

**MINUTES OF THE REGULAR MEETING
OF THE
BUFFALO SEWER AUTHORITY
May 6, 2015**

55118.....55188

BUFFALO SEWER AUTHORITY

May 6, 2015

REGULAR MEETING

9:00 A.M.

1038 CITY HALL

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ITEM NO. 2

INFORMATIVE: TEMPORARY INVESTMENTS (CERTIFICATES OF DEPOSIT AND TREASURY BILLS)

April 24, 2015

| ISSUE DATE | MATURITY DATE | TOTAL DAYS | AMOUNT | BANK | RATE | INTEREST AMOUNT |
|--|---------------|------------|------------------------|-----------------|-------|-------------------|
| CONSTRUCTION/CAPITAL IMPROVEMENT FUND | | | | | | |
| 31-July-12 | Money Market | | \$8,950,844.29 | First Niagara | 0.15% | Municipal Premium |
| | | | \$295.60 | Wilmington Fund | | |
| 13-Mar-15 | 09-Sep-15 | 180 | \$15,000,226.25 | M&T Securities | 0.25% | \$18,771.25 |
| 13-Mar-15 | 09-Sep-15 | 180 | \$ 9,999,485.00 | M&T Securities | 0.25% | \$12,512.50 |
| | | | <u>\$33,950,851.14</u> | | | |
| LIABILITY AND CASUALTY RESERVE FUND | | | | | | |
| 31-July-12 | Money Market | | <u>\$1,093,747.63</u> | First Niagara | 0.15% | Municipal Premium |
| OPERATING FUND | | | | | | |
| 31-July-12 | Super NOW | | <u>\$2,651,434.96</u> | First Niagara | 0.10% | Municipal Premium |
| TRUST & AGENCY FUND | | | | | | |
| 31-Jul-12 | Money Market | | <u>\$35,052.30</u> | First Niagara | 0.02% | Municipal Premium |
| SURPLUS FUND | | | | | | |
| | | | \$600.10 | Wilmington Fund | | |
| 25-Feb-15 | 28-May-15 | 92 | \$9,998,932.72 | M&T Securities | 0.12% | \$3,067.28 |
| | | | <u>\$9,999,532.82</u> | | | |
| NET REVENUE FUND | | | | | | |
| | | | \$515.24 | Wilmington Fund | | |
| 28-Jan-15 | 29-Apr-15 | 91 | \$14,999,828.05 | M&T Securities | 0.11% | \$4,171.95 |
| 25-Feb-15 | 29-Apr-15 | 63 | \$2,919,489.00 | M&T Securities | 0.10% | \$511.00 |
| 01-Apr-15 | 29-Apr-15 | 28 | \$5,999,720.00 | M&T Securities | 0.06% | \$280.00 |
| 14-Jan-15 | 13-July-15 | 180 | \$6,999,642.65 | M&T Securities | 0.21% | \$7,357.35 |
| | | | <u>\$30,919,194.94</u> | | | |

DEBT RESERVE FUND

| | | | | | |
|-----------|-----------|-------|------------------------------|-----------------|-------|
| | | | Series J | | |
| 02-Jul-14 | 15-Nov-33 | 7076 | \$515,879.00 | SLG | 2.70% |
| | | | Series K | | |
| 02-Jul-14 | 15-Feb-33 | 6803 | \$361,415.00 | SLG | 2.70% |
| | | | Series L | | |
| 27-Jul-06 | 01-Oct-35 | 10658 | \$952,666.00 | SLG | 4.52% |
| | | | Series M Construction | | |
| | | | \$317,870.32 | Wilmington Fund | |
| | | | Series M | | |
| 27-Jun-14 | 01-May-44 | 10901 | \$595,613.00 | SLG | 2.70% |
| | | | Series N | | |
| 15-Nov-12 | 15-Apr-32 | 7091 | \$2,167,157.00 | SLG | 2.42% |

RECEIVE & FILE

Board Meeting of May 6, 2015

ITEM NO. 3

INFORMATIVE: REALLOCATION OF FUNDS

The following budgetary transfers have been made to cover unforeseen shortages. These transfers do not change the total amount of the Buffalo Sewer Authority's operating budget.

Wastewater Treatment Plant

| | | | | |
|-----------|-------------------------------------|--------------|--|-------------|
| 3/26/2015 | 00280105 SWWP Equip. Maintenance | -\$1,890.00 | 00360105 DEWA Equip Maintenance | \$1,890.00 |
| 3/26/2015 | 00280105 SWWP Equip. Maintenance | -\$3,000.00 | 00290105 AER Equip Maintenance | \$3,000.00 |
| 3/26/2015 | 00280105 SWWP Equip. Maintenance | -\$2,450.00 | 00240105 Main Small Tools | \$2,450.00 |
| 3/26/2015 | 00280105 SWWP Equip. Maintenance | -\$6,150.00 | 00380105 INCI Equip. Maintenance | \$6,150.00 |
| 4/10/2015 | 00210105 RWWP Equip. Maintenance | -\$1,072.00 | 00510105 SECO Equip Maintenance | \$1,072.00 |
| 4/10/2015 | 00240106 PSED Repairs to Equip. | -\$1,000.00 | 00200106 Plan Repairs to Equip. | \$1,000.00 |
| 4/13/2015 | 00280105 SWWP Equip. Maintenance | -\$2,890.00 | 00820105 Main Gasoline and Lubricants | \$2,890.00 |
| 4/16/2015 | 00280105 SWWP Equip. Maintenance | -\$2,010.00 | 00200105 Plan Clothing Safety | \$2,010.00 |
| 4/21/2015 | 00280105 SWWP Equip. Maintenance | -\$1,405.00 | 00200105 Plan Clothing Safety | 1,405.00 |
| 4/24/2015 | 00280105 SWWP Equip. Maintenance | -\$21,340.00 | 00290105 AER Equip. Maintenance | \$21,340.00 |
| 4/27/2015 | 00280105 SWWP Equip. Maintenance | -\$7,465.00 | 00240105 PSED Equip. Maintenance | \$7,465.00 |
| 4/28/2015 | 00240106 PSED Repairs to Equip. | -\$1,850.00 | 00520106 Main Repairs to Equip. | \$1,850.00 |

General Financial Charges

| | | | | |
|-----------|-----------------------------------|--------------|--------------------------------------|-------------|
| 3/24/2015 | 00800183 Financial Contingency | -\$255.05 | 00690107 Admin | \$255.05 |
| 4/01/2015 | 00800183 Financial Contingency | -\$832.00 | 00110105 Admin. Postage | \$832.00 |
| 4/7/2015 | 00800183 Financial Contingency | -\$3,975.00 | 00200108 Plan Insurance | \$3,975.00 |
| 4/7/2015 | 00800183 Financial Contingency | -\$237.00 | 00650108 SWRM Insurance | \$237.00 |
| 4/8/2015 | 00800183 Financial Contingency | -\$200.00 | 00110105 Admin Office Supplies | \$200.00 |
| 4/10/2015 | 00800183 Financial Contingency | -\$2,200.00 | 00200105 Plan Equip. Maintenance | \$2,200.00 |
| 4/16/2015 | 00800183 Financial Contingency | -\$364.00 | 00600107 Eng Office Equip. | \$364.00 |
| 4/29/2015 | 00800183 Financial Contingency | -\$20,500.00 | 00600106 Eng Engineering and Tech | \$20,500.00 |

Administrative Division

| | | | | |
|----------|---|-----------|---------------------------------------|----------|
| 4/8/2015 | 00110106 Admin. Printing and Binding | -\$100.00 | 00200106 Plan Printing and Binding | \$100.00 |
|----------|---|-----------|---------------------------------------|----------|

RECEIVE & FILE

Board Meeting of May 6, 2015

ITEM NO. 4

FIRST AMENDMENT TO THE THIRTEENTH SUPPLEMENTAL SEWER SYSTEM REVENUE BOND RESOLUTION, SEWER SYSTEM REVENUE BONDS, SERIES L

**EXTRACT OF MINUTES
Meeting of the Buffalo Sewer Authority
of the City of Buffalo, County of Erie, New York
May 6, 2015**

A regular meeting of the Buffalo Sewer Authority of the City of Buffalo, in the County of Erie, New York, was held at City Hall, Buffalo, New York, on May 6, 2015, at 9:00 o'clock A.M. (Prevailing Time)

There were present: 13

Members: 3

There were absent: 1

Also present:

Member WILSON-DIVINCENZO offered the following resolution and offered its adoption:

2ND BY MR. ROOSEVELT
AYES 3 NOES 0

Board Meeting of May 6, 2015

BUFFALO SEWER AUTHORITY**First Amendment to
Twelfth Supplemental Sewer System Revenue Bond Resolution
Authorizing Up To \$10,000,000 Sewer System Revenue Bonds, Series L**

BE IT RESOLVED by the Board of the Buffalo Sewer Authority (the “Authority”) as follows:

WHEREAS, the Authority, on November 9, 2005, adopted that certain Twelfth Supplemental Sewer System Revenue Bond Resolution Authorizing Up To \$10,000,000 Sewer System Revenue Bonds, Series L (as amended hereby, the “Twelfth Supplemental Resolution”), for the purpose of providing permanent long-term financing for the second phase of the Bird Island Wastewater Treatment Plant Primary Digester Cleaning, Inspection, and Repair Project (EFC Project No. C9-6602-06-01), as more fully described therein; and

WHEREAS, the Authority wishes to specify more clearly the Debt Reserve Requirement, as defined in the Sewer System Revenue Bond Resolution adopted by the Authority on June 29, 1977 (as heretofore amended, the “General Resolution”), applicable to the Series L Bonds, as defined in the Twelfth Supplemental Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Authority, pursuant to the General Resolution and the Twelfth Supplemental Resolution, as follows:

1. Definitions. All terms which are defined in the General Resolution or in the Twelfth Supplemental Resolution shall have the same meanings, respectively, in this Amendment as such terms are given in said Resolution or Twelfth Supplemental Resolution, respectively.
2. Amendment to Article II of Twelfth Supplemental Resolution. A new Section 209 is hereby added to Article II of the Twelfth Supplemental Resolution, to read as follows:

Section 209. Debt Reserve Requirement for the Series L Bonds. The Debt Reserve Requirement for the Series L Bonds shall be an amount equal to, as of any date of calculation, the lesser of (i) the maximum amount of principal and interest coming due in any calendar year on Series L Bonds, (ii) 10% of the original principal amount of the Series L Bonds, or (iii) one hundred twenty-five percent (125%) of the average annual principal and interest due on the Series L Bonds and shall be set forth in the Project Finance Agreement.

