

**MONROE COUNTY WATER AUTHORITY  
REGULAR MEETING**

**THURSDAY, July 14, 2022 ~ 9:00 a.m.**

**AV Conference Room**

**General Offices, 475 Norris Drive, Rochester, New York**

Roll Call

Pledge of Allegiance

**#22-123** Approve minutes of the Authority's Regular Meeting, held on Thursday, June 9, 2022.

Moved By:

Seconded By:

Voice Vote:

**#22-124** Accept list of disbursements on check registers dated June 1, June 8, June 15, June 22, and June 29, 2022, which were forwarded to the Authority Members for their review.

Moved By:

Seconded By:

Voice Vote:

**#22-125** Accept Purchase Order List of materials and supplies for the period June 1, 2022 through July 1, 2022 in the amount of \$471,770.54.

Moved By:

Seconded By:

Voice Vote:

**COMMUNICATIONS/NOTIFICATIONS**

**#22-126** Confirm the following personnel appointment pending approval and pursuant to the Rules and Regulations of the Monroe County Civil Service Commission:  
Appointment of Victor Bugenhagen to the title of Laborer, at hourly rate of \$18.73, effective July 18, 2022.

Moved By:

Seconded By:

Roll Call Vote:

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**#22-127** Confirm the following personnel appointment pending approval and pursuant to the Rules and Regulations of the Monroe County Civil Service Commission:  
Appointment of Shane Pease to the title of Laborer, at an hourly rate of \$18.73 effective July 25, 2022.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-128** Confirm the following personnel appointment pending approval and pursuant to the Rules and Regulations of the Monroe County Civil Service Commission:  
Appointment of Frederick Yager IV to the title of Automotive Mechanic, at an hourly rate of \$25.05, effective July 18, 2022.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-129** Confirm the following personnel appointment pending approval and pursuant to the Rules and Regulations of the Monroe County Civil Service Commission:  
Provisional Appointment of Brendan Mulcahy to the title of Engineering Technician, at an hourly rate of \$28.39, effective August 8, 2022.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-130** Confirm the following personnel appointment pending approval and pursuant to the Rules and Regulations of the Monroe County Civil Service Commission:  
Promotional Appointment of Megan Pieper to the title of Office Clerk III, at an hourly rate of \$25.78, effective July 18, 2022.

Moved By:  
Seconded By:  
Roll Call Vote:

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**#22-131** Authorize the award of a contract for **Dumpster Service** at Water Authority Facilities from the low responsive, responsible bidder, **Waste Management** in the estimated annual amount of \$20,000. This is a one-year contract with option to renew for up to four additional one-year terms upon mutual consent.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-132** Authorize the purchase of various **Square D™ by Schneider Electric electrical equipment and materials** from **Kaman Automation, Inc.** under the terms of Monroe County Contract No. 0509-21 for Square D Products, for an estimated total amount of \$200,000 through the contract term ending May 31, 2023.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-133** Authorize the award of the **Shoremont West 1 Water Treatment Plant Phase 2 Improvements** contract to the low responsive, responsible bidder **Crane-Hogan Structural Systems Inc.** for the bid amount of \$5,078,000.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-134** Authorize the Executive Director to enter into a professional services agreement with **Arcadis** of New York for the **Service Material Inventory Services Project** for the budget amount of \$300,000.

Moved By:  
Seconded By:  
Roll Call Vote:

**#22-135** Authorize the award of a unit price contract for **Watts 1” and 2” Bronze Lead-Free RPZ’s** to the low responsive, responsible bidder, **VP Supply Corp.** for a one year term with the option to renew for up to four additional one-year periods upon mutual consent.

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Moved By:  
Seconded By:  
Roll Call Vote:

- #22-136** Authorize a Professional Service agreement with **Occupational Safety On Site Inc.** to provide annual on-site medical exams, pulmonary function tests, fit tests, respiratory medical exams and self-contained breathing apparatus exams at an estimated annual cost of \$7,795. The agreement is for two (2) years, with the option to extend up to three (3) one-year terms upon mutual consent.

Moved By:  
Seconded By:  
Roll Call Vote:

- #22-137** Adopt MCWA Prohibited Contractor List, updated 6/3/2022, as issued by MCWA Ethics Board

Moved By:  
Seconded By:  
Roll Call Vote:

- #22-138** This Settlement Agreement and General Release of All Claims (“Agreement”) dated as of July \_\_, 2022 (the “Effective Date”), is made and entered into by and between **MONROE TRACTOR & IMPLEMENT CO., INC.**, a New York corporation with offices at 1001 Lehigh Station Rd., Henrietta, NY 14467 (“Settlor”) and the **MONROE COUNTY WATER AUTHORITY**, a public benefit corporation with offices at 475 Norris Dr., Rochester, NY 14610 (the “Authority”). Settlor and the Authority may each hereafter be referred to as a “Party,” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Authority rented from Settlor a Case CX350D excavator (the “Excavator”) for use by the Authority; and

