



# Memorandum

To: Board Members

Date: July 5, 2018

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, July 12, 2018 9:30 a.m.**  
**at 475 Norris Drive – Board Room**

---

## **Agenda Items:**

1. The Authority's Compensation Committee met on June 28, 2018 and with their consideration and recommendation there is a resolution on the agenda for the following:
  - Forwarding of staff recommendation to fill the vacant Director of Finance and Business Services position.

2. Personnel Items:

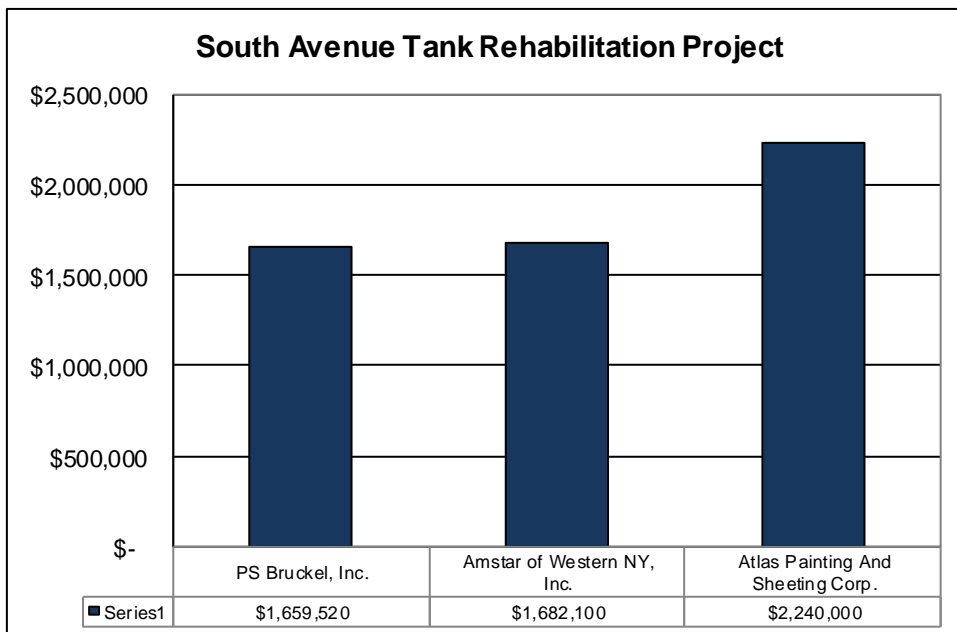
There are resolutions on this agenda to confirm the following four (4) new hire appointments. Recommendation memorandums for each of these appointments and their applications are enclosed for Board review:

- Appointment of Timothy Murphy, Jr. to the title of Heavy Motor Equipment Operator
- Appointment of Paul Liess, Jr. to the title of Director of Finance and Business Services
- Appointments of Tamara Blanchard and Megan Pieper, both to the title of Office Clerk IV – in the Customer Service section of the Finance and Business Services (F/BS) Department

There is a resolution on this agenda to confirm the following provisional appointment. Recommendation memorandum for this item is enclosed for Board review:

- Provisional Appointment of Tamara Coyne to the title of Assistant Credit Manager – in the Customer Service section of the F/BS Department

3. There is an item on the agenda to authorize executing a Joint Services Agreement with the County of Monroe, for mutual assistance on an as-needed basis, whereby the County provides services in lawn mowing certain MCWA properties, and the Authority provides services in water main repair and maintenance of existing water supply systems in County Parks, for an initial one-year term with the option to extend for up to four additional one-year terms upon mutual consent.
4. There is an item on the agenda to award a contract for the South Avenue Tank Rehabilitation project. This project includes the rehabilitation and recoating of the interior and exterior of the 1.0 million gallon South Avenue elevated water storage tank located at 1075 Webster Road in the Village of Webster. There were 4 bids submitted, however the lowest bid was rejected due to confirmed errors in their bid and the second lowest bidder was determined to be non-responsible for failure to meet the experience or qualifications required. Therefore, our recommendation is to award this work to the low responsive, responsible bidder, Amstar of Western New York, Inc. in the bid amount of \$1,682,100. Amstar of Western New York, Inc. has successfully completed work for the Authority in the past. Bid results shown on next page.



