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AGENDA

**Business Meeting of the
Niagara Falls Water Board
May 19, 2025 at 5:00 p.m.**

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

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

1. Preliminary Matters

a. Call To Order

b. Pledge of Allegiance to the Flag of the United States of America

c. Attendance:

Cole ____ Dean ____ Kimble ____ Larkin ____ Sirianni ____

d. Presentations (None Scheduled)

e. Public Comments (All speakers must register with the meeting clerk prior to roll call and are limited to three minutes per person – total time for all speakers may not exceed one hour).

f. Letters and Communications

g. Prior Meeting Minutes

i. Draft April 28, 2025 Business Meeting Minutes

2. Executive Director & General Counsel – Sean Costello

3. Engineering – Douglas Williamson

4. Information Technology (IT) –Jonathan Joyce

5. Finance – Michael Smith

- a. 2024 Audit Status Update**
- b. Bank Account Balance Report**
- c. Investment Account Report**
- d. Wilmington Trust Account Report**

6. Administrative Services – Caleb Holman

- a. May 16, 2025 Personnel Actions**
 - i. Job Specification – Meter Technician**

7. Questions Regarding April 2025 Operations and Maintenance Report

8. Resolutions

2025-05-001 – WWTP SEDIMENTATION BASIN CHAIN AND FLIGHT SPARE PARTS

- a. 2025-04-25 – Siewert Equipment Quotation for Brentwood Industries Chain and Flight Parts**

2025-05-002 – PROCUREMENT OF MAIN PUMP VARIABLE FREQUENCY DRIVES

- a. 2025-05-16 – Rexel WWTP Main Pump VFDs Quotation**

2025-05-003 – AUTHORIZING ADDITIONAL \$2,800 FOR PROCUREMENT OF REPLACEMENT WWTP CARBON FILTER BED TROUGHS

- a. 2025-05-14 - Warminster Fiberglass Quotation for Fiberglass Troughs Modified Per NFWB Requirements**

2025-05-004 – AUTHORIZING BILL ADJUSTMENT FOR WATER THAT PASSED THROUGH TWO METERS

2025-05-005 – AUTHORIZING BILL ADJUSTMENTS FOR EXEMPT NYS ENTITIES

9. Unfinished/Old Business

10. New Business & Additional Items for Discussion

11. Executive Session (if needed)

12. Adjournment of Meeting



MINUTES

Business Meeting of the Niagara Falls Water Board April 28, 2025 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

- a. Call To Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Attendance:

Cole Present, Dean Present, Kimble Present (Zoom), Larkin Present (Zoom),
Sirianni Present (Zoom).

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

Jeff Tarapczynski spoke on behalf of his mother, a tenant at 21 C Street. They recently discovered that the water passing through the meter there also went through a meter in the adjoining unit, resulting in a double charge. The situation has been corrected, but they request an adjustment related to this. Mr. Costello or Mr. Smith will contact them with a possible resolution for the Board's approval to follow.

Vishwa Jeyacharnder spoke as a representative of the owner of 427 3rd Street, a restaurant where a pipe burst during the winter when the business was closed, resulting in a high water bill. The property was being checked monthly. Mr. Smith will contact him to discuss further.

A discussion on leak detection and automated meter infrastructure ensured, Chairman Sirianni noted that such a system is expensive but would provide notice of leaks. Mr. Costello noted that he is working to obtain a quote from our meter vendor, the Board previously explored this but advances in technology may make it more cost effective.

f. Letters and Communications

g. Prior Meeting Minutes

i. Draft March 24, 2025 Annual Business Meeting Minutes

Motion by Board Member Dean and seconded by Board Member Cole to accept the March 24, 2025 annual business meeting minutes.

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

ii. Draft March 31, 2025 Special Meeting Minutes

Motion by Board Member Dean and seconded by Board Member Larkin to accept the March 31, 2025 special meeting minutes.

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

2. Executive Director & General Counsel – Sean Costello

a. Personnel Items

i. April 28, 2025 Personnel Actions

- 1. Job Specification – Industrial Monitoring Coordinator**
- 2. Job Specification – Compliance Officer/Industrial Waste Inspector**

Motion by Board Member Dean and seconded by Board Member Cole to approve items 1 through 4 on the April 28, 2025 Personnel Actions.

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

3. Engineering – Douglas Williamson

Mr. Williamson noted that the Town of Niagara spring flow monitoring period showed lower flows than last year. The second monitoring period will be in August. The reasons for

scattered portions of the Town's sewers to flow to the NFWB system, the rationale for two flow monitoring periods, and why there are not permanent meters were discussed. Further, Mr. Costello provided a brief update on the Town of Niagara agreement.

There is a meeting later in the week to discuss potential replacement of sections of the 20th Street water main where it crosses under CSX railroad tracks. There also is a project kickoff meeting with AECOM on Thursday for repairs to the Calumet Avenue sewer. The final annually required report for the 2024 operation of the WWTP has been completed and filed.

4. Information Technology (IT) –Jonathan Joyce

Mr. Joyce introduced recently hired Systems Engineer Elton Mensah-Selby. He discussed recent action to promptly address an issue identified in our routine cybersecurity scanning by CISA. He is finalizing details for a new agreement with Spectrum to reduce our internet service costs. The IT Department has a strategy for upgrading all operating systems to Windows 11 before Windows 10 support ends, and we also are updating to Server 2024.

5. Finance – Michael Smith

- a. 2024 Audit Status Update**
- b. Bank Account Balance Report**
- c. Investment Account Report**
- d. Wilmington Trust Account Report**

Mr. Smith is still working to get the 2024 audit completed. He has all information needed by the auditors and plans to send it this week. Then he will contact the auditors to find out when they can complete their on-site work.

An analysis of the bank account balance report shows that the balances are fairly consistent with the same time last year. The Wilmington Trust capital account balances have declined with capital payments.

Mr. Smith then discussed an issue with our current online payment portal accepting payments from “checkless” checking accounts. A notice now has been placed on the website to warn not to use these accounts. Board Member Larkin asked if late fees are being refunded for customers whose payments using checkless accounts fail, Mr. Smith answered affirmatively for the first failed payment. In the meantime, the returned checks are adding a lot of work for Mr. Smith. A brief further discussion ensued on upgrading the online payment system; staff recently previewed a system they believes is superior. Mr. Smith further noted that with news that service terminations for non-payment are to be renewed, there have been a large volume of customer requests for payment agreements.

6. Questions Regarding March 2025 Operations and Maintenance Report

7. Resolutions

2025-04-001 – AWARD BID FOR WASTEWATER TREATMENT PLANT SLUDGE HAULING AND DISPOSAL

a. 2025-04-03 - CPL Award Recommendation and Bid Tabulation

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

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

2025-04-002 – PROCUREMENT OF PARTS TO REBUILD WWTP BAR SCREEN CHAINS AND RAKES

a. 2025-03-25 - Shrier-Martin Quote for Headworks Mahr Bar Screen Chains, Links, and Rakes

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

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

2025-04-003 – PROCUREMENT OF REPLACEMENT WWTP CARBON FILTER BED TROUGHS

a. 2025-03-28 - Warminster Fiberglass Quote for Carbon Filter Bed Troughs

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

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

2025-04-004 – AUTHORIZING BILL ADJUSTMENTS RECEIVED AFTER DEADLINE

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

The Board discussed these adjustments. Information on exactly how late the adjustment requests were received as not immediately at hand. Adjustments are limited to one every two years and there are other criteria for eligibility. These adjustments met all requirements except for submission within 30 days of the bill date.

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

W-2025-04-005 – EVALUATION PLAN FOR INCOMING EXECUTIVE STAFF

WHEREAS, the Niagara Falls Water Board (“Water Board”) directly hires professional staff at the Director and Deputy Director levels, with these executive staff members being charged with performing duties important to the operation of the Water Board’s System; and

WHEREAS, the professional staff receives general direction from and works directly with the Executive Director, and there is not presently a procedure by which the Board receives routine updates on the suitability and performance of its executive staff hires during the early months of their employment; and

WHEREAS, the Water Board desires to implement an evaluation plan to systemically assess the performance of newly hired Director and Deputy Director level staff in order to provide constructive feedback and to make informed decisions regarding continued employment;

NOW THEREFORE BE IT

RESOLVED, that new executive staff members are to email to the Members of the Board an action plan for their next 30, 60, 90, and 120 days by the end of their fifth business day of employment with the Water Board; and

IT IS FURTHER RESOLVED, that the Executive Director is to send the Members of the Board an informal update on newly-hired executive staff members after their first week of service, and to complete written evaluations of new executive staff members at 30, 60, 90, and 120 days of employment and a copy is to be provided to the Members of the Water Board via email upon completion; and

IT IS FURTHER RESOLVED, that the new executive staff member evaluations are to include an interview of the executive staff member being reviewed,

objective, measurable metrics, a numerical scoring system for the evaluation, and a discussion of the review results with the executive staff member who shall be afforded an opportunity to respond, with significant comments by the executive staff member to be included in the Executive Director's email to the Members of the Water Board relative to that evaluation.

Motion by Board Member Larkin and seconded by Board Member Kimble to waive the agenda deadline policy in order to consider this Resolution.

Cole __Y__ Dean __N__ Kimble __Y__ Larkin __Y__ Sirianni __N__

Motion carried, 3-2.

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

Board Member Larkin explained that the resolution was based on an emailed request from Board Member Kimble to Executive Director Costello to conduct aggressive evaluations of new directors for the first 90 to 120 days. The purpose is to make sure new hires have goals, meet goals, and are fit to do the job. She believes strongly that the Board should have 30, 60, and 90 day evaluations but is open to Board Member Cole's suggestion that the evaluations should be at 30 and 90 days, with a 90 day probationary period. She feels that Board Member Kimble gave evaluations as a directive to Mr. Costello and these should have been done without any question but now they are presenting a resolution.

Board Member Dean stated that he supports a performance management program, especially for executives and directors. He appreciates the effort but has questions about how it would be developed and implemented, and asks Board Members Larkin and Kimble if they would be amendable to tabling the resolution to the next work session for more conversation.

Chairman Sirianni agrees that an evaluation is needed and healthy for the organization but to put it in place without dialogue among the Board and with the Executive Director is rushed, and the Board should work together to develop it.

Board Member Kimble stated that she sent her email to Mr. Costello on evaluations three to four weeks ago.

Chairman Sirianni stated that when he saw the request, he asked that it be paused.

Board Member Larkin stated she did not feel the evaluation resolution should be paused because a new employee is starting and Mr. Costello should have in his head or on paper expectations for that person to accomplish within the first 30, 60, and 90 days.

Chairman Sirianni stated that the Board Members pushing the resolution without delay have the most seniority on the Board and there has been no policy for 12 to 20 years, but they now want an evaluation plan because those Board Members are unhappy with the employee

selected, because they feel the Board should have hired a woman. He would like Mr. Costello to work with the new HR Director to produce a policy for the next work session. He feels the new hire is being singled out because he is not the candidate preferred by the Board Members supporting the resolution.

Board Member Cole agrees with Chairman Sirianni and Board Member Dean that this topic would be better for a longer discussion but agrees with Board Members Kimble and Larkin that evaluations are a necessity. He believes a 90-day probation, and 30- and 90-day reviews, is fair. He agrees it would be best to table the resolution and discuss and decide on something all five Board members agree upon, but agrees with Board Members Kimble and Larkin on the framework.

Board Member Kimble stated that she is ready to move the resolution forward, and that with respect to the evaluation of the new HR Director that is for the Executive Director to do, not for the new HR Director to be involved with preparing.

Board Member Dean made a motion, seconded by Chairman Sirianni, to amend Board Member Kimble's motion to approve to instead table the resolution until the next work session.

Cole __Abstain__ Dean __Y__ Kimble __N__ Larkin __N__ Sirianni __Y__

Motion to amend the motion to approve in order to table the resolution failed, 2-2, with 1 abstention.

Board Member Larkin made a motion to amend the resolution to state that there is a 90-day probationary period and evaluations at 30 and 90 days.

