

Table of Contents - NFWB Oct. 28, 2024 Business Meeting

1) October 28, 2024 NFWB Business Meeting Agenda	2
2) 2024-10-24 – Letter of Commendation – Jessica Basher	5
3) 2024-10-24 – Letter of Commendation – Maria Ball	6
4) 2024-10-24 – Letter of Commendation – Dana Phillips	7
5) Draft September 23, 2024 NFWB Business Meeting and Executive Session Minutes	8
6) October 28, 2024 Personnel Actions	15
7) WWTP Construction Schedule Tracker	16
8) WWTP Project Budget Status Spreadsheet	17
9) RESOLUTION 2024-10-001 - AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENTS WITH UNITED STEELWORKERS UNION	19
10) Terms of Tentative USW Collective Bargaining Agreements	20
11) RESOLUTION 2024-10-002 - RENEWING MEMORANDUM OF UNDERSTANDING WITH JAMESTOWN COMMUNITY COLLEGE	27
12) MOU With Jamestown Community College for 2024-2025	29
13) RESOLUTION 2024-10-003 - WAIVER OF UNCOLLECTABLE CHARGES TO SUPPORT URBAN RENEWAL ACQUISITION OF MAIN STREET PROPERTIES FOR REDEVELOPMENT	31
14) RESOLUTION 2024-10-004 - AUTHORIZING SETTLEMENT OF PERB CASE NO. U-38869	34
15) 2024-10-03 - Draft Memorandum of Understanding to Settle PERB U-38869	35
16) RESOLUTION 2024-10-005 - SETTLE LIGAMMARE PERSONAL INJURY LAWSUIT	37
17) RESOLUTION 2024-10-006 - AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT WITH THE BUILDING TRADES	38
18) Memorandum of Agreement - NFWB with the Building Trades, 2025-2028	39
19) RESOLUTION 2024-10-007 - AUTHORIZING SETTLEMENT OF GRIEVANCES RELATED TO PAYMENT OF ACCRUED VACATION ON RETIREMENT	41
20) USW 9434 Vacation Accrual Payment Grievance Settlement and Memorandum of Agreement	42
21) RESOLUTION 2024-10-008 - DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING DISPOSAL THROUGH AUCTION	46



AGENDA

Business Meeting of the Niagara Falls Water Board October 28, 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. Preliminary Matters

a. Attendance:

Aversa ____ Dean ____ Kimble ____ Larkin ____ Sirianni ____

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. Letters and Communications

- i. 2024-10-24 – Letter of Commendation – Jessica Basher**
- ii. 2024-10-24 – Letter of Commendation – Maria Ball**
- iii. 2024-10-24 – Letter of Commendation – Dana Phillips**

e. Prior Meeting Minutes

- i. Draft September 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 – Sean Costello**
 - a. **October 28, 2024 Personnel Actions**

6. **Information Technology (IT) –Jonathan Joyce**

7. **Finance – Michael Smith**
 - a. **Revenue vs. Budget (YTD 09-30-24)**
 - b. **Water Board - Expense vs. Budget (YTD 09-30-24)**
 - c. **Water Division - Expense vs. Budget (YTD 09-30-24)**
 - d. **Sewer Division - Expense vs. Budget (YTD 09-30-24)**
 - e. **Budget Amendments Report (YTD 09-30-24)**
 - f. **Capital Payments (YTD 09-30-24)**
 - g. **Bank Account Balances (YTD 09-30-24)**
 - h. **Investment Account Balance (YTD 09-30-24)**
 - i. **Wilmington Trust – Reserve & Construction Accounts (YTD 09-30-24)**

8. **Safety – John Accardo**

9. **Questions Regarding September 2024 Operations and Maintenance Report**
 - a. **WWTP Construction Schedule Tracker**
 - b. **WWTP Project Budget Status Spreadsheet**

10. Resolutions

2024-10-001 - AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENTS WITH UNITED STEELWORKERS UNION

- a. **Terms of Tentative USW Collective Bargaining Agreements**

2024-10-002 - RENEWING MEMORANDUM OF UNDERSTANDING WITH JAMESTOWN COMMUNITY COLLEGE

- a. **MOU With Jamestown Community College for 2024-2025**

2024-10-003 - WAIVER OF UNCOLLECTABLE CHARGES TO SUPPORT URBAN RENEWAL ACQUISITION OF MAIN STREET PROPERTIES FOR REDEVELOPMENT

2024-10-004 - AUTHORIZING SETTLEMENT OF PERB CASE NO. U-38869

a. 2024-10-03 - Draft MOU to Settle PERB U-38869

2024-10-005 - AUTHORIZING SETTLEMENT OF PERSONAL-INJURY LITIGATION WITH JAMES LIGAMMARE

2024-10-006 – AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT WITH THE BUILDING TRADES

a. Memorandum of Agreement - NFWB with the Building Trades, 2025-2028

2024-10-007 - AUTHORIZING SETTLEMENT OF GRIEVANCES RELATED TO PAYMENT OF ACCRUED VACATION ON RETIREMENT

a. USW 9434 Vacation Accrual Payment Grievance Settlement and Memorandum of Agreement

2024-10-008 - DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING DISPOSAL THROUGH AUCTION

11. Unfinished/Old Business

12. New Business & Additional Items for Discussion

13. Executive Session (if needed)

14. Adjournment of Meeting



Sean W. Costello
Executive Director & General Counsel
(716) 283-9770 x 7788
scostello@NFWB.org

October 24, 2024

Jessica Basher
Billing Clerk
5815 Buffalo Avenue
Niagara Falls, NY 14304

Dear Jessica:

Re: Commendable Response to Test of NFWB Security Procedures

In October 2024, members of the NYS Police and the NYS Division of Homeland Security and Emergency Services' Office of Counter Terrorism probed security procedures at the Water Treatment Plant using undercover officers. Your efficient, effective, and clear-headed handling of their test to our security procedures was commendable and was complemented by members of law enforcement involved in the probe.

Please know that the Niagara Falls Water Board sincerely appreciates your actions and exemplary performance.

Sincerely,


Sean W. Costello

/tbs

cc: Employee Personnel File



Sean W. Costello
Executive Director & General Counsel
(716) 283-9770 x 7788
scostello@NFWB.org

October 24, 2024

Maria Ball
Secretary 1
5815 Buffalo Avenue
Niagara Falls, NY 14304

Dear Maria:

Re: Commendable Response to Test of NFWB Security Procedures

In October 2024, members of the NYS Police and the NYS Division of Homeland Security and Emergency Services' Office of Counter Terrorism probed security procedures at the Water Treatment Plant using undercover officers. Your efficient, effective, and clear-headed handling of their test to our security procedures was commendable and was complemented by members of law enforcement involved in the probe.

Please know that the Niagara Falls Water Board sincerely appreciates your actions and exemplary performance.

Sincerely,

A handwritten signature in blue ink that reads "Sean W. Costello". The signature is fluid and cursive.