5. There is an item on the agenda to authorize a change order to the purchase order for rock salt for the Corfu Water Treatment Plant softening process. Our current purchase order ends in July and bids received this month had to be rejected due to a bidder's error. This procurement is being rebid.
6. There is an item on the agenda to authorize the use of the Monroe County contract for Overhead & Garage Door Maintenance & Repair. This contract, held by Alliance Door & Hardware, Inc., will enable us to leverage their outside technical assistance and obtain materials and replacement parts. The authorization is for an estimated amount of \$20,000.
7. There are three (3) resolutions on the agenda for purchasing various Dell computers under the NYS OGS Contract Group 73600 – Award 22802 – Information Technology Umbrella Contract #PM20820 – Manufacturer Based, Dell Marketing LP, Lot 2. The requested equipment is fully outlined in Gregory Jablonsky's recommendation memorandum enclosed herewith for Board review.
8. There is an item on the agenda to standardize on Hydro Instruments Vacuum Regulators for our gaseous chemical (chlorine and sulfur dioxide) systems. The next planned purchase of this class of equipment will be this summer for nine units for the emergency back-up system for the SWTP chlorination system with a cost of approximately \$8,500.  
  
Staff has conducted a thorough, extensive review and determined that Hydro Instruments provides the most durable and safest vacuum regulators for the reasons detailed in the enclosed memorandum from Richard Metzger.
9. The Authority's standard procurement compliance resolution.

**GOVERNANCE COMMITTEE REPORTING**

10. The Authority's Governance Committee met on June 28, 2018, and with their review and recommendation there are resolutions for the following policies, all enclosed for full Board review:

- Approve the Policy Regarding Acquisition and Assignment of Mobile Communications Devices, as revised and presented.
- Approve the Travel and Expense Reimbursement Policy, as revised and presented.
- Readopt the Whistleblower Policy, as presented.
- Readopt the Policy Regarding Service Awards Program, as presented.
- Readopt the Food Expenditure and Reimbursement Policy, as presented.
- Readopt Policy Regarding Time & Attendance for Management Employees / Policy Regarding Compensation and Reimbursement for Management Employees.
- Approve the Policy Regarding Time & Attendance for Executive Staff / Policy Regarding Compensation and Reimbursement for Executive Staff, as revised and presented.

***There may be additional items placed on the agenda not finalized for this mailing.***

**Board Discussion / Notification Items:**

- There will be a presentation to the Board at this meeting on the **Infrastructure Renewal Evaluation** ("100 Year Plan"), as updated in 2018. This report, prepared by the Authority's Consulting Engineer, O'Brien & Gere Engineers (OBG), will be presented by Terrence Madden of OBG.
- Richard Metzger and I will give a brief overview on rate-setting protocols.
- Notification of proposed recipients of Requests for Qualifications and Proposals (RFQ/Ps) to perform training instruction services in Cardiopulmonary Resuscitation, Automated External Defibrillator, Preventing Disease Transmission and First Aid Training for those employees that have elected to take this training.
- Notification of proposed recipients of Requests for Qualifications and Proposals (RFQ/Ps) to vendors for IT Security Pen Testing.
- In Board folders for review:
  - MCWA Quarterly Claims Report – Period Ending: June 30, 2018
  - Any other routine monthly informational reports and/or updates.

***There may be additional items presented for discussion and/or notification.***

Enclosures

cc: Department Heads

## **JOINT SERVICES AGREEMENT**

**THIS AGREEMENT** is between the **COUNTY OF MONROE**, a municipal corporation with offices at 39 West Main Street, Rochester, New York, 14614, hereinafter referred to as “Monroe County”, and the **MONROE COUNTY WATER AUTHORITY**, a public benefit corporation, with offices at 475 Norris Drive, Rochester, New York, 14610, hereinafter referred to as “Water Authority,” collectively, the “Parties”.

**WHEREAS**, the Parties desire to assist one another with lawn mowing and water main repair services on an as-needed basis; and

**WHEREAS**, the Water Authority’s Board of Directors has authorized this Agreement for a term of one year with authority for its Executive Director to renew the Agreement for four additional one-year terms.

