS LIABILITY RETROACTIVE DATE		
(CLAIMS-MADE)		

10/18/2024

POLICY HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Named Insured
- Municipal-Centric Focus
- Third Party Offense Coverage
- Optional Immigration Claim Defense Expenses Coverage Excluded
- Nonauditable

KEY DEFINITIONS

Employment Practices: Injury, including consequential bodily injury, arising from any of your employment practices including, but not limited to:

- Discrimination;
- Harassment:
- Retaliation;
- Any actual or alleged wrongful dismissal, discharge, or termination (either actual or constructive) of employment, including breach of an implied employment contract or an implied covenant of good faith and fair dealing in an employment contract;
- Any actual or alleged wrongful hiring, demotion, discipline, evaluation, supervision and investigation of an employee or intentional interference with an employment contract;
- Any actual or alleged wrongful deprivation of a career opportunity, to promote an employee or the wrongful failure to employ:
- Any actual or alleged false arrest, false imprisonment, false detention or malicious prosecution, liable, slander, defamation, disparagement or invasion of the right of privacy, as respects employment practices;
- The violation of any federal, state, or local statues, rules or regulations applicable to employers;
- The development, implementation, and enforcement of any and all practices, policies and procedures governing

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority EFFECTIVE DATE: 10/18/2024

any aspect of employment practices;

Injunctive or Declaratory Relief: (a) means equitable relief sought through the demand for the issuance of a permanent, preliminary, or temporary injunction, restraining order, or similar prohibitive write against, or order for specific performance by, an insured; or (b) any request that a court make a finding of law or fact, provided such action is filed during the policy period.

Wrongful Act: means any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, by any insured in discharge of their duties individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

NOTES:

N/A

Section 6. BUSINESS AUTO (Included in the proposal? Yes)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: ISO & Proprietary

PORTFOLIO		
Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	1	\$1,000,000
Hired Auto Liability	8	\$1,000,000
Non-Owned Auto Liability	9	\$1,000,000
"No-Fault" or Statutory Personal Injury Protection (each person)	5	\$50,000
Medical Payments	2	\$10,000
Uninsured / Underinsured Motorists	6	\$50,000
Hired Physical Damage	N/A	Excluded
Owned Physical Damage – Comprehensive	N/A	Excluded
Owned Physical Damage – Collision	N/A	Excluded

DEDUCTIBLE	
Liability:	\$100,000 (per accident)
Comprehensive:	N/A (each covered auto)
Collision:	N/A (each covered auto)

FLEET COVERAGE ENHANCEMENTS & COVERAGE EXTENSIONS (As Applicable)

- **Broadened Named Insured**
- Employees/Volunteers as Insureds
- Additional Insured Automatic Status
- Loss of Earnings @ \$500/day
- Fellow Employee Coverage
- Loss of Use Increased to \$500/day
- Favorable Exception to Expected or Intended Injury Exclusion for use of Reasonable Force
- Glass Repair Deductible Waiver
- Transportation Expenses up to \$1,500 for Temporary Transport
- Auto Loan/Lease Gap Coverage
- Commandeered Auto Coverage (\$500 Deductible)
- Personal Effects Up to \$500
- Rental Reimbursement up to \$3,000 (any one auto)
- Tapes, Records and Discs Coverage @ \$500
- Limited Deductible Reimbursement for Employee's or Volunteer's Personal Auto up to \$1,000 (any one auto)

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

EFFECTIVE DATE: 10/18/2024

EMERGENCY RESPONSE OPERATIONS BROAD FORM (As Applicable)

- Broadened Named Insured for Owners of Commandeered Autos and Owner of Substitute Emergency Vehicles
- If APD is purchased, further coverage extensions include:
 - · Commandeered Emergency Vehicles (\$500 deductible)
 - · Newly Acquired Emergency Vehicle up to \$500,000 (deductible applies)
 - · Personal Effects of Emergency Response Operation Employees or Volunteers @ \$10,000
 - · Rental Reimbursement Emergency Vehicles @ \$250/day for up to 30 days
 - · Substitute Emergency Vehicles up to \$250,000
 - · Freezing Coverage Emergency Vehicles w/ APD
 - · Emergency Vehicle Exceptions to certain Audio, Visual, Electronic Equipment Coverages
 - Replacement Cost for emergency vehicles ten (10) model years old or newer and police vehicles 5 model years old or newer
 - Customized Emergency Vehicle Coverage, including but not limited to lights, sirens, custom paint, gold leaf lettering, permanent communication equipment, etc.
 - Limited Deductible Reimbursement for Employee's or Volunteer's Personal Auto up to \$1,000 (any one auto)

NOTES

The Business Auto Coverage requires 17-digit VIN Numbers. The insured's policy cannot be released without this information.