Sean W. Costello

/tbs

cc: Employee Personnel File



Sean W. Costello
Executive Director & General Counsel
(716) 283-9770 x 7788
scostello@NFWB.org

October 24, 2024

Dana Phillips
Security Officer
1201 Buffalo Avenue
Niagara Falls, NY 14303

Dear Dana:

Re: Commendable Response to Test of NFWB Security Procedures

In October 2024, members of the NYS Police and the NYS Division of Homeland Security and Emergency Services' Office of Counter Terrorism probed security procedures at the Wastewater Treatment Plant using undercover officers. Your efficient, effective, and clear-headed handling of their test to our security procedures was commendable and was complemented by members of law enforcement involved in the probe.

Please know that the Niagara Falls Water Board sincerely appreciates your actions and exemplary performance.

Sincerely,

A handwritten signature in blue ink that reads "Sean W. Costello". The signature is fluid and cursive.

Sean W. Costello

/tbs

cc: Employee Personnel File



MINUTES

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 could be attended in person or via videoconference.

1. Preliminary Matters

Acting Chairperson Kimble called the meeting to order at 5:00 p.m.

a. Attendance:

Dean (Board Member) *Present*

Forster (Chairman) *Absent*

Kimble (Board Member) *Present*

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

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).

None.

d. Comments from Chairman Forster

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

Motion by Board Member Sirianni and seconded by Board Member Dean to waive the agenda deadline policy in order to consider Resolutions W-2024-09-018 and W-2024-09-019.

Dean __Y__ Kimble __Y__ Larkin __A__ Sirianni __Y__ Forster __A__

Motion carried, 3-0.

Motion by Board Member Kimble and seconded by Board Member Sirianni to approve Resolutions W-2024-09-018, Amending By-Laws Regarding Officer Terms, and W-2024-09-019, Removal and Replacement of Board Officers and Committee Chairpersons.

Dean __Y__ Kimble __Y__ Larkin __A__ Sirianni __Y__ Forster __A__

Motion carried, 3-0.

Chairman Sirianni thanked Board Member Kimble for starting the meeting and introduced James S. Dean, who recently was appointed a Member of the Board by the Niagara Falls City Council.

e. Letters and Communications

- i. 2024-09-11 – COVID Wastewater Surveillance Update Memorandum**

f. Prior Meeting Minutes

- i. Draft July 23, 2024 Meeting Minutes**

Motion by Chairman Sirianni and seconded by Board Member Dean to approve the July 23, 2024 meeting minutes.

Dean __Y__ Kimble __Y__ Larkin __A__ Sirianni __Y__ Forster __A__

Motion carried, 3-0.

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

10. From the Chairman

11. Resolutions

Motion by Board Member Dean and seconded by Board Member Kimble to approve those resolutions which were part of the work session packet, specifically Resolutions 2024-09-001 through 2024-09-013.

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0. Approved, see above.

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

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

Approved, see above.

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

Approved, see above.

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**

Approved, see above.

2024-09-004 - PROCUREMENT OF WATER METERS

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

Approved, see above.

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**

Approved, see above.

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**

Approved, see above.

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**

Approved, see above.

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**

Approved, see above.

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

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

Approved, see above.

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**

Approved, see above.

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**

Approved, see above.

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.

Approved, see above.

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**

Approved, see above.

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

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

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

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

2024-09-015 - SEWER LINE CHEMICAL ROOT CONTROL

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

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

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

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

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

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

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

- a. **2024-09-18 - USI Insurance Proposal for Property, Liability, and Umbrella Coverages**

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

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

12. Unfinished/Old Business

13. New Business & Additional Items for Discussion

14. Executive Session

Motion by Board Member Dean and seconded by Board Member Kimble to enter into Executive Session at 5:10 p.m. for the purpose of discussing the employment of a particular individual.

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

MINUTES OF THE EXECUTIVE SESSION

The following motion was approved by the Board while in Executive Session:

Motion by Board Member Dean and seconded by Board Member Kimble to terminate the employment of Director of Administrative Services David San Lorenzo due to a lack of confidence in his leadership and ability to perform the duties of the position.

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

Whereupon the Board returned to the public session, and entertained a motion by Board Member Kimble and seconded by Board Member Dean to exit Executive Session at 5:35 p.m.

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

Motion by Board Member Dean and seconded by Board Member Kimble to amend the September 23, 2024 Personnel Actions sheet to remove the entry for lab director and to add authority to hire a Secretary I.

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

Motion by Board Member Dean and seconded by Board Member Kimble to approve September 23, 2024 Personnel Actions sheet as amended.

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

15. Adjournment of Meeting

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

Dean Y Kimble Y Larkin A Sirianni Y Forster A

Motion carried, 3-0.

Niagara Falls Water Board
 Personnel Actions and Report
 Monday, October 28, 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 ACTIONS RECOMMEND TO HIRE				
Line Item Number	Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION
1	Control Maint. Tech.	WWTP Maintenance	\$25.18 - \$27.30/hr	Appointment to be made only if incumbent CMT is selected for WTP Planning and Resource Coordinator. Would allow training prior to Planning and Resource Coordinator appointment. CMT would be internal promotion. Filling of resulting vacancy to be addressed in future.
2	Apprentice Mechanic	WTP Maintenance	\$23.83-\$25.92	<u>To be appointed in lieu of Control Maint. Mech. authorized at July 22, 2024 Board Meeting, pursuant to newly-negotiated Apprenticeship Program.</u>

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

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

ESTIMATED CONSTRUCTION SCHEDULE

NFWB CAPITAL IMPROVEMENT PROJECTS

Updated: 10/4/2024

TASK DESCRIPTION	PLAN START	PLAN END	2022												2023												2024											
			J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Project #1: Sed. Basin Upgrades (CPL) - CA/CI Approved (10-26-20)																																						
Design and Bidding	5/22/2019	10/1/2020																																				
Mobilization	11/1/2020	2/1/2021																																				
Construction (Phase 1)	3/1/2021	6/30/2022	█																																			
Construction (Phase 2)	7/1/2022	2/3/2023	█																																			
Construction (Phase 3)	3/1/2023	2/3/2024	█																																			
Construction (Phase 4)	3/1/2024	5/30/2025	█																																			
Project #3 Polymer and Grit (Arcadis) - CA/CI Approved (10-26-20)																																						
Design and Bidding	5/30/2019	10/1/2020																																				
Updated Design	12/1/2023	3/31/2024	█																																			
Construction	11/1/2020	12/31/2024	█																																			
Project #5 Electrical System Improvements (EI Team)																																						
Design and Bidding	4/25/2019	2/1/2022	█																																			
Construction	3/1/2022	12/31/2024	█																																			
Project #10 SCADA Improvements (Kaman) - CA Services Not Required																																						
Design and Bidding	6/1/2019	12/1/2019																																				
Construction	1/1/2020	11/30/2024	█																																			
Project #12 Int. Pump Improvements (GHD)																																						
Design	3/23/2022	8/23/2022 (RFP Pending)	█																																			