3. Effective Date. This Amendment of the Twelfth Supplemental Resolution shall be fully effective immediately upon its adoption.

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

I, the undersigned Secretary of the Buffalo Sewer Authority (the "Authority"), DO HEREBY CERTIFY that I have compared the attached extract of the draft minutes of the meeting of the Authority, including the resolution contained therein, held the 6th day of May, 2015, scheduled for Board Approval on May 27, 2015, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Authority and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Authority Board had due notice of said meeting, said meeting was duly held, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and public notice of the time and place of said meeting was duly given in accordance with such Article 7, and there was a quorum of the members of the Authority Board present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2015.

(SEAL)

Eleanor C. Wilson-DiVincenzo
Secretary of the Board

ITEM NO. 5

ADOPTION OF AMENDED "FINAL SCHEDULE OF SEWER RENTS AND OTHER CHARGES FOR 2015-2016"

WHEREAS: The Buffalo Sewer Authority, at the meeting of April 1, 2015, adopted a proposed "Schedule of Sewer Rents and Other Charges for 2015-2016" and authorized the publication of this notice, commencing April 6, 2015, once a week for three (3) consecutive weeks, in the Buffalo News; and

WHEREAS: The thirty-day period for inspection of the Schedule, and the filing of, has now expired; and

WHEREAS: No protests were filed; and

WHEREAS: It is now in order to adopt the "Final Schedule of Sewer Rents and Other Charges for 2015-2016"; and

WHEREAS: The proposed "Schedule of Sewer Rents and Other Charges for 2015-2016" includes no increases to sewer rents based on the assessed value of property, the levy of sewer rents based on assessed value remains unchanged from the previous year at \$12,050,000; and

WHEREAS: The proposed "Schedule of Sewer Rents and Other Charges for 2015-2016" also includes no increases to sewer rents based on the use of water. Metered accounts will continue to be charged \$11.09 per thousand cubic feet of water used, and there will be no increases to the charges on flat rate accounts.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby adopts the "Final Schedule of Sewer Rents and Other Charges for 2015-2016".

MOTION TO APPROVE
MADE BY MR. ROOSEVELT
2ND BY MS. WILSON-DIVINCENZO
AYES 3 NOES 0

Board Meeting of May 6, 2015

FINAL SCHEDULE OF SEWER RENTS
AND OTHER CHARGES
FOR 2015-2016

TO PROVIDE FUNDS FOR THE FIXED CHARGES AND FOR THE OPERATION AND MAINTENANCE OF THE ENTIRE SEWER SYSTEM IN THE CITY OF BUFFALO AND ALL OF THE BUFFALO SEWER AUTHORITY FACILITIES FOR THE CONVEYANCE, TREATMENT AND DISPOSAL OF SEWAGE AND STORM WATER OPERATED BY THE BUFFALO SEWER AUTHORITY.

I. **SEWER RENTS FOR PREMISES SITUATED WITHIN THE LIMITS OF THE CITY OF BUFFALO**

(a) \$12,050,000 shall be collected from all real property in the City of Buffalo (the "City") by apportioning the said amount upon such property within the City as the same is set down on the last completed annual assessment roll of the City, except that no *ad valorem* sewer rent shall be assessed against real property exempt from real property taxes pursuant to subdivision one of section four hundred, sections four hundred four, four hundred six, four hundred twelve, four hundred eighteen, subdivision one section four hundred twenty, section four hundred forty-six, four hundred fifty-two, four hundred sixty-two and four hundred seventy-seven of the New York Real Property Tax Law.

(b) In the event a person, lot, parcel of land, building or premises, other than a City department, situated within the limits of the City, discharging sewage, water or other liquids into the Buffalo Sewer Authority (the "Authority") sewer system, either directly or indirectly, is a user of water supplied by the Buffalo Water Board or from any other source, and the quantity of water used is measured by a water meter acceptable to the Authority, then in each such case, the quantity of water used, as measured by said meter, shall be used to determine the sewer charge or rental, and the charge for such use shall be as follows: the first four thousand (4,000) cubic feet of water used per quarter year shall bear a sewer charge or rental of \$48.30, and any water used in excess thereof shall bear a sewer charge or rental of \$11.09 per thousand cubic feet (\$.0111 per cubic foot);

Provided that the minimum charge shall be \$16.10 per month if the meter is read monthly and \$48.30 per quarter year if the meter is read quarterly.

II. SEWER RENTS FOR PREMISES SITUATED OUTSIDE THE LIMITS OF THE CITY OF BUFFALO

(a) An annual service charge for the privilege of connecting with the facilities of the Authority shall be due for any premises situated outside the limits of the City for each \$1,000 of assessed valuation as determined on the last completed annual assessment, the same rate of \$2.71239 per \$1,000 of assessed valuation for 2015-2016.

(b) In the event a person, lot, parcel of land, building or premises, other than a City department, situated outside the limits of the City, discharging sewage, water or other liquids into the Authority sewer system, either directly or indirectly, is a user of water supplied by the Buffalo Water Board or from any other source, and the quantity of water used is measured by a water meter acceptable to the Authority, then in each such case, the quantity of water used, as measured by said meter, shall be used to determine the sewer charge or rental, and the charge for such use shall be as follows: the first four thousand (4,000) cubic feet of water used per quarter year shall bear a sewer charge or rental of \$48.30, and any water used in excess thereof shall bear a sewer charge or rental of \$11.09 per thousand cubic feet (\$.0111 per cubic foot);

Provided that the minimum charge shall be \$16.10 per month if the meter is read monthly and \$48.30 per quarter year if the meter is read quarterly.

III. GENERAL PROVISIONS

(a) In the event a person, lot, parcel of land, building or premises discharging sewage, water or other liquids into the Authority sewer system, either directly or indirectly, is a user of water supplied by the Buffalo Water Board, and the quantity of water used is not measured by a water meter acceptable to the Authority, then the sewer charge or rental for all such accounts shall be in the respective amounts (expressed in dollars) set forth in Exhibit A, attached hereto and made a part hereof, as the Authority determines applicable to such person, lot, parcel of land, building or premises.

(b) In addition to all other rentals and charges provided herein, a monthly drainage connection service charge shall be due for any and all persons, lots, parcels of land, building or premises, other than a City department, that discharge sewage, water or other liquids into the Authority sewer system, either directly or indirectly, as follows:

1. A monthly charge of \$6.00 shall be due for all lots, parcels, land, buildings or premises where the quantity of water used is not measured by a meter acceptable to the Authority.
2. A monthly charge in the amounts set forth below shall be due for all lots, parcels, land, building or premises where the quantity of water used is measured by a meter acceptable to the Authority in accordance with the following meter size:

| Residential Users | | Non-Residential Users | |
|--------------------------|--------------------|------------------------------|--------------------|
| <u>Meter Size</u> | <u>Charge (\$)</u> | <u>Meter Size</u> | <u>Charge (\$)</u> |
| 5/8 inch | 6.00 | 5/8 inch | 6.00 |
| 3/4 inch | 6.00 | 3/4 inch | 6.00 |
| 1 inch | 6.00 | 1 inch | 6.00 |
| 1 1/2 inch | 6.00 | 1 1/2 inch | 55.00 |
| 2 inch | 6.00 | 2 inch | 55.00 |
| 3 inch | 55.00 | 3 inch | 55.00 |
| 4 inch or larger | 55.00 | 4 inch or larger | 55.00 |

(c) In the event a person, lot, parcel of land, building or premises discharging sewage, water or other liquids into the Authority sewer system, which directly or indirectly, uses water obtained from a source other than the Buffalo Water Board, and the water so obtained is not measured by a water meter acceptable to the Authority, then, in each such case, the owner, user or other interested party shall, at his own expense, furnish, install, and maintain a water meter or other water or sewage measuring device acceptable to the Authority and the quantity of water used, as measured by said meter, or as otherwise determined, shall be used to determine the sewer charge or rental and there shall be charged an amount determined as set forth in paragraphs II(a), III(a) and III(b) as the case may be.