Chairman Sirianni questioned where the discussion to remove the evaluation at five days that is in the printed copy of the resolution took place. Board Member Cole stated that Board Members Larkin and Kimble had agreed to compromise on the evaluations and that he was asked as he walked into the building if he would accept this. Board Member Cole agrees that the resolution should be tabled but since this is so important to Board Members Larkin and Kimble will agree with the compromise from their requested 5, 30, 60, 90, and 120 day evaluations.

Board Member Dean asks for this to be tabled because he would like to see a better policy from the Board. This is just targeting new executive staff members and not all executive staff members. He feels it should be more fleshed out what a performance review program will look like.

Board Member Larkin noted that there were annual evaluations for executive staff and performance improvement plans. She feels that the members of the Board opposing the resolution do not want someone evaluated.

Board Member Larkin stated that Chairman Sirianni had interrupted while she was speaking. Chairman Sirianni stated that he thought she had finished speaking and that Board Members

Larkin and Kimble should attend meetings in person. Board Member Kimble stated that she does not attend meetings in person because of COVID. She has had family members die from COVID and it remains a threat, and she wears masks and limits going out in public. Chairman Sirianni acknowledged that he understood Board Member Kimble's health reasons and that she has come in person when requested but stated that Board Member Larkin does not attend because she thinks someone will beat her up which he characterized as ridiculous and embarrassing. Board Member Larkin stated that she does not want to be in the same room as Board Member Sirianni after the way she was treated at the October 28 Board Meeting; prior then she had been attending every meeting in person until he arrived on the Board but will not be in the same room as someone who she feels has been abusive and vile toward her. Chairman Sirianni remarked on reaching out to Senator Ortt to have her removed, and Board Member Larkin stated this would not be something Chairman Sirianni was going to do.

There ensued a discussion on the propriety of an oral amendment to the resolution; the possibility of which was confirmed. Chairman Sirianni noted that the printed resolution had been emailed to the Board at around 2:00 or 2:30 p.m. that afternoon and he had not had time to review it.

Board Member Cole stated that he did not see the resolution as focusing on one person though he understood that most directors are outside the window of the resolution. He understands there are annual reviews for these directors. The resolution will, however, apply to all new director level staff. Mr. Costello will review the HR Director, but the HR Director will be responsible for completing evaluations of other staff with Mr. Costello to communicate the HR Director's reviews to the Board. He feels the compromise offered by Board Members Larkin and Kimble is fair.

Chairman Sirianni wished to make clear that the compromise was between Board Members Larkin, Kimble, and Cole, not his compromise.

There ensued a conversation on the details of the amendment to the resolution.

Board Member Larkin stated that the matter should never have been put to a resolution. Evaluations were a directive from Board Member Kimble to Mr. Costello that should not have been questioned. Board Member Dean disagreed with the premise that any Board Member can make a request like that to the Executive Director, because it must go through the Governance Committee to create such a policy.

Board Member Dean stated that a 90-day probationary period is not needed for an at-will employee because they essentially remain at will for their whole employment. Board Member Cole stated he has experience with evaluation periods of 90 days, and Board Member Larkin stated that such a period is very common.

Board Member Dean asked that the requirement that the new executive submit an action plan for the first 90 days be moved to a deadline more than five days after starting, because they still are in the onboarding process.

It was clarified that the new executive staff member does not have to create their action plan without input from others.

Board Member Cole understands it is up to the discretion of the executive how long the action plan will be, one page or 100 pages, but agrees with Board Member Dean that the individual should have more than five days to prepare it.

Chairman Sirianni feels the first few days for a new employee are spent touring the facility.

Further discussion clarified that the amendment on the table reduced the requirement of the action plan to 30 and 90 days, instead of 30, 60, 90, and 120 days.

Board Member Larkin is willing to agree to give the new executive 10 working days to submit their action plan. Board Member Cole agrees this is enough time to prepare one paragraph on each timeframe.

Chairman Sirianni feels 10 working days is not enough for a new employee who is learning a new system, and it is setting the employee up to fail, which is what he thinks is intended here.

Board Member Kimble stated she has had to come up with a similar action plan within five days for a job that was just created. Further, she stated that the new executive is supposed to be an expert in personnel and there are matters handled by that function in every organization, so it does not require reinventing the wheel or developing a plan for a job that he does not know anything about.

Chairman Sirianni stated his worst expectations had been proven and that he did not know what job Board Member Kimble had done, but he was confident that the human resources function at the Water Board with payroll, a hundred employees, and two different divisions has a lot more to do and learn than in her job, and that he did not mean that in a disrespectful way.

Board Member Kimble stated that she has been responsible for thousands of employees, six collective bargaining units, and nine different units, and that it is sexist and racist for Chairman Sirianni to assume the work she has done does not meet up to this person's standard, and that Chairman Sirianni had crossed a line saying that.

Chairman Sirianni stated he was not knocking Board Member Kimble's job but comparing it to human resources. Board Member Kimble stated he cannot compare the jobs she has done in her life because he does not know them.

Board Member Kimble described human resources responsibilities and stated if the new executive cannot prepare an action plan in 10 days it is a problem. Chairman Sirianni stated he is confident that the new executive will prepare an action plan, but that 10 days is too short and that they are setting him up to fail so they can bring down the hammer, and that he feels Board Member Kimble's public statements indicate this. Board Member Kimble replied that she had stated the truth, that Harvard Business Review research supported a more diverse

workforce and that there had been two other people under consideration for Director of Administrative Services with more education and more experience in human resources, the Board was looking for someone in human resources not operations.

Chairman Sirianni stated that he disagreed and that the Board majority had disagreed with Board Member Kimble, and Board Member Kimble stated that did not make the majority of the Board right.

There ensued a discussion on evaluation forms, and having a point scoring system as well as having statements of opinion. Mr. Costello envisions a numerical rating, with comments, and an opportunity for the individual to discuss before the document is finalized.

Board Member Kimble stated that Chairman Sirianni interrupted her while speaking and believes he does not have respect for Board members and the women Board members because he tries to run over them and shout them down, and now she feels she must get more aggressive so her point can be heard. Chairman Sirianni stated he sometimes thinks the Board Members on video are finished because there is a hesitation.

The following resolution as amended ultimately was presented:

NIAGARA FALLS WATER BOARD RESOLUTION # W-2025-04-005

EVALUATION PLAN FOR INCOMING EXECUTIVE STAFF

WHEREAS, the Niagara Falls Water Board (“Water Board”) directly hires professional staff at the Director and Deputy Director levels, with these executive staff members being charged with performing duties important to the operation of the Water Board’s System; and

WHEREAS, the professional staff receives general direction from and works directly with the Executive Director, and there is not presently a procedure by which the Board receives routine updates on the suitability and performance of its executive staff hires during the early months of their employment; and

WHEREAS, the Water Board desires to implement an evaluation plan to systemically assess the performance of newly hired Director and Deputy Director level staff in order to provide constructive feedback and to make informed decisions regarding continued employment;

NOW THEREFORE BE IT

RESOLVED, that the Executive Director is to email to the Members of the Board new directors’ action plan for their next 30 and 90 days by the end of the new director’s tenth business day of employment with the Water Board; and

IT IS FURTHER RESOLVED, that the Executive Director or Director of Administrative Services, if not the Director being evaluated, is to send the Members of the Board via email written evaluations of new executive staff members at 30 and 90 days of employment and the first 90 days of a new executive staff member's employment shall be considered a probationary period; and

IT IS FURTHER RESOLVED, that the new executive staff member evaluations are to include an interview of by the Executive Director of the executive staff member being reviewed, objective, measurable metrics, a numerical scoring system for the evaluation, and a discussion of the review results with the executive staff member who shall be afforded an opportunity to respond, with significant comments by the executive staff member to be included in the email to the Members of the Water Board relative to that evaluation.

Motion to approve Resolution W-2025-04-005 as amended by Board Member Larkin and seconded by Board Member Kimble.

Cole __Y__ Dean __N__ Kimble __Y__ Larkin __Y__ Sirianni __N__

Motion carried, 3-2.

8. Unfinished/Old Business

9. New Business & Additional Items for Discussion

Board Member Cole discussed the recent recreational hockey game, where a team made up of Water Board employees (not an official work sponsored team) played the Niagara Falls Police Department and won 9-3.

10. Executive Session (if needed)

11. Adjournment of Meeting

Motion by Board Member Dean and seconded by Board Member Larkin to adjourn the meeting at 7:41 p.m.

Cole __Y__ Dean __Y__ Kimble __Y__ Larkin __Y__ Sirianni __Y__

Motion carried, 5-0.

Niagara Falls Water Board
Bank on Buffalo & Keybank Account Balances
Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
January	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	541.63	0.00	0.00	541.63	5,625,722.63	5,625,181.00
	X4899	Depository-BOB	6,639,451.21	3,325,085.52	0.00	(4,051,153.56)	(726,068.04)	5,913,383.17	10,291,925.84
	X9220	Depository-Keybank	1,108,276.80	214,419.41	0.00	0.00	214,419.41	1,322,696.21	1,834,140.22
	X4906	Payroll	290,532.10	0.00	(1,466,635.76)	1,469,103.96	2,468.20	293,000.30	114,660.06
	X4914	Benefits	18,041.57	0.00	(6,991.83)	0.00	(6,991.83)	11,049.74	22,024.75
	X0643	Operating	1,139,807.09	0.00	(2,462,477.20)	2,582,049.60	119,572.40	1,259,379.49	543,469.84
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	33,554.82
		Totals	14,913,049.28	3,540,046.56	(3,936,104.79)	0.00	(396,058.23)	14,516,991.05	18,556,581.36

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
February	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,722.63	150.00	0.00	(691.63)	(541.63)	5,625,181.00	5,625,181.00
	X4899	Depository	5,913,383.17	3,604,796.01	0.00	(3,723,668.26)	(118,872.25)	5,794,510.92	10,285,749.93
	X9220	Depository-Keybank	1,322,696.21	135,913.34	0.00	0.00	135,913.34	1,458,609.55	1,988,021.78
	X4906	Payroll	293,000.30	0.00	(613,865.56)	838,424.96	224,559.40	517,559.70	108,448.73
	X4914	Benefits	11,049.74	0.00	(5,177.68)	10,925.52	5,747.84	16,797.58	22,313.75
	X0643	Operating	1,259,379.49	0.00	(3,091,170.67)	2,875,009.41	(216,161.26)	1,043,218.23	585,029.58
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	33,554.82
		Totals	14,516,991.05	3,740,859.35	(3,710,213.91)	0.00	30,645.44	14,547,636.49	18,739,924.42

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
March	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	5,794,510.92	2,934,331.74	0.00	(2,042,014.23)	892,317.51	6,686,828.43	10,086,675.05
	X9220	Depository-Keybank	1,458,609.55	164,706.99	0.00	0.00	164,706.99	1,623,316.54	2,154,419.52
	X4906	Payroll	517,559.70	0.00	(541,889.77)	277,780.18	(264,109.59)	253,450.11	114,034.47
	X4914	Benefits	16,797.58	0.00	(6,902.73)	0.00	(6,902.73)	9,894.85	11,794.75
	X0643	Operating	1,043,218.23	0.00	(1,556,123.96)	1,764,234.05	208,110.09	1,251,328.32	529,552.28
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	33,554.82
		Totals	14,547,636.49	3,099,038.73	(2,104,916.46)	0.00	994,122.27	15,541,758.76	18,646,836.72

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
April	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	6,686,828.43	2,805,742.31	0.00	(2,150,323.26)	655,419.05	7,342,247.48	10,161,131.52
	X9220	Depository-Keybank	1,623,316.54	208,311.47	0.00	0.00	208,311.47	1,831,628.01	871,043.73
	X4906	Payroll	253,450.11	0.00	(557,685.62)	810,991.46	253,305.84	506,755.95	108,782.85
	X4914	Benefits	9,894.85	0.00	(9,518.35)	9,973.26	454.91	10,349.76	26,455.75
	X0643	Operating	1,251,328.32	0.00	(2,066,862.87)	1,329,358.54	(737,504.33)	513,823.99	608,176.60
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	690,154.68
		Totals	15,541,758.76	3,014,053.78	(2,634,066.84)	0.00	379,986.94	15,921,745.70	18,182,550.96