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

Last Updated: 6 10/4/2024

Key	
Not approved	
Preliminary Estimate	

Project	Scope	Budget	Scope/Vendor	Estimated/ Final	% Billed	Recent Work Update
1	Sedimentation Basin Upgrades	\$10,390,000	Design and Bidding (AECOM - Approved)	\$409,000	100%	Hohl on site and working basin #2 Work in Basin-1 to follow..
			CA & CI (CPL - Approved)	\$470,000	94%	
			GEN Construction (Hohl - Per Bid - Approved)	\$9,410,228	75%	
			ELEC Construction (CIR - Per Bid - Approved)	\$922,769	81%	
			Project Total	\$11,211,997	77%	
			Remaining Budget	(\$821,997)		
3	Screens and Grit Transportation Equipment Improvements	\$1,920,000	Design and Bidding (Arcadis - Approved)	\$166,785	100%	Nussbaumer & Clarke to investigate and finish the project. Meeting to be held with N&C, contractor and NFWB.
			CA & CI (Arcadis - Approved)	\$217,750	95%	
			GEN Construction (Hohl - Per Bid - Approved)	\$1,549,833	82%	
			ELEC Construction (CIR - Per Bid - Approved)	\$205,122	93%	
			Project Total	\$2,139,490	86%	
			Remaining Budget	(\$219,490)		
5	Electrical System Improvements	\$2,610,000	Design/E.I. Team - Approved	\$102,120	100%	Transformer 4A &4B installed. Transformer 5 installation estimated December 2024
			Phase 2 Design - Approved	\$198,941	100%	
			Task 1 Construction - Ferguson - Approved	\$253,307	71%	
			Task 2 Construction - Ferguson - Approved	\$1,491,000	0%	
			Project Total	\$2,045,368	23%	
			Remaining Budget	\$564,632		
10	SCADA Improvements	\$498,650	Phase 1 Design/ Construction/Kaman - Approved	\$352,450	78%	Kaman continues SCADA integration work with Capital Project contractors.
			Phase 2 Design/ Construction - Approved (For Project #6)	\$146,200		
			Running Total	\$498,650	78%	
			Remaining Budget	\$0		
Phase 1 Budget Total =		\$27,000,000	Anticipated Total Cost (Percentage of Total Budget)	\$26,104,799	Remaining Ph. Budget	\$895,201

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

Key	
Not approved	
Preliminary Estimate	

Project	Scope of Work	Budget	Scope/Vendor	Estimated Task	% Billed	Recent Work Update
2B	Outfall	\$1,700,000	Design, Bidding, and CA/CI (GHD - Approved)	\$37,400	100%	(See Project #2 Update)
			GEN Construction (STC - Per Bid - Approved)	\$562,000	95%	
			Running Total	\$599,400	95%	
			Remaining Budget	\$1,100,600		
12	Intermediate Pumps Upgrades	\$3,075,000	Intermediate Pump Assessment (GHD - Approved)	\$21,716	Final	RFP is prepared to be send out.
			Running Total	\$21,716	Final	
			Remaining Budget	\$3,053,284		
Ph. 2 Budget = \$13,000,000			Phase 2 Running Total	\$4,499,123		
*Updated to reflect full available Phase 2 Budget, grant not yet approved			Phase 2 Remaining Budget	\$8,500,877		

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-10-001

**AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENTS
WITH UNITED STEELWORKERS UNION**

WHEREAS, representatives of the Niagara Falls Water Board (“NFWB”) and United Steelworkers Union Local 9434 (“USW”) entered in good faith into negotiations to renew the agreements between the NFWB and USW Local Unit 9434-00, representing employees in the Administrative Unit, Unit 9434-01, representing employees in the Operators’ and Mechanics’ Unit, and Unit 9434-02, representing Hourly Unit employees, all of which expired on May 31, 2024; and

WHEREAS, on September 27, 2024 representatives of the NFWB and USW reached a tentative agreement on the terms of renewal agreements covering the period from June 1, 2024 through December 31, 2029; and

WHEREAS, on October 4, 2024 the employees in the USW bargaining units ratified the terms of the tentative contracts; and

WHEREAS, after due deliberation, the Niagara Falls Water Board has determined that it is in the best interests of the Water Board to approve the tentative agreements with the USW;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby ratifies and authorizes the Executive Director to sign on its behalf the tentative agreement between the Niagara Falls Water Board and United Steelworkers Local Unit 9434-00, representing employees in the Administrative Unit, Unit 9434-01, representing employees in the Operators’ and Mechanics’ Unit, and Unit 9434-02, representing Hourly Unit employees, for the period from June 1, 2024 through December 31, 2029.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

Terms of Tentative Collective Bargaining Agreements with United Steelworkers

Strong contracts that enhance management rights and control costs while increasing NFWB competitiveness in today's labor market.

USW Units:

USW Local Unit 9434-00, representing employees in the Administrative Unit, Unit 9434-01, representing employees in the Operators' and Mechanics' Unit, and Unit 9434-02, representing Hourly Unit employees, all of which expired on May 31, 2024.

Term:

June 1, 2024 through December 31, 2024.

- For the first time, CBAs for Steelworkers employees will align with the NFWB calendar year, helping to **simplify and promote more accurate personnel cost budgeting.**

Highlights:

- All-new disciplinary policy that breaks with prior “lock step” procedure to give management the **flexibility to impose a penalty that corresponds to the offense.**
- **All-new grievance procedure sought by management.** Timelines for presenting grievances are significantly shorter, the procedure is more streamlined, grievants must provide more information, and the NFWB no longer “loses” the grievance if it misses a deadline.

Controlling Costs and Enhancing Controls:

- **Meaningful reform** of provisions requiring NFWB to pay for employees' time spent on Union business. **Significant cost savings** to be realized from the following changes:

- NFWB no longer will pay for Union executive committee members who are not stewards or presidents to attend monthly executive committee meetings;
 - Reduce the stewards for the Administrative Unit from 3 to 2;
 - Limit stewards to no more than 8 hours of Union time per month (down from 12);
 - These first three changes will result in **recurring savings of over \$17,500 annually**, not including increased productivity and avoided overtime costs when workers are on the job versus on Union business.
 - Limits the negotiating committee for the next CBA to 3 per Unit (down from 5), and limits time off for Union preparations for the committee to two days.
Estimated savings of over \$19,000 in 2029.
- Eliminates Meal Tickets: This contract perk for working overtime provided no benefit to the NFWB and **little real benefit to the majority of workers but has cost the NFWB over \$9,000 annually in recent years** and requires time consuming administrative work to track and pay. The new CBAs completely eliminate payment for meal tickets.
 - Biometric or Facial Recognition for Time Clocks: CBA permits the NFWB to institute technology that absolutely requires employees to be physically present to clock in and out, making it impossible for one employee to clock in another. Such “buddy punching” is not presently a problem, but this represents **one more control against possible fraud**.
 - Compensatory Time for Operators’ and Mechanics Unit: Will allow Unit members to choose additional time off in lieu of overtime pay, while prohibiting use of compensatory time if it would result in an open shift or the NFWB incurring overtime costs. This is an attractive benefit for some workers and **will reduce the NFWB’s overtime spend** by an estimated **\$14,000 to \$31,000 annually**.
 - Shift Differential now will be paid as the concept is intended – for hours actually worked on the “B” and “C” shifts, not as a lump sum paid equally for all shift workers without regard to the actual number of “B” and “C” shifts they worked. The differential is increased from \$0.25 per hour to \$0.45 and \$0.55 for the “B” and “C”

shifts in an effort to **reduce “call-ins” from those shifts which create operational issues and overtime expenses.**