We require that the insured perform MVR reviews a minimum of annually on all drivers <u>and</u> prior to hiring new drivers. By accepting this quotation, the insured confirms that they have in place or agree to adopt driver selection procedures and safe driving standards that include specific violation conditions indicating when an employee will not be allowed to operate entity vehicles or motorized equipment. These procedures can be subject to loss control review.

OBEL - \$25,000

Section 7. COMMERCIAL EXCESS LIABILITY (Included in the proposal? Yes)

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

FORM: Following Form

LIMITS

\$10,000,000/\$20,000,000

SCHEDULED UNDERLYING COVERAGE FORMS

Commercial General Liability - Included

Auto Liability - Included

Public Officials & Management Liability (Wrongful Acts) - Included

Employers' Liability: (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) - Excluded

Other:

NOTABLE COVERAGES INCLUDED IN THE EXCESS (require minimum underlying limits of \$1,000,000)

Law Enforcement Liability (General Liability) - Excluded

Hired and Non-Owned Auto Liability (General Liability) - Excluded

Abuse and Molestation Coverage (General Liability) - Included

Employee Benefit Plans (General Liability) - Excluded

Hired and Non-Owned Auto Liability (Owned Auto) - Included

Employment Practices (POML) - Included

Employee Benefit Plans (POML) - Included

RATING BASIS:

On file with underwriter; Non auditable

NOTABLE EXCLUSION:

Workers' Compensation

NOTES:

Employers' Liability subject to MRSI security requirements.

Please provide a copy of the current W/C declarations for review and affirmation of coverage.

Section 8. UNDERWRITING SUBJECTIVITIES AND GENERAL NOTES

CARRIER: Munich Re Specialty Insurance affiliate company

A+ XV (Excellent) A.M. Best Rating

INSURED Niagara Falls Water Board & Niagara Falls Public Water Authority

GENERAL NOTES	
QUOTE SUBJECTIVITIES:	

THE FOLLOWING ITEMS ARE DUE AT THE TIME OF BINDING:

- Signed and Dated Public Entity Application and Insured FEIN # (required to bind auto).
- Terrorism: Please refer to the attachments in this proposal for the TRIA quote. The insured has the option to accept or reject terrorism coverage. The attached election form must be completed and signed by the insured. If this notice is not returned to us upon binding of coverage, the terrorism premium will automatically be included.
- Signed and Dated Uninsured/Underinsured Motorist Selection/Rejection Form.
- Copy of the latest Dam Inspection reports and insured response to any inspection deficiencies, if applicable and not already provided.
- Signed Statement of Values (Property, Inland Marine and Auto, as applicable).
- Provide Name, Phone Number, and Email Address for both the Risk Manager and Boiler & Machinery Inspection contacts.
- Provide a complete driver schedule including name, date of birth, and license number.

STATE SPECIFICATION NOTATIONS:

NY Only: Optional Supplemental Spousal Liability Premium is available. Please refer to the Supplemental Spousal Liability Coverage Selection/Rejection form for the annual premium. If desired, remit the signed and dated Supplemental Spousal Liability Coverage Selection/Rejection Form at the time of binding.

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

EFFECTIVE DATE: 10/18/2024

ALLIED PUBLIC RISK - STATEMENT OF VALUES INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

POLICY YEAR EFFECTIVE: 10/18/2024 - 10/18/2025

LOC./ BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH- QUAKE (Y or N)
1-1	10016 Colvin Bld, Niagara Falls, NY 14304	Pump Station	Yes	\$99,086	\$309,000	\$408,086	Replacement Cost	Y	Υ
2-1	1002 Falls Street, Niagara Falls, NY 14303	Regulator 11A/11B	Yes	\$38,625	\$10,300	\$48,925	Replacement Cost	Y	Υ
3-1	1124 Military Road, Niagara Falls, NY 14304	Lift Station	Yes	\$23,175	\$15,450	\$38,625	Replacement Cost	Y	Υ
4-1	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Main Plant	Yes	\$170,875,86 7	\$12,056,150	\$182,932,017	Replacement Cost	Y	Υ
4-2	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Power	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-3	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Storage &	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-4	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Scum	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-5	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Gate House	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-6	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Gate House	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-7	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Settling	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-8	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Settling	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-9	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Settling	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Υ	Y