Niagara Falls Water Board

1865 Wealth Advisors (Bank on Buffalo/CNB Bank)

Treasury Account

Year 2025

Month	Beginning Balance	Net Deposits (Withdrawals)	Transfers to Depository	Change in Value	Ending Balance	Prior Year Ending Balance
January	15,512,541.84	0.00	0.00	51,375.50	15,563,917.34	15,498,212.20
February	15,563,917.34	0.00	0.00	50,610.01	15,614,527.35	15,488,100.27
March	15,614,527.35	0.00	0.00	61,765.86	15,676,293.21	15,516,830.01
April	15,676,293.21	0.00	0.00	50,487.89	15,726,781.10	15,481,160.30

Niagara Falls Water Board

Wilmington Trust (M&T Bank) Account Balances

Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
January	X3250	Debt Service	2,969,528.67	459,538.06	(383,740.64)	0.00	10,696.46	3,056,022.55	5,578,111.90
	X3251	Construction	961.55	0.00	0.00	0.00	3.14	964.69	921.94
	X3252	Debt Service Reserve	7,797,646.18	0.00	0.00	0.00	29,091.34	7,826,737.52	7,481,339.53
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	898,613.49	172,401.50	(543,005.63)	0.00	2,511.14	530,520.50	302,267.18
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,878,099.80	0.00	0.00	0.00	12,655.86	3,890,755.66	2,745,879.80
		Totals	15,570,548.93	631,939.56	(926,746.27)	0.00	54,957.94	15,330,700.16	16,134,219.59

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
February	X3250	Debt Service	3,056,022.55	919,076.12	0.00	0.00	10,940.29	3,986,038.96	5,599,265.45
	X3251	Construction	964.69	0.00	0.00	0.00	2.80	967.49	925.44
	X3252	Debt Service Reserve	7,826,737.52	0.00	0.00	0.00	26,525.01	7,853,262.53	7,508,687.69
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	530,520.50	344,803.00	0.00	0.00	2,042.30	877,365.80	442,655.83
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,890,755.66	0.00	0.00	0.00	11,306.27	3,902,061.93	2,421,329.03
		Totals	15,330,700.16	1,263,879.12	0.00	0.00	50,816.67	16,645,395.95	15,998,562.68

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
March	X3250	Debt Service	3,986,038.96	0.00	0.00	0.00	13,343.09	3,999,382.05	5,622,053.91
	X3251	Construction	967.49	0.00	0.00	0.00	3.10	970.59	929.20
	X3252	Debt Service Reserve	7,853,262.53	0.00	0.00	0.00	29,354.00	7,882,616.53	7,537,940.23
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	877,365.80	0.00	0.00	0.00	2,807.84	880,173.64	583,729.15
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,902,061.93	0.00	(898,487.61)	0.00	9,798.12	3,013,372.44	2,023,004.28
		Totals	16,645,395.95	0.00	(898,487.61)	0.00	55,306.15	15,802,214.49	15,793,356.01

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
April	X3250	Debt Service	3,999,382.05	459,538.06	0.00	0.00	14,497.89	4,473,418.00	5,644,133.25
	X3251	Construction	970.59	0.00	0.00	0.00	3.01	973.60	932.84
	X3252	Debt Service Reserve	7,882,616.53	0.00	0.00	0.00	28,424.25	7,911,040.78	7,566,261.31
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	880,173.64	172,401.50	0.00	0.00	3,260.19	1,055,835.33	725,257.50
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,013,372.44	0.00	(161,561.72)	0.00	9,252.08	2,861,062.80	5,847,896.06
		Totals	15,802,214.49	631,939.56	(161,561.72)	0.00	55,437.42	16,328,029.75	19,810,180.20

**Niagara Falls Water Board
Personnel Actions and Report
Monday, May 19, 2025**

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

Line Item Number	Position	Department/Location	Pay Grade / Rate	ADDITIONAL INFORMATION
1	Meter Technician	Meter Shop	15A / \$23.37-\$28.95	Provisional appointment pending Civil Service eligible list. To fill vacancy created by M. Schebell transfer to Compliance Officer/Industrial Waste Inspector. Job specification attached.

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 Grade / Rate	ADDITIONAL INFORMATION
Martin Schebell	Compliance Officer / Industrial Waste Inspector	Enforcement	18A.1.1 / \$28.04 hr.	Provisional/Probationary appointment effective 6/2/2025 per PA approved 4/28/2025. Provisional pending Civil Service eligible list (exam requested 10/17/2024). Previously Meter Technician, Grade 15A 4.1 / \$27.68 hr. Senior qualified candidate to bid per posting proc.
Matthew LaGamba	Industrial Monitoring Coordinator	Enforcement	23A 1.2 / \$36.98 hr.	Provisional/Probationary appointment effective 5/9/2025 per PA approved 4/28/2025. Provisional pending Civil Service eligible list (exam requested 10/17/2024). Previously Sr. Industrial Waste Inspector, Grade 19A 4.2 / \$32.86 hr. Senior qualified candidate to bid per posting proc.

E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE

Position	Last Day Worked	Dept.	Return Status	Comments
CDT Team Leader	1/28/2025	Collection & Distribution	TBD	Worker's Compensation
Sr. Admin. Asst.	12/17/2024	Administrative Services	7/1/2025	Unpaid maternity leave.
WWTP Assistant Operator	5/9/2025	WWTP Operations	TBD	FMLA

MCSC Adopted 1/10/91
MCSC Revised 12/4/03, 6/15/06
MCSC Revised 2/17/11

METER TECHNICIAN
(Niagara Falls Water Board)

DISTINGUISHING FEATURES OF THE CLASS: This position consists of technical work involving meter reading, installation and repair of domestic and industrial water meters. Supervision is received from an assigned supervisor. The position involves direct interaction with members of the public. This work may be performed under hazardous conditions due to locations of meters and weather conditions. The Meter Technician performs related work as assigned and required.

TYPICAL WORK ACTIVITIES:

Reads and records readings of industrial and domestic meters using computerized devices;
Investigates causes of low or excessive consumption;
Consults with consumers where abnormal consumption is detected;
Inspects meters and connections for defects, damage and unauthorized connections; reports irregularities to supervisor;
Reports and/or responds to customer complaints;
Locates and operates water service valves;
Installs, removes, changes, repairs, calibrates and tests domestic and industrial water meters;
Installs connections of pipe, gate and check valves;
Removes and re-sets water meters at consumer's homes;
Connects and disconnects water services;
Locates and repairs sources of water leaks and waste;
Investigates causes of high water bills;
Follows all safety SOP's and OSHA regulations; keeps records of work performed;
Enters and retrieves account information from computerized database.

KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Strong knowledge of the operation, care, maintenance and repair of various types of water meters; ability to read meters and related measuring devices; ability to follow oral and written directions; ability to use computers to input and retrieve information; mechanical aptitude; dependable and responsible; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

- (A) Graduation from high school or possession of a high school equivalency diploma and eighteen months of experience as a professional meter reader or repairman (gas, electric or water), or as a helper in installation and repair of water meters and pipes;

NOTE: Additional education in the field of hydraulics, instrumentation, mechanical technology, or other related fields may be substituted for experience on an equivalent basis.

MONTHLY OPERATIONS & MAINTENANCE REPORT

April 2025



NIAGARA FALLS WATER BOARD

Monthly O&M Report

for the Month of April 2025

I. Treatment & Plant Maintenance

A. Water – Robert Rowe, updated 05-14-2025.

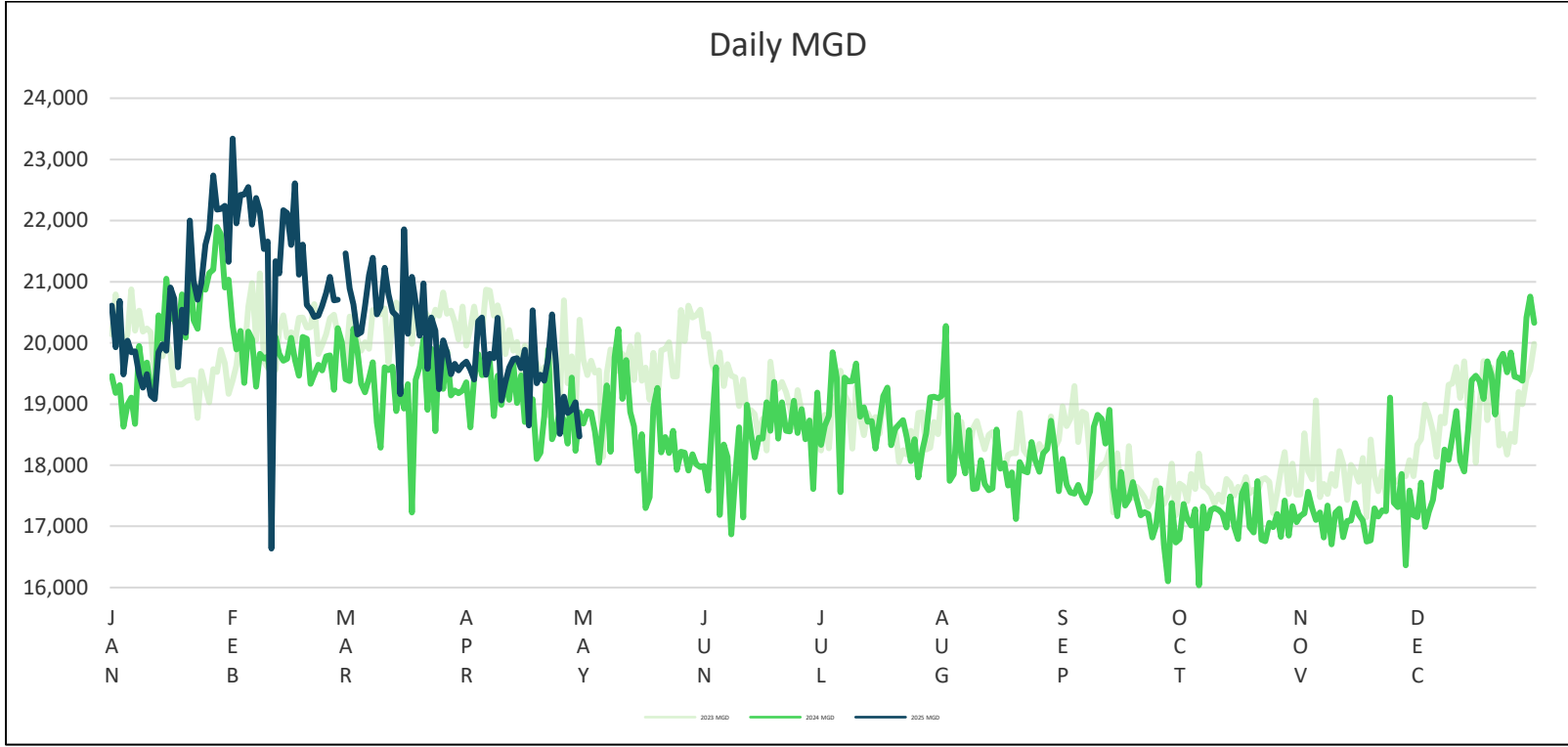
1. Water Production Data

Total water production for the month of April was 586 million gallons. The average daily water production was 19.5 million gallons. The plant data summary table is included below for your reference.