(d) In the event a person, lot, parcel of land, building or premises discharging sewage, water or other liquids into the Authority sewer system, either directly or indirectly, uses water in excess of 4,000 cubic feet per quarter year and it can be shown to the satisfaction of the Authority, that a portion of the water as measured by the water meter does not and cannot enter the Authority sewer system, then the Authority may determine in such manner as may be found practicable the percentage of metered water entering the Authority sewer system and the quantity of water used to determine the sewer charge or rental shall be that percentage, so determined, of the quantity of water measured by the water meter, or the Authority may require or permit the installation of additional meters or measuring devices in such a manner as to determine the quantity of water or sewage actually entering the Authority sewer system, in which case the quantity of water used to determine the sewer charge or rental shall be the quantity of water actually entering the Authority sewer system and so determined.

(e) In the event a person, lot, parcel of land, building or premises discharges sewage or other wastes into the Authority sewer system which, in the opinion of the Authority, contain unduly high concentrations or any substances which add to the operating costs of the Authority facilities, then the Authority may elect to establish and collect special rates of charge, based on the quantity of these substances, which rate of charge may be established and collected in such manner as the Authority may elect and such charge shall be paid to the Authority, or it may elect to exclude such sewage or other wastes from its facilities.

(f) As a condition of a Buffalo Discharge Elimination System Permit (BPDES), a user may be required to pay an industrial waste surcharge for discharging sewage or waste exhibiting a strength of sewage or waste greater than normal domestic sewage. The Industrial Waste Surcharge Formula reflecting the Treatment Plant unit costs for treatment of Biochemical Oxygen Demand (BOD₅) Total Suspended Solids (TSS) and Total Phosphate (TPO₄) is as follows:

$$\text{Surcharge} = 8.34 \text{ QMGY} (0.1649 (\text{BOD}_5\text{-250}) + 0.2045 (\text{TSS-250}) + 0.039(\text{TPO}_4\text{-15.35}))$$

\$0.1649 Cost/lb. for treatment of BOD₅

\$0.2045 Cost/lb. for treatment of TSS

\$0.0390 Cost/lb. for treatment of TPO₄

QMGY shall mean the annual total industrial and sanitary discharge - water retention.

BOD₅ shall mean the average concentration of BOD₅ in sewage or waste discharged to the Authority facilities.

TSS shall mean the average concentration of TSS in sewage or waste discharged to the Authority facilities.

TPO₄ shall mean the average concentration of TPO₄ in sewage or waste discharged to the Authority facilities.

Surchargeable concentrations are as follows:

BOD₅ - Over 250 mg/L; TSS - Over 250 mg/L; TPO₄ - Over 15.35 mg/L

This formula shall be applied in computing the Buffalo Industrial Waste Surcharge subsequent to July 1, 2014 and ending June 30, 2015 for all users that discharge sewage or waste exhibiting a strength of sewage or waste greater than normal domestic sewage. In addition, this formula with the above rates will be used to calculate all monthly, quarterly, semiannual, and annual accounts subsequent to July 1, 2015.

(g) Any person who violates the Sewer Regulations of the Authority or the conditions of the permits issued thereunder shall be subject to fines as specified in said regulations.

(h) Whenever sewage or other wastes result in conditions in the Authority sewer system as to cause blockage or a substantial reduction in the flow, charges for the work necessary to eliminate such blockage or reduction in flow may be made, based upon costs incurred by the Authority for labor, materials, equipment hire, insurances, and other overhead, against the owner of the property or premises that caused the discharge of such sewage or other wastes into the Authority sewer system.

(i) Where sewer facilities have been installed to serve improved and unimproved property and have been paid for in whole or in part by the Authority, a charge shall be made based on a proportionate share of the original cost, determined by the foot frontage of the parcel served, or by the area of such parcels, or by such other method the Authority determines to be equitable, as a condition to a permit for a connection to the Authority's facilities.

(j) An application and inspection fee for sewer connection permits shall be paid as follows at the time said application is filed with the Authority:

| <u>Tap Size</u> | <u>Fee (\$)</u> |
|--------------------|-----------------|
| 4 inch | 100.00 |
| 6 inch | 200.00 |
| 8 inch | 300.00 |
| 10 inch | 500.00 |
| 12 inch | 800.00 |
| 15 inch | 1,200.00 |
| 18 inch | 1,800.00 |
| 21 inch or greater | 2,500.00 |

(k) An application fee of \$50.00 per 2,500 square feet or part thereof of soil disturbance or impervious area being drained, whichever is greater, shall be paid at time of plans and/or calculations are submitted to the Authority for site stormwater management review.

(l) All persons owning or operating a pump truck or other transport vehicle and desiring to discharge wastes, directly or indirectly, into the Authority's facilities shall first secure a valid Truckers Discharge Permit after paying an annual permit fee of \$120.00. In addition to said permit fee, a separate charge shall be billed based upon the quantity and character of the waste discharged and, if applicable, the point of discharge.

The following surcharge rates are hereby charged for such wastehaulers who are located outside the City:

| DISCHARGE LOCATION | TOTAL SUSPENDED SOLIDS | BOD ₅ | TOTAL PHOSPHATE |
|--------------------------|------------------------|------------------|-----------------|
| Inlet/South Buffalo Pump | \$0.2063/lb | \$0.1670/lb. | \$0.039/lb. |
| Mixing Tank | \$0.1836/lb | \$0.1071/lb. | \$0.039/lb. |
| Thickener/Digester | \$0.1993/lb | \$0.1160/lb. | \$0.039/lb. |

The above surcharge rates, along with costs incurred by the Authority when handling, testing, conveying, and administering each wastehauler, will be used to determine the cost per gallon of each wastestream. The wastehauler user charges for various wastestreams are as follows:

1. Septage and portable toilet wastes - The rate of \$0.041 per gallon discharged will be assigned to all permitted septage and portable toilet wastehaulers.
2. Grease trap wastes - The rate of \$0.08 per gallon discharged will be assigned to all permitted grease trap wastehaulers.
3. Sludge wastes - This rate will vary dependent on strength and volume. Sludge rates will be calculated using the parameter costs for the mixing tank location.
4. Miscellaneous Wastes - This rate will vary dependent on strength of waste, volume and discharge location.

These rates will be used for all permits effective July 1, 2015.

(m) In the event a person, lot, parcel of land, building or premises threatens to discharge or discharges sewage or waste into or near the Authority's publicly owned treatment works, either directly or indirectly, which in the opinion of the Authority will or is likely to bypass, upset, harm or endanger the facilities of the Authority, then such person or the owner or operator of such lot, parcel of land, building or premises shall pay to the Authority charges for any and all clean up, removal and remediation costs actually incurred by the Authority, including but not limited to labor, materials, equipment, insurances or laboratory services for the (i) containment or attempted containment of such discharge or threatened discharge, (ii) sampling and analysis of such discharge or threatened discharge, (iii) removal or attempted removal of such discharge or threatened discharge, (iv) taking of reasonable measures to prevent or mitigate damage to property, public health, safety or welfare, or (v) remediation, treatment, storage or disposal of such discharge or threatened discharge and all soils, water or structures affected by such discharge.

(n) All industrial users shall pay to the Authority a charge for the actual costs of analysis incurred by the Authority for the annual or other monitoring of any and all discharges of such industrial users.

(o) Any person who is granted a temporary permit to discharge into the facilities of the Authority shall pay a permit fee of \$500.00 to the Authority as a condition of the issuance of such permit.

(p) Except as otherwise defined herein, all terms and phrases used or contained in this schedule of sewer rents shall bear the same meaning and definition as set forth in the Authority's Sewer Use Regulations 21 N.Y.C.R.R. Part 10075 and New York Public Authorities Law Section 1175 *et seq.*

(q) Sewer rents and charges as herein provided shall be payable at the office of the Director of the Treasury for the City at Room 117, City Hall, Buffalo, New York 14202, or at such other location or address as may be set forth on the Authority's invoice, and shall become due and payable as follows:

1. So much of the sewer rents and charges as are based upon water use and the drainage connection service charge covering the respective premises, or such other charges as provided herein shall be due and payable, except as otherwise stated in this schedule or in such invoice, on the same day, one month following the month of the invoice billing date, and such invoice may be billed monthly, quarterly or as otherwise determined by the Authority; and
2. So much of the sewer rents and charges as are based upon the assessed valuation of chargeable real estate shall become due and payable from the first day of July 1938, and each year thereafter, and may be paid without interest on or before September 30th next succeeding.

(r) Such sewer rents and charges that remain unpaid after their respective due dates shall be charged interest, and such interest shall continue to be charged until such sewer rents and charges are paid in full, as follows:

1. Sewer rents based upon water use and drainage connection service charges shall be charged interest at the same rate as unpaid City taxes, to wit: four and one-half percent (4.5%) interest shall be added to amounts unpaid from the first through the thirtieth day after the due date, and thereafter one and one-half percent (1.5%) shall be added to all amounts that remain unpaid for each succeeding month;
2. Sewer rents based upon assessed valuation of chargeable real estate that remain unpaid on October 1 of each year shall be charged interest at the rate of two percent (2%), and such sewer rents that remain unpaid shall be charged two percent (2%) for each month thereafter until paid; and
3. All other sewer rents and charges of the Authority shall be charged interest at the rate of one and one-half percent (1.5%) per month if not paid by the due date stated on the invoice issued by the Authority.