- Sunday pay already is part of the CBAs for the Administrative and Operators’ and Mechanics’ Units. To **address issues with assembling Hourly Unit employees for emergency repair crews**, that Unit now will receive Sunday pay like the other NFWB employees when they respond to emergencies such as water main breaks or to help maintain access to the treatment plants in snow. The language has been revised for clarity and will be **consistent among all three USW CBAs.**
- Bereavement leave following the loss of a nephew/niece/aunt/uncle/first cousin has been eliminated. Five days now will be provided for parent/in-law/spouse/child. This eliminates the potential for many leaves where confirmation of the necessary relationship is difficult and **better reflects real needs** employees face.
- Job Posting/Bidding: Procedures for making opportunities for current employees to advance their careers have been clarified and streamlined in a new procedure, **with a trial-and-training period to ensure that employees can succeed** in new roles.
- Staffing Flexibility: New language for the first time allows NFWB management the clear right to make **temporary duty assignments** of personnel between NFWB divisions for operational or training purposes. This **new flexibility** enhances the NFWB’s ability to address intermittent labor needs or large projects **without increasing the overall size of the permanent staff.**
- A Complete Agreement: New CBA language sought by management will eliminate ambiguity and uncertainty about the exact agreements governing the relationship between the parties. **No agreement of any type which pre-dates the NFWB will be enforceable**, and all written agreements between the parties that they intend to enforce will be incorporated into the contracts. This will help to eliminate arguments over whether agreements made before any of the current management team was in place remain binding or enforceable.
- Acting Pay: The parties have **addressed a longstanding point of friction** between employees in the Administrative and Operators’ and Mechanics’ Units and Management over acting pay by limiting such pay to supervisory positions, making it effective after four days in the role, and requiring written confirmation from Management that the employee has the acting role.

Healthcare Cost Control:

- **No reduction** in employee contributions (employees hired after Dec. 31, 2007 contribute 20% of the premium cost, and are enrolled in a cost-effective high-deductible health plan).
- Language added to clarify that the amount the NFWB deposits in a “Tier II” employee’s Health Savings Account will **match changes** in the plan deductible.
- New CBA language will provide that **the NFWB reaps the lion’s share of any savings** realized by participating in a Taft-Hartley Benefits Trust like the Alliance of Western New York. Savings will be based on the parties’ current participation in healthcare premium costs. Because the NFWB pays 100% of the premiums for most retired members, and 80% of the premiums for most current employees, almost all savings will directly reduce the NFWB’s legacy cost for retirees and the cost for present employees. Previous estimates pegged **potential savings at over \$200,000 annually**.
- New **limitation on eligibility for retirement healthcare**: In addition to the age plus years of service requirement in the existing CBAs, a minimum of 10 years NFWB service now will be required to receive any NFWB payments toward health care cost in retirement. In the past 10 years at least two employees have retired with lifetime medical paid for by the NFWB despite having fewer than 10 years of service with the NFWB. For a retiree plus spouse who live 30 years after retirement, **each time this happens it costs ratepayers between \$415,000 and \$880,000 at present healthcare premium rates**. Substantial legacy costs will be avoided with this reform.
- Opt-out payment for not taking NFWB health insurance capped at maximum of \$8,000 for life of the agreement (currently \$8,700, **first-year savings over \$14,000**).
- CBA language will specifically permit negotiation of changes to the healthcare plans – **providing leverage for negotiating with insurance companies** for the first time.

Workforce Development:

- The NFWB and USW collaborated to develop an all-new **Apprenticeship Program** to give employees the skills they need to succeed in plant maintenance careers.
 - Two-year apprenticeship program is **cost neutral** versus hiring without the apprentice program.
 - Requires rotation between the two NFWB treatment plants to **develop well-rounded, highly skilled mechanics**.
 - Apprentices must pass written and hands-on testing to be accepted into the program.

Paid Time Off:

- **No increases in vacation time**, and in a separate agreement the USW has agreed that the NFWB may enforce limitations on the accrual of vacation time that reduce the liability for employee benefits that it must carry over from year to year.
- Building on **lessons from the pandemic**, the sick leave program for most USW employees has been enhanced to gradually increase sick leave from six days per year earned at ½ day per month to a total of 10 sick days per year starting in 2029, with leave now accrued at a rate of one full day per month until the annual allotment is reached.
- New CBA language will clarify that employees will earn holiday pay for working on the observed or actual holiday – **but not both** – and that the holiday pay rate applies to overtime pay worked on the same date.
- The NFWB now will recognize **Juneteenth** as a paid holiday for all employees. The existing birthday holiday for all employees now will be treated as a “floating” holiday, and one additional floating holiday is granted to Tier II employees, who prior to the new CBAs enjoyed three fewer holiday per year than their Tier I co-workers.
- **Tier I employees receive no new holidays**, but their current holidays for Washington’s Birthday and Lincoln’s Birthday now will be observed as President’s Day and Juneteenth.

Wages:

Wage negotiations were realistic bargaining balancing NFWB's financial condition with recruitment challenges and financial pressures on the workforce. USW employees have had raises of 1.5% to 2% in each of the past seven years – despite unprecedented inflation that has dramatically increased the cost of living since the last CBAs were negotiated in 2017.

The chart below compares annual inflation rates versus contractual raises in the previous 2017-2024 CBAs:

Year	2017	2018	2019	2020	2021	2022	2021	2023	2024	Total	Annual Average
Inflation	2.1%	1.9%	1.8%	1.2%	4.7%	8.0%	4.1%	3.4%	2.4% (YTD)	29.6%	3.3%
USW Raises	2%	1.5%	2%	2%	2%	1.5%	2%	2%	0%	15%	1.7%

The tentative agreement on wages includes increases, but they are implemented in a manner than is affordable for the NFWB:

- **No retroactive pay.** Wage increases will be effective on date Union ratified CBA – not when the previous CBAs expired.
- No signing bonus. **Wage increases are straightforward, transparent, and fair.**
- The only increase between now and January 1, 2026 will be an across-the-board adjustment of \$3.50 on covered employees' hourly rate. This **most benefits the lowest-paid entry-level NFWB positions, where recruitment of well-qualified personnel is a persistent challenge** (current starting wages are as low as \$16.76 per hour). A further 5% increase will follow on January 1, 2026, 4% on January 1, 2027, 4% on January 1, 2028, and 4% on January 1, 2027.
- It was imperative to adjust wages to prevent loss of trained personnel.

- The 2023 AWWA Compensation Survey of Medium-Sized Water and Wastewater Utilities provides some insight:

Position	2023 AWWA Median	NFWB 2024 Pay
Water Plant Operator	\$49,220 to \$67,667	\$43,056 to \$57,761
Water Plant Mechanic	\$68,490	\$48,539 to \$52,124
Industrial Pretreatment	\$61,336 to \$69,994	\$46,118 to \$54,672
Treatment Plant Manager	\$94,146	\$66,648 to \$77,823
Instrument Technician	\$80,296	\$54,932
Secretary/Customer Care Representative	\$47,931	\$33,542 to \$34,652
Collection and Distribution Maintenance Workers	\$60,669 to \$61,505	\$37,793 to \$61,672

- Historically, the NFWB has invested years and thousands of dollars in training Operators, only to have them depart to higher-paying municipalities when they obtain their licenses.
 - For example, at the WTP, the past 5 years have seen 5 operators depart after completing the minimum 1-year experience plus classes and obtaining a license. Employment costs for each trainee plus the cost of training classes in the first year of employment totals approximately \$78,000 – or **\$390,000 in investment lost at the WTP alone over 5 years because newly licensed employees leave for better wages.**
 - Departure of trained staff has further costs – not least of all substantial overtime to cover shifts until their replacements have been trained.