2025 TOTALS AND AVERAGES

	R/W	PRE CL2	PACL	H2SiF6	PO4	POST CL2	F/W 1000 GAL/ DAY
	PUMPAGE	LBS	LBS	LBS	LBS	LBS	
JAN	637380	7212	143650	14160	3425	3445	20561
FEB	598610	6938	132400	13653	3330	3250	21379
MAR	632106	7356	133500	14471	3376	3333	20391
APR	586001	8700	129700	13320	3079	2600	19533
MAY	0	0	0	0	0	0	0
JUN	0	0	0	0	0	0	0
JUL	0	0	0	0	0	0	0
AUG	0	0	0	0	0	0	0
SEP	0	0	0	0	0	0	0
OCT	0	0	0	0	0	0	0
NOV	0	0	0	0	0	0	0
DEC	0	0	0	0	0	0	0
TOTAL	2454097	30206	539250	55604	13210	12628	81863

Chart Comparing Daily Finished Water Flows, 2025 Versus Past Years



2025 ANALYTICAL RESULTS

	RAW		PRE	POST	EFF		
	TURB	RAW	CI2	CI2	TURB	EFF	F. RES
	NTU	pH	RES.mg/l	RES.mg/l	NTU	pH	mg/l
JAN	6.7	8.2	0.58	1.22	0.032	7.7	0.70
FEB	1.7	8.2	0.57	1.22	0.029	7.7	0.70
MAR	1.9	8.2	0.63	1.24	0.031	7.7	0.71
APR	2.1	8.2	0.73	1.26	0.030	7.6	0.72
MAY	0.0	0.0	0.00	0.00	0.000	0.0	0.00
JUN	0.0	0.0	0.00	0.00	0.000	0.0	0.00
JUL	0.0	0.0	0.00	0.00	0.000	0.0	0.00
AUG	0.0	0.0	0.00	0.00	0.000	0.0	0.00
SEP	0.0	0.0	0.00	0.00	0.000	0.0	0.00
OCT	0.0	0.0	0.00	0.00	0.000	0.0	0.00
NOV	0.0	0.0	0.00	0.00	0.000	0.0	0.00
DEC	0.0	0.0	0.00	0.00	0.000	0.0	0.00
AVG	4.2	8.2	0.58	1.22	0.031	7.7	0.70

2. Water Plant Operations and Maintenance Highlights

Preparation of our annual reports is underway, with the Withdraw Report completed, and the ADWQR submitted to local DOH for review.

Parts to repair Transfer Switch 3 to move forward with the testing of our emergency generators are scheduled to be installed May 20th.

Spring cleaning of sedimentation basins is underway, with basins #3 and #4 completed.

3. Water Plant Maintenance Planning

This list of larger projects/needs is limited to items that remain in the planning stage; when a comprehensive plan to address has been developed it will be removed.

Priority Levels: High Medium Low

a) Bulk Chemical Storage Tank Liners High

PACL liner replacement completed, and new liner for fluoride tank is in house.

Anticipated July 2025 installation.

b) Backflow Preventers High

Need to be tested and repaired/replaced yearly and as necessary.

- Danforth inspected in 2024; some backflow devices could not be tested without losing chlorine capabilities.
- Anticipated we will get support from Mollenberg Betz on this project under new In-Plant Mechanical Maintenance Contract.

c) Painting of Filter Walls: Medium

These items are large projects because of need to work in filter area; anticipated to get underway in June 2025.

d) Settling Plate and/or Filter Upgrades: Low

Would increase efficiency during higher rates of flow to allow us to better keep up with demanding winter months and large main breaks. This could reduce water used for filter washing (and therefore discharge flow to WWTP or freeze-thaw beds).

- Plastic portions of settling plates have been flaking off, and a large sheet of material detached from a plate in 8/2023.

e) Filter # 1 Broken Wash Water Trough: High

Will be repaired when Filter # 1 is drained for painting work (item C above) in June 2025.

f) Automatic Switchover Valve for Chlorine Feed System: High

This item has been replaced, and still having some issues with failure to operate as it should. Manufacturer's representative has provided troubleshooting guidance that is being followed in May 2025.

g) Low Lift #2 Check Valve Flange: Medium

Leaking. Meetings in March and April 2025 making progress toward developing a replacement plan that minimizes the plant shutdown time required.

B. Wastewater – Dennis Kirkland, updated 05-13-2025.

1. Operations Data

a) Current Year to Date

WASTEWATER TREATMENT PLANT OPERATING DATA														
2025	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)						
January	21.46	39.04	11.20	1.4	0.7	953.0	277.0	1565.0	1698.0	17660	58.5	0	303280	5.2
February	24.60	45.30	11.91	1.6	1.5	1144.0	327.0	1595.0	1473.0	18360	65.7	0	281850	19.4
March	28.14	49.11	13.14	1.7	1.6	1218.0	344.0	1355.0	1703.0	22900	61.9	0	258370	10.9
April	25.69	46.11	12.40	1.7	1.5	1479.0	378.0	1719.0	1565.0	18250	57.2	0	73035	16.9
May														
June														
July														
August														
September														
October														
November														
December														
Totals	24.97	44.89	12.16	1.6	5.3	4794.0	1326.0	6234.0	6439.0	77170	243.3	0	916535	52.4

Explanation of data abbreviations:

INF: Influent

EFF: Effluent

CBE Carbon Bed Effluent

GPS: Gorge Pump Station

MGD: Millions of Gallons per Day

PPM: Parts Per Million

BFP: Belt Filter Press

PRIM: Primary

FeCl3: Ferric Chloride

H2O2: Peroxide

NaOCl: Sodium Hypochlorite

b) Previous Year Data for Comparison Purposes

WASTEWATER TREATMENT PLANT OPERATING DATA														
2024	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)		(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	31.20	46.37	13.97	1.3	2.2	1281.0	425.0	1611.0	2389.0	20570	32.1	0	166690	32.9
February	22.09	34.88	11.47	1.2	0.3	948.0	283.0	1479.0	2096.0	15700	34.5	0	153390	27.7
March	22.60	36.95	11.16	1.3	0.6	1028.0	293.0	1372.0	1938.0	17620	28.7	0	198480	18.3
April	29.39	43.97	13.60	1.3	2.6	1008.0	313.0	1586.0	1882.0	21080	47.4	0	169600	14.4
May	20.75	34.64	11.18	1.3	1.6	949.0	245.0	1578.0	1776.0	16820	34.9	0	223120	40.8
June	24.92	39.46	12.38	1.3	4.0	900.0	276.0	1550.0	1697.0	17740	37.6	0	284640	19.2
July	23.19	36.92	12.35	1.1	3.8	1014.0	294.0	2050.0	2062.0	16920	63.3	0	393030	20.2
August	20.88	32.28	11.77	0.9	2.2	781.0	215.0	2264.0	1596.0	19160	65.3	0	399080	20.5
September	21.48	33.42	11.57	0.9	2.5	965.0	288.0	1361.0	1518.0	18420	76.6	0	348410	10.1
October	20.20	36.91	11.25	1.2	1.8	1057.0	283.0	1243.0	1615.0	18750	57.9	0	470040	2.1
November	20.31	37.07	10.85	1.5	2.5	841.0	254.0	1083.0	1614.0	18900	46.3	0	233580	7.6
December	24.02	43.62	11.78	1.3	2.3	1052.0	313.0	1346.0	1555.0	20540	76.6	0	236945	10.1
Totals	23.42	38.04	11.94	1.2	26.3	11824.0	3482.0	18523.0	21738.0	222220	601.2	0	3277005	223.9

2. Sampling Notes

There were no concerns or other items to note with respect to sampling for this reporting period.

3. Capital Projects

April 2025

Sampling Notes - NONE

Project #1 (Sedimentation Basins and Screening) Sed Basin #1 construction by HOHL is underway as of March 31st and the tentative completion date is mid-June of 2025. The construction for Sed Basin #1 is not as extensive as the other basins due to most of it being worked on prior to others. The Scum building HVAC system is fully operational in both “Summer” and “Winter” modes. The automatic portion of the Scum system itself still needs to be integrated and tested, Motion AI will be incorporating the Scum system into SCADA when the Scum well level sensor issue is investigated and repaired. There is some concrete work and walkway changes over the Flocc. sections of the basins and the old mixer locations which are now covered by plates/manholes covers, this portion of the Basin work is being engineered by JMDavidson.

Project #3 (Poly, Grit Conveyor, BFP (Belt Filter Press)) The BFP portion is moving along with Nussbaumer and Clarke. We received a 50% drawing and soon to receive the final drawings in May. NFWB personnel completed all the work that was required from in-house staff in this project. Completed the final walk through of both Polymer and Grit. We have the digital and hardcopies of O&M manuals for the Grit and Polymer portion of the Project. Nussbaumer & Clark along with Alfa Laval and Motion AI will be taking on this project within the next couple of months.

Project #5 (Electrical) Ferguson was authorized to replace transformers with two power centers, other portions of Project 5 are being re-evaluated by CPL. We already have the transformers installed and containment fixed/set up in power center #2 and other transformers outside of Maintenance is being reevaluated for installation.

Project #6 (Sodium Hypochlorite Tank Replacement) This is a new project being overseen by AECOM. We were aiming to begin this past winter but with our higher-than-normal Sodium Hypochlorite usage it wouldn't be possible to run the facility properly and in compliance with the larger of our holding tanks out of commission. This project will have to take place during our low usage points of the year, which is in the cooler months when the temperature of the water drops to 50 degrees or below.

Project #10 (Motion AI) – Overall Controls) Motion AI is working on some of the controls that will be added to the BFP and incorporating them. Capabilities will be added to the HMI (Human Machine Interfaces) screens at each of the three belt filter presses. Motion AI would be involved in the HOA switch on each Gorge Pump along with other small upgrades to the GPS and NFWB system. As previously mentioned above, Motion AI has hooked up the level sensor in the scum building for project one and to work on the incorporation it into SCADA. There are more SCADA incorporations with project one and the sed basins that will need to be done as well but with actual construction still under way some of Motion AI will have to do what they can when they can.

Update: Projects, facility and equipment upgrades are all moving along as planned. There is no Non-Compliance or sampling updates for this month.

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

Completed Projects:

1. Project #2 - Gorge Pump Station
2. Project #7 – HVAC System
3. Project #9 – Inside Piping
4. Project # 11 – Outside Piping

II. Outside Pipes & Meter Shop

A. Sewer Collection and Water Distribution – Michael Eagler Sr., updated 5/12/2025.

1. Sewer Collection System Maintenance and Repairs

Sewer Collections System										
2025	Service Calls	Flushing (Feet)	UFPO Responses	Receivers Cleaned	Bypass Pumping (Hours)	Catch Basins	Manholes	Main Repairs	Connections	Laterals
January	79	3802	351	235	0	1	2	0	0	0
February	78	5754	315	198	0.5	4	3	1	1	0
March	84	38,099	543	123	0.2	2	2	3	2	2
April	88	19806	714	143	25.8	1	4	2	1	1
May										
June										
July										
August										
September										
October										
November										
December										
Totals	329	67461	1923	1365	26.5	8	11	6	4	1

2. Water Distribution System Maintenance and Repairs and UFPO (UDig) Requests

Distribution System and UFPO															
2025	Main Break	Svc. Leaks	Curb Box Reset	Valve Repaired	Valve Replaced	Hydrant Replaced	Hydrant Repaired	Hydrant Flow	Hydrant Flush- Maint.	Hydrant Leaks	Hydrants out of Svc.	Misc. Svc. Calls	Concrete	Landscape	UFPO
January	28	5	18	1	3	2	14	6	252	0	0	79	0	0	351
February	12	4	19	2	0	2	1	0	305	0	0	78	0	0	315
March	11	8	23	0	1	5	3	17	591	0	0	84	4	0	543
April	1	3	17	1	2	4	7	32	630	0	0	88	40	0	714
May															
June															
July															
August															
September															
October															
November															
December															
Totals	52	20	77	4	6	13	25	55	1778	0	0	329	44	0	1923

B. Meter Shop – Bob Reid, updated 5/13/25

1. Monthly Totals for Meter Shop Tasks

MONTH	WORK ORDERS	STOPPED METERS	Registers Replaced	Properties Tagged	INDUSTRIAL METERS READ	RESIDENTIAL METERS READ
JANUARY	89	7	9	9	0	7177
FEBRUARY	72	0	11	11	0	5217
MARCH	82	2	7	7	548	5376
APRIL	105	0	9	9	0	7173
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
TOTAL	348	9	36	29	548	24943

In March the Meter Shop read 7173 residential meters and 29 NR meters.

2. Meters Read by District, Day, and Employee

	REID	SCHEBELL	PAUL	DERUBEIS	TOTAL
DISTRICT 2					
4/1/25	1764		1606		3370
4/2/25	1307		920		2227
4/3/25	789		787		1576
NR ACCTS	29	.			
TOTAL	3889		3313		7202

III. Analytical Services, Enforcement, & Industrial

A. Environmental Laboratory – Jordan Boyd, updated 5-5-2025.

1. NYS Water Sanitary Code Part B Monitoring/Water Analysis

Monthly collection for the Distribution System was conducted in April. 60 Samples for Free Chlorine, Turbidity, Phosphate, Fluoride, Standard Plate Count & Coliform. Those results were satisfactory and were within reporting limits. All samples were analyzed in house.