(s) All persons and property served by the Authority shall be subject to paying reasonable costs and expenses, including attorney fees incurred in the collection of sewer rents and charges that remain unpaid, as may be determined by the Board of the Authority. In addition to any other remedy or provision hereof, the Authority reserves the right to engage in such collection activities, as it deems appropriate, for all accounts that remain unpaid after the due date. In consideration of such collection activities and to defray the cost thereof with respect to accounts based on water use and drainage connection service, the person or property served by the Authority may pay an additional charge of twenty-one percent (21%) of the amount of each such delinquent account, together with interest as provided herein, that remains unpaid for more than (i) one hundred twenty (120) days from the due date for metered accounts, and (ii) two hundred ten (210) days from the due date for non-metered flat rate accounts. Due date, as used herein,

means the date that the Authority's sewer rent and other charges are due and payable pursuant to III (q) (1) and III (q) (2), herein, respectively.

(t) Invoice statements shall be mailed or delivered to the address of the owner or user, as the case may be, as such address appears on the Authority's records. Such mailing or delivery is a matter of convenience. Failure of an owner or user to receive an invoice statement shall not release such owner or user from the obligation to pay such invoice statement, together with any other charges and interest which may accrue on unpaid amounts.

(u) All invoices shall be paid in United States dollars and may be paid by cash, check or MasterCard and Visa at Room 117, City Hall, Buffalo, New York or such other location or address as may be provided on such invoice, by internet, or by telephone as set forth on the invoice. All persons who pay by credit or debit card made through the City of Buffalo Website shall pay the Authority a charge of the greater of two percent (2%) of the amount paid, or two dollars (\$2.00) for each credit card payment transaction as a handling charge. Also, all persons who pay by debit or check cards shall pay the Authority a two dollar (\$2.00) charge for each such transaction as a convenience fee. Multiple payments in the same transaction will be charged the convenience fee only once. The convenience fee will be added automatically to each transaction.

IV. LIEN OF SEWER RENT

From and after the due date thereof, such sewer rents and charges, together with any interest and collection costs shall constitute a lien upon the real property served by the facilities. Such lien shall have the same priority and superiority as the lien of the general tax of the City.

V. EFFECTIVE DATE OF THIS SCHEDULE

This schedule of sewer rents and other charges shall become effective July 1, 2015; provided, however, that the sewer rents and other charges herein set forth, applicable to water use, shall become effective on all billings on and after August 1, 2015, excepting only monthly metered accounts for July 2015, and Section "W" of the quarterly metered accounts for the period May, June, and July 2015, which shall be billed according to the schedule of rents in effect prior to July 1, 2015.

| Stories High: | 1 | 1 ½ | 2 | 2 ½ | 3 | 4 | 5 |
|---------------------|-------|-------|-------|-------|-------|-------|-------|
| Under 25 ft | 21.65 | 24.38 | 29.76 | 35.17 | 37.84 | 40.57 | 45.97 |
| From 25 ft to 30 ft | 24.38 | 29.76 | 35.17 | 37.84 | 40.57 | 45.97 | 51.35 |
| From 31 ft to 35 ft | 29.76 | 35.17 | 37.84 | 40.57 | 45.97 | 51.35 | 56.74 |
| From 36 ft to 40 ft | 35.17 | 37.84 | 40.57 | 45.97 | 51.35 | 56.74 | 59.44 |
| From 41 ft to 45 ft | 37.84 | 40.57 | 45.97 | 51.35 | 56.74 | 59.44 | 62.12 |
| From 46 ft to 50 ft | 40.57 | 45.97 | 51.35 | 56.74 | 59.44 | 62.12 | 67.56 |

The Following Rates Apply To More Than One Family Homes or Housekeeping:

| | |
|------------|--------|
| 1 Family | 21.65 |
| 2 Families | 43.29 |
| 3 Families | 64.94 |
| 4 Families | 86.58 |
| 5 Families | 108.03 |
| 6 Families | 129.87 |

Bathtubs & Showers *Bathtubs with attached showers are charged for only bathtubs

| | |
|------------|-------|
| 1 Bathtub | 5.45 |
| 2 Bathtubs | 10.91 |
| 3 Bathtubs | 16.36 |
| 4 Bathtubs | 21.81 |
| 5 Bathtubs | 27.27 |
| 6 Bathtubs | 32.72 |
| 7 Bathtubs | 38.17 |
| 8 Bathtubs | 43.63 |
| 9 Bathtubs | 49.08 |

| Toilets: | 1 Family | 2 Family | 3 Family | 4 Family | 5 Family | 6 Family |
|------------------------|----------|----------|----------|----------|----------|----------|
| 1 Toilet | 10.86 | | | | | |
| 2 Toilets | 19.15 | 21.73 | | | | |
| 3 Toilets | 27.43 | 30.01 | 32.59 | | | |
| 4 Toilets | 35.72 | 38.30 | 40.88 | 43.46 | | |
| 5 Toilets | 44.00 | 46.58 | 49.16 | 51.74 | 54.32 | |
| 6 Toilets | 52.29 | 54.87 | 57.45 | 60.03 | 62.61 | 65.19 |
| 7 Toilets | 60.57 | 63.15 | 65.73 | 68.31 | 70.89 | 73.47 |
| 8 Toilets | 68.86 | 71.44 | 74.02 | 76.60 | 79.18 | 81.76 |
| 9 Toilets | 77.14 | 79.72 | 82.30 | 84.88 | 87.46 | 90.04 |
| Each Additional Toilet | 8.28 | | | | | |

Border or Roomer

| | |
|---|-------|
| 1 | 4.13 |
| 2 | 8.26 |
| 3 | 12.38 |
| 4 | 16.51 |

Office with Water: 21.65

Office without Water: 10.86

Hot Water Heating Billed in November & February:

| | |
|---|-------|
| 1 | 10.84 |
| 2 | 21.67 |
| 3 | 32.51 |
| 4 | 43.35 |
| 5 | 54.18 |
| 6 | 65.02 |
| 7 | 75.86 |
| 8 | 86.69 |

Car in Garage:

1 Car
2 Cars
3 Cars
4 Cars
5 Cars
6 Cars
7 Cars
8 Cars

Garage w/out Water

10.84
21.67
32.51
43.35
54.18
65.02
75.86
86.69

Garage w/Water

21.66
43.32
64.98
86.69
108.30
129.96
151.62
173.28

ITEM NO. 6

FINAL SETTLEMENT AND TAX OBLIGATION

- WHEREAS: The Buffalo Sewer Authority (the “Authority”) settled a longstanding civil action regarding the termination of a former employee; and
- WHEREAS: The civil action has been ongoing since 1999 and an agreed upon final settlement arrangement was reached late in 2013. The Authority used outside counsel, attorney Randolph C. Oppenheimer of Damon Morey, LLP for legal services on this matter on an as needed basis; and
- WHEREAS: Further to this structured settlement arrangement, Damon Morey advised the Authority to pay the claimant \$377,822.00 in two installments in the fourth quarter of 2013 and first quarter of 2014. Payments were made to Damon Morey who issued said payments to the claimant along with a 1099 and a written disclosure of the calculation of applicable withholdings; and
- WHEREAS: The Board was polled on December 13, 2013, and authorized payment to Damon Morey LLP on behalf of the claimant; and
- WHEREAS: Damon Morey disclosed late in 2014 that payroll tax issues surrounding its prior direction and execution of this matter existed, requiring the subsequent issuance of W-2’s for the two year period and amendment of quarterly payroll tax returns for withholdings; and
- WHEREAS: The Authority and the City of Buffalo Comptroller’s office promptly issued the corrected tax documents to the claimant and filed and paid all withholding to Federal and State agencies for the two-year period. In addition, the Authority per the advice of counsel requested and received relief from NYS under its Voluntary Disclosure Application for an abatement of penalties associated with this matter. Similar action is expected from the IRS. The Authority will remain liable for interest to both the State and IRS associated with filing delays; and
- WHEREAS: The General Manager, Executive Secretary and Authority’s Counsel recommend ratification and approval of the final settlement arrangement and its subsequent modifications.

ITEM NO. 7

AUTHORIZATION FOR BANKING TRANSACTIONS

WHEREAS: The Buffalo Sewer Authority currently maintains banking relationships with M&T Bank, JP Morgan Chase Bank, M&T Securities, First Niagara Bank, Key Bank, Citizen's Bank, and Bank of America; and

WHEREAS: Regulations require corporate resolutions to designate individuals to complete banking transactions.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager, David P. Comerford, to execute banking agreements. In addition to Mr. Comerford, the Board of the Buffalo Sewer Authority designates: Ronald Brown, Executive Secretary; Thomas J. Peltz, Supervising Accountant; Ronald N. Lunghino, Senior Accountant; and Carlos Costner, Senior Accountant; as authorized persons in connection with all accounts hereafter maintained by the aforementioned banking institutions.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 9

TRAVEL AUTHORIZATION - CHICAGO, ILLINOIS

WHEREAS: The Water Environment Federation's 88th Annual Technical Exhibition and Conference will be held September 26-30, 2015, in Chicago, Illinois; and

WHEREAS: The Buffalo Sewer Authority staff annually participates in this international event to keep abreast of the latest technologies, innovations, and research in the wastewater field; and

WHEREAS: The General Manager recommends attendance at the Water Environment Federation's 88th Annual Technical Exhibition and Conference.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes travel from September 26-30, 2015, for the Chairman of the Board and the Treatment Plant Superintendent to attend the Water Environment Federation's 88th Annual Technical Exhibition and Conference in Chicago, Illinois at a total cost not to exceed \$6,000.00. Funds are available in account nos. 00100104-458010, 00100104-458012, 00200104-458010, and 00200104-458012.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 10