Bottom Line:

It is in the best interests of the Niagara Falls Water Board and its ratepayers to retain well trained staff who have appropriate licenses. Not only does loss of trained staff who leave for higher pay result in significant costs, it can impact services. Retention of trained personnel is perhaps the most important way to ensure regulatory compliance, the continued supply of plentiful, safe drinking water, and effective wastewater treatment.

The tentative agreement with the United Steelworkers makes major improvements to the Water Board’s ability to manage the workforce efficiently and effectively. It contains realistic wage increases to help employees catch up with inflation but also has many provisions which will result in savings to the Water Board. Management wishes to acknowledge the role played by the United Steelworkers in helping to make the contract negotiations constructive, productive of meaningful change, and successful.

**RENEWING MEMORANDUM OF UNDERSTANDING WITH JAMESTOWN
COMMUNITY COLLEGE RELATIVE TO USE OF NFWB FACILITIES FOR WATER
AND WASTEWATER OPERATOR CERTIFICATION
AND CONTINUING EDUCATION COURSES**

WHEREAS, the Niagara Falls Water Board employs water and wastewater treatment plant and water distribution system operators who need to complete DEC and DOH approved courses in order to secure requisite licenses for Water Board operations and career advancement; and

WHEREAS, for several years, DEC-approved wastewater treatment plant operator certification courses were unavailable in Western New York, creating a significant demand for this training and a shortage of licensed operators; and

WHEREAS, since 2022, the Water Board and Jamestown Community College (“JCC”) have entered into an annual Memorandum of Understanding (“MOU”), with the Water Board offering its facilities for JCC’s use when delivering water and wastewater treatment plant operator certification and continuing education courses so that these much-needed opportunities would be available to Water Board staff and for the staff of other municipal treatment plants in the region; and

WHEREAS, hosting JCC’s courses at Water Board facilities leverages both the opportunity for firsthand educational opportunities in the Water Board’s treatment plants and the Water Board’s investment in an upgraded conference room that is ideal for hosting such courses; and

WHEREAS, in addition to the benefit to the Water Board of increased training opportunities, JCC also provides discounted course tuition for Water Board employees; and

WHEREAS, the MOU for the prior year now has expired, and the Water Board and JCC mutually desire to enter into a new MOU in order to continue this mutually-beneficial arrangement;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes its Executive Director to execute a Memorandum of Understanding with Jamestown Community College which outlines each party’s responsibilities with respect to the use of Water Board facilities to deliver water and wastewater operator certification courses, to be effective from October 9, 2024 through September 30, 2024.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board



Memorandum of Understanding

This agreement is made between Jamestown Community College, a corporation organized and existing under the laws of the State of New York, having its principal place of business at 525 Falconer Street, Jamestown, New York, 14701, herein called "JCC", and the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, NY 14304, herein called "NFWB."

In consideration of the mutual covenants contained herein, JCC and NFWB agree as follows:

It is understood that JCC will provide the following:

- Instructor-led Water and Wastewater operator certification classes and continuing education classes
- Advertising for the classes via email, Facebook and website
- Electronic Sign-in sheets, evaluations, and certificates of completion
- JCC will hire and pay instructors.
- JCC will provide all books and materials needed for each class session. It is understood that any extra book copies resulting from last minute student cancellations or over ordering are the property of JCC and the instructor will keep possession of the extra book copies
- JCC will send the sign-in sheets into the state for recording.
- JCC will provide a certificate of insurance to the NFWB with them listed as additional insured.

It is understood that NFWB will be responsible for the following:

- Providing adequate classroom space for each class session. This space will include ample seating with desk or table space for each student, Wi-Fi or internet with the ability for the instructor to use a PC and/or connect a laptop to project PowerPoints or similar presentations.
- Printing of the welcome letter, sign-in sheets, evaluations, certificates of completion provided electronically from JCC
- Helping to promote the classes to contacts within the field.

It is understood that NFWB may need to limit the number of courses or attendees in order to avoid interference with NFWB operations. These limits will be provided to JCC at the time of scheduling the course.

- JCC will confer with NFWB prior to scheduling courses to confirm the availability of classroom space for the requested dates and times.

Method of payment, it is understood and agreed that:

- NFWB will be allowed to send up to 5 employees to a class at a discounted rate as shown below. Additional employees (above 5) may attend, but at full tuition. Payments will be made directly to JCC either through an invoicing process or via our website. In all cases, the cost will include the book fee if one is required for the training.

Discounted rates for up to 5 employees are as follows:

- o Grade IA Advance Water Treatment - \$975 per student (Orig. \$1245)
- o Grade IIA - \$1275 per student (Orig. \$1595)
- o Grade IIB - \$675 per student (Orig. \$925)
- o Grade C - \$565 per student (Orig. \$725)
- o Grade D - \$565 per student (Orig. \$725)
- o Continuing Education courses specific to Water Treatment (priced at \$60) \$50
- o Basic Lab Course - \$90 per student (Orig. \$120)
- o Basic Wastewater Operations - \$1275 per student (Orig. \$1595)
- o Basic Wastewater Operations Lab - \$975 per student (Orig. \$1245)
- o Activated Sludge - \$675 per student (Orig. \$925)
- o Grade 3 One Day Technical Ops - \$190 per student (Orig. \$250)
- o Grade 3 Supervision & Technical Operations - \$975 per student (Orig. \$1245)

INDEMNIFICATION

Each party agrees to indemnify the other party, its agents and employees, against all claims, damages, losses and expenses, including reasonable attorneys’ fees, arising out of the performance of training that are caused, in whole, by negligence of that party. To the extent that it is determined that claims, damages, losses and expenses are the result of the negligence both parties, each party shall bear its share of damages as is proportionate to its degree of negligence. This agreement does not constitute an employer/employee relationship to JCC, its agents and employees and NFWB’s agents and employees.

DURATION

This agreement shall become effective on October 9, 2024 and shall terminate on September 30, 2025 unless extended by mutual agreement in writing. This agreement may be terminated by either party hereto, or by 30 day written notice by either of the parties.

ASSIGNMENT

This agreement is personal to the parties hereto and may not be assigned by JCC and/or NFWB, in whole or in part, without the prior written consent of both JCC and NFWB.

AUTHORITY

NFWB shall have no right or authority, either expressed or implied, to assume or create, on behalf of JCC, any obligation or responsibility of any nature.

MODIFICATION

This agreement may be modified by a written amendment executed by each of the parties hereto.