ALLIED PUBLIC RISK - STATEMENT OF VALUES INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

POLICY YEAR EFFECTIVE: 10/18/2024 - 10/18/2025

LOC./ BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH- QUAKE (Y or N)
4-10	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewage Treatment Plant Storage	Yes	\$10,300	\$0	\$10,300	Replacement Cost	Y	Υ
4-11	1201 Buffalo Avenue, Niagara Falls, NY 14302	Sewager Treatment Plant	Yes	\$15,450	\$0	\$15,450	Replacement Cost	Y	Υ
5-1	1565 101st Street, Niagara Falls, NY 14304	Lift Station	Yes	\$48,822	\$206,000	\$254,822	Replacement Cost	Y	Υ
6-1	1757 Falls Street, Niagara Falls, NY 14303	Regulator 9	Yes	\$18,540	\$10,300	\$28,840	Replacement Cost	Y	Υ
7-1	1780 Beech Avenue, Niagara Falls, NY 14305	Steel Water Tank	Yes	\$4,394,701	\$0	\$4,394,701	Replacement Cost	Y	Υ
8-1	201 22nd Street, Niagara Falls, NY 14303	Gas Monitor Station	Yes	\$18,540	\$0	\$18,540	Replacement Cost	Y	Υ
9-1	215 27th Street, Niagara Falls, NY 14303	SSI Monitor Station	Yes	\$18,540	\$0	\$18,540	Replacement Cost	Y	Υ
10-1	227 12th Street, Niagara Falls, NY 14303	Regulator 10	Yes	\$18,540	\$10,300	\$28,840	Replacement Cost	Y	Υ
11-1	300 27th Street, Niagara Falls, NY 14303	Regulator 4A	Yes	\$18,540	\$10,300	\$28,840	Replacement Cost	Y	Υ
12-1	300 4th Street, Niagara Falls, NY 14301	Regulator 12	Yes	\$18,540	\$10,300	\$28,840	Replacement Cost	Y	Υ
13-1	305 Hyde Park, Niagara Falls, NY 14303	Regulator 6A/6B	Yes	\$38,625	\$12,360	\$50,985	Replacement Cost	N	Υ
14-1	315 19th Street, Niagara Falls, NY 14304	Regulator	Yes	\$18,540	\$10,300	\$28,840	Replacement Cost	Y	Υ
15-1	315 21st Street, Niagara Falls, NY 14303	Regulator 3A	Yes	\$38,625	\$10,300	\$48,925	Replacement Cost	Y	Υ

Page **2** of **4**

ALLIED PUBLIC RISK - STATEMENT OF VALUES INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority

POLICY YEAR EFFECTIVE: 10/18/2024 - 10/18/2025
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LOC./ BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH- QUAKE (Y or N)
16-1	315 22nd Street, Niagara Falls, NY 14303	Regulator 2A/2B	Yes	\$18,540	\$12,360	\$30,900	Replacement Cost	Y	Υ
17-1	400 30th Street, Niagara Falls, NY 14301	Regulator 5	Yes	\$18,540	\$10,300	\$28,840	Replacement Cost	Y	Υ
18-1	440 56th Street, Niagara Falls, NY 14304	Steel Water Tank	Yes	\$4,394,701	\$0	\$4,394,701	Replacement Cost	Y	Υ
19-1	4400 Royal Avenue, Niagara Falls, NY 14301	SSI Monitor Station	Yes	\$18,540	\$0	\$18,540	Replacement Cost	N	Υ
20-1	4700 Royal Avenue, Niagara Falls, NY 14301	SSI Monitor Station	Yes	\$18,540	\$0	\$18,540	Replacement Cost	Y	Υ
21-1	4800 Pen Street, Niagara Falls, NY 14305	Gas Monitor Station	Yes	\$18,540	\$0	\$18,540	Replacement Cost	Y	Υ
22-1	539 Cayuga Drive, Niagara Falls, NY 14304	Pump Station	Yes	\$19,261	\$0	\$19,261	Replacement Cost	Y	Υ
23-1	5601 Buffalo Avenue, Niagara Falls, NY 14304	Lift Station	Yes	\$18,540	\$206,000	\$224,540	Replacement Cost	Y	Υ
24-1	5815 Buffalo Avenue, Niagara Falls, NY 14304	Main Water Treatment	Yes	\$101,268,14 3	\$6,780,615	\$108,048,758	Replacement Cost	Y	Υ
24-2	5815 Buffalo Avenue, Niagara Falls, NY 14304	Chlorine Water Treatment	Yes	\$5,150	\$0	\$5,150	Replacement Cost	Y	Υ
24-3	5815 Buffalo Avenue, Niagara Falls, NY 14304	Power back- up/Screening	Yes	\$5,150	\$0	\$5,150	Replacement Cost	Y	Υ
24-4	5815 Buffalo Avenue, Niagara Falls, NY 14304	Water Treatment Storage	Yes	\$5,150	\$0	\$5,150	Replacement Cost	Y	Υ
24-5	5815 Buffalo Avenue, Niagara Falls, NY 14304	Water Treatment Storage	Yes	\$5,150	\$0	\$5,150	Replacement Cost	Y	Υ