AUTHORIZATION FOR CHANGE ORDER TO PURCHASE ORDER NO. 21500123 FOR SECURITY GUARD SERVICES

WHEREAS: On March 19, 2014, the Board of the Buffalo Sewer Authority authorized the General Manager to renew the contract with Securitas Security Services USA, Inc., for security guard services at the Bird Island Wastewater Treatment Plant at a total cost not to exceed \$249,893.28 for the period July 1, 2014 to June 30, 2015; and

WHEREAS: The total approved amount was incorrectly based upon last year's total which was for a total of 9 months instead of 12 months; and

WHEREAS: In addition, the NYS Department of Labor's prevailing wage rate on July 1, 2014, decreased by a total of \$1.29 resulting in the billable rate decreasing from \$19.07/hr. to \$17.78 for this service; and

WHEREAS: The total amount of this contract for fiscal year 2014-2015 should be revised from \$249,893.28 to a total not to exceed \$311,505.60 for the period July 1, 2014 – June 30, 2015 necessitating a change order to Purchase Order No. 21500123; and

WHEREAS: The Treatment Plant Superintendent and staff recommend the above change order.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to increase the previously authorized amount from \$249,893.28 to a total not to exceed \$311,505.60 for fiscal year 2014-2015 for security guard services with Securitas Security Services. Expenses for this contract will be charged to account no. 00200106-434000.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 11

CHANGE ORDER NO. 4 – CONTRACT NO. 81300021

| | | |
|-------------------------|------------------------|-------------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$ 300,000.00 |
| Mollenberg-Betz, Inc. | PREVIOUS CHANGE ORDERS | 1,450,000.00 |
| 300 Scott Street | THIS CHANGE ORDER | <u>300,000.00</u> |
| Buffalo, New York 14204 | ADJUSTED CONTRACT COST | \$2,050,000.00 |

WORK: In-Plant Mechanical Maintenance Services

DESCRIPTION OF CHANGE OR EXTRA WORK:

Item #1 Additional funding needed in the amount of \$300,000.00 to cover for unbilled services and services moving forward for the remainder of this fiscal year.

REASON FOR CHANGE OR EXTRA WORK:

Item #1 Additional mechanical modifications required during the term of the contract.

COST OF CHANGE OR EXTRA WORK:

Item #1 \$300,000.00

THE TOTAL COST OF THE CHANGE OR EXTRA WORK \$300,000.00

The total INCREASE to the contract as a result of this Change Order is \$300,000.00

CONTRACT SUPPLEMENT CONDITIONS:

1. The contract completion date established in the original contract or as modified by previous contract supplements remains unchanged.
2. Any additional work to be performed under this contract supplement shall be carried out in compliance with the specifications included in the preceding description of changes involved with the supplemental contract drawings designated none and under the provisions of the original contract, including compliance with applicable equipment specifications, general specifications, and project specifications for the same type of work.
3. This contract supplement unless otherwise provided herein does not relieve the Contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

ITEM NO. 12

CHANGE ORDER NO. 3 - CONTRACT NO. 81300024

| | | |
|------------------------|------------------------|-------------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$200,000.00 |
| O'Connell Electrical | PREVIOUS CHANGE ORDERS | 400,000.00 |
| 830 Philips Road | THIS CHANGE ORDER | <u>200,000.00</u> |
| Victor, New York 14564 | ADJUSTED CONTRACT COST | \$800,000.00 |

WORK: In-Plant Electrical Maintenance Services

DESCRIPTION OF CHANGE OR EXTRA WORK:

Item #1 Additional funding needed in the amount of \$200,000.00 to cover invoices that currently exceed the existing contract balance.

REASON FOR CHANGE OR EXTRA WORK:

Item #1 Additional electrical modifications required during the term of the contract.

COST OF CHANGE OR EXTRA WORK:

Item #1 \$200,000.00

THE TOTAL COST OF THE CHANGE OR EXTRA WORK \$200,000.00

The total INCREASE to the contract as a result of this Change Order is \$200,000.00

CONTRACT SUPPLEMENT CONDITIONS:

1. The contract completion date established in the original contract or as modified by previous contract supplements remains unchanged.
2. Any additional work to be performed under this contract supplement shall be carried out in compliance with the specifications included in the preceding description of changes involved with the supplemental contract drawings designated none and under the provisions of the original contract, including compliance with applicable equipment specifications, general specifications, and project specifications for the same type of work.
3. This contract supplement unless otherwise provided herein does not relieve the Contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

ITEM NO. 13

CHANGE ORDER NO. 1 – CONTRACT NO. 81500011

| | | |
|-------------------------|------------------------|-------------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$ 91,510.47 |
| Mollenberg Betz | PREVIOUS CHANGE ORDER | n/a |
| 300 Scott Street | THIS CHANGE ORDER | <u>(7,089.86)</u> |
| Buffalo, New York 14204 | ADJUSTED CONTRACT COST | \$ 84,420.61 |

WORK: Tunnel Pipe Removal Project

DESCRIPTION OF CHANGE OR EXTRA WORK:

Item #1 Unused Allowance.

Item #2 Unused materials and labor for tunnel patching & grout.

REASON FOR CHANGE OR EXTRA WORK:

Item #1 This project did not require the use of the allowance.

Item #2 Patching and grout were not required.

COST OF CHANGE OR EXTRA WORK:

Item #1 (\$6,500.00)

Item #2 (\$589.86)

THE TOTAL COST OF THE CHANGE OR EXTRA WORK (\$7,089.86)

The total Decrease to the contract as a result of this Change Order is \$7,089.86

CONTRACT SUPPLEMENT CONDITIONS:

- The contract completion date established in the original contract or as modified by previous contract supplements is hereby changed by 0 calendar days, making the final completion date unchanged.

- 2. Any additional work to be performed under this contract supplement shall be carried out in compliance with the specifications included in the preceding description of changes involved with the supplemental contract drawings designated none and under the provisions of the original contract, including compliance with applicable equipment specifications, general specifications, and project specifications for the same type of work.
- 3. This contract supplement unless otherwise provided herein does not relieve the Contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
- 4. The Contractor expressly agrees that he will place under coverage of his performance and payment bonds and Contractor’s Insurance all work covered by this contract supplement. The Contractor will furnish to the Owner evidence of increased coverage of his performance and payment bonds for the accrued value of all contract supplements that exceeds the original contract price by twenty percent (20%).
- 5. The costs established under this contract supplement are acknowledged as including any and all costs associated with the work described herein and including any and all costs associated with any and all work performed or to be performed by the Contractor that may be affected in any manner by the work described herein.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby approves Change Order No. 1 to Contract No. 81500011 as written in the above Agenda Item, decreasing the contract cost in the amount of \$7,089.86, making the adjusted contract cost \$84,420.61.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 14

CONTRACT NO. 81500011

CERTIFICATE OF ACCEPTANCE AND OCCUPANCY

WORK: Tunnel Pipe Removal Project

BID: \$91,510.47

CONTRACTOR: Mollenberg Betz, Inc.

WHEREAS: The Administrator of Capital Improvements and staff of the Buffalo Sewer Authority have certified that the Contractor completed the work in accordance with the plans and specifications on April 17, 2015.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby finds and determines that:

- a. The work to be performed under the terms of the Contract has been complete and is accepted;
- b. The date of entrance and occupancy be fixed as of April 17, 2015;
- c. The maintenance period commence on April 17, 2015;
- d. Final payment be made to the Contractor in the amount of \$4221.03, making the final cost of the contract \$84,420.61.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 15

EXTENSION OF CONTRACT FOR ENERGY CONSULTING SERVICES

WHEREAS: United Energy is a professional consulting organization specializing in energy commodities procurement geared to minimize financial risk and maximize savings; and

WHEREAS: On March 19, 2014, the Board of the Buffalo Sewer Authority authorized the General Manager to enter into and execute an agreement with United Energy for energy consulting services for the period July 1, 2014 through June 30, 2015, with an option to renew for four (4) one-year periods through June 30, 2019; and

WHEREAS: The proposal submitted for Professional Services of Energy Procurement is for \$36,000.00 annually, plus a cost of 20% of savings realized (for a cumulative total equal to or less than \$150,000.00) and a cost of 25% of savings realized (for a cumulative total greater than \$150,000) due to repositioning of natural gas purchases; and

WHEREAS: United Energy has submitted a proposal for renewal of their contract wherein all terms and conditions of the current agreement apply; and

WHEREAS: The General Manager and his committee recommend authorization to accept and execute a contract with United Energy for the period of July 1, 2015 through June 30, 2016, at a base fee of \$36,000.00, plus the percentage indicated for cumulative savings realized due to repositioning natural gas purchases.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to renew the contract with United Energy, to provide energy consulting services for the period of July 1, 2015 through June 30, 2016, at a base fee of \$36,000.00, plus the percentage indicated above for cumulative savings realized due to repositioning natural gas purchases. Expenses for this contract will be charged to account no. 00380106-432004.

| | | |
|--------------------|------------------------------|---------------|
| MOTION TO | <u>APPROVE</u> | |
| MADE BY | <u>MS. WILSON-DIVINCENZO</u> | |
| 2 ND BY | <u>MR. ROOSEVELT</u> | |
| AYES | <u>3</u> | NOES <u>0</u> |