**WHEREAS**, Monroe County and the Water Authority are willing, able and qualified to perform such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto mutually agree as follows:

### Section 1. SERVICES.

- 1.1 Description of Monroe County services:
  - a. Mowing of the Water Authority property on NYS Route 19 in the Town of Sweden; and
  - b. Mowing of the Water Authority property off Interstate 490 West in the Town of Perinton.
  
- 1.2 Description of Water Authority services:
  - a. Repair and maintenance of existing water supply systems in Monroe County Parks.
  
- 1.3 In the event that either party requires said services from the other, that party’s Authorized Agent, as defined below, shall make such request in writing to the other party’s Authorized Agent.

### Section 2. PAYMENT FOR SERVICES.

- 2.1 The party providing services shall be reimbursed by the party receiving such services for actual and necessary costs and expenses within thirty (30) days of receiving an invoice and claim voucher for the services provided, unless the Parties agree in writing to dispense with the payment of monetary consideration for the services because each of the Parties deem that the exchange of services, as described above, is fair and adequate consideration.

- 2.2 Each party shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking the services provided to the other party.
- 2.3 The total of services exchanged between the Parties shall be approximately \$15,000 or less each year.

Section 3. TERM.

- 3.1 The term of this Agreement shall be for one year, from January 1, 2018 to December 31, 2018. The Parties may renew the Agreement in writing for four additional one-year terms.
- 3.2 Either party may terminate this Agreement upon sixty (60) days written notice to the other party, provided however that all services undertaken prior to said notice shall be completed before the termination hereunder is effective, unless waived by the party receiving the services.

Section 4. AUTHORIZED AGENTS.

- 4.1 Monroe County designates the Director of the Department of Parks, or designee, and the Water Authority designates the Director of Operations, or designee, as the “Authorized Agents” for all communications pursuant to this Agreement.

Section 5. INSURANCE.

5.1 Monroe County, the Water Authority, and all contractors, as applicable, pursuant to this Agreement shall, at their own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are:

A Workers’ Compensation and Disability Benefits Coverage as required by law;

B. General liability insurance with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage and with all the following coverage included – Comprehensive Form; Premises-Operations; Products/Completed Operations; Contractual Insurance covered the Hold Harmless Provision; Broad Form Property Damage; Independent Vendors; and Personal Injury.

C. Umbrella/Excess Liability Insurance, in excess of underlying primary general liability insurance, in the amount of \$3,000,000.

D. With respect to paragraphs B and C, the Parties acknowledge that the County is self-insured for the first \$2,000,000 and for claims in excess of \$17,000,000.

5.2. Each party shall give prompt written notice to the other party of all known losses, damages, or injuries to any person or property owned by the other party or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the disclosing party, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which a party may be charged with an obligation to make any payment or reimbursement shall be made by the other party without the prior written approval of the party to be charged.

Section 6. INDEMNIFICATION.

6.1 Each of the Parties hereby covenants and agrees to defend, indemnify and hold harmless the other party and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, incurred by the party as a result of the negligence, omission, breach, fault or intentional misconduct of the other party in the performance of the terms of this Agreement.

Section 7. COMPLIANCE WITH LAWS.

7.1 In connection with the services to be performed under this Agreement, each party and each of its agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder.

Section 8. PROHIBITION AGAINST ASSIGNMENT, TRANSFER OR SUBCONTRACTING.

8.1 The Parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the other party.

Section 9. CONTRACT DEEMED EXECUTORY.

9.1 This Agreement shall be deemed executory only to the extent of funds available to Monroe County and Monroe County shall not incur liability beyond the funds budgeted therefor.

Section 10. EXTENT OF AGREEMENT.

10.1 This Agreement constitutes the entire and integrated Agreement between the Parties and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 11. NO WAIVER.

11.1 In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the either party from enforcing each and every term of this Agreement thereafter.

Section 12. SEVERABILITY.

12.1 If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals as of the day and year first above written.

**COUNTY OF MONROE**

By: \_\_\_\_\_  
Cheryl Dinolfo  
County Executive

**MONROE COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Nicholas Noce  
Executive Director

Monroe County  
Water Authority  
Joint Services Agreement

STATE OF NEW YORK)  
COUNTY OF MONROE) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHERYL DINOLFO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, as County Executive and that by her signature on the instrument, by virtue of the statutes of the State of New York.