Page 3 of 4

ALLIED PUBLIC RISK - STATEMENT OF VALUES

INSURED: Niagara Falls Water Board & Niagara Falls Public Water Authority POLICY YEAR EFFECTIVE: 10/18/2024 - 10/18/2025

LOC./ BLDG NUM	ADDRESS	BUILDING DESCRIPTION	INCL IN BLANKET	BUILDING VALUE	CONTENTS VALUE	TOTAL INSURED VALUE	VALUATION	FLOOD (Y or N)	EARTH- QUAKE (Y or N)
24-6	5815 Buffalo Avenue, Niagara Falls, NY 14304	Water Treatment Security/Storage	Yes	\$5,150	\$0	\$5,150	Replacement Cost	Y	Υ
24-7	5815 Buffalo Avenue, Niagara Falls, NY 14304	Water Treatment/Pump	Yes	\$51,500	\$0	\$51,500	Replacement Cost	Y	Υ
25-1	8020 Stephenson Avenue, Niagara Falls, NY 14304	Lift Station	Yes	\$23,690	\$206,000	\$229,690	Replacement Cost	Y	Υ
26-1	8025 Frontier Avenue, Niagara Falls, NY 14304	Lift Station	Yes	\$66,950	\$206,000	\$272,950	Replacement Cost	Y	Υ
27-1	8090 W. Rivershore, Niagara Falls, NY 14304	By-Pass Pump Station	Yes	\$20,600	\$103,000	\$123,600	Replacement Cost	N	Υ
28-1	8643 Griffin Avenue, Niagara Falls, NY 14304	Lift Station	Yes	\$20,600	\$206,000	\$226,600	Replacement Cost	N	Υ
29-1	920 Whirlpool Street, Niagara Falls, NY 14301	Gorge Pump Station	Yes	\$31,385,645	\$60,770	\$31,446,415	Replacement Cost	Y	Υ
30-1	932 91st Street, Niagara Falls, NY 14304	Lift Station	Yes	\$27,810	\$206,000	\$233,810	Replacement Cost	Y	Υ

Total Values Subject to the Blanket: \$333,879,451

All Other Values: \$0

DATE



ADJUSTERS, INC

CLAIMS ADMINISTRATORS

ADJUSTERS

INVESTIGATORS

Stanford Place I - 8055 East Tufts Avenue, Suite 600, Denver, CO 80237 - Ph: 877-533-1211

CLAIM CALL CENTER

8055 E. Tufts Ave Suite 600 Denver, CO 80237

877-533-1211

Adam Beltz– Ext 765 Reyleen Wood Ext 699 J. Mayer – Ext 664

Karen Zapata – Ext. 326 Subrogation Supervisor

TO REPORT A NEW CLAIM OR LOSS

PHONE 877-533-1211 Option 324 Hour Call Center

■ E-MAIL networknewloss@networkadjusters.com



Client Authorization to Bind

Important Information:

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

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

After careful consideration of your proposal dated 9/18/24 we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

agara Falls Water Board		
Client Signature	Date Si	gned