Board Meeting of May 6, 2015

ITEM NO. 16

NYS PREFERRED SOURCE - JANITORIAL SERVICES CONTRACT RENEWAL

- WHEREAS: New York State Industries for the Disabled (NYSID) is a not-for-profit corporation appointed by the New York State Department of Education to secure and administer contracts on behalf of community rehabilitation agencies. NYSID is a New York State preferred source under Section 162 of the State Finance Law. This preferred source status authorizes state and local governments to utilize and purchase NYSID products and services without competitive bidding; and
- WHEREAS: The Buffalo Sewer Authority utilized a contract with NYSID through their member agency, Phoenix Frontier, Inc., during the period July 1, 2012 to June 30, 2013, to perform janitorial services at the Buffalo Sewer Authority facilities; and
- WHEREAS: On July 17, 2013, the Board authorized a contract renewal with NYSID through its member agency, Phoenix Frontier, Inc., for a one-year period from July 1, 2013 to June 30, 2014; and
- WHEREAS: NYSID still holds the contract; however, as of August 12, 2013, the execution of the contract has been performed by member agency, Heritage Centers also known by Allentown Industries; and
- WHEREAS: On March 19, 2014, the Board authorized a contract renewal with NYSID through its member agency, Heritage Centers, also known as Allentown Industries; and
- WHEREAS: The General Manager, Treatment Plant Superintendent, and staff recommend renewal of this contract for janitorial services for fiscal year 2015-2016.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to enter into and execute a contract renewal with NYSID through its member agency, Heritage Centers also known by Allentown Industries, to perform janitorial services at the Buffalo Sewer Authority facilities for a one-year period from July 1, 2015 to June 30, 2016, at a total cost not to exceed \$60,154.20. Expenses for this contract will be charged to account no. 00110106-434000, 00200106-434000 and 00650106-434000.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 18

AUTHORIZATION FOR PARTS AND REPAIR SERVICES FROM INGERSOLL-RAND AND AUTHORIZATION FOR TOTAL EXPENDITURES FOR FISCAL YEAR 2014-2015

WHEREAS: On November 7, 2012, the Board of the Buffalo Sewer Authority designated Ingersoll-Rand, the parent company for the original equipment manufacturer, Dresser Rand, as a sole source for equipment repairs and supplies for the digester gas compressors and for compressors in the Grit Building located at the Bird Island Wastewater Treatment Plant (Treatment Plant); and

WHEREAS: The compressors are a vital part in the process of the Treatment Plant facility; and

WHEREAS: To date one (1) maintenance inspection and (3) repairs have been completed for a total amount of \$29,408.02; and

WHEREAS: The Superintendent of Mechanical Maintenance has determined a need for parts and repair services for Digester Gas Compressor No. 9; and

WHEREAS: Upon request Ingersoll Rand submitted the following quotes:

| | |
|---------------------|--------------------|
| Gasket Repair | \$ 9,374.00 |
| Valve Rebuild | \$38,528.00 |
| Bearing Replacement | \$19,943.00 |
| Belt Set | \$ 1,976.49 |
| Total | \$69,821.49 |
| ; and | |

WHEREAS: These parts and services will bring the total monies payable to Ingersoll-Rand for fiscal year 2014-2015 to \$99,229.51; and

WHEREAS: The Treatment Plant Superintendent, Superintendent of Mechanical Maintenance, and staff recommend authorization for these parts and services, and further request an additional \$4,000.00 to cover one (1) preventive maintenance inspection through June 30, 2015; and

WHEREAS: Board approval is required on services over \$35,000.00.

ITEM NO. 21

REPORT ON BIDS RECEIVED FOR IN-PLANT MECHANICAL MAINTENANCE SERVICES

WHEREAS: Formal bids were advertised and solicited for the In-plant Mechanical Maintenance Services at the Bird Island Wastewater Treatment Plant and Outlying Stations. The following bids were received and opened on March 23, 2015:

| | |
|---------------------------|--------------|
| Mollenberg-Betz Co., Inc. | \$313,726.71 |
| Quackenbush Company, Inc. | \$328,357.05 |

; and

WHEREAS: The bids were received and the contract will be awarded on the basis of unit prices applied to a historical hours indicator. The bids reflect a representative amount and the contract will be awarded on not-to-exceed value; and

WHEREAS: The Buffalo Sewer Authority's staff reviewed the bids and recommend awarding the contract to the lowest bidder, Mollenberg-Betz, at a yearly cost not to exceed \$600,000.00.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to enter into and execute a contract with Mollenberg-Betz, for in-plant mechanical services to be performed at the Bird Island Treatment Plant as well as the outlying pump stations for a period of one (1) year beginning July 1, 2015, with an option to renew for two (2) additional one-year periods if agreeable to both parties, at a cost not to exceed \$600,000.00. Expenses for this contract will be charged to account no. 02000392-490740.

MOTION TO APPROVE

MADE BY MR. ROOSEVELT

2ND BY MS. WILSON-DIVINCENZO

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 22

REPORT ON BIDS RECEIVED FOR IN-PLANT STEAM MAINTENANCE SERVICES

WHEREAS: Formal bids were advertised and solicited for In-plant Steam Maintenance Services at the Bird Island Wastewater Treatment Plant and Outlying Stations. The following bids were received and opened on March 23, 2015:

| | |
|---------------------------|-------------|
| Mollenberg-Betz Co., Inc. | \$86,720.77 |
| Quackenbush Company, Inc. | \$91,320.54 |

; and

WHEREAS: The bids were received and the contract will be awarded on the basis of unit prices applied to a historical hours indicator. The bids reflect a representative amount and the contract bids will be awarded on not-to-exceed value; and

WHEREAS: The Buffalo Sewer Authority's staff reviewed the bids and recommend awarding the contract to the lowest bidder, Mollenberg-Betz, at a yearly cost not to exceed \$150,000.00.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to enter into and execute a contract with Mollenberg-Betz, for in-plant steam services to be performed at the Bird Island Treatment Plant as well as the outlying pump stations for a period of one (1) year beginning July 1, 2015, with an option to renew for two (2) additional one-year periods if agreeable to both parties, at a cost not to exceed \$150,000.00. Expenses for this contract will be charged to account no. 02000393-490740.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 24

CHANGE ORDER NO. 6 – CONTRACT NO. 85100038

| | | |
|-----------------------------|------------------------|--------------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$640,825.00 |
| Nova Site Company, LLC | PREVIOUS CHANGE ORDERS | 1,165,000.00 |
| 6 Lena Court | THIS CHANGE ORDER | <u>(89,526.91)</u> |
| West Seneca, New York 14224 | ADJUSTED CONTRACT COST | \$1,716,298.09 |

WORK: Miscellaneous System Wide Sewer Repairs

DESCRIPTION OF CHANGE OR EXTRA WORK:

Item #1 Decrease contract in amount of \$89,526.91.

REASON FOR CHANGE OR EXTRA WORK:

Item #1 Additional repair work previously identified not required under this contract.

COST OF CHANGE OR EXTRA WORK:

Item #1 \$89,526.91

THE TOTAL COST OF THE CHANGE OR EXTRA WORK \$89,526.91

The total DECREASE to the contract as a result of this Change Order is \$89,526.91

CONTRACT SUPPLEMENT CONDITIONS:

1. The contract completion date established in the original contract or as modified by previous contract supplements is hereby changed by 0 calendar days, making the final completion date unchanged.
2. Any additional work to be performed under this contract supplement shall be carried out in compliance with the specifications included in the preceding description of changes involved with the supplemental contract drawings designated none and under the provisions of the original contract, including compliance with applicable equipment specifications, general specifications, and project specifications for the same type of work.
3. This contract supplement unless otherwise provided herein does not relieve the Contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The Contractor expressly agrees that he will place under coverage of his performance and payment bonds and Contractor's Insurance all work covered by this contract supplement. The

ITEM NO. 26

CHANGE ORDER NO. 2 – CONTRACT NO. 81400011

| | | |
|----------------------------------|------------------------|-----------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$70,000.00 |
| Watts Architecture & Engineering | PREVIOUS CHANGE ORDER | 11,000.00 |
| 95 Perry Street, Suite #300 | THIS CHANGE ORDER | <u>5,800.00</u> |
| Buffalo, New York 14203 | ADJUSTED CONTRACT COST | \$86,800.00 |

WORK: Green Infrastructure Betterment as part of Genesee Street Gateway Project

DESCRIPTION OF CHANGE OR EXTRA WORK:

Item #1 Infiltration tests

REASON FOR CHANGE OR EXTRA WORK:

Item #1 Tests were required to verify efficacy of green infrastructure.