Monthly sampling for TOC, DOC & UV254 on both finished and source water were collected in April. All samples were in compliance. All samples were analyzed in house.

All in-house monitoring for process water bacteriology and chemistry was within normal limits for January. No water main breaks were sampled in April. One community complaint was sampled in April.

Annual Nitrate sample was collected in March. Results are well below maximum contaminant limits (MCL). This meets our requirements for 2025

2. DEC Monitoring/Wastewater Analysis

The Water Plant SPDES sample collected from the freeze thaw beds was within normal limits for April. Chloroform and Dichlorobromomethane also were sampled in April according to the WTP SPDES permit.

All required samples were collected for April for the Wastewater plant State Pollutant Discharge Elimination System (SPDES) report. All results were in compliance for April. Total Suspended Solids, Fecal Coliform, Enterococci, Total Phosphorous, and Total Organic Carbon are analyzed in house.

Industrial billing samples were analyzed in house for Total Organic Carbon and Total Suspended Solids.

Weekly samples were collected and sent out to University at Buffalo for New York State analysis of Covid-19 in the wastewater.

3. Other Laboratory Information and Updates

The Chemistry Laboratory analyzed 4 samples for Total Organic Carbon, 5 Wet Chemistry Samples, 4 Trihalomethanes, and 4 Haloacetic Acids for Town of Tonawanda and 3 Wet Chemistry samples from the Village of Lewiston.

The Microbiology lab analyzed 3 samples from the Village of Lewiston. All results were reported to the representative contacts.

Revenue created for 2025 was \$2,890.00.

Samples analysis performed for 2025: 4,412.

B. Industrial Pretreatment/Enforcement – Matthew LaGamba, updated 05-13-2025

1) Investigations/Enforcement Actions

Greenpac received their first HCB violation and second DDT violation. Starting preparations to issue Show Cause order to Greenpac, which will conclude the open violation window for TSS/SOC since 2020 and a fine for that window will be finalized. Additional violations after the date on show cause order will be a case by case basis unless an Order on Consent is issued.

Niacet is testing 5 samples per quarter as part of an order by the NFWB. Industrial pretreatment is collecting an additional 5 samples. Decision on Administrative order after Q2.

Durez permit violation for total phenol from verification sampling on 2/25-26/25. This is the second violation this year. An informal meeting was conducted. A phenol pump leak was determined to be the cause and should no longer be an issue moving forward.

Reworld Niagara I, LLC had a violation of the local limit for Dichlorobromomethane and Dibromochloromethane from the annual verification sampling performed on 4/14-15/25.

An additional fee has been added to the local and permit limit violations to recover sampling expenses. TSS and SOC violations will now be charged an additional exceedance fee.

An additional fee for violations from verification samples has been added that covers recollection costs including man hours, transportation, and testing.

2) SIU Updates

Permit modifications – Greenpac Mill #80 for addition of a Nickel discharge limit. Water Treatment Plant #81 added TSS, SOC, and Flow permit limits.

Occidental Corporation #22 will be receiving an interim limit significantly lower than their permit limit of 1.0 lbs./day.

The enforcement department continues to receive weekly TSS/SOC updates from Greenpac/Cascades. Greenpac had a process upset due to belt filter press not running consistently from 5/3-5/6 that caused significant issues at the WWTP.

Niacet has installed a new buffer tank. This will hopefully resolve the continued TSS and SOC issues.

James Cavotta has reached out on behalf of Goodyear- Forest Glen to inquire about discharging “investigative wastewater” through (6) new wells. This project has not received any permissions/approvals from the EPA and is not expected to commence until the summer of 2025.

3) Cross-Connections

The Cross Connection Inspector’s work of conducting his inspections as a function of building sales, monitoring the annual tests results of all back flow prevention devices, along with updating our database and filing/archiving the hard copies has been progressing on schedule. Cross Connections personnel have been involved in helping address private-property issues identified in connection with LaSalle Consent Order Sanitary Sewer Evaluation Survey work.

4) Other Information and Updates

AECOM’s work on the local limits re-evaluation has commenced, but this project is being re- evaluated by management in light of the 2024 WWTP Order on Consent and the (pending) new SPDES permit. AECOM has been requested to continue assisting Industrial Monitoring department on BHC issues and permit limits.

The hauled waste moratorium imposed on August 16, 2017, remains in effect. No landfill leachate or other hauled waste is accepted for treatment at the WWTP.

IV. Engineering

A. Technical & Regulatory Services – Doug Williamson, updated 5-13-2025

1. LaSalle SSO Abatement Program & Order on Consent R9-20080528-32

NFWB crews completed the Phase 1 work recommended by the engineering report in-house. Costs are being tracked under a Technical Force Account (TFA) for ultimate reimbursement under our \$800,000 NYSDEC WQIP grant.

Correspondence continued with Arcadis and JMD regarding the Phase 2 and 3 SSES work. NFWB crews are completing the manhole inspection and CCTV work in the Spring of 2025. We are looking into a NYSDEC Engineering Planning grant for the Phase 2 and 3 Sanitary Sewer Evaluation Surveys in LaSalle.

It is anticipated that the Consent Order will be amended to incorporate the SSES work and to eliminate the remaining work items within the schedule that have a negligible impact on I & I.

2. WWTP Phase I and II Projects & Order on Consent R9-20170906-129

In April, we continued to work with CPL as the NFWB's project manager and the design consultants on the WWTP Phase I and II projects. We continually work on the grant reimbursements and project close-outs for construction work completed.

Project 1 Sedimentation Basins and Scum Collection System Modification: Construction at sedimentation basin no. 1 began in early April. A 90% review meeting was held with JM Davidson Engineering for the WWTP Flocculation Tank Walkways project on March 6th.

Project 3 Belt Filter Press Improvements: Investigation into BFP repairs continued in March with the manufacturer's representative from Alpha Laval and engineering consultants.

Project 5 Electrical System Improvements: Power center 5 transformer work and the 115 KV tie switch repair in the WWTP switchyard began in April with Ferguson Electric.

Project 10 SCADA Improvements: Work continued as necessary.

Project 12 WWTP Intermediate Pumps: The rehabilitation work on pump no.2 was complete in April.

3. WWTP SPDES Permit NY0026336

NYSDEC WWTP SPDES permit Notice of Intent to Renew and Modify Permit legal ad was published in the Gazette on December 27th. The proof of publication was provided to the NYSDEC on January 14th.

The WWTP NetDMR was approved on April 15th for March 2025 with no violations.

NFWB Data Submittal Request for Order on Consent (R9-20230411-13), Schedule B parameters for March 2025 was provided to the NYSDEC on April 15th.

2024 BHCMP annual report was submitted to the NYSDEC on May 1st.

4. Town of Niagara Sewer Flow Monitoring

We had a meeting with the Town of Niagara on April 19th to discuss their 2024 billing, flow monitoring, and renegotiating of the Agreement which expires on December 31, 2024. We await the Town's response to several information requests sent in April.

The Spring Town of Niagara flow monitoring was completed for the period on March 10th (flow meter installs) to April 7th (flow meter removals). Flow meter at location C2 was

left in place until April 21st due to zero flow reading error. 2025 Spring average flow calculations were completed on April 24th and provided to the Town of Niagara.

5. Stormwater Management (MS4)

Sanitary Engineer M. Bilquin has been tasked with leading the NFWB effort to comply with the new statewide MS4 permit requirements. The NFWB continues to attend monthly WNY Stormwater Coalition meetings. The Stormwater Annual report was submitted by April 1st.

6. Engineering Support

In April, the engineering department continued to provide engineering and GIS support to NFWB departments, engineering consultants and developers as needed. Attended monthly WWTP meetings as needed regarding ongoing and planned projects.

Meeting held at Gorge Pump Station on April 2nd regarding overflow measurements.

A direct relation between the Town on Niagara flows to the GPS and overflows was investigated on April 10th.

The WWTP certificate for CBS no. 9-000155 was received on April 16th.

7. Capital Improvement Project Planning & Grants

In April, the 5 Year Capital Improvement Plan project progressed, related grants and CPOs written continued to be monitored and tracked. We met with EFC on April 15th and plan to meet monthly with EFC and CPL regarding the CWSRF projects, if necessary. We are continuously developing a plan of attack on all the grant funded CIP projects and providing project status updates as needed.

We are waiting for award announcements for the 2024 WIIA watermain replacement and sewer plant biological conversion grant applications that were submitted on June 14th.

We received a one-year extension for WWTP Phase 1 SAM Grant Project ID 15688 from DASNY on December 16th.

a) Water Projects

Watermain design work continued to progress in April with LaBella Associates. We met with LaBella on February 11th to review water replacement bid drawings. DWSRF 19056 NFWB submission for approval of plans and specifications for Laughlin Drive, Witkop Ave, and 85th Street Water Main Replacement Project to the NYSDOH occurred on November 21st.

The revised engineering report for the Beech Avenue elevated water storage tank was completed with CPL on April 15th.

Lead Service Line Inventory continued with Hazen and Sawyer in March. Costs are being tracked under a Technical Force Account (TFA) for ultimate reimbursement under a future water grant. Coordination meeting was held on April 23rd.

b) Sewer Projects

The LaSalle Phase 2 and 3 SSES work began in April with NFWB crews.

AECOM was awarded an engineering services agreement in March for the design work for the Calumet Avenue 48-inch brick sewer rehabilitation. We provided and updated budget and documents to EFC on March 17th.

c) WTP Projects

In April, we continued to address WTP projects.

d) WWTP Projects (additional)

Tank 216 and backwash hypo pump replacement 50% bid drawings were received from AECOM on August 29th.

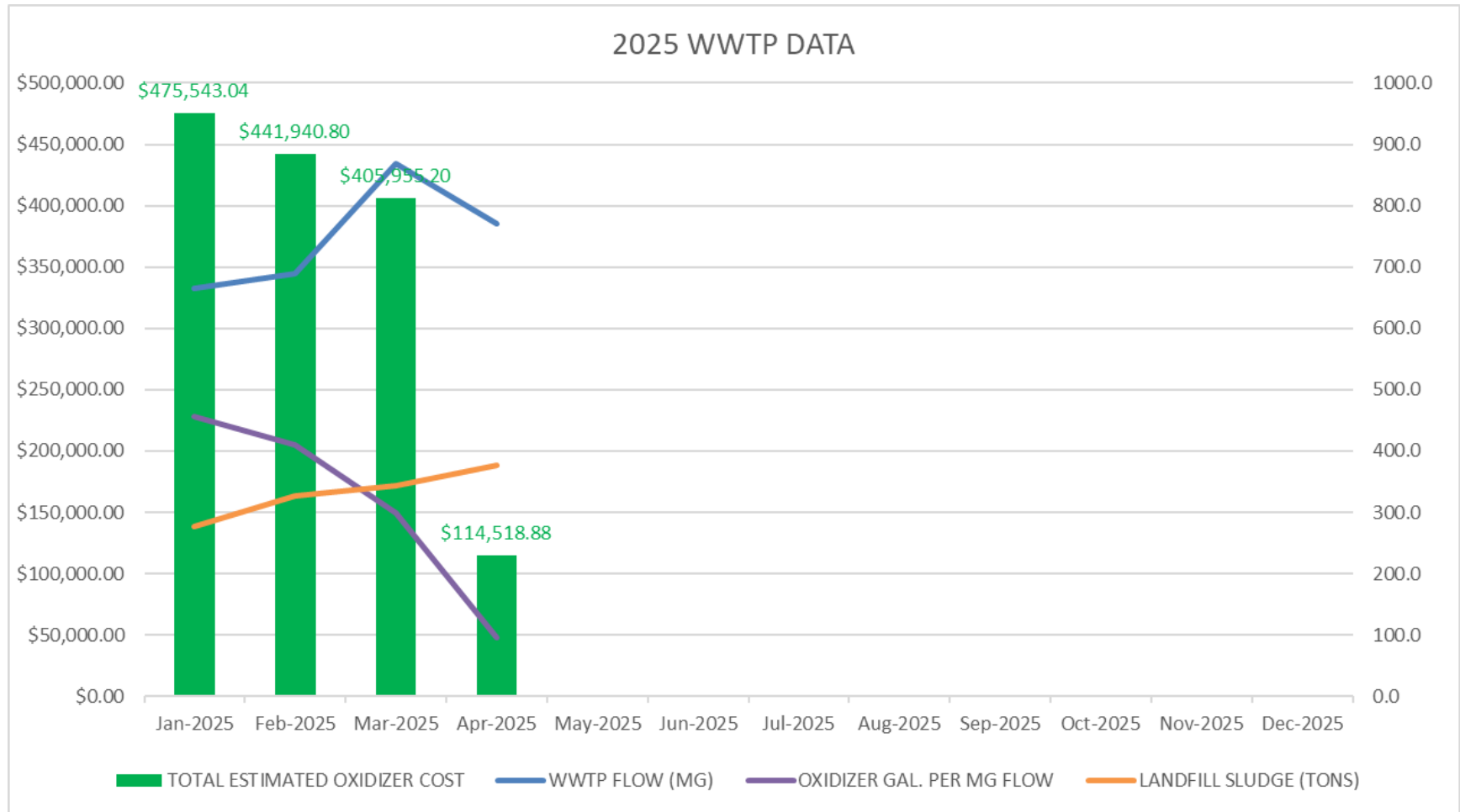
We met with AECOM on November 6th and continue to investigate potential WWTP projects due to the Order on Consent (R9-20230411-13).