Kathleen Dennison
 Interim Vice President/Finance & Operations
 Jamestown Community College
 525 Falconer Street
 P.O. Box 20
 Jamestown, NY 14702-0020

Signature of Representative

Date

Sean Costello
 Executive Director
 Niagara Falls Water Board
 5815 Buffalo Avenue
 Niagara Falls, NY 14304

Signature of Representative

Date

WAIVER OF UNCOLLECTABLE CHARGES TO SUPPORT URBAN RENEWAL ACQUISITION OF MAIN STREET PROPERTIES FOR REDEVELOPMENT

WHEREAS, the City of Niagara Falls, has been in discussions with various State and County partners to develop a revitalization plan for North Main Street in Niagara Falls; and

WHEREAS, properties formerly owned by Blue Cardinal Capital (BCC), under the title of Niagara Village LLC, are currently in bank foreclosure and occupy approximately 35 parcels along the North Main Street corridor; and

WHEREAS, the Niagara Falls Water Board (NFWB) has identified unpaid water and sewer bills which have been transferred to taxes and/or current outstanding bills at 13 of these parcels, as follows:

1. 2018 Main St. (identified in NFWB records as 2014-2018 Main St.)
2. 2019 Main St. (identified in NFWB records as 2017-2019 Main St.)
3. 2025 Main St. (identified in NFWB records as 2027 Main St.)
4. 1628 Main St.
5. 2109 Main St.
6. 811 Division Ave.
7. 803 Division Ave.
8. 1509 Main St. (identified in NFWB records as 1510 Lockport St.)
9. 1600 Cleveland Ave.
10. 1105 Cleveland Ave.
11. 1908 Main St.
12. 2002 Main St. (identified in NFWB records as 2002-2004 Main St.)
13. 1902 Main St.

WHEREAS, Niagara Village LLC, has failed to pay water charges for several years of its ownerships to the Niagara Falls Water Board (NFWB) creating an outstanding liability to the NFWB currently estimated (as of 10/15/24) in the amount of \$98,000; and

WHEREAS, the Rapids Theatre, also located in the North Main Street corridor, under the title of 1711 Main Street LLC, is currently in a separate bank foreclosure; and

WHEREAS, 1711 Main Street LLC, has failed to pay property taxes for several years of its ownerships to the NFWB creating an outstanding liability to the NFWB currently estimated (as of 10/15/24) in the amount of \$1,868.48; and

WHEREAS, the City of Niagara Falls, through its Niagara Falls Urban Renewal Agency (URA), is seeking to acquire the BCC properties and the Rapids Theatre through separate agreements with each financial institution and with the assistance of various NYS agencies and the Niagara Orleans Regional Land Improvement Corporation (NORLIC), so as to avoid sole property ownership, which has hampered development in the past, and to control and market the properties, initially to include university student housing and ancillary development thereafter; and

WHEREAS, the City of Niagara Falls, in its negotiations with the respective financial institutions will, as a part of proposed acquisition by the URA, forego collection of the taxes/charges unpaid to the City and other entities including the NFWB, provided the financial institutions enter into an agreement with the URA for the respective acquisitions, if an agreement is not achieved the priority property taxes would be recovered from any auction sale by the respective financial institutions; and

WHEREAS, in order to alleviate a potential impediment to development and assist the URA in its marketing effort, the NFWB (along with the City of Niagara Falls, which has waived \$394,940.58 and Niagara County, which has waived \$75,426.04) are being asked to forego collection of the taxes/charges unpaid up to and including 2024 to the NFWB totaling approximately \$99,899 for all of the parcels aforesaid, in furtherance of the proposed negotiation and provided the financial institutions enter into an agreement with the URA for the respective acquisitions, if an agreement is not achieved the priority property taxes would be recovered from any auction sale by the respective financial institutions and distributed pursuant to the formula provided by law; and

WHEREAS, the sums due and owing to the NFWB for the properties described above are unlikely to be collected in full in connection with a foreclosure sale, and the redevelopment of the properties would restore them to rate paying status;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby agrees and consents to forego collection of unpaid water charges up to and including charges incurred in 2024 to date for properties identified as BCC properties under the title, Niagara Village LLC and the Rapids Theatre under the title 1711 Main Street LLC, upon the specific condition that the respective financial institutions currently holding the respective properties in separate foreclosures, enter into an agreement with the URA to further the development delineated herein; and

IT IS FURTHER RESOLVED, that the Executive Director hereby is authorized to execute any documents required to release the NFWB's liens or to clear the title on the real property that is the subject of this resolution; and

* CONTINUED ON NEXT PAGE *

IT IS FURTHER RESOLVED, that in the event an agreement for acquisition of the respective properties, by the URA, is not achieved with a financial institution, the NFWB will obtain its unpaid water charges on the property, or properties, after a foreclosure auction pursuant to the formula provided by law.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-10-004

AUTHORIZING SETTLEMENT OF PERB CASE NO. U-38869

WHEREAS, on or about April 17, 2023 the Union filed an improper practice charge with the State of New York Public Employment Relations Board, designated Case No. U-38869; and

WHEREAS, the Union alleged, among other things, that the NFWB had transferred bargaining unit work to management employees and that the NFWB had refused to bargain over the change in violation of the Taylor Law; and

WHEREAS, the parties desire to resolve this matter through settlement and without the cost and uncertainty associated with proceeding with a hearing before PERB; and

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute a Memorandum of Understanding with United Steelworkers Union Local 9434 to settle PERB Case No. U-38869.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

**MEMORANDUM OF UNDERSTANDING BETWEEN
NIAGARA FALLS WATER BOARD AND UNITED STEEL WORKERS UNION
SETTLEMENT OF PERB CASE NO. U-38869**

This Memorandum of Understanding (“MOU”) is made by and between the Niagara Falls Water Board (“NFWB”) and the United Steel Workers Union and its Local 9434 (“Union”).

WHEREAS, on or about April 17, 2023 the Union filed an improper practice charge with the State of New York Public Employment Relations Board, designated Case No. U-38869; and

WHEREAS, the Union alleged, among other things, that the NFWB had transferred bargaining unit work to management employees and that the NFWB had refused to bargain over the change in violation of the Taylor Law; and

WHEREAS, the parties desire to resolve this matter through settlement and without the cost and uncertainty associated with proceeding with a hearing before PERB;

NOW, THEREFORE, it is hereby agreed by and between the NFWB and Union as follows:

1. Within 15 days of full execution of this MOU, the NFWB will, consistent with the parties’ agreed-on posting procedure, post for the position of Crew Leader Specialist, one to be appointed in the Building and Grounds division at the Water Treatment Plant and one to be appointed in the Building and Grounds division at the Wastewater Treatment Plant, and that upon completion of the necessary process will promptly appoint one Crew Leader Specialist in both divisions.
2. It is understood that the appointment of two Crew Leader Specialists will be based on seniority within the divisions and that the employee promoted to the position will not necessarily be replaced, as Crew Leader Specialist is a “working” title, and thus this MOU will not result in an increase in the total number of positions in the applicable divisions.
3. The position of Crew Leader Specialist is in Local 9434’s Hourly (02) Unit.
4. The NFWB further will take the steps necessary to add a Planning and Resource Coordinator position for the Water Treatment Plant to its 2025 budget and will appoint an individual to this position not later than 90 days from the date of execution of this MOU.
5. Effective January 1, 2025, the position of Planning and Resource Coordinator, which is in Local 9434’s Administrative (00) Unit, will shift from a seven hour per day schedule to an eight hour per day schedule, to align this supervisory position with the employees it supervises.
6. The parties agree that to facilitate this change in schedule, the pay grade for Planning and Resource Coordinator shall change from 21A (35 Hours) to 23B (40 Hours). The incumbent Planning and Resource Coordinator will move to the 23B pay grade at increment .4, fourth step (\$33.52 per hour), with no changes in step until meeting the requirements for increment .5.