\_\_\_\_\_  
Signature of Notary and Stamp

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **NICHOLAS NOCE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, as Executive Director and that by his signature on the instrument, by virtue of the statutes of the State of New York.

\_\_\_\_\_  
Signature of Notary and Stamp





To: Nicholas Noce, Executive Director

Date: July 2, 2018

From: Gregory Jablonsky, Director of Information Technology 

File:

Subject: Recommendation to Purchase Computers

Copies:

The IT Department is recommending the purchase of Dell computers under NYS OGS Umbrella Hardware Contract Group 73600 – Award 22802 - Lot 2 Information Technology Umbrella Contract. The requested equipment is as follows;

An estimated thirty (30) Dell Optiplex 3050 desktop computers to be used by office personnel at an estimated cost of \$31,000.

These desktop computers are replacements for those purchased from 2010 through 2015.

An estimated four (4) Dell XPS-15 laptop computers to be used in the IT Department for an estimated cost of \$12,000. An estimated four (4) Dell Latitude 5580 laptop computers from Dell to be used by office personnel for an estimated cost of \$8,000. These laptop computers are replacements for those purchased from 2011 through 2014.

An estimated five (5) Dell Latitude 14 Rugged Laptop computers to be used by field personnel at an estimated cost of \$18,000.

These items are funded by the 2018 Operating budget.



**Monroe County Water Authority**

# Memorandum

To: Nicholas A. Noce  
From: Richard J. Metzger, P.E. *RJM*  
Subject: Standardization – Vacuum Regulators

Date: July 3, 2018  
File: 18-S04 #3  
Copies: D. Driffill  
S. Keller  
D. Hendershott  
R. Cleveland  
H. Young

The following documents the analysis by staff for the standardization of Hydro Instruments Vacuum Regulators for our gas chlorination systems. The next planned purchase of this class of equipment will be this summer for nine units for the emergency back-up system for the SWTP chlorination system with a cost of approximately \$8,500.

Staff has conducted a thorough, extensive review and determined that Hydro Instruments provides the most durable and safest vacuum regulators for the following reasons:

- **Design and Construction:** Hydro Instruments manufactures its Vacuum Regulator body parts by machining them from solid blocks of PVC stock, rather than injection molding of molten plastic. Machining eliminates the residual stresses from the molding process that lead to cracking and warping, and also allows for a much heavier wall thickness than that allowed by injection molding. Hydro Vacuum Regulators use a PVC material that is chemically resistant, durable and resistant to cracking. PVC cannot be used for the injection molding manufacturing process.
- **Compatibility:** The standardization on a single manufacturer minimizes manifold compatibility issues. These vacuum regulators are compatible with the SWTP Sulfur dioxide (SO<sub>2</sub>) system and the Webster WTP system (with minor piping modifications).
- **Safety:** Limiting the amount of pressure pipe in a chlorine system is one way to reduce potential for leaks. Hydro vacuum regulators incorporate a unique design that eliminates the pressurized leak path into the room. All other regulators studied rely on O-rings to prevent pressurized gas from leaking into the room.
- **Less Maintenance:** Hydro Instruments design has minimal moving parts resulting in less required maintenance. The Hydro units carry a 3-year warranty. The Siemens chlorinators with Wallace & Tiernan vacuum regulators at Webster WTP have had consistent, ongoing maintenance issues since their installation.

The sole source vendor for Hydro Instruments is PERTECH, Inc. (letter attached). PERTECH is out of Buffalo, NY and has been supplying MCWA with chlorine equipment for over 25 years.



June 26, 2018

To: Monroe County Water Authority  
Shoremont Treatment Plant  
4799 Dewey Ave  
Rochester NY 14612  
Attn: Dave Hendershott

Dear Dave,

This letter is to confirm that Pertech is the sole source for Hydro Instruments brand equipment in the state of New York.

Pertech  
586 N French Rd Suite 6  
Buffalo NY 14228  
(716) 691-5450

Questions and concerns can be directed to Hydro Instruments.

Regards,

Chris Montis

Hydro Instruments  
Customer Service & Technical Support

---

Phone: 215.799.0980  
Toll Free: 1.888.38.HYDRO  
Fax: 215.799.0984

Website: [www.hydroinstruments.com](http://www.hydroinstruments.com)  
Email: [sales@hydroinstruments.com](mailto:sales@hydroinstruments.com)

---