WWTP locker room and bathroom renovations were completed in April.

Capital Improvement Plan Summary (2025-29):			Ongoing Projects and Budgets			2025	4/1/2025		Responsibility			
CIP NO.	Description	Total Budget	Rating	Phase	% Done	Grant	Project No.	Engineer	Project Manager	Supplier	Contractor	
C	COMBINED PROJECTS	\$1,425,000	TOTALS									
1	IT Plan Implementation	\$150,000	Medium	NFWB	25%	None	None	NFWB	NFWB	As Needed	As Needed	
2	Meter Replacement & Upgrades	\$350,000	Medium	NFWB	25%	None	None	NFWB	NFWB	Nep tune	As Needed	
3	Fleet Replacement	\$400,000	Medium	NFWB	25%	None	None	NFWB	NFWB	As Needed	As Needed	
4	Water/sewer GIS/GPS Mapping	\$25,000	Medium	NFWB	25%	None	None	NFWB	NFWB	As Needed	As Needed	
5	Combined Projects - Miscellaneous	\$500,000	High	NFWB	25%	None	None	As Needed	As Needed	As Needed	As Needed	
WWTP	WWTP INFRASTRUCTURE PROJECTS	\$11,410,000	TOTALS									
1	WWTP Project No.1 - Sedimentation Basins	\$1,000,000	High	Construction	95%	SAM Grant #15688 WWTP Phase I	C9-6603-12-00	AECOM	CPL	Brentwood	Hohl Industrial	
3	WWTP Project No.3 - BFP Improvements	\$1,000,000	High	Design	25%	SAM Grant #15689 WWTP Phase II	C9-6603-12-00	Nussbaumer	NFWB	Alpha Laval	TBD	
5	WWTP Project No.5 Electrical Improvements	\$375,000	High	Construction	60%	SAM Grant #15688 WWTP Phase I	C9-6603-12-00	EI Team	CPL	Zang Agency	Ferguson	
10	WWTP SCADA Improvements	\$100,000	High	Construction	20%	SAM Grant #15688 WWTP Phase I	C9-6603-12-00	Motion AI	Motion AI	As Needed	Motion AI	
11.5	WWTP Intermediate Pump Upgrades	\$2,460,000	High	Construction	50%	SAM Grant #15689 WWTP Phase II	C9-6603-12-00	As Needed	As Needed	As Needed	As Needed	
12	WWTP Roof Repairs	\$500,000	On Hold	On Hold	0%	2021 WIIA Sewer Grant	C9-6603-14-00	TBD	TBD	TBD	TBD	
13	WWTP Chemical Bulk Storage	\$375,000	High	Design	50%	SAM Grant #15689 Phase II & 2021 WIIA Sewer Grant	C9-6603-12-00 & C9-6603-14-00	AECOM	TBD	TBD	TBD	
14	WWTP Structural / Masonry Repairs	\$850,000	Medium	NFWB	25%	2021 WIIA Sewer Grant	C9-6603-14-00	As Needed	As Needed	As Needed	As Needed	
16	WWTP Upgrades - Building and Site Projects	\$3,750,000	On Hold	On Hold	0%	2021 & 2022 WIIA Sewer Grant	C9-6603-14-00 & 16-00	As Needed	As Needed	As Needed	As Needed	
17	WWTP Infrastructure Projects - Miscellaneous	\$1,000,000	High	As Needed	25%	Potentially in grants above	As Applicable	As Needed	As Needed	As Needed	As Needed	
S	SEWER INFRASTRUCTURE PROJECTS	\$2,200,000	TOTALS									
2.1	Sanitary Lift Station Upgrades	\$200,000	High	NFWB	25%	None	None	NFWB	NFB	As Needed	NFWB	
3	Lasalle Area Sewer Improvements (SSO)	\$850,000	High	Evaluation	20%	EPG Grant & WQIP Grant	C9-6603-13-00	Arcadis	Arcadis	TBD	TBD	
7.1	Calumet Avenue Sewer Main	\$650,000	High	Design	5%	2023 WIIA Sewer Grant	C9-6603-17-00	AECOM	TBD	TBD	TBD	
17	Sewer /GPA Infrastructure Projects - Miscellaneous	\$500,000	High	As Needed	25%	Potentially in grants above	As Applicable	As Needed	As Needed	As Needed	As Needed	
WTP	WTP INFRASTRUCTURE PROJECTS	\$2,375,000	TOTALS									
1	WTP Pump and Piping Replacements	\$150,000	High	NFWB	25%	None	None	As Needed	As Needed	Fluid Kinetics	Moley Indust.	
2.1	WTP SCADA Control System Upgrades	\$500,000	High	Evaluation	15%	2021 WIIA Water Grant	DWSRF 19056	Nussbaumer	TBD	TBD	TBD	
2.2	WTP Security Upgrades	\$25,000	High	NFWB	25%	2021 WIIA Water Grant	DWSRF 19056	As Needed	As Needed	As Needed	As Needed	
6	WTP Building Improvements and Caulking	\$250,000	Medium	NFWB	25%	None	None	NFWB	NFWB	As Needed	NFWB	
6.4	WTP Fluoride System Upgrades	\$450,000	On Hold	On Hold	0%	2021 WIIA Water Grant	DWSRF 19056	TBD	TBD	TBD	TBD	
7	WTP Infrastructure Projects - Miscellaneous	\$1,000,000	High	As Needed	25%	Potentially in grants above	As Applicable	As Needed	As Needed	As Needed	As Needed	
W	WATER INFRASTRUCTURE PROJECTS	\$11,008,000	TOTALS									
1	Hydrant Replacement	\$340,000	High	NFWB	25%	2021 WIIA Water Grant	DWSRF 19056	NFWB	NFWB	K & S	NFWB	
2 & 2.1	Beach Ave. Tank to Ontario St. & Tank Replacement	\$2,000,000	On Hold	Design	25%	2021 WIIA Water Grant	DWSRF 19056	CPL	TBD	TBD	TBD	
3	Large Valve Replacement	\$400,000	High	NFWB	25%	2021 WIIA Water Grant	DWSRF 19056	NFWB	NFWB	Core & Main	NFWB	
5	Lead Service Lateral Inventory (LSLI)	\$500,000	High	Evaluation	10%	2022 Bipartisan Infrastructure Law	DWSRF 19405	Hazen & Sawyer	Hazen & Sawyer	TBD	TBD	
9	10th Street and Michigan Avenue Mains	\$850,000	High	Design	15%	2018 WIIA Water Grant	DWSRF 18588	LaBella	TBD	TBD	TBD	
13	81st Street	\$2,080,000	High	Design	15%	2022 WIIA Water Grant	DWSRF 18587	LaBella	TBD	TBD	TBD	
15	College Terrace	\$500,000	High	Design	80%	2022 WIIA Water Grant	DWSRF 18587	LaBella	TBD	TBD	TBD	
17	Laughlin Drive Main - 82nd Street to Bollier Ave.	\$950,000	High	Design	90%	2021 WIIA Water Grant	DWSRF 19056	LaBella	TBD	TBD	TBD	
21	Ontario Avenue Main - 13th Street to Main Street	\$840,000	High	Design	15%	2021 WIIA Water Grant	DWSRF 19056	LaBella	TBD	TBD	TBD	
24 & 24.1	Rivershore Drive & West Rivershore	\$1,000,000	High	Design	60%	2022 WIIA Water Grant	DWSRF 18587	LaBella	TBD	TBD	TBD	
25	Van Rensselaer Ave - 900 Block	\$148,000	High	Design	80%	2021 WIIA Water Grant	DWSRF 19056	LaBella	TBD	TBD	TBD	
29	Witkop Avenue and 85th Street Loop (all 8")	\$800,000	High	Design	90%	2021 WIIA Water Grant	DWSRF 19056	LaBella	TBD	TBD	TBD	
30	Water Infrastructure Projects - Miscellaneous	\$600,000	High	As Needed	25%	Potentially in grants above	As Applicable	As Needed	As Needed	As Needed	As Needed	
Totals		\$28,418,000	* - Yearly budgets are currently estimated									

* - Yearly budgets are currently estimated

8. WWTP Flow, Oxidizer, and Sludge Data Summary



9. WWTP Oxidizer Data

a) Current Year Data

2025 OXIDIZER BUDGET

BUDGET = \$6,500,000.00 for year

COST = \$1,437,957.92 to date

% USED = 22.12% to date

BUDGET = \$17,808.22 per day avg.

\$541,666.67 per month avg.

COST = \$11,982.98 per day avg.

\$359,489.48 per month avg.

24.9

Flow (MGD)

120

total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS TONS PER MG	FERRIC CHLORIDE (GAL)	LIME (TONS)
Jan-2025	665.1	0	303,280	456	\$475,543.04	276.6	0.42	17,660.0	58.5
Feb-2025	688.7	0	281,850	409	\$441,940.80	326.5	0.47	18,360.0	65.7
Mar-2025	868.2	0	258,900	298	\$405,955.20	344.1	0.40	22,740.0	64.2
Apr-2025	770.6	0	73,035	95	\$114,518.88	377.6	0.49	18,250.0	57.2
May-2025									
Jun-2025									
Jul-2025									
Aug-2025									
Sep-2025									
Oct-2025									
Nov-2025									
Dec-2025									
TOTALS	2,992.7	0	917,065	315	\$1,437,957.92	1,324.8	0.44	77,010.0	245.6

Low value for year

High value for year

b) Prior-Year Oxidizer Data for Comparison

2024 OXIDIZER BUDGET

BUDGET = \$6,500,000.00 for year

COST = \$4,369,412.81 to date

% USED = 67.22% to date

BUDGET = \$17,808.22 per day avg. **\$541,666.67** per month avg.

COST = \$11,970.99 per day avg. **\$364,117.73** per month avg.

24.3

Flow (MGD)

365

total days



WWTP DATA		OXIDIZER USAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS TONS PER MG	FERRIC CHLORIDE (GAL)	LIME (TONS)
Jan-2024	924.9	0	163,680	177	\$258,941.76	360.0	0.39	19,860.0	40.7
Feb-2024	644.8	0	149,340	232	\$236,255.88	275.0	0.43	15,880.0	34.1
Mar-2024	1,024.5	0	242,440	237	\$383,540.08	401.0	0.39	22,820.0	46.5
Apr-2024	850.2	0	139,155	164	\$220,143.21	385.6	0.45	21,090.0	51.3
May-2024	641.1	0	224,870	351	\$355,744.34	256.6	0.40	16,720.0	29.4
Jun-2024	776.6	0	290,120	374	\$458,969.84	292.0	0.38	18,440.0	40.5
Jul-2024	716.9	0	398,810	556	\$630,917.42	294.2	0.41	17,100.0	69.3
Aug-2024	649.7	0	390,530	601	\$617,818.46	205.0	0.32	19,200.0	57.6
Sep-2024	582.8	0	250,120	429	\$395,689.84	203.2	0.35	14,460.0	37.2
Oct-2024	626.2	0	188,250	301	\$297,811.50	226.2	0.36	15,850.0	37.4
Nov-2024	599.5	0	172,040	287	\$272,167.28	292.0	0.49	15,640.0	38.1
Dec-2024	838.5	0	152,600	182	\$241,413.20	248.1	0.30	18,470.0	39.8
TOTALS	8,875.7	0	2,761,955	324	\$4,369,412.81	3,438.9	0.39	215,530.0	521.9

Low value for year

High value for year

V. Information Systems & Technology

Information Technology (IT) – Jonathan Joyce, updated

5-09-2025

Primary System Statuses

- VMware Environment – No issues to report.
- New World Cloud – No issues to report.
- Exchange Office 365 – No issues to report.
- Network WTP/WWTP/Gorge – No issues to report.
- Network Security – No incidents to report.

Updates & Projects

Darktrace & CISA scans found no high-level security vulnerability. That was corrected

- Spectrum Enterprise contract waiting for installation date
- Scale computing equipment onsite. Install after I complete class
- Mobile Device Management software completely deployed
- Continue to cloning new computers to windows 11. On target to have all computers update before end of support of window 10.
- Deployed new cloud backup strategy for on Prem servers, looking for solution for cloud data



Water You Can Trust.

WWTP SEDIMENTATION BASIN CHAIN AND FLIGHT SPARE PARTS

WHEREAS, the Niagara Falls Water Board (“Water Board”) under a multi-year capital project known as WWTP Project 1 has replaced the unreliable and failure-prone sludge collectors in the WWTP sedimentation basins with chain and flight equipment manufactured by Brentwood Industries; and

WHEREAS, the new chain and flight equipment has proven effective and generally reliable, but certain failures must be anticipated as a result of wear and tear or mechanical issues; and

WHEREAS, a sedimentation basin with damaged chain and flight equipment must be taken out of service, and the ability to make repairs quickly and to return the basin to service is important to efficient and effective operation of the WWTP; and

WHEREAS, in order to effect repairs without the lead time associated with ordering repair parts, it is reasonable and prudent to maintain an adequate stock of repair or replacement parts on hand at the WWTP; and

WHEREAS, WWTP personnel have obtained an April 25, 2025 quotation from Siewert Equipment, the sole local manufacturer’s representative for Brentwood Industries, to supply an inventory of the original equipment manufacturer spare parts deemed necessary to be prepared for reasonably foreseeable failures for \$74,031.93;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that that on behalf of the Niagara Falls Water Board, its Executive Director be and hereby is authorized to procure Brentwood Industries sedimentation basin chain and flight spare parts from Siewert Equipment, pursuant to that firm's quotation dated April 25, 2025 and for a total cost not to exceed \$74,031.93.

On May 19, 2025, 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 Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

**QUOTATION**

Quote No.	QTRoch09770
Attention:	Eric Smith
Order Date	04/25/2025
Rev. No.	0

Siewert Equipment
175 Akron Street
Rochester NY 14609
United States

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

Ship To:
NIAGARA FALLS WATER BOARD
WWTP
1200 BUFFALO AVE
Niagara Falls NY 14303
United States

Bill To:
NIAGARA FALLS WATER BOARD
5815 Buffalo Ave
Niagara Falls NY 14304-3832
United States

Customer	Quoted By	Sales Rep
214061 NIAGARA FALLS WATER BOARD	Cheryl Derr	Craig Moore
Payment Terms	Instructions	VIA
Net 30		

The quoted price has been based on the most current cost of materials and components from the equipment manufacturer that we are quoting. If tariffs or government imposed fees are added to any of these products by the manufacturer, we reserve the right to pass-through the increase.

LN	Item	Description	Quantity	Unit Price	Ext. Price
		BRENTWOOD 10000275-058 NCS-720S CHAIN STRAND, 9.5 FEET (Price is discounted for qty over 56 pc)	98	200.93	19,691.14
		BRENTWOOD 10000274-001 NCS-720S CHAIN ATTACHMENT KIT, F22-8, NM	98	31.78	3,114.44
		BRENTWOOD 10001261-011 3.5x8 ULTRA PLUS FLIGHT, 12 HOLES, 337.00", FRP	47	896.83	42,151.01
		BRENTWOOD 10001206-004 3.5x8 ULTRA PLUS SQUEEGEE FLIGHT, 40 HOLES, 337.00", FRP	2	985.02	1,970.04
		BRENTWOOD 10001182-036 SQUEEGEE, 0.19" x 4.00" x 18.38", 2 SLOTS, NEOPRENE	4	81.64	326.56
		BRENTWOOD 10001182-050 SQUEEGEE, 0.19" x 4.00" x 140.75", 12 SLOTS, NEOPRENE	4	625.25	2,501.00
		BRENTWOOD 10000370-003 FILLER BLOCK, 3.5X8 ULTRA PLUS FLIGHT, PP-BLACK	98	12.23	1,198.54
		BRENTWOOD 10000406-001 FIELD REPLACEMENT, IDLER BEARING KIT, SLIP FIT, 5.38", UHMW-PE	12	256.60	3,079.20

LN	Item	Description	Quantity	Unit Price	Ext. Price
		Estimated 4 week lead time for both flights, all other items available in 1-2 weeks.			
		THIS IS NOT AN INVOICE ADDITIONAL CHARGES MAY APPLY			
SUBTOTAL					74,031.93
TAX					0.00
SHIPPING					0.00
ORDER TOTAL					\$ 74,031.93

FREIGHT TERMS: FOB FACTORY, PREPAY & ADD. The prices are firm for 30 days from the date of this quotation. Does not include any taxes. **NOTE:** Our minimum order policy is \$25.00. Items quoted are based on data provided. Our vendors are no longer accepting returns due to customer error or convenience. If any return is approved, restocking charges will apply. To insure proper items are supplied, Please verify all data before ordering. *****PRICE QUOTED DOES NOT APPLY TO CREDIT CARD PAYMENTS, PLEASE REQUEST A REVISED QUOTE IF USING A CREDIT CARD. A 3% processing fee will be added*****

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



“A 100% Employee Owned Company”

Terms and Conditions

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

PROCUREMENT OF MAIN PUMP VARIABLE FREQUENCY DRIVES

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

WHEREAS, in May 2025 a WWTP main pump Allen-Bradley VFD failed, and immediate replacement is required in order to maintain availability of all main pumps; and

WHEREAS, Rexel, the sole source for Allen-Bradley VFDs in the territory where the WWTP is located, has provided a quotation dated May 16, 2025 to exchange the damaged VFD for a rebuilt unit and to repair or remanufacture the current VFD to serve as an on-site spare for a total cost of \$44,700.50;

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, the Executive Director is hereby authorized to procure from Rexel an exchange WWTP main pump variable frequency drive and to have an existing main pump variable frequency drive rebuilt for a price not to exceed that firm’s May 16, 2025 quotation in the amount of \$44,700.50.

On May 19, 2025, 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 Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board



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

Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
05/16/2025	S142479414	1 of 1
CUST PO#:	Repair/exchange	
JOB/REL#:		

QUOTE 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 14304-3832

CUSTOMER NUMBER	CUSTOMER PHONE#		ORDERED BY		OUTSIDE SALESPERSON		
15056					Jeffery Glenn		
WRITER		WRITER PHONE#		WRITER EMAIL			
Earl Blackmon				earl.blackmon@rexelusa.com			
INSIDE SALESPERSON		SHIP VIA		TERMS		SHIP DATE	FREIGHT ALLOWED
Michael Canaday		DIRECT		PROX 25th		05/16/2025	No
ORDER QTY	DESCRIPTION				UNIT PRICE		EXT PRICE
1EA	AB R20F1AND361AN0NNNNN/A POWERFLEX AIR COOLED 753 AC DRIVE ECONOMY REPAIR/REMANUFACTURE 12 MONTH WARRANTY APPROX 4-5 WEEKS DELIVERY *SUBJECT TO CHANGE BASED ON AVAILABILITY OF COMPONENTS REQUIRED FOR REPAIR Our Pn: 687797 UPC: 88673985538				19435.000/EA		19435.00
1EA	AB E20F1AND361AN0NNNNN/A POWERFLEX AIR COOLED 753 AC DRIVE EXCHANGE - 1-2 DAY OVERNIGHT DELIVERY 24 MONTH WARRANTY STARTS ON SHIP DATE DEFECTIVE PART NEEDS TO BE RETURNED BY DAY 30 IN A REPAIRABLE STATE, ELSE AN INVOICE WILL GENERATE FOR A NON-RETURN CORE FEE. THE NON-RETURN CORE FEE IS:\$15,159.33 Our Pn: 803059 UPC: 88673980580				25265.500/EA		25265.50

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusa.com/terms/terms.html>
Full phone support at (888) 739-3577

Subtotal	44700.50
S&H Charges	0.00
Sales Tax	0.00
Total	44700.50

**AUTHORIZING ADDITIONAL \$2,800 FOR PROCUREMENT
OF REPLACEMENT WWTP CARBON FILTER BED TROUGHS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) Wastewater Treatment Plant (“WWTP”) uses granular activated carbon filtration as its secondary treatment process for wastewater; and

WHEREAS, each of the 28 carbon filter beds has five fiber reinforced polymer (“FRP”) troughs into which water and debris flow when the carbon filters are being cleaned through backwashing; and

WHEREAS, the FRP troughs sustain damage through age and wear-and-tear, with minor holes patched by WWTP maintenance, but two or more of these troughs now are in a state of failure and beyond repair; and

WHEREAS, the WWTP SPDES Permit requires that 22 of 28 carbon filters be available at all times for treatment purposes; and

WHEREAS, by way of Resolution 2025-04-003, the Water Board authorized procurement from Warminster Fiberglass, the original equipment manufacturer of the FRP troughs, of six replacement fiberglass troughs for a total sum not to exceed \$41,075; and

WHEREAS, upon review of the submittals for the replacement troughs from Warminster Fiberglass, changes to that firm’s manufacturing specifications for the troughs from the original installation were noted and it was further noted that the troughs as specified had features for new installations not compatible with using them as replacements for existing troughs; and

WHEREAS, given the unique nature of the WWTP carbon filter beds, several modifications from Warminster’s now standard specifications were requested, specifically, increasing the now standard 1/8” angle iron used to match the 1/4” thickness of the original troughs for added strength and durability, extending the trough length by three inches to eliminate the need for thickened edges that would have made installation challenging, and removing a rib and hole at the trough ends which are features for new installation but not compatible with the replacement plan contemplated at the WWTP; and

WHEREAS, these modifications have added a total of \$2,800 to the price for the fiberglass troughs;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that on behalf of the Niagara Falls Water Board, its Executive Director hereby is authorized to procure six replacement FRP troughs for the WWTP carbon filter beds from Warminster Fiberglass for a total cost of \$43,875, pursuant to that firm's quotation dated May 14, 2025; and

IT IS FURTHER RESOLVED, that Resolution 2025-04-003 hereby is rescinded.

On May 19, 2025, 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 Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

Name: Eric Smith
Date: 5/14/2025
Project: Niagara Falls, NY

Company: Niagara Falls Water Board
Reference: WF Drawing 10469-1 Our
File #: 2474 REV_1

6 - FRP Round Bottom Troughs for Carbon Filter Beds

(1/4" Thk x 24" W x 26" +/- H x 18' 8" +/- L)

- FRP V-Notch Weirs (1/4 Thk x 6" H)
- 1/4 " x 1-1/2" x 1-1/2" S.S. Embedded Stiffener Angle
- S.S. End Bars for Mounting on Blind end
- PVC Spacer Rods
- S.S. 3/8" hardware and S.S. 1/2" Adhesive Anchors

Price \$ 39,795.00

Shipping \$ 4,080.00 (This is an estimate, price subject to change)

All of the Above for \$ 43,875.00 (Excluding Taxes)

SUBMITTALS: 3-4 Weeks after receipt of purchase order.