* CONTINUED ON NEXT PAGE *

7. There shall be no retroactive or back pay due in connection with this settlement.

8. The Union reserves all of its rights to challenge any unilateral action by the NFWB to transfer bargaining unit work.

NIAGARA FALLS WATER BOARD

UNITED STEEL WORKERS UNION

By _____
Sean Costello, Executive Director
Dated: October __, 2024

By _____
James Briggs, Sub-District Director
Dated: October __, 2024

By _____
Timothy Huether, Local No. 9434
Amalgamated President
Dated: October __, 2024

By _____
Eric Smith, Local No. 9434-00
President
Dated: October __, 2024

By _____
Jerry Chandler, Local No. 9434-01
President
Dated: October __, 2024

By _____
Jason Witmer, Local No. 9434-02
President
Dated: October __, 2024

**AUTHORIZING SETTLEMENT OF PERSONAL-INJURY LITIGATION
WITH JAMES LIGAMMARE**

WHEREAS, on or about May 11, 2018, following the service of a notice of claim, James Ligammare filed a lawsuit against the Niagara Falls Water Board seeking to recover for personal injuries allegedly resulting from the Water Board’s negligence; and

WHEREAS, Mr. Ligammare alleges that on May 12, 2017 he slipped and fell in an area where the NFWB had performed construction work, injuring his head, neck, and back; and

WHEREAS, the Water Board denies all negligence, fault, and responsibility for Mr. Ligammare’s accident, but the cost of proceeding to the trial of this matter, including the costs associated with necessary testimony from an expert medical witness, and attorneys’ fees, will exceed the \$15,000 cost to settle this case; and

WHEREAS, resolving Mr. Ligammare’s claim at this juncture for less than the cost of further litigation also eliminates the uncertainty of trial, and is in the Water Board’s best interests;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board be and is hereby authorized to pay the sum of \$15,000 to Fanizzi & Barr, P.C., as attorneys for James Ligammare as settlement in full of the case *Ligammare v. City of Niagara Falls NY et al.*, Niagara County Supreme Court Index No. E164794/2018, on the condition that Mr. Ligammare executes a general release acknowledging that no party admits fault for the underlying incident.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-10-006

**AUTHORIZING EXECUTION OF COLLECTIVE BARGAINING AGREEMENT
WITH THE BUILDING TRADES**

WHEREAS, representatives of the Niagara Falls Water Board (“NFWB”) and the International Union of Operating Engineers, Local 17, Bricklayers and Allied Craftmen International Union of America, Local 3, Painters & Glaziers District Council 4, International Brotherhood of Electrical Workers Local Union 237, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local No. 9, Operative Plasterers’ & Cement Masons’ International Association Local No. 9, and North Atlantic States Regional Council of Carpenters Local No. 276 (together, “the Building Trades”), entered in good faith into negotiations to extend the agreement between the NFWB and the Building Trades which presently expires on December 31, 2024; and

WHEREAS, representatives of the NFWB and the Building Trades have reached a tentative agreement on the terms of a renewal agreement covering the period from January 1, 2025 through December 31, 2028; and

WHEREAS, the Building Trades have ratified the terms of the tentative contract; and

WHEREAS, after due deliberation, the Niagara Falls Water Board has determined that it is in the best interests of the Water Board to approve the tentative agreement with the Building Trades;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby ratifies and authorizes its Chairman and the Executive Director to sign on its behalf the tentative agreement between the Niagara Falls Water Board and the Building Trades, covering the period from January 1, 2025 through December 31, 2028.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE NIAGARA FALLS WATER BOARD
AND
THE BUILDING TRADES

Subject: **Labor Agreement Extension**

Agreement: The terms and conditions set forth in this MOA apply to the Collective Bargaining Agreement (“CBA”) between the Niagara Falls Water Board and The Building Trades effective August 15, 2017 through December 31, 2024 and extended pursuant to the terms of this MOA.

1. **Effective Dates:** The parties agree to a 4 year extension of the CBA effective January 1, 2025 through December 31, 2028.

2. **Grievance Procedure:** The parties agree to incorporate the grievance language and form attached hereto as Appendix A.

3. **Wages:**

Effective January 1, 2025, will receive a \$3.00/hr. increase	\$34.50/hr.
Effective January 1, 2026, will receive 4% increase	\$35.88/hr.
Effective January 1, 2027, will receive 4% increase	\$37.32/hr.
Effective January 1, 2028, will receive 4% increase	\$38.81/hr.

4. **Electricians Posted Rate:** Electricians will receive 85 percent of the posted Inside Journeyman wireman rate of the IBEW 237 CBA with National Electrical Contractors Association.

5. **Holidays:** Juneteenth will be added to the list of observed holidays for all Tier 2 employees and Presidents Day will be a floating holiday.

6. **Sick Leave:** Will be earned at a rate of 1 sick day per month up to a maximum of eight (8) days per year.

7. **Health Insurance:** Deductibles will increase by \$100/yr. for single and \$200/yr. for family plans. The Water Board agrees to add this amount to the HSA as well as any other increases that occur during the duration of the agreement. Tier 2 employees will continue to pay for 20% of their current plan if they are enrolled in the plan.

8. **Safety Shoes:** \$200 allowance can be used anywhere.

9. Union Time: Shall be limited to 40 hours per year.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their duly authorized officers or representatives, effective on this date, October 16, 2024:

For the Niagara Falls Water Board

For the Building Trades

Chairman

International Union of Operating Engineers, Local 17

Executive Director

Bricklayers and Allied Craftsmen International Union of America, Local 3

Painters & Glazers District Council 4

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local No. 9

Operative Plasterers' & Cement Masons' International Association Local No. 9

North Atlantic States Regional Council of Carpenters Local No. 276

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-10-007

AUTHORIZING SETTLEMENT OF GRIEVANCES RELATED TO PAYMENT OF ACCRUED VACATION ON RETIREMENT

WHEREAS, on or about January 29, 2024, two grievances were filed with the Niagara Falls Water Board related to payment of accrued vacation time to certain retiring members, and these grievances were proceeding to binding arbitration with a hearing date scheduled for July 16, 2024; and

WHEREAS, prior to commencing the arbitration hearing, the parties reached a proposed settlement to resolve the grievances on mutually acceptable terms, and without the cost and uncertainty associated with proceeding with arbitration;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute a Memorandum of Understanding with United Steelworkers Union Local 9434 to settle grievances filed by Fifi Sandonato and Glenn Choolokian dated January 29, 2024.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

**MEMORANDUM OF AGREEMENT AND
GRIEVANCE SETTLEMENT
BETWEEN
UNITED STEELWORKERS LOCAL 9434-00, 9434-01, 9434-02
AND
NIAGARA FALLS WATER BOARD**

WHEREAS the Niagara Falls Water Board (“Employer”) and the United Steelworkers Local 9434-00, Local 9434-01 and Local 9434-02 (collectively, “Union”) are each, respectively, parties to collective bargaining agreements (collectively, “CBA”) dated June 1, 2017 through May 31, 2024;

WHEREAS bargaining unit members Fifi Sandonato and Glenn Choolokian filed grievances, each dated January 29, 2024, alleging that the Employer violated the CBA by improperly paying out their unused vacation at the time of Sandonato’s and Choolokian’s respective retirements (collectively, “grievances”), which occurred in December 2023;

WHEREAS the Employer thereafter answered the grievances, denying the material allegations made by the Union and setting forth various defenses;

WHEREAS the Union, upon receiving the Employer’s grievance answers, demanded arbitration, with the parties ultimately consolidating Sandonato’s and Choolokian’s grievances into a single proceeding and jointly selecting Howard Foster to serve as Arbitrator, with a hearing date scheduled for July 16, 2024;

WHEREAS the parties, in the interest of harmonious labor relations, and in lieu of proceeding to a hearing and decision on the grievances, have agreed to resolve the grievances on mutually acceptable terms; and

WHEREAS the parties, in their efforts to resolve the grievances filed by Sandonato and Choolokian, identified that bargaining unit member Joel Paradise had been similarly impacted and agreed to cover him as part of this Memorandum of Agreement and Grievance Settlement;

NOW, THEREFORE, the parties agree as follows:

1. **Sandonato Resolution.** In resolution of Grievance Number 20242901-1, the Employer shall within thirty (30) days of execution pay Fifi Sandonato an amount equivalent to 34.4 days of vacation pay at the rate effective for her position on January 1, 2024. This payment reflects 80% of the balance of Ms. Sandonato’s 2023 vacation that was not paid out at the time of retirement, plus 80% of what would have been Ms. Sandonato’s 2024 vacation benefit had she remained employed in 2024.

2. **Choolokian Resolution.** In resolution of Grievance Number 20242901-2, the Employer shall within thirty (30) days of execution pay Glenn Choolokian an amount equivalent to 28.8 days of vacation pay at the rate effective for his position on January 1, 2024. This payment reflects 80% of the balance of Mr. Choolokian's 2023 vacation that was not paid out at the time of retirement, plus 80% of what would have been Mr. Choolokian's 2024 vacation benefit had he remained employed in 2024.
3. **Paradise Resolution.** In resolution of the underlying dispute over which Grievances 20242901-1 and 20242901-2 were filed, the Employer shall within thirty (30) days of execution pay Joel Paradise an amount equivalent to one hundred and seventy eight (178) hours of vacation pay at the rate effective for his position on January 1, 2024. This payment reflects 80% of the balance of Mr. Paradise's 2023 vacation that was not paid out at the time of retirement, plus 80% of what would have been Mr. Paradise's 2024 vacation benefit had he remained employed in 2024.
4. **Payout of Unused Vacation at Retirement Under Section 9.2.9.** Prospectively from the date of this Memorandum of Agreement and Grievance Settlement, the maximum amount of unused vacation that an employee hired prior to January 1, 2008 ("Tier I") is eligible to be paid out at the time of retirement under Section 9.2.9 of the CBA is twelve (12) weeks. Employees will only be paid out for unused vacation that he or she has accumulated as of the time of retirement; no payment will be made for vacation that would have accumulated in the future had the employee remained employed. By way of illustration, a Tier I employee who earns 5 weeks of vacation annually and who does not wish to lose any of this time would enter a new year with no more than 7 weeks of vacation, so the total vacation on January 1 equals 12 weeks. Were a Tier I employee who earns 5 weeks of vacation annually to end a year with, for example, 10 weeks of vacation, on January 1 their vacation balance would be 12 weeks (with the employee therefore forfeiting 3 weeks).
5. **Tier I Employees Currently Holding More Than 12 Weeks of Vacation.** The parties acknowledge that, at the time this Memorandum of Agreement and Grievance Settlement was reached in principle in July 2024, certain Tier I bargaining unit members had more than twelve (12) weeks of vacation accumulated in their banks. Notwithstanding the parties' agreement above that the maximum payout at retirement is twelve (12) weeks, the parties agree that this Memorandum of Agreement and Grievance Settlement does not nullify or eliminate vacation days, and that Tier I bargaining unit members will have through December 31, 2025 to reduce their excess vacation balances; on January 1, 2026 Tier I employees no longer will be permitted to have more than 12 weeks of vacation accruals. Tier I employees retiring in 2025 will be limited to the maximum payout at retirement of twelve (12) weeks, unless their retirement is disability related in which case their current accrued vacation (but not vacation earned in 2025) will be paid out even if in excess of 12 weeks.

6. **Clarification of Tier II Vacation Accrual Rules.** The parties agree that consistent with existing contract language Tier II employees will be permitted to carry over into 2025 no more than 12 weeks of accrued vacation, to which will be added their vacation time earned in 2024. The NFWB will adjust accrual balances as reflected in the payroll system accordingly. The same procedure will be followed in future contract years. On retirement or termination, Tier II employees will receive payment for their accrued vacation hours and those hours earned in the current year, consistent with the current practice.

7. **Withdrawal of Grievances.** By executing this Memorandum of Agreement and Grievance Settlement, the Union confirms that it has withdrawn Grievance Numbers 20242901-1 and 20242901-2 and the associated arbitration demands.

8. **Enforcement.** This Memorandum of Agreement and Grievance Settlement shall be appended to and considered part of the Collective Bargaining Agreement. Any disputes arising hereunder shall be resolved pursuant to the applicable grievance and arbitration procedures contained within the Collective Bargaining Agreement.

9. **No Admissions.** The Employer, by issuing the payments set forth in ¶¶ 1-3 of this Memorandum of Agreement and Grievance Settlement, admits no wrongdoing, liability, or violation of the CBA. The Union, by withdrawing its grievances, does not concede that the grievances were meritless or that the Employer’s defenses thereto were meritorious.

For the Niagara Falls Water Board:

Sean Costello, Executive Director

Date

For the United Steelworkers Local 9434:

Jim Briggs, Sub-District Director

Date

Timothy Huether, Amalgamated President

Date

Eric Smith, 00 Unit President

Date

Jerry Chandler, 01 Unit President

Date

Jay Whitmer, 02 Unit President

Date

NIAGARA FALLS WATER BOARD RESOLUTION # 2024-10-008

**DECLARING CERTAIN PROPERTY SURPLUS
AND AUTHORIZING DISPOSAL THROUGH AUCTION**

WHEREAS, Niagara Falls Water Board staff have determined that certain goods and equipment that are property of the Water Board have reached the end of their service life or no longer are useful for Water Board operations and recommend that this property should be declared surplus and disposed of through sale at auction; and

WHEREAS, certain additional surplus property has been identified as in such a dangerous, useless, or decrepit condition that it should be disposed of as solid waste; and

WHEREAS, a Water Board Resolution to document this property disposal will be used for the purpose of tracking the disposition of these assets;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby declares the following used property to be surplus and authorizes its disposal through public auction, with the proceeds from the sale to be credited to appropriate budget lines for sale of scrap materials:

- 140 - 2' x 4' troffer lights;
- 1 – floor cleaning machine;
- 5 – HVAC blower with plenum;
- 1 – washing machine;
- 2 – pickup truck bed mount toolboxes; and
- Approx. 4,100 – concrete pavers.

On October 28, 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 Aversa	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board