COST OF CHANGE OR EXTRA WORK:

Item #1 \$5,800.00

THE TOTAL COST OF THE CHANGE OR EXTRA WORK \$5,800.00

The total INCREASE to the contract as a result of this Change Order is \$5,800.00

NOW THEREFORE

BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby approves Change Order No. 2 to Contract No. 81400011 as written in the above Agenda Item, increasing the contract cost in the amount of \$5,800.00, making the adjusted contract cost \$86,800.00.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 27

CHANGE ORDER NO. 10 – CONTRACT NO. 84900006

| | | |
|------------------------------|------------------------|---------------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$1,175,000.00 |
| Malcolm Pirnie, Inc. | PREVIOUS CHANGE ORDERS | \$3,564,267.46 |
| 50 Fountain Plaza, Suite 600 | THIS CHANGE ORDER | <u>\$100,000.00</u> |
| Buffalo, New York 14202 | ADJUSTED CONTRACT COST | \$4,839,267.46 |

WORK: Long Term Control Plan Water Quality and Sewer System Modeling and Monitoring
Professional Services

WHEREAS: On May 21, 2008, the Board of the Buffalo Sewer Authority authorized the General Manager to execute an agreement with Malcolm Pirnie, Inc., to assist with design, planning, and modeling efforts to define the extent of the water quality and sewer system monitoring and modeling per negotiations with the United States Environmental Protection Agency (USEPA), United States Department of Justice, and the New York State Department of Environmental Conservation (NYSDEC) at a cost of \$1,175,000.00; and

WHEREAS: The Buffalo Sewer Authority received approval of its Long Term Control Plan (LTCP) to address combined sewer overflows from USEPA and NYSDEC on March 18, 2014; and

WHEREAS: Additional hydraulic modeling and Green Infrastructure Implementation is required in concurrence with the USEPA integrated watershed planning approach to address wet weather concerns; and

WHEREAS: The following tasks have been identified as being necessary to complete work:

| | |
|------------|--------------------------------|
| Task No. 1 | Additional Hydraulic Modeling |
| Task No. 2 | GI Master Plan Phase 1 |
| Task No. 3 | LTCP Implementation Assistance |

; and

WHEREAS: Upon request, Malcolm Pirnie, Inc., has submitted a proposal to complete these tasks at a cost not to exceed \$100,000.00; and

WHEREAS: The General Manager recommends approval of Change Order No. 10 to
Contract No. 84900006.

ITEM NO. 28

CHANGE ORDER NO. 1 – CONTRACT NO. 81400007

| | | |
|---------------------------|------------------------|-------------------|
| CONTRACTOR: | ORIGINAL CONTRACT COST | \$931,380.00 |
| Visone Construction, Inc. | PREVIOUS CHANGE ORDER | n/a |
| 79 Sheldon Avenue | THIS CHANGE ORDER | <u>249,458.73</u> |
| Depew, NY 14043 | ADJUSTED CONTRACT COST | \$1,180,838.73 |

WORK: Swan Trunks Improvements SPP 206 A&B Modifications Project

DESCRIPTION OF CHANGE OR EXTRA WORK:

- Item #1 Removal of Contaminated Excess Soil
- Item #2 Redesign of Diversion Chamber
- Item #3 Removal of Asbestos Concrete Pipe
- Item #4 Unused Quantities

REASON FOR CHANGE OR EXTRA WORK:

- Item #1 After construction commenced, it was found that the site was covered under a Site Management Plan which required all existing soil to be removed from the site and disposed of at a hazardous waste disposal site once it was disturbed.
- Item #2 The original chamber design transferred weight to a pre-cast culvert and the Swan Trunk. This design was determined to be inadequate.
- Item #3 An existing sanitary sewer which interfered with the work and therefore needed to be removed was determined to be made from Asbestos Concrete Pipe rather than Reinforced Concrete Pipe as was shown on drawings.
- Item #4 For certain bid items, fewer units were required to complete the work than were allotted in the contract.

COST OF CHANGE OR EXTRA WORK:

| | |
|---------|---------------|
| Item #1 | \$171,890.28 |
| Item #2 | \$96,200.11 |
| Item #3 | \$4,157.55 |
| Item #4 | (\$22,789.21) |

THE TOTAL COST OF THE CHANGE OR EXTRA WORK
\$249,458.73

The total INCREASE to the contract as a result of this Change Order is \$249,458.73

CONTRACT SUPPLEMENT CONDITIONS:

1. The contract completion date established in the original contract or as modified by previous contract supplements is hereby changed by 170 calendar days, making the final completion date May 15, 2015.
2. Any additional work to be performed under this contract supplement shall be carried out in compliance with the specifications included in the preceding description of changes involved with the supplemental contract drawings designated GPI Sheets 1 and 2 and under the provisions of the original contract, including compliance with applicable equipment specifications, general specifications, and project specifications for the same type of work.
3. This contract supplement unless otherwise provided herein does not relieve the Contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The Contractor expressly agrees that he will place under coverage of his performance and payment bonds and Contractor's Insurance all work covered by this contract supplement. The Contractor will furnish to the Owner evidence of increased coverage of his performance and payment bonds for the accrued value of all contract supplements that exceeds the original contract price by twenty percent (20%).
5. The costs established under this contract supplement are acknowledged as including any and all costs associated with the work described herein and including any and all costs associated with any and all work performed or to be performed by the Contractor that may be affected in any manner by the work described herein.

ITEM NO. 29

CONTRACT WITH BUFFALO NIAGARA RIVERKEEPER FOR COMMUNITY WATER QUALITY EDUCATION AND OUTREACH SERVICES

- WHEREAS: On March 18, 2014, the United States Environmental Protection Agency and New York State Department of Environmental Conservation issued an Amended Administrative Order approving the Buffalo Sewer Authority's (BSA's) Combined Sewer Overflow Long Term Control Plan (LTCP), including the Green Infrastructure Master Plan (GIMP); and
- WHEREAS: The BSA's Combined Sewer Overflow and Municipal Separated Stormwater System permits require the BSA to implement education and outreach efforts to help the community understand the relationship between stormwater runoff, the BSA's collection system and water quality; and
- WHEREAS: BSA issued a request for proposals from community based organizations with the experience, expertise and capability of partnering with the Authority to improve water quality through public education and engagement; and
- WHEREAS: Buffalo Niagara RIVERKEEPER, submitted a timely and responsive bid to the RFP and BSA, in reliance upon Consultant's representations in their response to the RFP, has identified Consultant as the most qualified respondent to deliver the services subject to strict compliance with all Federal, State, and local laws and regulations; and
- WHEREAS: Upon request, RIVERKEEPER prepared a proposal at a cost not to exceed \$150,000 to provide education and outreach services including support for the BSA's Rain Check downspout disconnection/rain barrel program, a fall shoreline clean up and ongoing community outreach and engagement; and
- WHEREAS: The General Manager, Principal Engineer and staff reviewed the proposal and recommend this service; and
- WHEREAS: Board approval is required on services over \$35,000.00.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Sewer Authority hereby authorizes the General Manager to enter into a contract with Buffalo Niagara RIVERKEEPER in the amount not to exceed \$150,000 for water quality education and engagement services in support of the Long Term Control Plan, Combined Sewer Overflow, and Separate Sanitary Sewer System permits.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 30

REPORT ON BIDS RECEIVED - PURCHASE OF NEW AND UNUSED RESIDENTIAL RAIN BARRELS

WHEREAS: Formal Bids were advertised and solicited for the Purchase of New and Unused Residential Rain Barrels; and

WHEREAS: The following bid was received and opened by the Buffalo Sewer Authority Purchase Department on April 7, 2015:

| Vendor | OPTION 1 QUANTITY 500 | | OPTION 2 QUANTITY 1,500 | | OPTION 3 QUANTITY 2,500 | |
|--|---|----------------|---|----------------|---|----------------|
| | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Rain Grid, Inc. | \$229.00 Mfg: RainGrid Model: RiverSafe Gallons: 132 | \$114,500.00 | \$229.00 Mfg: RainGrid Model: RiverSafe Gallons: 132 | \$343,500.00 | \$234.00 Mfg: RainGrid Model: RiverSafe Gallons: 132 | \$585,000.00 |
| The Great American Rain Barrel Company | NO RESPONSE | | NO RESPONSE | | NO RESPONSE | |
| Up-Cycle Products, Inc. | NO RESPONSE | | NO RESPONSE | | NO RESPONSE | |
| Snow Fighting Equipment and Consultants of Buffalo, Inc. | NO BID | | NO BID | | NO BID | |

; and

WHEREAS: The Principal Sanitary Engineer, General Counsel, and staff have reviewed the bids received and recommend an award to the lowest responsible bidder, Rain Grid, Inc., for the purchase of rain barrels at a Unit Price of \$229.00 for a not to exceed amount of \$360,675.00 based upon delivery loads.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to enter into and execute a contract with Rain Grid, Inc., for the purchase of new and unused residential rain barrels for a total cost not to exceed \$360,675.00. This purchase will be charged to account number 02000395-474100.

MOTION TO APPROVE

MADE BY MR. ROOSEVELT

2ND BY MS. WILSON-DIVINCENZO

AYES 3 0

Board Meeting of May 6, 2015

ITEM NO. 31

REPORT ON BIDS RECEIVED - CSO NO. 26 SEWER SEPARATION PROJECT

WHEREAS: Formal bids were advertised and solicited for the CSO No. 26 Sewer Separation Project. The following bids were received and opened by the Buffalo Sewer Authority on Thursday, April 30, 2015 at 11:00 AM:

| Contractor | Bid |
|---------------------------|----------------|
| Mark Cerrone, Inc. | \$1,996,500.00 |
| Kandey Co. | \$2,137,125.00 |
| Novasite Company | \$2,346,189.00 |
| Visone Construction, Inc. | \$2,348,689.00 |

; and

WHEREAS: The proposals were received and the contract will be awarded on the basis of unit bid and lump sum prices. The bids do not reflect the true amount of the contract; and

WHEREAS: The Buffalo Sewer Authority's consultant, CRA Infrastructure & Engineering, Inc., reviewed the proposals and recommends awarding this contract to the apparent low bidder, Mark Cerrone, Inc.; and

WHEREAS: The Principal Sanitary Engineer and staff concur with the recommendation provided by CRA Infrastructure & Engineering, Inc., to award the contract to the lowest responsible bidder, Mark Cerrone, Inc.

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby authorizes the General Manager to enter into and execute a contract with Mark Cerrone, Inc., for the CSO No. 26 Sewer Separation Project at a cost not to exceed \$1,996,500.00. Expenses for this contract shall be charged to account no. 02000394-490740.

MOTION TO APPROVE
MADE BY MR. ROOSEVELT
2ND BY MS. WILSON-DIVINCENZO
AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 32

INFORMATIVE: PUBLIC NOTICE - STORMWATER ANNUAL REPORT (APRIL 2014 - MARCH 2015)

New York State's MS4 SPDES Permit, Section 2e: Public Involvement/Participation requires that the Buffalo Sewer Authority present the draft annual report at a meeting that is open to the public, where the public attendees are able to ask questions about and make comments on the report.

The Buffalo Sewer Authority will have the Annual Stormwater Report at their City Hall Office, Room 1038, Buffalo, New York, from 9:00 a.m. to 12:00 p.m. on Friday, May 08, 2015.

The Stormwater Annual Report for April 2014 – March 2015 will be completed and submitted after the public review and comment period.

This item is presented to the Board for their information to be acknowledged and received and filed.

RECEIVE & FILE

Board Meeting of May 6, 2015

ITEM NO. 33

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from Alessio Alagna, a permanent Laborer I, for an unpaid leave of absence. Mr. Alagna has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning April 27, 2015, and he has requested this unpaid leave of absence for the duration of his probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Mr. Alagna's request for an unpaid leave of absence for the duration of his probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants Alessio Alagna an unpaid leave of absence beginning April 27, 2015, and extending until the end of his probationary period.

MOTION TO APPROVE
MADE BY MS. WILSON-DIVINCENZO
2ND BY MR. ROOSEVELT
AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 34

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from Frank DiLeo Jr, a permanent Laborer II, for an unpaid leave of absence. Mr. DiLeo Jr. has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning April 27, 2015, and he has requested this unpaid leave of absence for the duration of his probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Mr. DiLeo Jr.'s request for an unpaid leave of absence for the duration of his probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants Frank DiLeo Jr. an unpaid leave of absence beginning April 27, 2015, and extending until the end of his probationary period.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 35

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from William Snyder, a permanent Laborer II, for an unpaid leave of absence. Mr. Snyder has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning April 27, 2015, and he has requested this unpaid leave of absence for the duration of his probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Mr. Snyder's request for an unpaid leave of absence for the duration of his probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants William Snyder an unpaid leave of absence beginning April 27, 2015, and extending until the end of his probationary period.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 36

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from Danielle Cronin-Nicolosi, a permanent Clerk, for an unpaid leave of absence. Ms. Cronin-Nicolosi. has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning May 1, 2015 and she has requested this unpaid leave of absence for the duration of her probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Ms. Cronin-Nicolosi's request for an unpaid leave of absence for the duration of her probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants Danielle Cronin-Nicolosi an unpaid leave of absence beginning May 1, 2015, and extending until the end of her probationary period.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 37

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from Conor Morrison, a permanent Maintenance Assistant (Sewer Cleaning), for an unpaid leave of absence. Mr. Morrison has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning May 1, 2015, and he has requested this unpaid leave of absence for the duration of his probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Mr. Morrison's request for an unpaid leave of absence for the duration of his probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants Conor Morrison. an unpaid leave of absence beginning May 1, 2015, and extending until the end of his probationary period.

MOTION TO APPROVE

MADE BY MR. ROOSEVELT

2ND BY MS. WILSON-DIVINCENZO

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 38

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from Clayton Maynard, a permanent Laborer I, for an unpaid leave of absence. Mr. Maynard has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning May 1, 2015 and he has requested this unpaid leave of absence for the duration of his probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Mr. Maynard's request for an unpaid leave of absence for the duration of his probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants Clayton Maynard an unpaid leave of absence beginning May 1, 2015, and extending until the end of his probationary period.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 39

REQUEST FOR LEAVE OF ABSENCE

WHEREAS: The Buffalo Sewer Authority has received a request from Mark Blake, a permanent Laborer II, for an unpaid leave of absence. Mr. Blake has accepted a position as a Buffalo Firefighter with the City of Buffalo Fire Department beginning May 1, 2015 and he has requested this unpaid leave of absence for the duration of his probationary period; and

WHEREAS: The General Manager has reviewed this request and recommends approval of Mr. Blake's request for an unpaid leave of absence for the duration of his probationary period.

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority hereby grants Mark Blake an unpaid leave of absence beginning May 1, 2015, and extending until the end of his probationary period.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 40

AMENDMENT TO SCHEDULE OF JOB CLASSIFICATION PLAN

WHEREAS: There is a need to modify the Job Classification Plan

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority approves the addition of the following position to Job Classification Plan:

One (1) Equipment Operator 00670161 411001

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 41

AMENDMENT TO SCHEDULE OF JOB CLASSIFICATION PLAN

WHEREAS: There is a need to modify the Job Classification Plan

NOW THEREFORE
BE IT RESOLVED: That the Board of the Buffalo Sewer Authority approves the addition of the following position to Job Classification Plan:

One (1) Sanitary Chemist 00510151 411001

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 42

CONFIRMATION OF APPOINTMENTS

SHIFT SUPERINTENDENT (PERMANENT)
SEWAGE TREATMENT PLANT
\$73,457 PER ANNUM
EFFECTIVE: APRIL 20, 2015

ALEXANDER EMMERSON
108 NORTH DRIVE
BUFFALO, NY

SHIFT SUPERINTENDENT (PERMANENT)
SEWAGE TREATMENT PLANT
\$73,457 PER ANNUM
EFFECTIVE: APRIL 20, 2015

DOUGLAS RUISI
188 LAVERACK AVE.
BUFFALO, NY

WASTEWATER TREATMENT PLANT OPERATOR II (PERMANENT)
SEWAGE TREATMENT PLANT
\$21.63 PER HOUR
EFFECTIVE: APRIL 20, 2015

DANIEL O'SULLIVAN
163 HARDING
BUFFALO, NY

WASTEWATER TREATMENT PLANT OPERATOR II (PERMANENT)
SEWAGE TREATMENT PLANT
\$21.63 PER HOUR
EFFECTIVE: APRIL 20, 2015

PETER CICERO
417 COLVIN AVENUE
BUFFALO, NY

WASTEWATER TREATMENT PLANT OPERATOR II (PERMANENT)
 SEWAGE TREATMENT PLANT
 \$21.63 PER HOUR
 EFFECTIVE: APRIL 20, 2015

MARK LEWANDOWSKI
 7 COBURG
 BUFFALO, NY

WASTEWATER TREATMENT PLANT OPERATOR II (PERMANENT)
 SEWAGE TREATMENT PLANT
 \$22.32 PER HOUR
 EFFECTIVE: APRIL 20, 2015

SALVATORE FALZONE
 248 PARKHURST
 BUFFALO, NY

ADMINISTRATIVE ASSISTANT (CONTINGENT-PERMANENT)
 CITY HALL ADMINISTRATION
 \$60, 210 PER ANNUM
 EFFECTIVE: APRIL 28, 2015

KATHLEEN BEENY
 75 BRIGGS
 BUFFALO, NY

WHEREAS: The preceding appointments were made by the General Manger since the last Board Meeting; and

WHEREAS: The General Manager requests confirmation of each appointment.

NOW THEREFORE
 BE IT RESOLVED: That the preceding appointments are hereby confirmed by the Board of the Buffalo Sewer Authority

| | |
|--------------------|------------------------------|
| MOTION TO | <u>APPROVE</u> |
| MADE BY | <u>MS. WILSON-DIVINCENZO</u> |
| 2 ND BY | <u>MR. ROOSEVELT</u> |
| AYES | <u>3</u> NOES <u>0</u> |

Board Meeting of May 6, 2015

ITEM NO. 43

TUITION REIMBURSEMENT

WHEREAS: In accordance with the Agreements between the Buffalo Sewer Authority and CSEA Local 815 and the Communications Workers of America, the following Buffalo Sewer Authority employees have applied for Tuition Reimbursement:

| <u>EMPLOYEE</u> | <u>SCHOOL</u> | <u>COURSE</u> | <u>TUITION%</u> | <u>REIMBURSEMENT TOTAL</u> |
|-------------------|-------------------------|---|-----------------|--------------------------------|
| Salvatore Falzone | American Safety Council | Motor Vehicle Accident Prevention Course | 100% | \$34.90 |
| Yusef Myrick | Medaille College | Management & Leadership | 90% | \$2,732.40 |
| Yusef Myrick | Medaille College | Organizational Development & Transformation | 90% | \$2,732.40 |

NOW THEREFORE
BE IT RESOLVED:

That the Board of the Buffalo Sewer Authority hereby approves the above applications for Tuition Reimbursements totaling \$5,499.70. These Reimbursements will be charged to account no. 00820102-421026.

MOTION TO APPROVE

MADE BY MS. WILSON-DIVINCENZO

2ND BY MR. ROOSEVELT

AYES 3 NOES 0

Board Meeting of May 6, 2015

ITEM NO. 44

ADJOURNMENT OF MEETINGMOTION TO APPROVE MADE BY MS. WILSON-DIVINCENZO 2ND BY MR. ROOSEVELT AYES 3 NOES 0

Board Meeting of May 6, 2015