SHIPMENT: 8 - 10 Weeks after approval and your release to fabricate.

FREIGHT: 1 Shipments for above. Additional shipments billed separately for partials or split shipments.

PAYMENT: See attached terms and payment conditions

PRICING: Valid for 45 days

TERMS: See following sheet

Terms & Conditions

1. GENERAL.

WFGCO will sell only the goods, services, equipment, or materials specifically set forth in the attached proposal. Any modifications, changes or revisions must be agreed to by WFGCO and Buyer, prior to acceptance of the purchase order. Purchased products and materials will not begin manufacturing without written approval of contractor, along with approval of shop drawings.

2. PRICE AND TERMS OF PAYMENT.

WFGCO will revert to our standard terms (below) if no payment terms are chosen or provided. WFGCO will not accept any retain age. All payments need to be made via either check through UPS or FedEx, or need to be made ACH.

Initial Deposit of 50% of Total Project Cost – DUE 7 DAYS AFTER EXECUTION OF PURCHASE ORDER

Remaining 50% of Total Project Cost – DUE 30 DAYS AFTER DELIVERY TO BUYER.

B. Accounts past due shall incur interest at the rate of one and one-half percent (3%) per month, until full payment is made.

C. Open Credit Account: WFGCO reserves the right to approve or disapprove any request for credit at its sole discretion, along with terms of credit account between Buyer and WFGCO.

D. If Buyer requests that WFGCO hold shipment, Buyer will pay the total purchase price within thirty (30) days from the date the Buyer is notified by invoice that goods are ready for shipment, along with any potential storage fees included.

E. The quoted price is subject to escalation if the shipment date exceeds (120) days (4 months) from the Purchase Order Date.

F. Taxes are not included in this quote. Upon receipt of Purchase Order, please forward either your Tax Resale No. or Exemption Certificate. Taxes are the responsibility of the BUYER. NOTE: WFGCO is authorized to collect sales tax for the following states. PA, NJ, CA, TX, VA.

G. Payment Methods: WFGCO has 3 acceptable payment methods: ACH payment, Certified Check, and Credit Card. All Credit Card payments are subject to a 4% processing fee. All checks mailed must be sent with UPS or FedEx.

3. FORCE MAJEURE AND LIMITATION OF DAMAGES.

WFGCO is not liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control.

4. CANCELLATION OF AGREEMENT.

Buyer may not cancel Agreement except with the written consent of WFGCO. If Buyer cancels agreement with WFGCO, a cancellation fee of 15% of the contract along with reimbursement for materials of the job is required. Payment of such shall be due 30 days from date of cancellation.

6. OWNERSHIP AND USE OF DRAWINGS & SPECIFICATIONS.

Drawings and specifications developed by WFGCO, or its affiliates, shall remain the property of WFGCO. Buyer may retain copies of drawings and specifications for use in connection with goods purchased under this Agreement. Buyer shall not use the drawings and specifications for any other use including duplication of goods and shall not disclose the drawings or specifications to any third party not directly involved with the approval process without the written permission of WFGCO.

8. BACK CHARGES

No claim or back charges will be honored by WFGCO for any reason if WFGCO was not given the opportunity to remedy the issue or make the repair. If the Buyer proceeds with repairs without first consulting WFGCO, WFGCO have the right to refuse reimbursement.

9. RETAINAGE AND LIQUIDATED DAMAGES

WFGCO does not accept Retainage or Liquidated Damages on any project.

10. ISSUANCE OF PURCHASE ORDER.

ISSUANCE OF PURCHASE ORDER BY Buyer shall be deemed an acceptance of WFGCO's Terms and Conditions stated herein and supersedes any prior oral or written statement or agreements. If modification should become necessary, they must be made in writing and agreed to by both parties.

10. BONDS: If the job is bonded, buyer must furnish copy of bond to WFGCO as security for payment.

WARRANTY

- A. When installed and operated correctly, WFGCO warrants the merchandise for 12 months (1 year) against functional failure due to corrosion of composite materials, and 12 months (1 year) against failure due to any defects in material and workmanship. WFGCO's warranty does not cover normal maintenance, misuse, abuse, alteration, mishandling, negligence, accident, or issues arising due to the repair of the goods and service herein proposed by someone other than WFGCO personnel.
- B. The warranties for materials and goods manufactured by others and incorporated by WFGCO as a part of their Scope of Work shall be pass-through warranties, and the Buyer shall revert to the original equipment manufacturer for remedies to any warranty problem associated with such materials and goods.
- C. This warranty does not cover removal and reinstallation expenses for goods and services herein proposed.
- D. WFGCO shall not be liable for any consequential damage, including downtime, to the Buyer, while the goods and services herein proposed are out of service.
- E. All warranties and obligations of WFGCO shall terminate if (1) Buyer fails to perform its obligations under this or any other agreement between the parties, or (2) Buyer fails to pay any charges due WFGCO.
- F. **LIMITATION OF LIABILITIES:** Buyer's exclusive remedies for Seller's negligence, breach of warranty, breach of contract, strict liability, misrepresentation, or for any other liability in any way connected with or arising out of this transaction shall be as follows:

Unless otherwise specified in writing this warranty is buyer's exclusive warranty and is in lieu of all other warranties, expressed or implied, including but not limited to any warranties of design, fitness for any particular purpose, or merchantability, all of which are hereby expressly denied. The prevailing party in any action shall have the right to recover its costs, expenses, and attorney's fees.



PAYMENT TERMS AND CONDITIONS

Below are the Payment Terms and Conditions that Warminster Fiberglass, LLC. can offer. Please select one of the following, complete the appropriate fields, and insert this document into the Purchase Order Packet for signatures and Management Approvals. We do not accept any Retainages.

☐ Option 1

50% Due @ Date of Approved Submittal = NET 7

50% Due @ Date of Delivery or Completion of Order = NET 30

☐ Option 2

25% Due @ Date of Signed PO = NET 7

25% Due @ Date of Approved Submittal/Release to Production = NET 7

50% Due @ Date of Delivery or Completion of Order = NET 30

ADDITIONAL TERMS AND CONDITIONS

- Invoices are sent on the date of completion in the factory, even if the purchaser is not ready to receive the products.
- Products will be stored at no charge for up to 90 days if the purchaser pays the invoice within the 30-day timeframe.
- Additional storage fees may be incurred if any invoice is not paid within the specified timeframe.
- All invoices not paid within the required due timeframe will incur a 3% compounding interest charge after the original 30 days, and every 30 days past due the invoice is not paid.
- All projects cancelled after First Submittal will incur a 15% Cancellation Fee, calculated on the total value of the project.
- All payments shall be made via certified check or ACH within the specified timeframe. Warminster Fiberglass, LLC. will provide UPS or FedEx Shipping Labels for each check to be mailed at our cost.

Customer Info

Company Name: _____

Warminster Fiberglass, LLC. _____

Contact Name: _____

Title: _____

Signature: _____

Date: _____

Date: _____

Phone Number: _____

(903) 586 – 7666 _____

Email: _____

**AUTHORIZING BILL ADJUSTMENT FOR WATER
THAT PASSED THROUGH TWO METERS**

WHEREAS, the Niagara Falls Water Board (“Water Board”) has become aware of disputed water and sewer charges at 23 C Street, Account ending 5600-001, and 21 C Street, Account ending 5090-001, where because of an internal plumbing issue, water which passed through the meter at 21 C Street also passed through the meter at 23 C Street, this problem now having been resolved through elimination of the redundant meter; and

WHEREAS, the tenant and property owner impacted have requested relief from the double billing; and

WHEREAS, NFWB records reflect that the current property owner purchased the property in July 2023, and since then water and sewer bills to the 23 C Street Account ending 5600-001 have totaled \$2,180.77, with charges for the same services also having been charged to 21 C Street Account ending 5090-001; and

WHEREAS, the meter associated with 23 C Street, Account ending 5090-001, which has a current balance due of \$378.46 has been removed, and future water bills for service to the two properties at issue will be based on the meter at 21 C Street, Account ending 5600-001, which has a current balance due of \$758.25; and

WHEREAS, Section 1230-f, Title 10-B, Article 5 of the Public Authorities Law authorizes the NFWB to negotiate, compromise and settle claims when there is sufficient consideration for the compromise of a claim and if the parties in good faith advance opposing contentions; and

WHEREAS, following negotiations with the relevant parties, the Executive Director recommends resolving this matter through application of bill credits totaling \$2,180.77 as follows:

1. \$1,802.31 to the account for 21 C Street, Account ending 5090-001 and
2. \$378.46 to the account for 23 C Street, Account ending 5600-001; and

WHEREAS, this resolution is contingent on written acknowledgement and release of any claims against the Water Board by both the property owner and tenants of 21 C Street and 23 C Street;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes application of bill credits totaling \$2,180.77 as follows:

1. \$1,802.31 to the account for 21 C Street, Account ending 5090-001 and
2. \$378.46 to the account for 23 C Street, Account ending 5600-001; and

IT IS FURTHER RESOLVED, this resolution is contingent on written acknowledgement and release of any claims against the Water Board by both the property owner and tenants of 21 C Street and 23 C Street.

On May 19, 2025, 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 Cole	[]	[]	[]	[]
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 # 2025-05-005

AUTHORIZING BILL ADJUSTMENTS FOR EXEMPT NYS ENTITIES

WHEREAS, the Niagara Falls Water Board (“Water Board”) is a public benefit corporation formed under the laws of the State of New York, and its principal method of collecting bills which are unpaid is through an annual transfer to City of Niagara Falls tax rolls which are secured through the possibility of foreclosure; and

WHEREAS, certain Water Board customers are government entities which are not subject to tax foreclosure, are not within City of Niagara Falls limits, or both; and

WHEREAS, Water Board regulations prohibit free water for any entity, including government entities, but it recognizes that public funds pay for services it renders to government users, and both offers and receives mutual aid with other government entities when appropriate; and

WHEREAS, Section 1230-f, Title 10-B, Article 5 of the Public Authorities Law authorizes the NFWB to negotiate, compromise and settle claims when there is sufficient consideration for the compromise of a claim and if the parties in good faith advance opposing contentions; and

WHEREAS, NYS Parks and Recreation account I31500153-001 serves the State Park at De Veaux Woods, which typically receives a quarterly bill totaling \$350-\$500, but which received a \$65,608.45 bill dated October 1, 2024 as a result of a winterization drain line having been left open when water service to a restroom building was restored for Summer 2024; and

WHEREAS, the winterization drain line was connected to a French drain and did not enter the sanitary sewer system for treatment by the Water Board, and NYS Parks therefore has requested that its October 1, 2024 bill be adjusted to remove the sewer charge which totaled \$43,721.89; and

WHEREAS, the NFTA Airport Garage, account NR2045030-001, typically receives a quarterly bill of approximately \$375 but its bill dated May 1, 2025 was in the amount of \$25,495.86 as a result of a break in a water line serving an outdoor fire hydrant; and

WHEREAS, the Water Board does not provide sewer service to the NFTA Airport Garage, but its water rate charged to NFTA is approximately 260% higher than the water rate charged to Commercial, Small Industrial, and Residential users in the City of Niagara Falls; and

WHEREAS, Non-Resident users such as the NFTA are not required to procure water service from the Water Board, and in recent years the Niagara Falls Air Base is an example of a non-resident user which chose to complete a capital project in order to connect to a County water district, resulting in the loss of a non-resident customer; and

WHEREAS, granting the NFTA a one-time adjustment of its May 1, 2025 Airport garage bill to reduce the per-unit charge to the highest water rate charged by the Water Board to users within the City would reduce the May 1, 2025 bill by approximately ½, to \$12,737.16;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes the following bill adjustments:

1. Adjusting the October 1, 2024 bill to NYS Parks and Recreation account I31500153-001 to \$21,886.56; and
2. Adjusting the May 1, 2025 bill to NFTA Airport Garage account NR2045030-001 to \$12,737.16; and

IT IS FURTHER RESOLVED, that the adjustments authorized by this Resolution are one-time adjustments based on specific circumstances and to resolve billing disputes; this Resolution shall not be construed as creating or establishing a precedent.

On May 19, 2025, 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 Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Larkin	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board