**WHEREAS**, an employee of the Authority operated the Excavator in performing an Authority project, and the bucket of the Excavator folded into the cab of the Excavator, damaging the Excavator (the “Incident”); and

**WHEREAS**, Settlor has requested that the Authority pay to repair the Excavator, but not any other damages or consequential damages concerning the Incident, such as lost rental value of the Excavator during the period of its repair, such repair (including but not limited to parts, labor, shipping and handling, and crating) totaling \$31,841.05 (the “Claim”); and

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**WHEREAS**, the Parties wish to settle and release the Claim and any other claims Settlor may have against the Authority.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Settlor and the Authority agree as follows:

1. **PAYMENT OF SETTLEMENT FUNDS.** Within thirty (30) days of the full execution of this Agreement, the Authority shall pay Settlor the sum of **Thirty-One Thousand Eight-Hundred and Forty-One and 05/100 Dollars (\$31,841.05)** in consideration for entering into this Agreement, to settle the Claim in full, and to release all claims of Settlor against the Authority.

2. **RELEASE OF THE AUTHORITY BY SETTLOR.** Settlor, on behalf of itself and its former, current, and future officers, employees, members, affiliated corporations, agents, attorneys, heirs, and devisees and any successors and/or assigns of any of the foregoing, hereby releases and forever discharges the Authority, its former, current, and future officers, employees, members, affiliated corporations, agents, attorneys, heirs, and devisees and any successors and/or assigns of any of the foregoing, from any and all actions, claims, causes of action, counterclaims, liabilities, damages, and demands whatsoever, and any claims past or present, whether known or unknown, asserted or unasserted, foreseen or unforeseen, liquidated or unliquidated, in tort, contract, or otherwise, arising from or relating to any and all matters, facts, events, occurrences, causes, or any other things whatsoever, from the beginning of time to the Effective Date, including, without limitation, all claims, whether known or unknown, and whether asserted or not, causes of action, and counterclaims which were alleged, which could have been alleged or which were at issue either directly or indirectly in connection with the Claim.

3. **NO ADMISSION OF LIABILITY.** The undersigned acknowledge and agree that the matters set forth in this Agreement constitute a settlement and compromise of disputed claims and that this Agreement is not an admission or evidence of any liability regarding any claim. The Authority specifically disclaims and denies any liability or wrongdoing whatsoever with respect to the Claim and enters into this Agreement solely to avoid the further expense, inconvenience, burden and uncertainty of litigation.

4. **CONFIDENTIALITY.** Settlor agrees that neither it nor its successors, assigns, attorneys, agents, heirs, employees, and devisees will disclose the existence or terms of this Agreement except to its attorneys or as required by law. Settlor acknowledges that confidentiality is a material part of this the Agreement, notwithstanding any disclosure that may be required by the Authority by law, and any disclosure by Settlor in violation of this confidentiality clause shall be deemed an automatic breach of this Agreement.

5. **AUTHORITY.** Each Party represents and warrants to the other Party that the person executing this Agreement on its behalf has full authority and capacity to execute this Agreement and to give the releases and other promises contained herein.

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6. **GOVERNING LAW; VENUE AND WAIVER OF TRIAL BY JURY; AND PREVAILING PARTY FEES.** THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK, EXCLUSIVE OF ITS CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED IN MONROE COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NEW YORK, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT SUCH A FORUM IS IMPROPER OR INCONVENIENT. IN THE EVENT A PARTY BRINGS AN ACTION TO ENFORCE THIS AGREEMENT, THE LOSING PARTY SHALL PAY THE PREVAILING PARTY ITS REASONABLE ATTORNEYS' FEES AND COSTS.

7. **JOINT DRAFTING.** This Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against either Party because such provision or any other provision of the Agreement is purportedly prepared or requested by such Party.

8. **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument signed by both Settlor and the Authority.

9. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible in order to effectuate the intent of this Agreement; and if such provision shall be wholly invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Moved By:  
Seconded By:  
Roll Call Vote:

#22-139      The Members of the Authority expressly make the following determination for all awards of Procurement Contracts made during this meeting: (i) the proposed awardee has been found to be responsible; (ii) the proposed awardee complied with the State Finance Law provisions regarding Permissible Contacts (as defined in the Authority's Procurement Disclosure Policy); (iii) the proposed awardee has (or will prior to the final award being

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effective) complied with the State Finance Law provisions that require disclosure of all information required to be in the Authority's Solicitation Materials (as such term is defined in the Authority's Procurement Disclosure Policy); and (iv) the procurement process did not involve conduct that is prohibited by the Public Officers Law, the Authority's Procurement Disclosure Policy, and the Authority's Code of Ethics and Conflict of Interest Policies.

Moved By:

Seconded By:

Roll Call Vote: