



To: Board Members

Date: November 6, 2025

From: Nicholas Noce, Executive Director

Subject: **Regular Board Meeting – Thursday, November 13, 2025 @ 9:00 a.m.
Board Room, 475 Norris Drive**

AGENDA ITEMS:

1. Personnel Items (*Memorandums enclosed*):

- Resolution marking the retirements of Erich Lucas. We appreciate his many years of dedicated service to the Water Authority and wish him a happy and fulfilling retirement.
- Appointment of John Fisher to the title of Skilled Laborer in the Facilities, Fleet and Operations Department. Mr. Fisher interviewed well and is suited for this position. See enclosed memorandum from Stephen Trotta.

2. There is an item on the Agenda to authorize an amendment to Resolution #20-203 to reflect an extension of the contract period.

3. There is an item on the agenda to authorize a blanket order for the purchase of various electrical materials and equipment from Rexel USA, Inc. The electrical materials and equipment are utilized for maintenance and repair of the Authority's equipment and facilities.

4. There is an item on the agenda to authorize a blanket order for the purchase of various electrical materials and equipment from Graybar Electrical Supply. The electrical materials and equipment are utilized for maintenance and repair of the Authority's equipment and facilities.

5. There is an item on the agenda to authorize a blanket purchase order for Milton-CAT for the purchase of repair parts, services, and proprietary diagnostic software to supplement Authority maintenance staff for repairs and maintenance of Caterpillar Inc. (CAT) emergency generator equipment. The Authority currently operates and maintains multiple CAT portable and fixed emergency generators, including units located at the Shoremont and Webster Water Treatment Plants and various booster pumping stations, to maintain system operations during power outages.

Milton-CAT, located in Batavia, NY, will supply repair parts, shop and field labor services, and proprietary diagnostic software to the Authority on an as-needed basis. Milton-CAT is the authorized dealer for CAT located in the Authority's service area. The estimated cost is for a total of \$25,000 for the term January 1 through December 31, 2026.

6. There is an item on the agenda to authorize a blanket order for the purchase of various electrical materials and equipment from Cooper Electric. The electrical materials and equipment are utilized for maintenance and repair of the Authority's equipment and facilities.

7. There is an item on the agenda to authorize a blanket order for the purchase of various electrical materials and equipment from Kovalsky-Carr Electrical Supply Company, Inc. The electrical materials and equipment are utilized for maintenance and repair of the Authority's equipment and facilities.

8. There is an item on the agenda to authorize a blanket purchase order from Cummins Sales and Service for the purchase of repair parts, services, and proprietary diagnostic software to supplement Authority maintenance staff for repairs and maintenance of Cummins-Onan emergency generator equipment. The Authority currently operates and maintains multiple Cummins-Onan portable and fixed emergency generators located at various booster pumping stations and other locations, to maintain system operations during power outages.

The Authority will purchase repair parts, shop and field labor services, and proprietary diagnostic software from Cummins Sales and Service located in Buffalo, NY on an as-needed basis. This is the manufacturer's sales and service facility located in closest proximity to the Authority's service area. The estimated cost is for a total of \$25,000 for the term January 1 through December 31, 2026.

9. There is an item on the agenda authorizing the Executive Director to enter into agreements and sign any and all associated documents for New York State Department of Transportation's (NYSDOT's) projects in 2026 that impact facilities of Monroe County Water Authority. Typically, agreements with NYSDOT allow their contractors to adjust water system facilities as necessary to accommodate the work associated with their project. Any work of this nature, performed by NYSDOT or their contractor is completed at no cost to the Water Authority.

10. There is a resolution on the agenda to authorize the Executive Director to enter into a Wholesale Water Supply Agreement with Sea Breeze and Vicinity Water District ("District") in the Town of Irondequoit. The District and the Water Authority entered into a Wholesale Agreement in 1984 that expired on March 8, 2024. As requested by the District, this Wholesale Agreement will be for a period of 40 years from the Effective Date. This agreement will supersede and replace the current agreement in its entirety.

11. There is a resolution on the agenda to replace the Ethics Board Member, John Bringewatt with Matthew Schwartz

FINANCE COMMITTEE REPORTING

12. The Authority's Finance Committee met on Thursday, November 6, 2025, and with their recommendation there are resolutions for the following:
- Two (2) items on the Agenda regarding the approval and notification process to amend the Authority's Water Rate Schedule effective January 1, 2026. A copy of the proposed rate schedule is enclosed for your consideration, and Amy Molinari will further discuss.
 - Re-adoption of the Debt Management Policy, as enclosed, for full Board review.
13. There are items on the Agenda for approval of the Authority's 3rd Quarter Investment Report and 3rd Quarter Financial Report for period ending September 30, 2025. These reports are enclosed for Board review.

GOVERNANCE COMMITTEE REPORTING

- 14 . The Authority's Governance Committee met on November 6, 2025, and with their recommendation there are resolutions for the following:
- Re-Adoption of the Internal Code of Ethics Policy, as presented.
 - Re-Adoption of the Conflicts of Interest Policy, as presented.
 - Re-Adoption of the Software Code of Ethics Policy, as presented.
 - Re-Adoption of the Whistleblower Policy, as presented.
 - Re-Adoption of the Disposal Guidelines, as presented.
 - Adoption of the revised Purchasing and Procurement Guidelines, as presented.
 - Adoption of the revised Mobile Communications Device Policy.

Policy documents are enclosed for full Board review.

15. The Authority's standard procurement compliance resolution.

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

BOARD DISCUSSION/NOTIFICATION ITEMS

- In Board Folders for Review:
 - Proposed 2026 Board Meeting Dates
 - 2026 Final Budget
 - Routine Monthly Informational Reports and/or Updates

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

NN/dlh
Enclosures

cc: Executive Staff



Monroe County Water Authority

Memorandum

To: Nicholas Noce, Executive Director

Date: November 4, 2025

From: Stephen T. Trotta, Director of Operations

Subject: Recommendation to Hire

Copies: D. Hendrickson

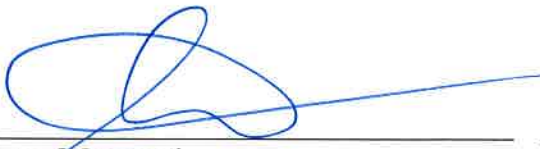
I would like to recommend the appointment of John Fisher to the position of Skilled Laborer in the Facilities, Fleet and Operations Department.

John was interviewed by Steve Kromer, Sullivan and Larry Magguilli and was found to be very well suited for this position. John has recently been employed by Syracuse Utilities as a Directional Drill Operator. He also holds a CDL-A license.

The position will be at an hourly rate of \$25.74.

Mr. Fishers' appointment will be effective December 1, 2025.

~~(Dis)Approved:~~



Director of Operations

11-5-25

Date

~~(Dis)Approved:~~

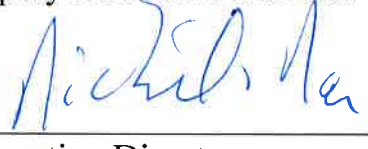


Deputy Executive Director

11/5/25

Date

~~(Dis)Approved:~~



Executive Director

11/5/25

Date

Board Resolution: _____

**AGREEMENT FOR WHOLESALE WATER SUPPLY
BETWEEN
SEA BREEZE AND VICINITY WATER DISTRICT
AND
MONROE COUNTY WATER AUTHORITY**

AGREEMENT made this 4th day of September, 2025, between **Monroe County Water Authority**, a public benefit corporation with its offices at 475 Norris Drive, in the City of Rochester, Monroe County, New York (the "Authority"), and the **Commissioners of the Sea Breeze and Vicinity Water District**, a Monroe County, New York Water District in the Town of Irondequoit (the "District") with a mailing address of 400 Seneca Road, Rochester, New York 14622.

WHEREAS, the District and the Authority entered into a Wholesale Lease Agreement for water supply on March 8, 1984 (the "Current Agreement"), that expired on March 8, 2024; and

WHEREAS, both parties intend to enter into a new Wholesale Water Supply Agreement (the "Agreement") for a new forty (40) year term; and

WHEREAS, the parties are now making this Agreement to replace and supersede the Current Agreement in its entirety; and

NOW, THEREFORE, it is mutually agreed as follows:

1. The Authority agrees to sell and the District agrees to purchase from the Authority, water of the same quality and content as furnished to other Authority customers. The District shall purchase from the Authority its entire supply of water to serve its present and future customers within the District, and any present and future extensions thereto. A map of the District area is attached as Schedule A.
2. The Authority agrees to furnish a supply of water through existing metered connections, and any future additional metered connections, if any, installed pursuant to Paragraph 4 hereof.
3. The Authority agrees to sell and the District agrees to purchase and pay for water taken by the District at the Authority's regular Wholesale Service Metered Rates for sale of water to towns, villages, and water districts, in accordance with the Authority's Rules for the Sale of Water and Collection of Rents and Charges, as amended from time to time by the Authority in its sole discretion (the "Authority's Rules") during the term of this Agreement.
4. All future connections to facilities owned by the Authority or systems owned by others (whose source of water supply is also from the Authority) ("Connections") for purpose of supply to the District shall be approved by the Authority before construction. All Connections shall be metered. All meters shall be of a type approved by the Authority. All Connections and installation of water meters shall be made by the Authority or under its supervision and direction, at such locations and in such a manner as the Authority shall direct. The full cost and expense of all work, supplies, meters, materials and other facilities required for such future Connections requested by the District, regardless of who shall have furnished or installed the same, shall be borne and paid for by the District. If initially paid for by the

Authority, the District shall pay for such costs within 30 days following receipt of an invoice from the Authority.

5. The Authority also shall have the right to install at its sole expense additional connections to supply the District when it is determined by the Authority in its discretion that such connections to the District would be beneficial to both the District and the Authority.

6. At each metered point of interconnection between the District and the facilities of the Authority and/or other service areas, it is hereby agreed that the meter will be maintained within the accuracy limits as specified for repair of meters in the latest revision of the American Water Works Association standards for testing cold-water meters, Series C-700. Irrespective of which party owns the meter, the right and obligation to maintain the meter is hereby vested in the Authority and the cost of such maintenance shall be the responsibility of the Authority. Either party shall have the right to test at its own expense the meter accuracy at any reasonable time.

7. If, in the opinion of the Authority, a meter has stopped registering or is improperly registering at a metered interconnection, the Authority will estimate consumption based upon actual consumption during the corresponding months of previous years or such other method as may be reasonable and is agreed upon by both parties. The Authority will promptly repair such meter as herein provided.

8. In the event that pressure in the District's mains shall be inadequate and the use of pumps is necessary, they shall be installed, operated and maintained by and at the expense of the District. No pumps shall be installed for the purpose of taking water without the written permission of the Authority.

9. It is understood and agreed that the Authority makes no guarantees as to pressure, quantity, quality or continuity of service and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or for alterations, extensions, connections or repairs, or for any cause whatsoever. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary, and the Authority shall restore service and make water available as soon as it can reasonably do so.

10. During the term of this Agreement, all sales of water and the performance of services by the Authority for the District shall be made in accordance with and governed in all respects by the Authority's Rules and Subpart 5-1, Public Water Supplies, of the New York Sanitary Code.

11. The District agrees that the Authority may use the facilities of the District without the imposition of any rentals or other charges of whatever kind therefor, to serve water to areas located outside of, or beyond the limits of, the District. The District may, at its option and from time to time, set any out-of-district fees or connection charges applicable to out-of-district applicants. The Authority shall not be responsible for the payment of such fees.

12. The Authority agrees that such use by it of the facilities of the District shall not reduce below accepted standards the supply or pressure of water then being furnished by the Authority to residents and inhabitants within the District. Any interconnections installed for this purpose shall be metered and

shall be installed at the sole cost and expense of the Authority and title thereto shall remain in the Authority.

13. The District agrees not to resell water purchased from the Authority to any other municipality or water district unless the written consent of the Authority is first obtained.

14. All construction plans for extensions to existing water districts or new water districts shall be submitted to the Authority for its review and approval in advance of construction.

15. Except as otherwise provided herein, the District shall set its own rules, rates and regulations within the corporate limits of the District regarding the sale, use and distribution of water.

16. Pursuant to the provisions of Section 1105 of the Public Authorities Law of the State of New York, the Authority will not be required to pay any taxes or assessments upon any properties, replacements, betterments and improvements owned by the Authority or under its supervision and control.

17. This agreement shall take effect (Effective Date) as of ____ day of _____, 2025. The term of this Agreement shall be for a period of forty (40) years from the Effective Date.

18. This Agreement incorporates the entire agreement between the parties hereto as the subject matter hereof and terminates and overrides any prior agreement.

19. This Agreement may not be amended, changed, modified, or altered except in a writing executed by the parties hereto.

20. No waiver of compliance with any provision or condition hereto, and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the party sought to be charged therewith. A party's failure to exercise, or delay in exercising, its rights hereunder will not operate as a waiver of those rights, nor will any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

21. No party shall assign or attempt to assign any of its rights or obligations under the Agreement without the prior written consent of the other party hereto.

22. This Agreement will be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Agreement creates no rights of any nature in any person not a party hereto.

23. All rights and duties of the parties created by this Agreement shall survive with respect to the services performed prior to such termination.

24. This Agreement is governed by the laws of the State of New York.

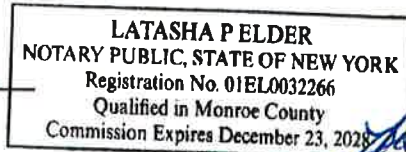
UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF Monroe) ss.:

On the 24 day of September, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **MARK CUMMINGS**, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



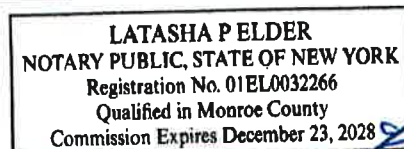
UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF Monroe) ss.:

On the 1 day of October, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **DAVID MICHELS**, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



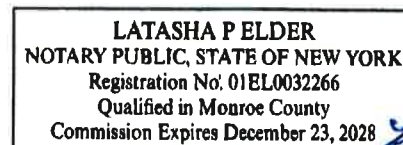
UNIFORM NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)

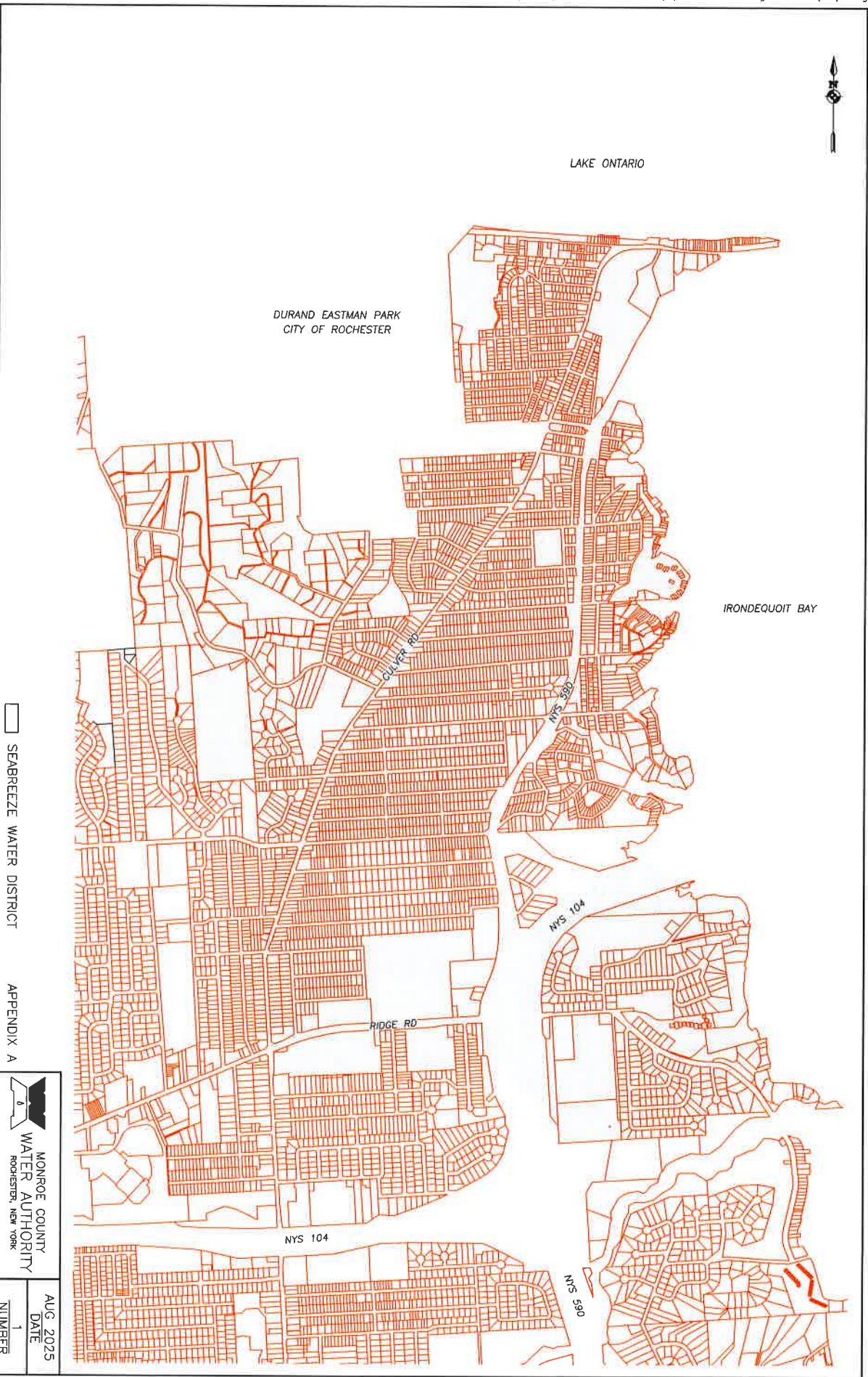
COUNTY OF Monroe) ss.:

On the 16 day of October, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **MARK THOMAS**, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



Appendix A
(attached hereto)





MONROE COUNTY WATER AUTHORITY

Current Rate Schedule

Effective January 1, 20256

XI. RATES, FEES AND OTHER CHARGES FOR WATER SERVICE

Rates for sale of water to all customers of the Authority excluding water sold to the City of Rochester and others pursuant to special contracts.

11.1 BILLING

All billing of charges for water and water services is in arrears. All charges for service connections are payable in advance.

11.2 RETAIL SERVICE METERED RATES

A. Base Charge

The charge for each connection is dependent upon meter size.

<u>Meter Size</u>	<u>Charge per Day</u>
Up to ¾"	\$ 0.28 <u>0.29</u>
1"	0.70 <u>0.73</u>
1½"	1.40 <u>1.46</u>
2"	2.24 <u>2.33</u>
3"	4.49 <u>4.68</u>
4"	7.04 <u>7.31</u>
6"	14.03 <u>14.62</u>
8"	22.45 <u>23.40</u>
10"	58.92 <u>61.40</u>

B. Commodity Charge (per 1000 gallons)

The charge for all water consumption.

- (1) **Residential Class** includes all residential, small commercial and community service establishments in Monroe County. \$ ~~4.22~~4.39
- (2) **Non-Residential Class** includes large commercial, industrial, municipal and all other direct retail customers in Monroe County.
 - (a) First 125,000 gallons ~~4.22~~4.39
 - (b) Each additional 1,000 gallons ~~3.04~~3.13
- (3) **Out-of-County Landfill Class** within the Town of Bergen or the Village of Bergen, Genesee County. ~~4.22~~4.39
- (4) **Out-of-County Class** includes residential, small commercial and community service establishments located outside of Monroe County, except any area covered under existing agreements, or where water is purchased by MCWA from a third party.
 - (11.2B(1) x 110%) ~~4.63~~4.81
- (5) **Western Genesee County Class** includes all customers in Genesee County served by water purchased by MCWA from a third party. ~~8.11~~8.28
- (6) **Town of Richmond Class** includes all customers in the Town of Richmond. ~~6.46~~6.71

11.3 WHOLESALE SERVICE METERED RATES – Billed Monthly

A. Base Charge

The charge for each connection is dependent upon meter size.

<u>Meter Size</u>	<u>Charge per Day</u>
Up to ¾"	0.280.29
1"	0.700.73
1½"	1.401.46
2"	2.242.33
3"	4.494.68
4"	7.017.31
6"	14.0314.62
8"	22.4523.40
10"	58.9261.40

B. Commodity Charge (per 1000 gallons)

The charge for all water consumption.

- (1) **Wholesale Class** includes all towns, villages, or water districts within Monroe County, that have contracts with the Authority to purchase their total water supply from the Authority.

~~2.692.95~~

- (2) **Wholesale Out-of-County Class** includes all towns or villages, outside Monroe County, with water districts that have contracts with the Authority to purchase their total water supply from the Authority, except where water is purchased by MCWA from a third party.

(11.3B(1) x 110%)

~~2.963.25~~

- (3) **Wholesale Western Genesee County Class** includes service to towns and villages in Genesee County that have contracts with the Authority to purchase their entire water supply from the Authority and where such water supply is purchased by the Authority from a third party.

~~6.586.84~~

- (4) **Wholesale Town of Canadice**, includes service to the Town of Canadice that has contracted with the Authority to purchase their entire water supply from the Authority and where such water supply is purchased by the Authority from a third party.

~~4.795.15~~

11.4 SUPPLEMENTAL SUPPLY RATES

The rate for all water sold as a supplemental supply to a water district or other municipality with its principal supply elsewhere or as the entire supply to water district or municipality that does not have a contract with the Authority to purchase its total supply from the Authority.

A. Base Charge

The charge for each connection is dependent upon meter size.

<u>Meter Size</u>	<u>Charge Per Month</u>
4" or Less	\$ 240.30219.30
6"	420.90438.60
8"	673.60702.00
10"	1,767.601,842.00

- B. Commodity Charge per 1000 gallons in Monroe County \$ ~~4,224.39~~
- C. Commodity Charge per 1000 gallons outside of Monroe County
- Out-Of-County (as described in 11.2B(4)) ~~4,634.81~~
- Western Genesee County Service Area (as described in 11.2B(5)) ~~8,148.28~~
- D. Large Commercial Customer
- Commodity charge per 1000 gallons when the Authority must purchase the supply from another purveyor without benefit of a Contract.

At Cost

11.5 FIRE PROTECTION RATES

A. Private Fire Protection

- (1) Private hydrants, fire sprinkler systems, and service lines sized for fire protection.

<u>Service Size</u>	<u>Charge Per Quarter</u>
1" to 2"	\$ 29.73
3"	54.05
4"	59.45
6"	108.10
8"	172.95
10"	237.81
12"	324.30
16"	432.40

- (2) There is no charge for metered sprinkler systems in residential (3 units or less) homes with service size less than three inches.
- (3) There is no charge to fire departments for privately-owned hydrants used expressly for training, at preapproved locations, or in the conduct of fire-fighting operations.

B. Public Fire Protection

There is no charge to fire districts for fire protection furnished through hydrants located on a street in the public right-of-way, or on an easement granted to the Authority, or for training events if conducted at preapproved hydrant locations with advanced notification to the Authority.

C. Additional Public Hydrants

The annual maintenance fee for Additional Public Hydrants installed under Article VII.

\$ 200.00

11.6 ACCOUNT CHARGE

An account charge shall be paid by each applicant for a water service account.

New Account	\$ 30.00
Account Transfer	25.00 <u>30.00</u>

11.7 SERVICE CONNECTION CHARGE

- A. No charge is made for local facilities which exist in a public right-of-way or in an easement of the Authority that is contiguous with the property of an applicant for water service. Within certain leased water districts, the applicant may be liable to the water district for charges to connect to its local facilities leased to the Authority.

Where local facilities do not exist contiguous to the applicant's property, such applicant must arrange for an extension of mains (Article VI) at the expense of the applicant.

- B. A service connection charge shall be paid by each new applicant for each new service and meter installation on an existing water main prior to approval of the application. The service connection charge includes the installation of a 1-inch water service within the public right-of-way or easement, a 5/8-inch by 3/4-inch meter, and the creation of a new account.

Service Connection Charge	\$	3,220.00 3,350.00 ^{(1) (2)}
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⁽¹⁾In the event that multiple services are installed in the same excavation, a partial refund is available for a two-year period from the date of payment. 25% of the cost for each additional service (this does not include the first service which is not eligible for any refund) will be refunded if the service is activated within the two-year period..

~~C.~~ ⁽²⁾New water services greater than 1-inch in diameter or new water meters larger than 5/8-inch by 3/4-inch will be charged at cost. Services installed as part of a new Water District extension or formation or a Developers Main Extension shall be installed under the Main Extension Agreement with the Town or the Developer.

~~D.C.~~ Meter Tile Installations

(1) Up to 1" - At the Time of Service Application/Installation	\$	250.00 400.00
(2) Greater than 1" – At the Time of Service Application/Installation		At Cost
(3) Existing Service		At Cost

~~E.D.~~ Access Easement/Well Separation \$1,000.00

For customers maintaining a well supply on premises.

~~F.E.~~ County Clerk Filing Fees At Cost

11.8 FIELD SERVICE CHARGES

Type of Service

A. Meter Test - Customer's Request

Up to 1" Size	\$	50.00 75.00
1½" & 2" Size		75.00 100.00
Over 2" Size		At Cost

B. Service Status Change - Customer's Request

(1) Shut Off and/or Meter Removal	\$	40.00
(2) Turn On and/or Meter Set		40.00

C. Shut Off and/or Turn On – Customer's Request - After Hours Between the hours of 4:00 p.m. and 7:00 a.m. Monday through Sunday

(1) Shut Off	\$	80.00
(2) Turn On		80.00

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D. Meter

- | | |
|-----------------|------------------------------------|
| (1) 5/8" x 3/4" | \$ 230.00 <u>250.00</u> |
| (2) 1" & Over | At Cost |
| (3) RPZ | At Cost |

E. Well Separation Inspection Fee \$ 80.00

F. Special Service - by application only

- (1) Temporary Service - A complete one-inch water service installed to supply water for a short period.

Temporary Service Installation -	\$ 2,960.00 <u>3,070.00</u>
Temporary Service Abandonment -	At Cost
Deposit -	500.00
Water Service Metered Rates -	Per Section 11.2A & B

- (2) Hydrant Supply - Irrigation or Construction - Water supply from an authorized hydrant with meter and backflow prevention installed and removed by MCWA only.

Deposit -	\$ 750.00 <u>850.00</u>
Equipment Fee / Setup & Removal -	165.00 <u>180.00</u>
Relocation Fee -	\$ 100.00
Water Service Metered Rates -	Per Section 11.2A & B

Hydrant Supply – Municipal Use - Water supply from authorized hydrants with meter and backflow prevention installed by the permitted municipality for use with their mobile equipment. Not intended for permanent installation.

Equipment Use Fee -	\$ 350.00
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- (3) Tanker Supply - A supply drawn from specific authorized locations for use in filling water transport vehicles.

Seasonal Permit:	First Vehicle - \$ 150.00 <u>200.00</u>
	Each Additional Vehicle \$

~~75.00~~100.00

Wrench Deposit - \$ 150.00

G. Unauthorized Use or Operation Fee

First Occurrence -	\$ 500.00 + Costs Incurred
Each Additional Occurrence -	\$1,000.00 + Costs Incurred

Any unauthorized use or operation of the Authority's water supply system.

H. Private hydrant and/or Water Main Maintenance Agreement

- | | |
|--|--------------|
| (1) Set Up Fee | \$ 200.00 |
| (2) Private Hydrant Inspections - Inspection service performed twice a year per hydrant. | |
| (a) Up to two hydrants | \$ 60.00/yr. |
| (b) Each additional hydrant | 45.00/yr. |

Repairs and replacements at owner's cost.

I. Service Discontinuance Fee \$ 80.00

Water service discontinued due to noncompliance of the Authority's Rules.

J. New Fire Flow Test – At Customer's Request \$ 300.00

K. Backflow Prevention Device Test

The Water Authority may test a backflow prevention device to avoid the discontinuance of water service for noncompliance with Health Department regulations. No plumbing or repair work is to be completed.

<u>Device Size</u>	<u>Charge Per Device</u>
Less than 4"	\$ 200.00 300.00
4" & 6"	250.00 400.00
8" & Larger	300.00 500.00

11.9 DELINQUENCY CHARGES

A. Late Payment

Accounts become delinquent twenty (20) calendar days after a billing date. 10% of current bill

B. Non-Negotiable Payment

To defray the costs incurred for handling, a charge will be added to any account when payment on that account is returned by the banking system as a non-negotiable check or electronic payment.

\$ 20.00

C. Service Discontinuance

Any water service account which carries an unpaid balance sixty (60) calendar days past the due date is subject to discontinuance of service and the following additional charge at the time of restoration:

\$ 80.00

11.10 LABORATORY SERVICES

Authority served Water District distribution monitoring samples mandated by the NYS Department of Health may be tested and reported for bacteriological quality under letter Agreement with the Authority at the following fee schedule:

A. Water sample testing fee \$ 55.00
per sample

B. Charge for water samples picked up by MCWA at central location in Township.
\$ ~~25.00~~30.00
per stop

Other tests as requested or required At Cost

The Authority furnishes all sample containers and expendable supplies. Billing is quarterly.

MONROE COUNTY WATER AUTHORITY
DEBT MANAGEMENT POLICY
(READOPTED NOVEMBER ~~2024~~2025)

This policy seeks to establish guidelines for the use and management of debt by the Monroe County Water Authority (the “Authority”), including taking steps to minimize the Authority’s debt service and issuance costs, retain the highest practical credit rating, and promote full and complete financial disclosure and reporting. This policy is a guideline for general use, allows for exceptions in extraordinary conditions, and applies to all debt issued by the Authority.

ARTICLE I
CREDITWORTHINESS OBJECTIVES, PURPOSES AND USES OF DEBT

Section 1. Credit Rating. The Authority seeks to maintain the highest possible credit ratings for all categories of short and long-term debt, but only if doing so will not compromise the delivery of water or the Authority’s adopted policy objectives.

While economic, natural, or other events may from time to time affect the creditworthiness of its debt, the Authority will work to have the actions within its control be fiscally prudent.

Section 2. Financial Disclosure. The Authority intends to make full and complete financial disclosures, and will cooperate fully with rating agencies, institutional and individual investors, other levels of government, and the general public to share clear, comprehensible, and accurate financial information. The Authority intends to comply fully with the secondary disclosure requirements in Securities and Exchange Commission Rule 15c2-12. The Director of Finance and Business Services, his or her designee, or such other person as the Authority may designate in writing to the Trustee or as a part of a continuing disclosure agreement will be the Responsible Party (as defined in the secondary market disclosure requirements). The Director of Finance and Business Services will ensure compliance with required secondary market disclosures made on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system (EMMA).

Section 3. Capital Planning. To enhance its creditworthiness and prudent financial management, the Authority is committed to (i) systematic capital planning through adoption of an annual capital budget, which includes an additional five-year capital budget forecast, (ii) intergovernmental cooperation and coordination, and (iii) long-term financial planning.

Section 4. Capital Financing. The Authority normally will fund its operating needs and capital projects on a pay-as-you-go basis. It will issue debt only for capital projects.

Section 5. Debt Limits. The Authority will keep outstanding debt at levels consistent with its objectives under Section 1 and Section 3 of this Article, its Capital Budget, and its Capital Budget Forecast. If the Authority issues debt where the County of Monroe, the County of Genesee or a similar public body is contractually bound to pay the debt service, the Authority may disregard such debt for purposes of calculating the amount of its outstanding debt.

ARTICLE II DEBT STANDARDS AND STRUCTURE

Section 1. Coverage Ratio. So long as any bonds are outstanding, the Members of the Authority each year will adopt a budget plan to maintain water rates, fees, rentals and other charges at levels necessary during such fiscal year for net revenues to satisfy the minimum debt service coverage ratio required by its Trust Indenture, as amended from time to time.

Section 2. Length of Debt. The Authority will structure its debt for a period consistent with a fair allocation of costs between current and future ratepayers and consistent with the useful life of the assets being financed.

Section 3. Debt Structure. Based on market conditions, the urgency of the capital projects and the Authority's goals for prudent and equitable water rate management, the Authority will structure its debt to achieve the lowest possible net cost to the Authority, and the maturities will be consistent with the useful life of the assets being financed. If possible, the Authority will design the repayment of its overall debt to repay principal as rapidly as possible, consistent with maintaining annual debt service payments that protect against paying too much or too little debt service in any one or more years.

Section 4. Types of Bonds. The Authority may issue serial bonds, term bonds, capital appreciation bonds, put bonds or variable rate bonds. Variable rate bonds will be limited to 20% of the Authority's total outstanding bond principal. The Authority will use short-term borrowing, such as bond anticipation notes, only if the transaction costs plus interest on the debt are less than the cost of internal financing, or if available cash cannot meet capital needs.

Section 5. Use of Derivatives. The Authority will not use derivatives when issuing debt for Authority purposes. A derivative is a financial instrument created from or whose value depends upon (is derived from) the value of one or more separate assets or indices of asset values. As used in public finance, derivatives may take the form of interest rate swaps, futures, and options, and other hedging mechanisms such as caps, floors, collars, and rate locks.

ARTICLE III DEBT ADMINISTRATION AND PROCESS

Section 1. Bond Counsel. For all debt issues, the Authority will retain external Bond Counsel.

Section 2. Financial Advisor. For all debt issues, the Authority will retain an external Financial Advisor to advise on the financial aspects of the transaction.

Section 3. Types of Bond Sales. The Authority will issue debt either through a competitive bidding process or by negotiated sale.

Section 4. Investment of Bond Proceeds. The Authority will invest all bond proceeds in accordance with its bond indenture, its Annual Statement of Investment Policy, and applicable New York laws.

Section 5. Arbitrage Bonds. Treasury Regulations §1.148 establishes guidelines for the direct and indirect investment of bond proceeds, including when certain earnings on higher yielding investments must be rebated to the United States. Because a violation may cause bonds to become “arbitrage bonds” (i.e., bonds whose interest is not excludable from the gross income of bondholders), the Authority will comply with all applicable regulations in order to protect the tax-exempt status of its bond issues.

The Director of Finance and Business Services will engage a professional rebate analyst to determine whether the Authority must make rebate payments to the United States. The initial computation date must be no later than five years after the issue date. During the term of the bonds, the rebate analyst will make additional computations no later than five years from each preceding computation date, and it will make a final computation on the final maturity date.

Section 6. Controlling Documents. If any portion of this policy conflicts with the terms of the Authority’s Post-Issuance Compliance Procedures, any Tax Compliance Agreement (or similar document), or any tax advice rendered by nationally recognized bond counsel, this policy shall be superseded by such other document(s).



Monroe County Water Authority

Memorandum

To: Scott Nasca, Chairman, & MCWA Board Members

Date: November 3, 2025

From: Amy A. Molinari, Director of Finance and Business Services

A handwritten signature in blue ink, appearing to be 'AM', written over the 'From' line.

Subject: 3rd Quarter Investment Report

Copies: N. Noce
L. Magguilli
L. Rawlins
A. Mammino

In accordance with the Authority's Annual Statement of Investment Policy, readopted April 2025, I respectfully submit the 3rd Quarter Investment Report for your review. Additionally, under Article XIV of the MCWA Annual statement of Investment Policy, the Authority has sufficient funds to meet the next six months of obligations, which include any debt service payments and operating expenses.

We are in compliance with the attached report.

Should you have any questions or comments, feel free to contact me.

Attachment



**Monroe County Water Authority
Quarterly Investment Report**

**For the Period Ending
SEPTEMBER 30, 2025**

DRAFT

MONROE COUNTY WATER AUTHORITY
SEPTEMBER 30, 2025 INVESTMENT REPORT
MONROE COUNTY WATER AUTHORITY HELD FUNDS

	<u>Cash on Hand</u>		<u>Money Market/CDs/ US T-Bills</u>
Beginning Balance: As of 1/1/25			
Water Revenue*	\$ 489,962	\$	7,407,069
Operations & Maintenance*	6,460,974		5,233,805
General Fund	-		20,548,404
Renewal & Replacement	-		32,044,134
Debt Service	-		3,644,677
OPEB Fund	-		37,485,581
Rate Stabilization Fund	-		11,750,000
Total	\$ 6,950,936	\$	118,113,670

Ending Balance: As of 9/30/25			
Water Revenue*	\$ 326,056	\$	8,997,434
Operations & Maintenance*	6,897,070		5,679,548
General Fund	-		17,653,903
Renewal & Replacement	-		35,093,460
Debt Service	-		1,420,257
OPEB Fund	-		39,485,581
Retirement	-		2,697,757
Rate Stabilization Fund	-		13,750,000
Total	\$ 7,223,126	\$	124,777,940

	SEPTEMBER 2025		SEPTEMBER 2024
Interest Received:			
Money Market/Cd's/US T-Bills	\$ 3,839,669	\$	3,693,046
Interest Accrued -	1,733,076		1,919,021
* Earnings Credit			

TRUSTEE HELD FUNDS

Beginning Balance: As of 1/1/25

Debt Service	\$ 8,880
Debt Service Reserve*	1,565,042
Capital Improvement Fund*	10,561,115
New Construction Fund*	5,409,833

Ending Balance: As of 9/30/25

Debt Service	\$ 7,785
Debt Service Reserve*	1,590,169
Capital Improvement Fund*	9,003,370
New Construction Fund*	5,667,042

Accrued interest	\$ 243,169
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Monroe County Water Authority
Trustee Investments
As of September 30, 2025

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE*</u> <u>9/30/2025</u>	<u>YIELD</u>	<u>(PREMIUM) DISCOUNT AMORT</u>	<u>ACCRUED INTEREST</u>
2012 DSR	T-BILLS	12/19/24	07/10/25	-82	\$ 471,000.00	\$ 462,818.85	\$ 467,429.82	4.16%		\$ 4,331.00
					\$ 471,000.00	\$ 462,818.85	\$ 467,429.82			
			average days to maturity	-82		weighted average yield		4.16%		
2013 DSR	T-BOND SLUG	12/05/23	10/01/42	6210	\$ 1,088,369.00	\$ 1,088,369.00	\$ 1,088,369.00	2.70%		-
					\$ 1,088,369.00	\$ 1,088,369.00	\$ 1,088,369.00			
			average days to maturity	6210		weighted average yield		2.70%		
CAP IMPROVE	T-BILLS	02/20/25	10/02/25	2	\$ 1,768,000.00	\$ 1,723,259.38	\$ 1,767,805.52	4.17%		44,341.00
	T-BILLS	06/12/25	11/13/25	44	1,860,000.00	1,827,520.89	1,851,090.60	4.15%		23,199.00
	T-BILLS	05/15/25	12/26/25	87	1,735,000.00	1,691,868.98	1,719,020.65	4.08%		26,454.00
	T-BILLS	03/20/25	12/26/25	87	570,000.00	552,848.46	564,750.30	3.97%		11,841.00
	T-BILLS	04/17/25	01/22/26	114	672,000.00	652,060.27	664,003.20	3.93%		11,821.00
	T-BILLS	07/11/25	02/19/26	142	953,000.00	929,770.49	939,076.67	4.03%		8,438.00
	T-BILLS	08/11/25	03/19/26	170	732,000.00	714,793.32	719,175.36	3.63%		3,911.00
	T-BILLS	09/17/25	04/16/26	198	930,000.00	910,633.19	911,465.10	3.94%		1,193.00
			average days to maturity	106	\$ 9,220,000.00	\$ 9,002,754.98	\$ 9,136,387.40	4.04%		
NEW CONST	T-BILLS	07/08/25	46,184	254	\$ 2,355,000.00	\$ 2,269,055.19	\$ 2,295,771.75	4.03%		21,483.00
	T-BILLS	02/20/25	01/22/26	114	3,525,000.00	3,394,600.85	3,483,052.50	4.12%		86,157.00
			average days to maturity	114	\$ 5,880,000.00	\$ 5,663,656.04	\$ 5,778,824.25	4.08%		
TOTAL										
% In T-Bills	93.47%				\$ 16,659,369.00	\$ 16,217,598.87	\$ 16,471,010.47		\$ -	\$ 243,169.00
% in T-Bonds	6.53%									
	100.00%									
			Portfolio average days	1587		Portfolio weighted average yield		3.97%		

BANK OF NEW YORK
STATEMENT OF CHANGES IN TRUSTEE FUNDS
FOR PERIOD ENDING SEPTEMBER 30, 2025

	Debt Service Reserve Funds	Debt Service Funds	Capital Improvement Fund	New Construction Fund
CASH RECEIPTS				
Cash Balance Jan 1	\$ 27,107	\$ 40	\$ -	\$ -
Investment Liquidations	449,566	2,398,541	15,241,229	7,678,899
Interest Received	25,127	6,971	323,456	257,216
Transfer from Other Funds	-	11,013,067	1,740,500	-
Total	\$ 501,800	\$ 13,418,619	\$ 17,305,185	\$ 7,936,115
CASH DISBURSEMENTS				
Property Additions	\$ -	\$ -	\$ 3,651,448	\$ -
Interest to Bondholders	-	6,513,941	-	-
Bond Maturities & Purchases	-	4,515,000	-	-
Investment Purchases	462,819	2,389,678	13,653,737	7,936,115
Transfers to Other Funds	-	-	-	-
Cash Balance SEPT 30, 2025	38,981	-	-	-
Total	\$ 501,800	\$ 13,418,619	\$ 17,305,185	\$ 7,936,115
Investments at SEPT 30				
Investments (at cost)	\$ 1,551,188	\$ 7,785	\$ 9,003,370	\$ 5,667,042
Accrued Interest	4,331	-	131,198	107,640
Total	\$ 1,555,519	\$ 7,785	\$ 9,134,568	\$ 5,774,682
Cash & Investment Balance at 1/1/25	\$ 1,565,042	\$ 8,880	\$ 10,561,115	\$ 5,409,833
Cash & Investment Balance at 9/30/25	\$ 1,590,169	\$ 7,785	\$ 9,003,370	\$ 5,667,042

**MONROE COUNTY WATER AUTHORITY
LOCAL INVESTMENT MATURED HISTORY
JANUARY 1, 2025 THRU SEPTEMBER 30, 2025**

BANK	FUND	SETTLEMENT DATE	MATURITY DATE	INTEREST YIELD	PURCHASE AMOUNT	MATURITY AMOUNT	INTEREST RECEIVED
Wilma/MT	Debt Service	09/03/24	01/09/25	4.87%	\$ 983,207.11	\$ 1,000,000.00	\$ 16,792.89
Key Bank	Debt Service	11/04/24	01/09/25	4.51%	1,686,249.27	1,700,000.00	13,750.73
Key Bank	General Fund	07/15/24	01/09/25	5.17%	2,438,441.67	2,500,000.00	61,558.33
Key Bank	General Fund	07/18/24	01/16/25	5.17%	1,559,798.22	1,600,000.00	40,201.78
Wilma/MT	OPEB	08/02/24	01/16/25	4.89%	2,934,313.33	3,000,000.00	65,686.67
Key Bank	General Fund	01/30/24	01/23/25	4.73%	1,910,210.11	2,000,000.00	89,789.89
Key Bank	General Fund	01/26/24	01/23/25	4.73%	1,909,250.00	2,000,000.00	90,750.00
Key Bank	R & R	02/07/24	01/23/25	4.79%	2,388,850.00	2,500,000.00	111,150.00
Key Bank	OPEB	09/13/24	02/06/25	4.72%	2,944,398.33	3,000,000.00	55,601.67
Wilma/MT	R & R	08/08/24	02/06/25	4.95%	1,951,820.56	2,000,000.00	48,179.44
Key Bank	Rate Stabilization	10/01/24	02/13/25	4.46%	1,967,525.00	2,000,000.00	32,475.00
Wilma/MT	OPEB	05/03/24	02/15/25	5.20%	2,926,875.00	3,000,000.00	73,125.00
Wilma/MT	T-Note Interest		02/15/25	5.20%			30,000.00
Wilma/MT	R & R	06/18/24	02/20/25	5.13%	1,449,488.50	1,500,000.00	50,511.50
Wilma/MT	General Fund	03/26/24	02/20/25	5.01%	2,964,184.26	3,100,000.00	135,815.74
Key Bank	General Fund	05/20/24	02/20/25	5.19%	1,442,960.00	1,500,000.00	57,040.00
Key Bank	OPEB	03/12/24	02/20/25	4.94%	2,865,018.75	3,000,000.00	134,981.25
Wilma/MT	OPEB	09/17/24	03/06/25	4.57%	2,937,482.50	3,000,000.00	62,517.50
Key Bank	General Fund	09/06/24	03/06/25	4.63%	2,932,577.50	3,000,000.00	67,422.50
Wilma/MT	General Fund	10/25/24	03/13/25	4.48%	1,671,479.90	1,700,000.00	28,520.10
Key Bank	Rate Stabilization	04/11/24	03/20/25	5.13%	2,955,568.42	3,100,000.00	144,431.58
Key Bank	General Fund	06/13/24	03/20/25	5.10%	1,923,933.33	2,000,000.00	76,066.67
Key Bank	R & R	05/16/24	03/20/25	5.13%	1,437,116.67	1,500,000.00	62,883.33
Wilma/MT	OPEB	03/21/24	03/20/25	4.95%	2,881,031.18	3,025,000.00	143,968.82
Key Bank	R & R	11/07/24	04/03/25	4.40%	1,473,846.25	1,500,000.00	26,153.75
Wilma/MT	R & R	10/18/24	04/03/25	4.42%	1,470,267.04	1,500,000.00	29,732.96
Key Bank	Rate Stabilization	10/03/24	04/03/25	4.34%	1,957,634.44	2,000,000.00	42,365.56
Wilma/MT	R & R	09/18/24	04/17/25	4.18%	2,440,846.74	2,500,000.00	59,153.26
Wilma/MT	General Fund	09/10/24	04/17/25	4.26%	974,991.42	1,000,000.00	25,008.58
Key Bank	OPEB	04/26/24	04/17/25	5.18%	2,949,174.67	3,100,000.00	150,825.33
Wilma/MT	R & R	12/30/24	04/29/25	4.30%	2,958,528.50	3,000,000.00	41,471.50
Key Bank	R & R	11/18/24	05/08/25	4.45%	2,448,937.50	2,500,000.00	51,062.50
Key Bank	OPEB	11/05/24	05/15/25	4.27%	2,926,439.46	2,992,000.00	65,560.54
Wilma/MT	Rate Stabilization	10/02/24	05/15/25	4.01%	1,951,575.00	2,000,000.00	48,425.00
Wilma/MT	R & R	09/24/24	05/15/25	4.06%	2,923,886.67	3,000,000.00	76,113.33
Key Bank	OPEB	06/12/24	05/15/25	5.06%	2,291,710.67	2,400,000.00	108,289.33
Key Bank	R & R	12/12/24	06/05/25	4.30%	2,939,333.33	3,000,000.00	60,666.67
Key Bank	Rate Stabilization	10/11/24	06/12/25	4.17%	1,459,231.67	1,500,000.00	40,768.33
Key Bank	OPEB	07/12/24	06/12/25	4.89%	2,295,703.33	2,400,000.00	104,296.67

**MONROE COUNTY WATER AUTHORITY
LOCAL INVESTMENT MATURED HISTORY
JANUARY 1, 2025 THRU SEPTEMBER 30, 2025**

BANK	FUND	SETTLEMENT DATE	MATURITY DATE	INTEREST YIELD	PURCHASE AMOUNT	MATURITY AMOUNT	INTEREST RECEIVED
Wilma/MT	R & R	06/14/24	06/12/25	5.04%	951,700.83	1,000,000.00	48,299.17
Wilma/MT	Debt Service	05/01/25	07/01/25	4.25%	973,097.07	980,000.00	6,902.93
Wilma/MT	Debt Service	06/04/25	07/03/25	4.23%	976,717.49	980,000.00	3,282.51
Wilma/MT	Debt Service	04/08/25	07/03/25	4.26%	792,049.78	800,000.00	7,950.22
Wilma/MT	R & R	01/09/25	07/03/25	4.26%	1,960,109.72	2,000,000.00	39,890.28
Key Bank	Rate Stabilzation	10/18/24	07/10/25	4.17%	1,455,722.92	1,500,000.00	44,277.08
Wilma/MT	Debt Service	12/04/24	07/10/25	4.24%	972,220.67	1,000,000.00	27,779.33
Wilma/MT	Debt Service	03/11/25	07/10/25	4.23%	1,035,463.36	1,050,000.00	14,536.64
Wilma/MT	OPEB	08/05/24	07/10/25	4.22%	1,635,278.31	1,700,000.00	64,721.69
Key Bank	Debt Service	02/13/25	07/10/25	4.18%	982,931.67	1,000,000.00	17,068.33
Key Bank	OPEB	02/11/25	07/17/25	4.31%	2,945,660.00	3,000,000.00	54,340.00
Key Bank	Rate Stabilzation	01/24/25	07/17/25	4.26%	1,960,173.33	2,000,000.00	39,826.67
Wilma/MT	R & R	02/24/25	07/24/25	4.28%	982,695.83	1,000,000.00	17,304.17
Key Bank	OPEB	02/19/25	07/24/25	4.31%	2,946,008.33	3,000,000.00	53,991.67
Key Bank	OPEB	09/20/24	08/07/25	3.98%	2,608,033.50	2,700,000.00	91,966.50
Wilma/MT	Rate Stabilzation	02/04/25	08/07/25	4.27%	1,957,802.67	2,000,000.00	42,197.33
Key Bank	R & R	08/23/24	08/07/25	4.42%	2,876,977.50	3,000,000.00	123,022.50
Wilma/MT	R & R	02/21/25	08/21/25	4.34%	1,468,430.58	1,500,000.00	31,569.42
Key Bank	R & R	04/10/25	08/28/25	4.17%	1,968,500.00	2,000,000.00	31,500.00
Wilma/MT	General Fund	05/02/25	09/04/25	4.24%	1,971,409.72	2,000,000.00	28,590.28
Wilma/MT	R & R	10/23/24	09/04/25	4.25%	2,892,481.00	3,000,000.00	107,519.00
Wilma/MT	OPEB	10/08/24	09/04/25	4.19%	2,503,971.38	2,600,000.00	96,028.62
Wilma/MT	Rate Stabilzation	03/13/25	09/11/25	4.23%	2,938,029.00	3,000,000.00	61,971.00
Key Bank	R & R	03/27/25	09/25/25	4.20%	1,469,135.83	1,500,000.00	30,864.17
TOTALS					\$ 127,748,486.79	\$ 131,427,000.00	\$ 3,708,513.21

Monroe County Water Authority
Local Investments
As of September 30, 2025

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE*</u>	<u>YIELD</u>	<u>ACCRUED INTEREST</u>
OPEB	T-BILL	10/09/24	10/02/25	2	\$ 2,900,000.00	\$ 2,784,384.89	\$ 2,899,679.47	4.19%	106,570.20
	T-BILL	07/24/25	11/12/25	43	2,700,000.00	2,665,018.35	2,687,391.00	4.31%	21,430.20
	T-BILL	05/16/25	11/13/25	44	2,300,000.00	2,252,819.33	2,288,983.00	4.22%	35,711.79
	T-BILL	01/17/25	12/26/25	87	3,000,000.00	2,886,609.92	2,972,248.27	4.14%	84,628.48
	T-BILL	02/10/25	01/22/26	114	3,000,000.00	2,883,801.67	2,964,300.00	4.21%	77,912.56
	T-BILL	03/10/25	01/22/26	114	3,000,000.00	2,898,637.50	2,963,313.05	3.98%	62,156.25
	T-BILL	08/19/25	02/12/26	135	1,700,000.00	1,667,235.33	1,676,404.00	4.05%	7,774.62
	T-BILL	03/07/25	02/19/26	142	3,000,000.00	2,889,047.08	2,956,170.00	3.97%	63,901.92
	T-BILL	07/23/25	03/19/26	170	2,000,000.00	1,947,632.44	1,963,245.63	4.08%	10,265.13
	T-BILL	04/23/25	04/16/26	198	3,100,000.00	2,982,885.27	3,035,554.18	3.97%	52,342.40
	T-BILL	05/15/25	05/14/26	226	3,000,000.00	2,881,366.33	2,931,930.00	4.08%	44,956.26
	T-BILL	06/17/25	06/11/26	254	2,483,000.00	2,386,630.08	2,415,037.07	4.07%	26,575.56
	T-BILL	07/22/25	07/09/26	282	3,000,000.00	2,886,186.67	2,916,420.00	4.05%	22,633.10
	T-BILL	08/08/25	08/06/26	310	3,000,000.00	2,887,107.00	2,908,500.00	3.89%	16,483.00
	T-BILL	09/12/25	09/03/26	338	2,600,000.00	2,510,448.20	2,515,227.65	3.62%	4,527.90
					<u>\$ 40,783,000.00</u>	<u>\$ 39,409,810.06</u>	<u>\$ 40,094,403.33</u>		
				average days to maturity	164	weighted average yield		4.05%	
R & R	T-BILL	01/28/25	10/02/25	2	\$ 3,000,000.00	\$ 2,917,872.50	\$ 2,999,670.00	4.14%	81,462.50
	T-BILL	11/07/24	10/30/25	30	1,500,000.00	1,439,310.00	1,495,110.00	4.26%	55,590.00
	T-BILL	05/07/25	11/06/25	37	2,500,000.00	2,448,686.11	2,489,975.00	4.20%	40,658.00
	T-BILL	01/27/25	11/28/25	59	3,000,000.00	2,899,604.17	2,980,813.96	4.11%	80,975.82
	T-BILL	06/06/25	12/04/25	65	3,000,000.00	2,937,871.75	2,978,032.00	4.27%	39,817.00
	T-BILL	06/18/25	12/11/25	72	2,000,000.00	1,959,617.78	1,984,840.00	4.27%	23,861.76
	T-BILL	04/09/25	12/26/25	87	1,500,000.00	1,459,947.38	1,486,124.14	3.81%	26,702.04
	T-BILL	01/29/25	01/22/26	114	2,500,000.00	2,402,295.83	2,470,250.00	4.10%	66,592.48
	T-BILL	08/26/25	02/05/26	128	2,000,000.00	1,964,592.78	1,973,520.00	4.03%	7,602.70
	T-BILL	02/21/25	02/19/26	142	1,500,000.00	1,439,605.88	1,477,044.01	4.18%	36,767.77
	T-BILL	04/30/25	02/19/26	142	2,500,000.00	2,422,767.36	2,461,740.02	3.91%	40,056.93
	T-BILL	03/21/25	03/19/26	170	1,200,000.00	1,153,415.00	1,178,976.00	4.10%	24,702.07
	T-BILL	04/29/25	04/16/26	198	1,500,000.00	1,445,000.00	1,470,105.00	3.91%	24,062.50
	T-BILL	05/20/25	05/14/26	226	2,000,000.00	1,921,917.50	1,954,620.00	4.09%	28,927.50
	T-BILL	07/18/25	06/11/26	254	1,000,000.00	964,494.00	972,628.70	4.06%	8,010.50
	T-BILL	08/25/25	07/09/26	282	2,000,000.00	1,934,244.67	1,941,895.45	3.87%	7,444.08

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE</u> <u>DATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DAYS TO</u> <u>MATURITY</u>	<u>FACE</u> <u>VALUE</u>	<u>PURCHASE</u> <u>PRICE</u>	<u>VALUE*</u>	<u>YIELD</u>	<u>ACCRUED</u> <u>INTEREST</u>
R & R CONTD	T-BILL	08/28/25	08/06/26	310	1,500,000.00	1,447,406.67	1,454,250.00	3.83%	5,059.89
	T-BILL	09/22/25	09/03/26	338	2,000,000.00	1,934,067.78	1,934,840.00	3.56%	1,333.92
					<u>\$ 36,200,000.00</u>	<u>\$ 35,092,717.16</u>	<u>\$ 35,704,434.28</u>		
		average days to maturity		148		weighted average yield		4.05%	
DEBT SERV	T-BILL	08/05/25	01/02/26	94	\$ 481,000.00	\$ 473,029.43	\$ 476,100.47	4.10%	2,978.84
	T-BILL	09/02/25	01/02/26	94	960,000.00	947,227.41	950,221.30	4.03%	2,931.32
					<u>\$ 1,441,000.00</u>	<u>\$ 1,420,256.84</u>	<u>\$ 1,426,321.77</u>		
		average days to maturity		94		weighted average yield		4.05%	
RATE STAB FUND	T-BILL	04/07/25	10/02/25	2	\$ 2,025,000.00	\$ 1,985,590.80	\$ 2,024,776.18	4.07%	38,966.40
	T-BILL	05/14/25	11/06/25	37	2,000,000.00	1,960,018.67	1,991,822.00	4.23%	31,576.63
	T-BILL	06/16/25	12/11/25	72	1,500,000.00	1,469,398.83	1,487,793.92	4.27%	18,223.52
	T-BILL	07/17/25	01/08/26	100	1,500,000.00	1,470,096.88	1,484,415.00	4.24%	12,815.25
	T-BILL	07/18/25	03/19/26	170	2,000,000.00	1,946,686.00	1,963,245.63	4.07%	16,169.00
	T-BILL	08/06/25	04/16/26	198	2,000,000.00	1,946,518.61	1,960,140.00	3.94%	11,626.45
	T-BILL	09/15/25	05/14/26	241	3,000,000.00	2,929,306.67	\$ 2,931,930.00	3.64%	4,106.62
					<u>\$ 14,025,000.00</u>	<u>\$ 13,707,616.46</u>	<u>\$ 13,844,122.73</u>		
		average days to maturity		117		weighted average yield		4.02%	
RETIREMENT	T-BILL	02/13/25	11/28/25	59	\$ 600,000.00	\$ 580,512.00	\$ 596,148.00	4.22%	15,496.43
	T-BILL	03/11/25	11/28/25	59	320,000.00	311,071.04	317,953.49	3.97%	6,918.24
	T-BILL	04/08/25	11/28/25	59	310,000.00	302,377.26	308,017.44	3.91%	5,701.50
	T-BILL	05/01/25	11/28/25	59	305,000.00	298,173.01	303,049.42	4.25%	4,918.72
	T-BILL	06/04/25	11/28/25	59	307,000.00	300,785.73	305,036.63	4.23%	4,142.98
	T-BILL	07/01/25	11/28/25	59	307,000.00	301,778.40	305,036.63	4.21%	3,167.71
	T-BILL	08/05/25	11/28/25	59	305,000.00	301,025.81	303,049.42	4.19%	1,935.36
	T-BILL	09/02/25	11/28/25	59	305,000.00	302,033.24	303,049.42	4.11%	954.80
					<u>\$ 2,759,000.00</u>	<u>\$ 2,697,756.49</u>	<u>\$ 2,741,340.44</u>		
		average days to maturity		59		weighted average yield		4.14%	
GENERAL FUND									
	T-BILL	12/04/24	11/28/25	59	\$ 800,000.00	\$ 767,578.31	\$ 794,883.72	4.25%	27,093.00
	T-BILL	03/13/25	01/22/26	114	2,500,000.00	2,415,278.13	2,469,427.54	4.03%	50,833.44
	T-BILL	03/19/25	01/22/26	114	2,500,000.00	2,415,346.88	2,469,427.54	4.10%	48,490.92
	T-BILL	04/09/25	01/22/26	114	1,500,000.00	1,455,600.00	1,482,150.00	3.85%	26,825.58
	T-BILL	06/09/25	01/22/26	114	1,800,000.00	1,754,849.70	1,777,987.83	4.12%	22,475.70
	T-BILL	09/03/25	02/12/26	135	2,000,000.00	1,965,440.00	1,972,240.00	3.96%	5,759.91

<u>FUND</u>	<u>TYPE</u>	<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY</u>	<u>FACE VALUE</u>	<u>PURCHASE PRICE</u>	<u>VALUE*</u>	<u>YIELD</u>	<u>ACCRUED INTEREST</u>
GEN FUN CONTD	T-BILL	02/20/25	02/19/26	142	3,000,000.00	2,878,606.00	2,954,088.03	4.18%	59,029.50
	T-BILL	03/21/25	02/19/26	142	1,700,000.00	1,638,826.21	1,673,983.22	4.03%	31,591.53
	T-BILL	03/20/25	03/19/26	170	2,000,000.00	1,921,800.67	1,963,245.63	4.04%	37,595.25
	T-BILL	07/17/25	06/11/26	254	400,000.00	385,721.40	389,051.48	4.07%	3,255.00
					<u>\$ 18,200,000.00</u>	<u>\$ 17,599,047.30</u>	<u>\$ 17,946,484.99</u>		
				average days to maturity	136	weighted average yield		4.06%	
					TOTALS	\$ 113,408,000.00	\$ 109,927,204.31	\$ 111,757,107.55	\$1,733,076.43
% in T-Bills	100.00%				Portfolio average days	120	weighted average yield		4.05%

* value used on the monthly statements

MONROE COUNTY WATER AUTHORITY
MONEY MARKET
AS OF SEPTEMBER 30, 2025

BANK	FUND	ENDING BALANCE 09/30/25
M & T Bank	OPEB	\$ 75,770.94
	Rate Stabilization	42,383.54
	General Fund	50,321.93
		<u>\$ 168,476.41</u>
	Interest Earned as of September 30, 2025	\$ 1,842.69
	Weighted Average Yield	2.00%
Key Bank	R & R	\$ 742.90
	General Fund	4,589.09
		<u>\$ 5,331.99</u>
	Interest Earned as of September 30, 2025	\$ 69.27
	Weighted Average Yield	0.63%
	Total Interest on Money Markets	\$ 1,911.96

**MONROE COUNTY WATER AUTHORITY
INVESTMENT HISTORY**

<u>2025</u>	<u>AVERAGE INVESTMENT BALANCE</u>	<u>INTEREST RATE</u>	<u>INTEREST EARNED</u>
<u>OPERATIONS & MAINTENANCE - MONEY MARKET/ M & T</u>			
JANUARY	\$ 6,962,256.41	2.00 % - 2.00 %	\$ 14,010.63
FEBRUARY	7,120,329.25	2.00 % - 2.00 %	11,165.48
MARCH	9,409,986.34	2.00 % - 2.00 %	13,509.69
APRIL	10,484,951.83	2.00 % - 2.00 %	15,960.18
MAY	8,283,699.51	2.00 % - 2.00 %	12,137.19
JUNE	7,297,443.08	2.00 % - 2.00 %	13,654.19
JULY	5,475,941.10	2.00 % - 2.00 %	10,237.47
AUG	8,732,617.71	2.00 % - 2.00 %	17,468.22
SEPT	8,896,147.48	2.00 % - 2.00 %	15,140.92
OCT	-	0.00 % - 0.00 %	-
NOV	-	0.00 % - 0.00 %	-
DEC	-	0.00 % - 0.00 %	-
			\$ 123,283.97
<u>WATER REVENUE - MONEY MARKET / M & T BANK</u>			
JANUARY	\$ 4,323,668.46	2.00 % - 2.00 %	\$ 6,300.41
FEBRUARY	4,071,803.76	2.00 % - 2.00 %	6,167.32
MARCH	4,617,724.22	2.00 % - 2.00 %	8,317.09
APRIL	4,409,140.34	2.00 % - 2.00 %	6,209.05
MAY	3,568,899.15	2.00 % - 2.00 %	5,076.47
JUNE	4,279,100.67	2.00 % - 2.00 %	6,936.92
JULY	4,756,991.73	2.00 % - 2.00 %	6,881.08
AUG	4,557,543.14	2.00 % - 2.00 %	6,438.49
SEPT	4,855,521.89	2.00 % - 2.00 %	7,433.56
OCT	-	0.00 % - 0.00 %	-
NOV	-	0.00 % - 0.00 %	-
DEC	-	0.00 % - 0.00 %	-
			\$ 59,760.39

**MONROE COUNTY WATER AUTHORITY
LOCAL CASH & INVESTMENT
STATEMENT OF COLLATERAL
AS OF SEPTEMBER 30, 2025**

<u>MCWA INVESTMENT</u>	<u>COLLATERAL TYPE</u>	<u>MARKET VALUE</u>
	<u>M & T Bank</u>	
\$ 7,944,591.01	GNMA G2SF	\$ 8,103,482.83
12,729,591.08	US TR NOTE	12,441,386.65
250,000.00	FDIC Time Deposits	250,000.00
250,000.00	FDIC Demand Deposits	250,000.00
<u>\$ 21,174,182.09</u>		<u>\$ 21,044,869.48</u>
	<u>KEY BANK</u>	
\$ 1,444,692.26	GN 2320M EA SEQ FIX	\$ 1,473,586.11
250,000.00	FDIC Demand Deposits	250,000.00
250,000.00	FDIC Time Deposits	250,000.00
<u>\$ 1,944,692.26</u>		<u>\$ 1,973,586.11</u>
	<u>J.P.Morgan Chase Bank</u>	
\$ 250,000.00	US T-Notes	\$ 250,021.14
250,000.00	FDIC Time Deposits	250,000.00
<u>\$ 500,000.00</u>		<u>\$ 500,021.14</u>
 \$ 23,618,874.35	 TOTAL	 \$ 23,518,476.73

Auditors: EFPR Group, LLP

Trustee: The Bank of New York Mellon

Banks: Key Bank
M & T Bank
J.P. Morgan Chase



Monroe County Water Authority

Memorandum

To: Scott Nasca, Chairman, & MCWA Board Members

Date: November 3, 2025

From: Amy A. Molinari, Director of Finance and Business Services

A handwritten signature in blue ink, appearing to be 'AM', located to the right of the 'From' field.

Subject: 3rd Quarter Financial Report

Copies: N. Noce
L. Magguilli
L. Rawlins
A. Mammino

In accordance with the Authority's Accounting Policies and Procedures Manual, readopted in June 2025, I respectfully submit for your review the Authority's 3rd Quarter Financial Report – period ending September 30, 2025.

Should you have any questions or comments, feel free to contact me.

Attachment



MONROE COUNTY WATER AUTHORITY

**Quarterly Financial Report
Nine Months Ending
September 30, 2025**



MONROE COUNTY WATER AUTHORITY

P.O. Box 10999 • 475 Norris Drive • Rochester, N.Y. 14610-0999

Phone: (585) 442-2000 Fax (585) 442-0220

November 3, 2025

Mr. Scott D. Nasca, Chairman
475 Norris Drive
Rochester, New York 14610

Dear Chairman Nasca:

The financial report of the Monroe County Water Authority for the first nine months of 2025 is submitted herewith.

GENERAL AUTHORITY OPERATIONS

WATER REVENUES

Water Revenues totaled \$76,021,521 for the first nine months of 2025, above the budgeted amount by \$2,870,902 and \$4,244,482 higher than this time in 2024. Residential Sales is over the budget amount by \$1,989,876 and \$2,886,260 higher than 2024. Industrial and Large Commercial Sales is under budget by \$874,435 and \$410,264 higher than this time last year. Water District Sales are \$1,236,947 above the budget and \$701,659 higher than this time in 2024.

TABLE 1.1

(In thousands)

	2025 YTD	2025 YTD	Budget Variance	Increase
<u>Revenue Source</u>	<u>Actual</u>	<u>Budget</u>	<u>Favorable</u>	<u>(Decrease)</u>
Res. & Com. – Quarterly	\$ 59,963.9	\$ 57,974.0	1,989.9	\$ 2,886.3
Ind. & Com. – Quarterly	6,279.6	7,154.0	(874.4)	410.3
Water Districts	4,927.8	3,690.8	1,236.9	701.6
Fire Services	1,133.0	1,029.4	103.6	12.3
Service Fees*	2,110.5	2,104.0	6.5	134.0
Other	<u>1,606.7</u>	<u>1,198.3</u>	<u>408.4</u>	<u>100.0</u>
Total	<u>\$76,021.5</u>	<u>\$ 73,150.5</u>	<u>\$2,870.9</u>	<u>\$4,244.5</u>

*Includes the payment by Kodak for the CPF, and Genesee County for Construction of transmission lines.

TABLE 1.2

	Service Units	Increase (Decrease)	Metered Consumption (Mil. Gals.)	Increase (Decrease) From 2023 (Mil. Gals.)
Residential & Commercial – Quarterly	191,382	725	9,224.7	(771.2)
Industrial & Commercial – Monthly	374	1	1,682.8	35.9
Water Districts	13	-	1,557.9	60.2
Fire Services	3,114	46	0	0
Miscellaneous Water Sales	-	-	13.6	(4.7)
Total			<u>12,479.0</u>	<u>(679.8)</u>
City of Rochester – Purchases			3,627.5	130.8
Erie County – Purchases			184.1	2.0

The increase in service units is due to normal growth.

OPERATIONS AND MAINTENANCE

TABLE 1.3

(In thousands)

	2025 YTD Actual	2025 YTD Budget	Budget Variance Favorable (Unfavorable)	Increase (Decrease) from 2024
Operating Departments				
Administration	3,739.6	4,231.4	491.8	564.8
Production	11,748.6	12,683.4	934.8	1,459.6
Purchased Water-City of Rochester	1,437.5	1,260.0	(177.5)	170.5
Purchased Water-Erie County	791.9	540.0	(251.9)	191.2
Engineering	3,501.8	5,880.7	2,378.9	60.2
Facilities, Fleet & Operations	12,570.3	14,226.2	1,655.9	620.7
Business Services	<u>6,958.5</u>	<u>8,338.9</u>	<u>1,380.4</u>	<u>1,021.1</u>
Total Operating Departments	40,748.2	47,160.6	6,412.4	4,088.1
Other	<u>783.9</u>	<u>783.9</u>	<u>0</u>	<u>(119.7)</u>
	41,532.1	47,944.5	6,412.4	3,968.4

ADMINISTRATION

The Administration Department expenses are under budget by \$491,786. Fringe Benefits are \$205,339 less than anticipated. Retiree Benefits is \$138,913 over budget due to more than anticipated health care premiums. Legal Services is \$71,589 under budget due to necessity and timing. Other Outside Services is \$66,315 under budget due to necessity of Safety Services.

PRODUCTION

The Production Department expenses, excluding Purchased Water, is under budget by \$934,800. Labor and fringe benefits are under budget by \$680,530, mainly due to five vacancies. Consultants are under budget \$108,005 due to necessity. Power for Production is over budget by \$664,862 due to increased costs of electricity and a 15% increase in Production since the 3rd Quarter of 2024.. Purchased Water is over budget by \$429,356.

ENGINEERING

The Engineering Department expenses are \$2,378,917 under budget. Labor and fringe benefits is \$298,657 under budget due to three full-time vacancies and one full-time budgeted position filled by a part-time employee. Copper & Lead Expense is under budget by \$1,725,927 due to timing and need.

FACILITIES, FLEET & OPERATIONS

The Facilities, Fleet & Operations Department expenses are \$1,655,867 under budget. Labor and fringe benefits are \$562,524 under budget partly due to seven vacant positions. Gas & Diesel are under budget by \$253,047 due to fluctuating gas prices. Maintenance Contracts are under budget by \$309,146 due to the timing of the Pavement and Lawn restoration invoices.

BUSINESS SERVICES

The Finance & Business Services Department expenses are \$1,380,395 under budget. Labor and fringe benefits are \$963,065 under budget due to six vacant positions and less than anticipated transfers from other cost centers. Consultants are \$253,873 under budget due to less than anticipated needs in the IT Department. Repair Materials-Mains is under budget by \$135,50 due to less need for meter parts than budgeted for. Maintenance Contracts are over budget by \$68,437 due to need of services.

TABLE 1.4

	Number of Employees 3rd Quarter Ending 2025					Number of Employees 3rd Quarter Ending 2024			
	Full Time	Full Time Budget	Part Time	Temp. Co-op & Seasonal		Full Time	Full Time Budget	Part Time	Temp. Co-op & Seasonal
Administration	7	8	7	0	Administration	7	7	7	0
Prod./Trans.	43	48	0	0	Prod./Trans.	43	47	0	0
Engineering	29	33	1	0	Engineering	31	33	1	0
Fac./Fleet/Oper.	72	79	0	0	Fac./Fleet/Oper.	71	82	0	0
Business Serv.	<u>53</u>	<u>59</u>	<u>3</u>	<u>0</u>	Business Serv.	<u>47</u>	<u>58</u>	<u>3</u>	<u>0</u>
	204	227	11	0		199	227	11	0

The number of full-time positions is under budget by twenty-three employees. Administration is under budget by one position. Production has five vacant positions. Engineering has three full time vacant positions and a budgeted full-time position currently filled by a part-time employee. Facilities, Fleet and Operations has seven open positions. Business Services has six vacant positions.

SUMMARY

Overall, the Authority continues to be in excellent financial condition. We continue to increase our service area and provide reliable, cost-effective services to our customers.

Respectfully submitted,



Amy A. Molinari

Director of Finance & Business Services

MONROE COUNTY WATER AUTHORITY
2.1 BALANCE SHEETS
as of September 30, 2025

ASSETS

	30-Sep 2025	30-Sep 2024
WATER PLANT, net	\$ 452,432,731	\$ 438,396,612
WATER FACILITIES LEASED, net		
DEBT SERVICE RESERVES	1,590,169	1,542,662
CURRENT ASSETS:		
Water Revenue Fund	9,466,179	8,098,483
O & M Fund	8,199,390	3,674,691
Rate Stabilization fund	13,750,000	11,750,000
General Fund	56,400,522	57,452,320
Other Cash & Investments	44,296,268	42,961,867
Funds held by Trustee		
Debt Service Fund	7,827	8,680
Capital Improvement Fund	9,003,370	11,806,638
Construction Fund	-	-
New Construction Fund	5,667,042	5,409,814
Accounts Receivable	11,891,378	10,321,821
Accrued Unbilled Revenues	11,548,000	11,528,000
Materials & Supplies	3,352,094	4,408,806
Prepayments	2,166,258	1,614,921
	<u>\$ 175,748,328</u>	<u>\$ 169,036,041</u>
DEFERRED OUTFLOWS RESOURCES	\$ 8,143,839	\$ 9,506,978
DEFERRED OUTFLOWS - OPEB	<u>15,729,327</u>	<u>15,018,772</u>
	<u>\$ 653,644,394</u>	<u>\$ 633,501,065</u>

LIABILITIES AND CAPITALIZATION

WATER REVENUE BONDS	\$ 119,285,405	\$ 124,688,266
CAPITAL LEASE OBLIGATION	-	-
OPEB OBLIGATIONS	50,917,403	41,657,111
SICK BANK RESERVE	4,018,915	3,870,913
NET PENSION LIABILITY - ERS	8,417,137	12,769,819
CURRENT LIABILITIES:		
Bonds due within one year	5,225,000	5,030,000
Capital Lease due within one year	-	-
Accounts payable & accrued expense	3,392,379	3,268,874
Accrued payroll & benefits	1,996,584	1,823,079
Accrued vacation	1,232,283	1,166,733
Accrued interest on bonds	1,088,024	1,140,399
Customer deposits	374,744	565,421
	<u>\$ 13,309,014</u>	<u>\$ 12,994,506</u>
CAPITALIZATION:		
Contributions in aid	71,799,959	71,799,959
Earnings reinvested	358,506,801	331,078,357
	<u>\$ 430,306,760</u>	<u>\$ 402,878,316</u>
DEFERRED INFLOW RESOURCES	\$ 4,639,069	\$ 707,628
DEFERRED INFLOW -OPEB	<u>22,750,692</u>	<u>33,934,507</u>
	<u>\$ 653,644,395</u>	<u>\$ 633,501,066</u>

WORKING CAPITAL - \$162,439,314

2.2 STATEMENTS OF REVENUES

as of September 30, 2025

	Actual	Budget	Variance Favor. (Unfav.)
OPERATING REVENUES:			
Water Sales - Residential	\$ 59,963,876	\$ 57,974,000	\$ 1,989,876
Water Sales - Industrial/Commercial	6,279,602	7,154,037	(874,435)
Water Sales - Water Districts	4,927,771	3,690,824	1,236,947
Other Water Revenue	4,228,641	3,984,913	243,728
Other Operating Revenue	621,632	346,845	274,787
	<u>\$ 76,021,522</u>	<u>\$ 73,150,619</u>	<u>\$ 2,870,903</u>
OPERATING EXPENSES:			
Administration	\$ 3,739,636	\$ 4,231,422	\$ 491,786
Production	11,748,566	12,683,412	934,846
Purchased Water - City of Rochester	1,437,496	1,260,000	(177,496)
Purchased Water - Erie County Water	791,859	540,000	(251,859)
Engineering	3,501,777 #	5,880,694	2,378,917
Facilities, Fleet & Operations	12,570,328	14,226,195	1,655,867
Business Services	6,958,553	8,338,947	1,380,394
	<u>\$ 40,748,215</u>	<u>\$ 47,160,670</u>	<u>\$ 6,412,455</u>
Other Expenses	<u>783,931</u>	<u>783,931</u>	<u>-</u>
NET REVENUES FOR DEBT SERVICE	\$ 34,489,376	\$ 25,206,018	\$ 9,283,358
DEDUCT:			
Interest Expense on Water Revenue Bonds	\$ 4,982,193	\$ 4,982,193	-
Interest Expense on County Lease-Net	-	-	-
Amortization of Bond Expense & Def Amt of Refund	(133,396)	(133,396)	-
Depreciation and Amortization	17,309,755	17,309,755	-
	<u>\$ 22,158,552</u>	<u>\$ 22,158,552</u>	<u>\$ -</u>
REVENUES (LOSS) FROM OPERATIONS	\$ 12,330,824	\$ 3,047,465	\$ 9,283,359
ADD (DEDUCT)			
Interest on Investments - Local	\$ 3,607,494	225,000	\$ 3,382,494
Interest on Investments - Trustee	536,800	37,494	499,306
Gain (Loss) on Disposal of Assets	-	-	-
Other Non-Operating Income	1,642,253	1,224,964	417,289
Extraordinary Expense	-	-	-
Unrealized Gain (Loss) on Investment	-	-	-
Realized Gain (Loss) on Investment	-	-	-
	<u>\$ 5,786,547</u>	<u>1,487,458</u>	<u>\$ 4,299,089</u>
REVENUES (LOSS) INVESTED IN FACILITIES			
Year to Date	\$ 18,117,370	\$ 4,534,921	\$ 13,582,448

2.3 DEPARTMENT EXPENSE SUMMARY
For the Period Ending September 30, 2025
(in thousands)

	Actual YTD	Budget YTD	Variance Favor. (Unfav.)	Previous YTD	Variance Favor. (Unfav.)
ADMINISTRATION					
Payroll & Benefits	1,132.2	1,445.8	313.6	1,104.9	(27.3)
Retiree Benefits	1,721.9	1,583.0	74.8	1,231.8	(490.1)
Outside Services	843.4	1,080.1	154.8	768.3	(75.1)
Supplies/Postage/Printing	9.4	25.7	2.7	8.9	(0.5)
Maintenance	1.0	1.1	0.1	1.0	-
Utilities	2.5	1.2	(1.3)	2.8	0.3
Other	29.2	94.6	65.4	57.2	28.0
TOTALS	3,739.6	4,231.5	491.9	3,174.9	(564.7)
PRODUCTION					
Payroll & Benefits	4,630.8	5,446.3	815.5	4,579.8	(51.0)
Outside Services	124.9	269.2	144.3	183.1	58.2
Supplies/Postage/Printing	135.2	133.8	(1.4)	156.7	21.5
Chemicals	1,107.4	1,143.0	35.6	1,067.0	(40.4)
Maintenance	564.2	733.4	169.2	500.9	(63.3)
Utilities	377.4	745.3	367.9	480.8	103.4
Power	4,525.3	3,860.4	(664.9)	3,016.3	(1,509.0)
Purchased Water	2,229.4	1,800.0	(429.4)	1,867.7	(361.7)
Other	283.4	352.1	68.7	304.4	21.0
TOTALS	13,978.0	14,483.5	505.5	12,156.7	(1,821.3)
ENGINEERING/DESIGN/CONSTRUCTION					
Payroll & Benefits	2,328.0	3,008.6	680.6	2,270.1	(57.9)
Outside Services	1,057.4	2,757.3	1,699.9	1,072.8	15.4
Supplies/Postage/Printing	12.9	32.4	19.5	24.0	11.1
Maintenance	10.7	10.7	-	30.5	19.8
Utilities	13.8	12.0	(1.8)	12.8	(1.0)
Other	78.9	59.7	(19.2)	31.2	(47.7)
TOTALS	3,501.7	5,880.7	2,379.0	3,441.4	(60.3)
FACILITIES, FLEET & OPERATIONS					
Payroll & Benefits	7,177.8	7,768.0	590.2	6,791.9	(385.9)
Outside Services	39.0	42.5	3.5	34.2	(4.8)
Supplies/Postage/Printing	261.2	313.1	51.9	191.3	(69.9)
Maintenance	3,831.2	4,336.5	505.3	3,652.2	(179.0)
Vehicles	1,224.0	1,588.2	364.2	1,132.6	(91.4)
Utilities	87.9	113.1	25.2	98.9	11.0
Other	(50.7)	64.7	115.4	48.5	99.2
TOTALS	12,570.4	14,226.1	1,655.7	11,949.6	(620.8)
BUSINESS SERVICES					
Payroll & Benefits	4,961.2	5,924.3	963.1	4,312.3	(648.9)
Outside Services	921.8	1,164.6	242.8	791.3	(130.5)
Supplies/Postage/Printing	529.2	619.7	90.5	476.0	(53.2)
Maintenance	380.2	433.7	53.5	157.0	(223.2)
Utilities	50.3	63.7	13.4	63.1	12.8
Other	115.9	132.9	17.0	137.9	22.0
TOTALS	6,958.6	8,338.9	1,380.3	5,937.6	(1,021.0)
TOTAL ALL DEPARTMENTS	40,748.3	47,160.7	6,412.4	36,660.2	(4,088.1)

Monroe County Water Authority
Statement of Cash Flows as of September 30, 2025

CASH FLOW FROM OPERATING ACTIVITIES:

Receipts from customers	\$ 73,136,137
Payments to suppliers	(20,803,899)
Payments to employees	(19,859,038)
Net cash flow from operating activities	32,473,201

CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

Withdrawals from funds held by trustee	1,279,551
Purchases of capital assets	(18,248,868)
Proceeds from disposal of capital assets	-
Federal interest subsidy	1,184,040
Proceeds from water revenue bond issuance	-
Proceeds from bond premium	-
Deposit to Series 2020 Construction Funds	-
Withdrawals from Series 2020 Construction Funds	-
Proceeds from BANs issued	-
Bond forgiveness	-
Repayments and redemptions of water revenue bonds	(4,515,000)
New Capital Leases	-
Repayments of obligations under capital leases	-
Interest paid	(6,513,942)
Net cash flow from capital and related financing activities	(26,814,218)

CASH FLOW FROM INVESTING ACTIVITIES:

Interest received	4,144,294
Gains (losses) on investing activities	-
Purchases of investments	(4,628,160)
Reversal of YE 2020 Investment Reclass	-
Sales of investments	-
Net cash flow from investing activities	(483,866)

NET CHANGE IN CASH AND CASH EQUIVALENTS 5,175,117

CASH AND CASH EQUIVALENTS - beginning of year 16,836,284

CASH AND CASH EQUIVALENTS - end of year \$ 22,011,400

Reconciliation of operating income to net cash provided by operating activities:

Operating income	\$ 17,334,157
Adjustments to reconcile change in net assets to net cash flow from operating activities	
Depreciation and amortization	17,176,360
Bad debt expense	2,438
Pension items - ERS	-
Other postemployment benefit items	-
Changes in Assets and Liabilities:	
Accounts receivable	(1,659,341)
Accrued unbilled revenue	(1,420,000)
Materials and supplies	1,258,069
Prepayments and other current assets	(861,289)
Accounts payable and accrued expenses	(1,090,712)
Accrued payroll and benefits	1,560,703
OPEB obligation, net	-
Customer deposits	172,816
Net cash flow from operating activities	<u>\$ 32,473,201</u>

MONROE COUNTY WATER AUTHORITY

CODE OF ETHICS POLICY (READOPTED NOVEMBER 2024) 2025

ARTICLE 1 PURPOSE

As a public benefit corporation, the Monroe County Water Authority (the “Authority”) must conduct its operations in a manner that best serves the interests of its customers and the general public. The Authority expects all Members, officers and employees to observe high ethical standards of conduct in the performance of their duties, comply and cause the Authority to comply with all laws and regulations governing business transactions, and use and cause the Authority to use Authority funds and assets only for legal and appropriate public purposes.

This Code of Ethics governs the day-to-day actions of all Members, officers and employees of the Authority. To the extent that a matter falls within the scope of both this policy and the Authority’s Conflicts of Interest Policy or Whistleblower Policy, the provisions of the Conflicts of Interest Policy or the Whistleblower Policy, respectively, shall govern.

ARTICLE 2 POLICIES

1. Discharge of Duties

In the course of performing his or her duties, Members, officers and employees shall:

- (a) endeavor to perform the duties of their positions to the best of their ability in furtherance of the Authority’s public purposes;
- (b) uphold high standards of dedicated public service;
- (c) support and encourage fellow employees in the proper execution of their duties; and
- (d) when a question of conduct or regulation occurs, seek the advice of a supervisor, the Authority’s attorneys or the Authority’s independent Ethics Board (formed pursuant to Article 4 hereof).

2. Prohibited Conduct

In the course of performing his or her duties, Members, officers and employees shall not:

- (a) receive any compensation for or have an interest, financial or otherwise, direct or indirect, or incur any obligation that is in substantial conflict with the proper discharge of their duties to the Authority;
- (b) engage in other employment that might impair the independence of their judgment in the execution of their duties with the Authority;

(c) disclose confidential information acquired in the course of official duties nor use such confidential information to further their own personal financial interests;

(d) directly or indirectly solicit or accept any gifts, entertainment, discounts, services, loans or anything of value totaling \$75 or more in any calendar year from any supplier, significant commercial customer, or other persons with whom the Authority does business (gifts of \$75 or more in value must be returned to the donor with the explanation that Authority policy will not permit acceptance of the gift; the Authority will reimburse the employee for the expense of returning gifts); and

(e) engage in conduct prohibited under the Authority's Whistleblower Policy.

3. Specifically Prohibited Actions

Unless otherwise permitted by the Ethics Board, no Member, officer or employee shall engage in the following actions to the extent they create a conflict of interest with the Authority's interest:

(a) receipt by a family member of a Member, officer or employee (family being defined as related by blood or marriage) of gifts or other items described in Section 2(d) of this Article 2;

(b) speculating or dealing in equipment, supplies, or materials normally purchased by the Authority;

(c) borrowing money from the Authority, suppliers, significant commercial customers, individuals or firms with whom the Authority does business (loans or mortgages from banks or individuals doing business with the Authority are exempted if the terms are at current rates and the customary collateral for such transactions is provided);

(d) acquiring an interest in real estate in which it is known that the Authority also has a current or anticipated interest;

(e) misusing information to which the individual has access by reason of his or her position – such as by disclosing confidential information (of a technical, financial or business nature) to others outside or inside the business (whether or not a consideration is received), or using such information for his or her own or family's (as previously defined) benefit;

(f) soliciting funds or other items of value from Authority vendors, suppliers or consultants for oneself or to benefit any other organization, club or person, whether such other persons or entities are charitable, religious or profit-making;

(g) serving as an officer, director or manager with another company or business organization directly or indirectly related to the Authority without specific authorization from the Authority; and

(h) representing current or potential customers to submit applications, plans or other compliance information to the Authority for approval.

The foregoing list does not encompass every situation that may lead to a conflict.

4. Duty to Disclose

Each Member, officer and employee shall have the duty to report to the Ethics Board (as defined below) in writing any violation or possible violation of the terms of this Policy, including without limitation instances of conduct prohibited by this Article 2. The following describes some, but not all, situations that must be disclosed:

(a) engaging in activities as an individual or as the holder of more than a one percent financial interest, directly or indirectly (as an owner, stockholder, securities holder in a publicly owned corporation, partner, joint venturer, creditor, guarantor, director, trustee or beneficiary of a trust), in or with a firm that (i) provides services or supplies materials or equipment to the Authority or (ii) to which the Authority makes sales or provides services;

(b) serving as an employee, owner or consultant of another organization providing goods and/or services to the Authority or one or more of the Authority's significant commercial customers, or functioning individually and providing said services to the Authority or one or more of the Authority's significant commercial customers;

(c) membership on or employment with any entity where such employment, service or membership is incompatible with the proper discharge of official duties, or would impair independent judgment or action in the performance of official duties; and

(d) selling goods, services or other items of value to Authority vendors, suppliers or consultants for oneself or to benefit any other organization, club or person, whether such other persons or entities are charitable, religious or profit-making.

5. Nepotism Policy

(a) Any person living in the same household as a current Member, officer or employee and any person who is a direct descendant of a current Member, officer or employee's grandparents (e.g. siblings, parents, children, nieces, nephews, cousins, etc.) or the spouse of such descendant (individually and collectively, a "Relative") may be considered for a permanent position only if all of the following conditions are met:

- The Relative is an appointment from a Civil Service List.
- There will be no supervisory relationship between the Relative and the current Member, officer or employee.
- The Relative and the current Member, officer or employee will not work in the same department.
- The Executive Director, with the advice of the Department Heads, has approved the hiring of the Relative.

(b) If current Members, officers or employees marry, it may be necessary for the Authority to reassign one or both individuals, particularly in the case of close working, or direct supervisory relationships.

(c) A Relative may be considered for summer or temporary employment only if all of the following conditions are met:

- There will be no supervisory relationship between the Relative and the current Member, officer or employee.
- The Relative and the current Member, officer or employee will not work in the same department.

(d) In no event shall a current Member, officer, or employee participate in any decision to hire, promote, discipline, or discharge a Relative.

ARTICLE 3 DISCLOSURE STATEMENTS

On an annual basis, the Authority shall obtain a completed financial disclosure statement (in the form set forth as Exhibit A attached hereto, a “Disclosure Statement”) from each Member, the Executive Director, the Executive Staff, and any employees with authority to approve purchases of amounts greater than \$1,000.

ARTICLE 4 PROCEDURES

1. Ethics Board

The Authority shall establish an Ethics Board comprised of three persons not employed by the Authority. The Members of the Authority shall appoint the members of the Ethics Board on an annual basis. The Ethics Board shall interpret and make recommendations to the Authority regarding any question under or purported violation of this Policy and any statutory enacted ethics standards affecting Members, officers and employees.

Annually, the Ethics Board shall review the completed Disclosure Statements to identify businesses with direct or indirect ties to Members; officers and/or employees of the Authority. The Ethics Board shall determine whether any of these relationships warrant placing the business on a list of businesses that the Authority will not hire (the “Prohibited Contractors List”). In making its determination, the Ethics Board shall assess the nature of the relationship between a Member, officer or employee and an outside business. The Prohibited Contractors List shall include only those businesses where the relationship could lead to ethics problems (e.g., if a relative owns a business that could supply goods or services to the Authority). In contrast, the Prohibited Contractors List shall not include businesses where the potential for ethics problems is minimal (e.g., where a relative is a clerical, ministerial or low-level management employee at an existing or potential vendor, lacks the power to influence the relationship between the business and the Authority and did not obtain his or her position as a means to influence a Member, officer or employee of the Authority).

2. Powers of Ethics Board

At its discretion, the Ethics Board may recommend to the Authority appropriate disciplinary action, which may include, but is not limited to, a reprimand, suspension or termination of employment. Any such recommendation will only be final after any hearing required by Section 75 of the Civil Service Law or any applicable Collective Bargaining Agreement.

ARTICLE 5
ONE-YEAR MORATORIUM

No person who has served as a Member or officer of the Authority shall within a period of one year after the termination of such service or employment render services before the Authority or receive compensation for any such services rendered on behalf of any person, firm, corporation or association in relation to any case or transaction with respect to which such person was directly concerned, or participated in, during the period of his or her service with the Authority.

Notwithstanding the foregoing, the one-year moratorium shall not apply to (i) normal business issues arising as a result of the person's status as a water customer of the Authority and (ii) professional services provided by such person pursuant to a written agreement with the Authority, to the extent such agreement is otherwise consistent with this Code of Ethics.

ARTICLE 6
DISTRIBUTION OF THIS POLICY

This Code of Ethics shall be distributed to each Member, officer and employee of the Authority annually. It shall also be distributed to each new Member, officer and employee as soon as practicable following commencement of such position.

MONROE COUNTY WATER AUTHORITY
CONFLICTS OF INTEREST POLICY
READOPTED NOVEMBER 2024 2025

ARTICLE 1
PURPOSE

The purpose of this Conflicts of Interest Policy is to protect the Authority's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Member, officer or employee of the Authority. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to the Authority.

A conflict of interest is just one example of a violation of ethical conduct. This policy is intended to complement the Authority's Code of Ethics Policy by providing specific procedures to deal with conflicts of interest. To the extent that a matter falls within the scope of both this policy and the Authority's Code of Ethics Policy, the provisions of this Conflicts of Interest Policy shall govern.

ARTICLE 2
PROHIBITION AGAINST CONFLICTS

Section 1107 of the New York Public Authorities Law sets forth the following requirements with respect to conflicts of interest:

It shall be a misdemeanor for any of the members of the authority, or any officer, agent, servant or employee thereof, employed or appointed by them to be in any way or manner interested directly or indirectly in the furnishing of work, materials, supplies or labor, or in any contract therefore which the authority is empowered by this title to make.

In the event the Authority discovers a violation of the above provision, the Authority shall conduct an investigation and, if warranted, report the offense to the Inspector General of the State of New York.

This policy provides additional guidance regarding real or potential conflicts of interest, including circumstances not within the scope of Section 1107 of the New York Public Authorities Law.

ARTICLE 3

DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

1. Interested Person

This includes any Member, officer, employee or member of a committee with Member-delegated powers who has a direct or indirect Financial Interest, as defined below.

2. Financial Interest

A person has a Financial Interest if the person has, directly or indirectly, through business, investment or family:

- (a) an ownership or investment interest in, or employment with, any entity with which the Authority has a transaction or arrangement, or
- (b) a compensation arrangement with any entity or individual with which the Authority has a transaction or arrangement, or
- (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Authority is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A Financial Interest is not necessarily a conflict of interest. Under Article 4, Section 2, a person who has a Financial Interest may have a conflict of interest only if the appropriate body determines that a conflict of interest exists. As described in the Authority's Code of Ethics Policy, no conflict of interest exists where a Financial Interest arises solely from a relative that holds a clerical, ministerial or low-level management position with an existing or potential vendor, lacks the power to influence the relationship between the business and the Authority and did not obtain his or her position as a means to influence a Member, officer or employee of the Authority.

ARTICLE 4

PROCEDURES

1. Duty to Disclose

An Interested Person must disclose the existence of his or her Financial Interest and all material facts surrounding the Financial Interest to the Executive Director, the Chairperson of the Authority or the independent Ethics Board formed pursuant to Article 4 of the Authority's Code of Ethics Policy.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the recipient shall consult with counsel and either render a written decision or refer the matter to the independent Ethics Board.

3. Procedures for Addressing a Conflict of Interest

(a) An Interested Person may make a presentation to the Executive Director, the Chairperson of the Authority or the Ethics Board.

(b) The ruling person or body shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the ruling person or body shall determine whether the Authority can obtain an equal or more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(d) If an equal or more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the ruling person or body shall refer the matter to the independent Ethics Board to determine whether the transaction or arrangement should proceed or be terminated. A ruling to proceed shall include a determination that the transaction or arrangement is in the Authority's best interest, is done for its own benefit and is fair and reasonable to the Authority.

(e) Notwithstanding the foregoing, the provisions of Article 2 hereof shall govern any violations of Section 1107 of the New York Public Authorities Law.

4. Violations of the Conflicts of Interest Policy

(a) If the ruling person or body has reasonable cause to believe that an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the response of the Interested Person and making such further investigation as may be warranted in the circumstances, the ruling person or body determines that the Interested Person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE 5 RECORDS OF PROCEEDINGS

The ruling person or body shall keep records of all proceedings, including:

1. the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial

Interest, any action taken to determine whether a conflict of interest was present, and the ruling person or body's decision as to whether a conflict of interest in fact existed.

2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken or written rulings made in connection therewith.

ARTICLE 6

ANNUAL STATEMENTS

Each Member and officer shall annually sign a statement affirming that such person has:

- (a) received a copy of the conflicts of interest policy,
- (b) read and understands the policy, and
- (c) agreed to comply with the policy.

The Authority shall furnish all other employees with a copy of this Conflicts of Interest Policy on an annual basis.

MONROE COUNTY WATER AUTHORITY
SOFTWARE CODE OF ETHICS POLICY
(READOPTED ~~NOVEMBER 2024~~)
NOVEMBER 2025

ARTICLE 1
PURPOSE

At the Monroe County Water Authority (the “Authority”), we utilize information technology necessary for the Authority’s operations, including software. As part of the Authority’s information systems, we acquire and license software from select third party software publishers and trade associations (collectively, the “Software Vendors”). All employees and personnel of the Authority are required to respect the copyrights, software licensing rights, and property rights held by the Software Vendors, in accordance with applicable federal and State copyright laws. To that end, all employees and personnel that utilize software in the course of performing his or her duties must comply with the terms and conditions of this Software Code of Ethics Policy (the “Policy”).

ARTICLE 2
POLICIES

1. General Software Ethics Policy.

The Authority adopts the following as its general statement of its software ethics policies:

Unauthorized duplication of copyrighted software violates the law and is contrary to our organization’s standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrences:

- We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
- We will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all our electronic devices.
- We will comply with all license or purchase terms regulating the use of any software we acquire or use.
- We will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

2. Specific Terms and Conditions.

In the course of performing their duties, all employees and personnel shall observe the following policies:

- We must use software in accordance with the provisions of all applicable software contracts and/or license agreements between the Authority and the Software Vendors.
- We must use software in compliance with all applicable State and federal copyright laws.

- We may not make unauthorized copies of the Authority's software. Any duplication of copyrighted software, except for back up and archival purposes, is prohibited.
- We may not use or copy any illegal software onto any of the Authority's electronic devices.
- Any employee or personnel who is unsure of the scope of a given software license or software agreement must contact the Authority's Information Technology Department to inquire about copyright compliance.

3. Compliance by Authority Employees and Personnel.

All employees and personnel shall sign the acknowledgement set forth below stating that he or she has received a copy of and agrees to comply with this Policy. Each signed acknowledgement will be filed with the Authority's Human Resources Department.

Any violation of this Policy by an employee or personnel, including, but not limited to, illegally copying or using software, may result in disciplinary action, up to and including termination of employment, as determined in the Authority's sole discretion.

ARTICLE 3 DISTRIBUTION OF THIS POLICY

This Policy will be distributed to each employee and personnel of the Authority annually. It will also be distributed to each new employee and personnel as soon as practicable following commencement of such position.

ARTICLE 4 ACKNOWLEDGEMENT BY EMPLOYEES AND PERSONNEL

I acknowledge the receipt of the Authority's Software Code of Ethics Policy. I further acknowledge that I have read the Policy and agree to abide by its terms and conditions. I understand that the Authority may, in its discretion, monitor my use of software and that any violation of this Policy will be investigated by the Authority and may result in disciplinary action, including, but not limited to, termination of my employment. I understand that certain violations of this Policy may also subject me to civil or criminal prosecution in accordance with State and federal copyright laws.

By signing below, I understand that my use of software is subject to certain federal and State copyright laws as well as the Authority's Policy, which prohibit the unauthorized copying and use of software programs. I agree to comply with such laws and Policy.

Name: _____
(Please Print)

Signature: _____

Date: _____

MONROE COUNTY WATER AUTHORITY
WHISTLEBLOWER POLICY
READOPTED ~~NOVEMBER 2024~~ NOVEMBER 2025

The Monroe County Water Authority (the “Authority”) provides whistleblower protection that complies with Section 75-b of the New York Civil Service Law and the recommendations of the New York State Authorities Budget Office.

ARTICLE 1
DEFINITIONS

These terms have the meanings set forth below:

1. Authority employee

Any Member, officer and employee employed at the Authority, whether full-time, part-time, employed pursuant to contract, employees on probation and temporary employees.

2. Ethical violation

Any instance of conduct prohibited under the Authority’s Code of Ethics Policy or other misconduct, malfeasance, or inappropriate behavior by an Authority employee.

3. Good faith

Information concerning potential wrongdoing is disclosed in “good faith” when the Authority employee making the disclosure reasonably believes such information to be true and reasonably believes that it indicates potential wrongdoing.

4. Personnel action

Any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance.

5. Whistleblower

Any Authority employee who in good faith discloses information to the Authority or another governmental body concerning wrongdoing by another Authority employee, or concerning the business of the Authority itself.

6. Wrongdoing

Any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of authority engaged in by an Authority employee that relates to the Authority.

ARTICLE 2

REPORTING WRONGDOING

All Authority employees who discover or know about potential wrongdoing concerning: (i) another Authority employee; (ii) a person having business dealings with the Authority; or (iii) the Authority, and who seek to disclose such information must do so in accordance with the following procedures:

1. An Authority employee seeking to disclose wrongdoing must disclose any information concerning such wrongdoing either orally or in a written report to a supervisor, the Authority's independent Ethics Board, the Authority's attorneys or a human resources representative. If an Authority employee believes in good faith that disclosing information concerning wrongdoing within the Authority would be wholly ineffective or lead to an adverse personnel action, he or she may instead disclose such information to the New York State Authorities Budget Office (toll free number 1-800-560-1770) or, if applicable, a law enforcement agency.
2. All Authority employees who discover or know about wrongdoing will report such wrongdoing in a prompt and timely manner.
3. To the greatest extent possible, the Authority will keep confidential the identity of the whistleblower and the substance of his or her allegations.
4. Authority personnel and advisors who receive reports of wrongdoing will investigate and handle the claim in a timely and reasonable manner, which may include referring such information to the Authorities Budget Office or, if applicable, a law enforcement agency.

ARTICLE 3

NO RETALIATION OR INTERFERENCE

1. No Authority employee will retaliate against any whistleblower for disclosing potential wrongdoing, whether by threat, coercion, or abuse of authority.
2. No Authority employee will interfere with the right of any other Authority employee by any improper means aimed at deterring disclosure of potential wrongdoing.
3. No whistleblower will suffer harassment, retaliation or adverse personnel action. Any attempts at retaliation or interference against a whistleblower are strictly prohibited.
4. The Authority or other appropriate body will thoroughly investigate all allegations of retaliation against or interference with a whistleblower seeking to disclose potential wrongdoing.
5. Any Authority employee who retaliates against a whistleblower or attempts to interfere with a whistleblower's attempted disclosure will be subject to discipline by the Authority, which may include termination of employment.

6. Irrespective of the outcome of the initial complaint, the Authority will treat any allegation of retaliation or interference by an Authority employee as a separate matter to be taken and treated seriously.

ARTICLE 4

OTHER LEGAL RIGHTS NOT IMPAIRED

This Whistleblower Policy is not intended to limit, diminish or impair any other rights or remedies that an Authority employee may have under the law regarding disclosing potential wrongdoing free from retaliation or adverse personnel action, including but not limited to: Section 75-b of the New York Civil Service Law, Section 740 of the New York Labor Law, Section 191 of the New York State Finance Law, and Section 55(1) of the New York Executive Law.

Regarding any rights or remedies that an Authority employee may have under Section 75-b of the New York Civil Service Law or Section 740 of the New York Labor Law, any Authority employee who wishes to preserve such rights must (prior to disclosing information to the Authority or other government body) have made a good faith effort to provide the “appointing authority” (as defined in Section 2(9) of the New York Civil Service Law) or his or her designee the information to be disclosed, and must provide the appointing authority or designee a reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety.

ARTICLE 5

DISTRIBUTION OF THIS POLICY

The Authority will distribute this Whistleblower Policy annually to each Member, officer and employee and to each new Member, officer and employee as soon as practicable following commencement of such position.

MONROE COUNTY WATER AUTHORITY
DISPOSAL GUIDELINES
READOPTED ~~NOVEMBER 2024~~ ~~NOVEMBER 2025~~

The Monroe County Water Authority (the “Authority”), a New York public benefit corporation, in compliance with the New York State Public Authorities Law, has established these Guidelines for the Disposal of Property (the “Guidelines”).

These Guidelines shall apply to the disposal of real property and personal property throughout the year following their adoption and until such time as the Authority adopts new or revised Guidelines. The Members of the Authority shall review and approve of these Guidelines, with any necessary modifications and revisions, on a no less than annual basis.

1. Designation of Contracting Officer

The Authority hereby designates Larry Magguilli as the Authority’s Contracting Officer, in compliance with the provisions of New York State Public Authorities Law. The Contracting Officer shall hold this position until the Members of the Authority designate a new Contracting Officer or until such time as the Members adopt new Disposal Guidelines.

The Contracting Officer shall be responsible for the administration and implementation of these Guidelines. The Contracting Officer shall cause these Guidelines to be posted on the Authority’s website so that they are available to the general public.

2. Application of Guidelines

The procedures outlined in these Guidelines shall apply to the Authority’s disposal from time to time of all personal property having a fair market value at the time of disposal of more than five thousand dollars (\$5,000.00) and all interests in real property. In addition, these Guidelines contain procedures governing the disposal of property for less than fair market value. As used in these Guidelines, “property” shall include personal and real property. Personal and real property are distinguished from each other as appropriate in some Sections of these Guidelines.

The Authority shall dispose of personal property with a fair market value at the time of disposal of five thousand dollars (\$5,000.00) or less under the terms of the Authority’s Policy for Tracking and Disposal of Fixed Assets.

3. Purpose

The Authority has adopted these Guidelines to comply with the provisions of NYS Public Authorities Law and to realize a favorable return on the disposal of Authority property.

4. Fair Market Value

Before disposing of property, the Contracting Officer shall take reasonable measures to determine the fair market value of the property to be disposed. The fair market value of property that (i) is unique in nature, or (ii) due to unique circumstances of the proposed transaction, is not readily valued by reference to an active market for similar property, shall be determined through an appraisal by a qualified professional. Prior to its disposal, the fair market value of all real property shall be established by an appraisal conducted by a qualified professional.

5. Advertised Bid

All disposals of Authority property shall be made after public advertisement for bids for the purchase of Authority property. The Contracting Officer shall order the advertising for bids in such a manner and in such publications as the Contracting Officer deems reasonably necessary to permit full and fair competition for the property consistent with the fair market value and nature of the property.

All advertisements for soliciting bids on Authority property shall state the method, place and deadline for the submission of bids, and request any other information the Contracting Officer deems necessary to evaluate bids being solicited.

All advertisements and announcements soliciting bids shall state the place and time at which the content of all bids received for the property advertised shall be publicly disclosed. The content of all bids received shall be publicly disclosed as announced in the solicitation for bids.

6. Award of Property Subject to Bid

Award of the property for which bids have been solicited shall be made within a timeframe reasonable for the evaluation of the bids received. The Contracting Officer shall evaluate the bids and select the bid most advantageous to the Authority based upon (a) conformance with the invitation for bids, (b) the terms, including but not limited to the price offered, and (c) any other factors that warrant consideration.

Notwithstanding the foregoing, the Authority may reject as inadequate all bids received in response to a particular solicitation for bids if the Contracting Officer deems that it is in the best interest of the Authority to reject all bids.

7. Notification of Successful Bid

The Authority shall notify the successful bidder in writing of the Authority's acceptance of the bid. This notice shall contain a description of the property, the amount of the successful bid and any other material terms of the bid. The bidder shall be required to make payment to the Authority Treasurer in a form and on terms acceptable to the Authority before taking possession of the property.

The Authority shall gather the following information regarding any successful bidder: name, address, phone number.

The Authority shall provide to the successful bidder a deed, bill of sale, lease or other appropriate instrument adequate to transfer to the successful bidder the interest in the property.

8. Contracts to Dispose of Property

The Authority may solicit bids for contracts to dispose of the Authority property covered by these Guidelines. In the event that the Authority determines that the services of a company are necessary to assist the Authority in disposing of certain of its property, the Authority shall follow the same procedures in selecting an organization to dispose of property as the Authority follows under these Guidelines for disposal of property through advertised bid.

9. Disposal of Property by Negotiation

The Authority may dispose of property through negotiation or by public auction without regard to the above described procedures if the Contracting Officer determines that any of the following conditions exist:

- (a) introduction into the market of the personal property to be disposed of would adversely affect the state or local market for that kind of property due to the property's artistic qualities, antiquity, historical significance, rarity, or other quality (separate from the property's utilitarian purpose), and a fair market price and other terms for the sale of the personal property can be obtained through negotiation;
- (b) the fair market value of the property does not exceed fifteen thousand dollars (\$15,000);
- (c) prices for the property that were obtained by advertised bid were not reasonable or the bid process did not generate open competition;
- (d) disposal of the property to the state or any political subdivision at fair market value can be arranged through negotiation;
- (e) the property is being disposed of for less than fair market value under the circumstances set forth in Section 11 of these Guidelines; or
- (f) such action is otherwise authorized by law.

10. Documentation of Disposal by Negotiation

The Contracting Officer shall cause to be prepared an explanation of the circumstances of the disposal when property is disposed of through the negotiation process described in Section 9, and any of the following are true:

- (a) personal property disposed of has an estimated fair market value in excess of fifteen thousand dollars (\$15,000);
- (b) real property sold has an appraised value in excess of one hundred thousand dollars (\$100,000.00);
- (c) real property leased has an estimated annual fair market rent over the term of the lease in excess of fifteen thousand dollars (\$15,000.00);
- (d) the personal or real property has been disposed of by exchange; or
- (e) any part of the consideration for the property disposed of consists of real property.

Not less than ninety (90) days prior to the scheduled date of any transaction under Section 9 and 10 of these Guidelines, the Contracting Officer shall provide the following information to the members of the Authority (the "Members"), the Office of the State Comptroller, the New York State Director of the Budget, the New York State Commissioner of General Services, the New York State Authorities Budget Office, and the New York State Legislature c/o the Speaker of the House and the Senate Majority Leader:

- (a) description of the parties involved in the property transaction;
- (b) justification for disposing of the property by negotiation;
- (c) identification of property, including its location;
- (d) estimated fair market value of the property;

- (e) proposed sale price of the property;
- (f) size of the property; and
- (g) expected date of sale of the property.

11. Disposal of Property for Less than Fair Market Value (Effective March 1, 2010)

The Authority may sell, lease or otherwise alienate an asset owned, leased or otherwise in the Authority's control for less than fair market value only if the Contracting Officer determines that any of the following conditions exist:

- (a) the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity;
- (b) the purpose of the transfer is within the purpose, mission or governing statute of the Authority; or
- (c) the Authority seeks to transfer the asset to a non-governmental entity, the disposal is not consistent with the Authority's mission, purpose or governing statutes, and the Authority either:
 - i. provides written notification to the Governor, the Speaker of the Assembly, and the temporary President of the Senate, and all such recipients fail to deny the proposed transfer within the applicable time period as set forth in Section 2897 of the Public Authorities Law; or
 - ii. the transfer is of property obtained by the Authority from a political subdivision where the Authority resides and is approved in accordance with Section 2897(7)(iii) of the Public Authorities Law.

For each proposed transfer of an asset below fair market value, the Contracting Officer shall provide the following information to the Members and to the public:

- (a) a full description of the asset;
- (b) an appraisal of the fair market value of the asset and any other information establishing the fair market value requested by the Members;
- (c) a description of the purpose of the proposed transfer and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including, without limitation:
 - i. the kind, number, location, wages or salaries of jobs created or preserved that are required by the transfer; and
 - ii. the benefits, if any, to the communities in which the asset is situated that are required by the transfer;
- (d) a statement of the value to be received compared to the fair market value;
- (e) the names of any private parties participating in the transfer and a statement of the value to the private party; and
- (f) the names of other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.

The Members shall consider the foregoing information before approving the disposal of any property for less than fair market value. The Members shall also make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose. The reporting requirement of this Section 11 is in addition to the reporting requirements of Section 9 and 10 of these Guidelines, as applicable.

12. Yearly Property Report

Each year the Contracting Officer shall publish a report listing all of the real property of the Authority to the extent permitted under applicable laws and regulations governing homeland security. The report will list and fully describe all real and personal property disposed of by the Authority during the previous twelve-month period.

The report shall contain a full description of each item of property disposed of, the price received by the Authority and the name of the individual(s) or entity that purchased the property.

The Contracting Officer shall cause the report to be delivered to the Office of the State Comptroller, the New York State Director of the Budget, the New York State Commissioner of General Services, the New York State Authorities Budget Office and the New York State Legislature c/o the Speaker of the House and the Senate Majority Leader.

The Contracting Officer shall publish the report on the Authority's website.

13. Annual Report to the New York State Authorities Budget Office

The Authority will include in its Annual Report, in addition to providing the information contained in the Yearly Property Report described above, a listing and description of all real property disposed of by the Authority during such year having an estimated fair market value in excess of Fifteen Thousand and No/100 Dollars (\$15,000.00). The Annual Report must include, at a minimum, the price received by the Authority and the name of the purchaser for all property sold. The Annual Report shall also contain a description of all assets, services or both assets and services that are sold by the Authority without competitive bidding, which description shall include the following:

- (a) the nature of those assets and/or services;
- (b) the names of the counterparties; and
- (c) where the contract price for assets that are sold by the Authority is less than fair market value, then a detailed explanation of the justification for making such sale without competitive bidding will be provided along with a certification by the Executive Director and Director of Finance and Business Services stating that they have reviewed the terms of the sale and determined that it complies with the applicable law and the Authority's procurement guidelines.

The Authority shall cause its Annual Report to be delivered to the County Executive, the Chief Financial Officer, the President of the Monroe County Legislature and the Authorities Budget Office within ninety (90) days after the end of the Authority's fiscal year.

The Authority shall publish its Annual Report on the Authority's website.



PURCHASING & PROCUREMENT GUIDELINES

Laurie Neff
Purchasing Manager

Revised November ~~2024~~2025

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MONROE COUNTY WATER AUTHORITY
SECTION 1: INTRODUCTION; PURPOSE

The Monroe County Water Authority (“MCWA”) Purchasing and Procurement Guidelines (the “Guidelines”) detail the operative policy and instructions regarding the use, awarding, monitoring and reporting of certain MCWA purchasing and procurement contracts. These Guidelines are intended to comply with applicable federal and New York State laws (including MCWA’s enabling legislation), as well as MCWA’s internal governance documents. To the extent the Guidelines are inconsistent with applicable laws, any such inconsistent provisions shall be superseded by the applicable law.

The terms “purchasing” and “procurement” describe the method by which MCWA acquires the goods and services necessary to fulfill its mission. These Guidelines provide comprehensive guidance to MCWA employees regarding the purchasing and procurement process. MCWA intends to acquire necessary goods and services in the most cost-effective manner by promoting full and open competition among potential vendors.

Certain specific objectives of these Guidelines are as follows:

1. To be a reference guide.
2. To specify general and specific procedures.
3. To define roles and responsibilities.
4. To document compliance with applicable laws and internal policies and procedures.

State Procurement Requirements: MCWA adopted a Procurement Disclosure Policy effective January 1, 2006 (annually reviewed and approved) that implements certain New York State Finance Law provisions. This policy governs most procurement transactions involving an estimated annualized expenditure of \$15,000 or more for any commodity, service, technology, public works, construction, reverse contract or the purchase, sale or loss of property. The policy governs the interaction between MCWA employees and potential vendors to set forth specific requirements regarding communications during the procurement process to provide for an open, transparent and fair procurement process. This policy is included as Appendix D.

SECTION 2: DEFINITIONS

As used in these Guidelines, the following terms shall be given the following meanings (unless the context indicates otherwise):

Acceptance - An agreement to the terms of an Offer. An Offer must be accepted without changing or qualifying the terms of the Offer.

Best Value ~ The Best Value option may be used if it is more cost efficient over time to award the goods or service to other than the lowest responsive, responsible bidder or offerer if factors such as lower cost of maintenance, durability, high quality, and longer product life can be documented.

Bidder - Contractor, supplier, or vendor who responds to a competitive bid.

Commodity Orders - A type of Purchase Order that is used for items for which the price has been established by a request for Quotation or public bid for a period of one year. Commodity Orders in which prices are obtained by a quote can be extended for an additional two one-year terms. Commodity Orders in which prices are obtained by public bid can be extended for up to an additional four one-year terms. The purpose of the Commodity Order is to achieve cost savings on the purchase of high-volume, regularly used, low and high priced items; reduce paperwork; and facilitate a smooth work flow in the day-to-day operations of MCWA.

Blanket Purchase Orders - A type of Purchase Order that is used to make repetitive, low cost, low volume purchases or a number of single purchases that will cover a period of time.

Change Order - A formal notification and agreement between a buyer and a supplier that reflects changes to an existing Purchase Order or Contract.

Competitive Bid - A situation where any qualified supplier may submit a sealed bid to MCWA to supply goods and/or services at a firm price for a period set by the terms and conditions of the Contract. These bids are publicly advertised and awarded to the lowest responsive, responsible Bidder offering the same quality or better, meeting all terms and specifications, and submitting a sealed bid at the time, date and location listed in the bid.

- A) **Lowest Bidder** - The Bidder that offers the lowest net price for the item specified and can deliver according to schedules set forth in the formal bid document.
- B) **Responsive Bidder** - The Bidder has responded in accordance with the terms, conditions, and technical requirements of the bid and has signed all documents. Compliance is subject to the discretion of Purchasing or the department head.
- C) **Responsible Bidder** - Any Bidder who has proven historically that such person or company can meet all the terms and conditions of the bid Proposal.

Confirming Order - When a supplier or vendor is given authorization to proceed with an order prior to the issuance of a Purchase Order. It should be used as an exception to expedite

shipment for the start of work when time is of the essence or an emergency exists.

Conflict of Interest - MCWA employees involved in the purchase of goods or services shall abstain from any transactions with vendors that may be considered a conflict of interest. See MCWA's Code of Ethics and Conflict of Interest policies for further details.

Contract - A formal document signed by the vendor and authorized MCWA representatives that binds the parties in defining the goods or services to be rendered including terms and conditions of the procurement. Verbal agreements are not recommended. If so, they must be followed up in writing.

Contractor - Term used interchangeably with "Vendor" or "Supplier".

Department Head ~ Designated employees who supervise a department comprised of the Executive Director; Deputy Executive Director; Civil Engineer (Water Distribution/Director of Engineering); Director of Production/Water Supply; Director of Operations (Executive Director of Operations), Director of Facilities and Fleet Maintenance; Director of Finance and Business Services; and Personnel Manager/Director.

Designated Contact – See New York State Procurement Lobbying Law.

Emergency Purchase Order - A Purchase Order used when an unpredictable situation requires immediate action on MCWA's behalf.

F.O.B. Destination Freight Paid - "Free on Board". This term means that the shipper (the supplier in most cases) will pay the carrier for the shipment as part of its quoted cost. It is not MCWA property until it reaches the Authority. Also, the shipper will be responsible for making any claim for lost or damaged freight.

Impermissible Contact ~ See New York State Procurement Lobbying Law.

Manager - Designated employees who work under the direction of a Department Head and are given the ability to authorize purchases up to \$1,000.

Micro Purchase Order ~ A document used to order/purchase items totaling less than \$500, including freight. They are maintained by the various departments. No competing price quotes required but are encouraged. However, all purchases must be requisitioned, reviewed, and approved by the Department Head.

New York State Procurement Lobbying Law – Law passed in 2005 by the New York State Legislature as amendments to the State Finance Law (Section 139-j and 139-k) to reform the procurement process of governmental entities including the Authority concerning communications with potential vendors during the procurement process. Below are several important terms to understand:

- Designated Contact – The Executive Director and/or MCWA employee(s) designated by the Executive Director to receive all communications from Offerers.

- **Impermissible Contact** – Occurs when contacts made by an Offerer fail to satisfy the requirements of Article 4 and Article 5 of the Authority Procurement Disclosure Policy. The most common examples are when an Offerer contacts MCWA personnel other than the Designated Contact(s) during the Restricted Period in an attempt to influence the procurement or when an Offerer attempts to influence the procurement in a manner that would result in a violation of the Authority’s Code of Ethics or Conflicts of Interest Policy.
- **Offerer** – An individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity that contacts MCWA about a procurement during the restricted period about such procurement. (Note: This definition of Offerer is specific to NYS Finance Law. In other instances, this term may apply to any contractor, vendor or supplier making an offer to provide a service or product to the Authority).
- **Record of Contact** – Other than requests for bid documents, whenever an offerer contacts MCWA during the Restricted Period the contact must be documented and included in the formal procurement record.
- **Restricted Period** – Represents the time period from the earliest posting on the Authority’s website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority.

Offer - A promise to provide goods or services according to specified terms and conditions in exchange for material compensation.

Offerer – Entity who makes an offer. See New York State Procurement Lobbying Law for definition of Offerer under New York State Finance Law.

Official Newspaper - An official newspaper for advertising bids; currently, the Daily Record.

Prevailing Wage – The wage rate determined by the New York State Department of Labor (NYSDOL) that is required of contractors for public work projects in Monroe County.

Procurement Officer – See Article 3 in Appendix D.

Professional Service - A service that requires special or technical skill, training or expertise and that does not readily lend itself to competitive bidding. General guidelines for determining whether a service is a professional service are as follows:

1. Whether the service is subject to state licensing or testing requirements.
2. Whether substantial formal education or training is a necessary prerequisite to the performance of the service.
3. Whether the service requires a relationship of personal trust and confidence between

the provider and MCWA officials.

Proposal - A formal written offer to provide goods or services at a specified total or unit cost.

Purchase Order - A legal document which sets the terms and conditions of order, delivery and payment. The wording must be specific enough to eliminate any questions as to the material terms. Once accepted, it becomes a binding contract.

Quotations – For purchases and services of less than \$15,000 and construction contracts of less than \$5,000 the Authority is not required to formally advertise and accept sealed bids. Instead, Authority staff will seek to secure pricing in a less formal manner from a minimum of three vendors and award the purchase order to the lowest responsive, responsible vendor.

Record of Contact – See New York State Procurement Lobbying Law

Restricted Period – See New York State Procurement Lobbying Law.

RFQ/RFP - Request For Qualifications/Proposal - A written request seeking offers for professional services. This method promotes competition based on qualifications and other factors that go beyond just price. Price proposals can be solicited at the same time, or fees may be negotiated after selection of the most qualified provider.

Request for Quotation – A written request seeking offers from prospective vendors. This method promotes competition based on price. The request shall state the specific terms and conditions of the proposed work.

Services – Applies to work provided to MCWA by contractors that are not professional in nature. Examples include janitorial, maintenance, construction, etc. For the most part, whereas professional services usually require an advanced degree (doctor, lawyer, accounting, engineer, accountant), persons providing “services” usually learn their craft through trade schools and apprenticeship programs.

Small Purchase Order - A document used to order/purchase items totaling less than \$1,000. They are available in and maintained by the various departments. Items under \$1,000 may be purchased at the Manager level. If possible, three (3) Quotations (verbal or written) should be obtained for purchases between \$500 and \$1,000, including freight.

Sole Source of Supply - When goods or services are available from only one source. MCWA’s records must indicate, without question, that there exists only one single supplier of the item or service. Sole source situations generally exist when an item is manufactured by only one firm, such as when a vendor has an exclusive franchise or distributorship for an item.

Solicitation - A request for Offers or Proposals, including telephone requests for price Quotations or Requests for Proposals.

Standardization - Allows for the standardization of common-use items purchased for MCWA. Providing the ability to achieve and maintain the required levels of compatibility,

interchangeability, commonality and reference in the operational procedural material and technical field to attain interoperability.

State, County and Other Political Subdivision/District – MCWA can obtain needed items by use of contracts let by state or any political subdivision or district therein. The contract must be let in a manner that constitutes competitive bidding consistent with state law, and made available for use by other governmental entities. Purchases utilizing these contracts are not subject to competitive bidding.

Statement of Qualifications/Proposals - Written documents submitted in response to a RFQ/RFP, if so requested.

Supplier – Term used interchangeably with “contractor” or “vendor”.

Taxes - As a public benefit corporation, MCWA is exempt from New York State sales tax and federal excise taxes. All MCWA purchase orders shall state these exemptions.

Unauthorized Purchase – Purchases made outside of normal Purchasing policies or procedures and not meeting the criteria of a legitimate emergency, sole source, or standardization. May result in disciplinary action.

Vendor – Individual or entity providing goods or services to MCWA. Term used interchangeable with “contractor” or “supplier”.

SECTION 3: RESPONSIBILITIES

The following describes the purchasing and procurement responsibilities of various MCWA personnel. The applicable MCWA department head or his or her designee shall coordinate any specific procurement with Purchasing .

Members (a.k.a. Board of Directors) - The Members of MCWA shall be responsible for:

1. Annual review and approval of these Guidelines and similar matters.
2. Award of construction contracts that exceed \$5,000. (See Section 1108 of the New York Public Authorities Law.)
3. Approval of any purchases over \$15,000.
4. Approval of Professional Services over \$15,000.
5. Cumulative Change Orders that are over 10% of the total contract price and greater than \$15,000.
6. Any other items appropriately brought before such body.

Executive Director - The Executive Director shall be responsible for:

1. Implementation and compliance with procurement policies and procedures.
2. Approval of Professional Services under \$5,000.
3. Approval of Professional Services over \$5,000 and up to \$15,000, with notification to the Board of Directors.
4. Awarding contracts that do not require Board approval.
5. Execute/sign contracts that have been approved by the Board of Directors.
6. Approval of Procurement Officers (as such term is defined in MCWA's Procurement Disclosure Policy).

Purchasing Manager - The Purchasing Manager establishes and administers centralized purchasing services for all MCWA departments. The Purchasing Manager shall be responsible for:

1. Obtaining and analyzing prices for materials, equipment and services.
2. Compiling and maintaining a list of sources of supply for the items used by MCWA.
3. Acting as liaison with the vendors that service MCWA.
4. Handling mechanical operations of purchasing such as pricing, bidding, ordering, expediting and making adjustments.
5. Keeping confidential information and Quotations submitted by competing vendors until an award.

Director of Finance & Business Services ~ The Director of Finance & Business Services and Accounting staff shall be responsible for:

1. Handling accounts payable.
2. Reporting and disclosing required financial information.
3. Reviewing invoices.
4. Oversees Purchasing.

Operating Departments ~ Each operating department shall request Purchasing to order goods and services. It shall advise Purchasing upon receipt of said items. Each operating department shall:

1. Anticipate requirements sufficiently in advance to permit Purchasing to do an efficient job of buying.
2. Make requisitions specific and clear in every detail
3. In cases where technical equipment, specifications, plans or designs are involved, indicate its requirements and coordinate with Purchasing to assure quality control.
4. Keep confidential information and Quotations submitted by competing vendors until an award.
5. Follow MCWA's Procurement Disclosure policies where applicable.
6. Determine the quality/quantity requirements for a particular purchase and involve Purchasing as necessary.
7. Check all deliveries within five (5) working days and make any necessary adjustments. Notify the vendor of any problems. When shipments are received, the department must note on all copies of the delivery receipt any damages observed. (Procedures for returning material will be addressed in Section 5M hereof).
8. When an order is complete, fill in receiving information on the bottom of the green copy of a Purchase Order, and sign and return to Purchasing with receiving slips.
9. Manage all facets of the procurement of professional service contracts and manage vendor compliance with contractual terms and obligations.

SECTION 4: OVERVIEW & GENERAL RULES APPLICABLE TO PROCUREMENT OF GOODS AND SERVICES

A) Purchase Approvals

i. Authorized Approvals

All purchases and change orders need to be approved by an authorized supervisor. The table below shows that as the level of expense increases, so does the level of management required to approve the purchase and change orders.

ii. Minimum approvals:

1. Less than \$50 (Petty Cash)	1. As noted in Section 5-A
2. Less than \$500 (Micro PO)	2. Supervisor Department Head
3. Less than \$1,000 (Small PO)	3. Supervisor
4. \$1,000 to \$5,000	4. Department Head or Designee Purchasing
5. \$5,000 to \$15,000	5. Director of Finance or Designee Department Head Purchasing
6. \$5,000 (Construction)	6. Public Bid (Same as Item #7 below.)
7. Over \$15,000 (Public Bid)	7. Executive Director or Designee Department Head Purchasing and Board of Directors (After Bid Before Award)

iii. Construction Change Orders Only

Change orders on construction contracts are to be made in the following manner:

- Cumulative change orders of 5% or less are to be approved by the Department Head.
- Cumulative change orders from 5-10% are to be approved by the Department Head, the Director of Finance and Business Services, and the Executive Director.
- Cumulative change orders above 10% and greater than \$15,000 shall be approved by the Board.

B) Petty Cash - \$50 Limit

MCWA shall reimburse employees from petty cash for purchases less than \$50 upon presentation of a properly approved petty cash disbursement form with receipt attached. The following lists the petty cash funds currently maintained by MCWA, as well as the custodian of each fund:

General Offices - Cashier;
Production & Transmission - Department Secretary; and

Operations - Administration Office.

C) Micro and Small Purchase Orders

These orders are available in and maintained by the user's department.

D) Purchase Orders

i. Regular Purchase Orders

Purchase Orders will be issued by Purchasing as soon as possible after processing of an approved requisition. The Purchase Order is a six-part document:

- Original - mailed to the vendor.
- Copy 2 (marked "Acknowledgement Copy") - mailed to and acknowledged by vendor and returned to Purchasing.
- Copy 3 (marked "Accounting Copy") - forwarded to Accounts Payable.
- Copy 4 (marked "Purchasing Copy") - Purchasing's file copy.
- Copy 5 (marked "Departmental Copy") - forwarded to the requesting department for their files.
- Copy 6 (marked "Receiving Copy") - "green copy" is forwarded to the requesting department to be completed when all items are received or service is complete and sent back to Purchasing for processing of payment.

ii. Special Purchase Orders & Equipment Leasing

a. Micro Purchase Orders

Any purchase less than \$500. No competing price quotes required but are encouraged. However, all purchases must be requisitioned, reviewed, and approved by the Department Head.

b. Small Purchase Orders

Any purchase \$500 to \$1,000, including freight, may be performed by the user's department. Multiple items of the same or similar nature can be purchased as long as their total cost is between \$500 and \$1,000, including freight. When possible, three (3) quotations (verbal or written) should be obtained except for purchases under \$500, including freight. For a single item or items under \$500, no competition is required, but reasonable steps must be taken so that the price is fair and practical. To the maximum extent possible, departments should purchase from local vendors. When the order is complete, attach the invoice and the packing slip to one copy of the P.O. and forward it directly to Accounts Payable. Mark the account number on the invoice and include an approved signature.

c. Blanket Purchase Orders

The purpose of a blanket order is to reduce the paperwork associated with the buying of many low-cost and low-volume items and to facilitate a smooth workflow in the day-to-day operations of MCWA.

d. Commodity Purchase Orders

The purpose of a commodity order is to achieve cost savings on the purchase of

high-volume, regularly used low and high priced items, reduce paper work, and facilitate a smooth work flow in the day-to-day operations of MCWA.

e. State, County and Other Political Subdivision/District Orders

A purchase order in which the prices come from a State, County and Other Political Subdivision/District makes it unnecessary for MCWA to bid or quote these items. Please note that appropriate approval is still required under Section 4(A).

f. Emergency Purchase Orders

In general, an emergency shall be classified as an unpredictable condition whereby the situation requires immediate action on MCWA's behalf.

g. Equipment Leasing

Equipment lease agreements shall not exceed five years and shall require the same process required for Quotations and purchases under 5C. If aggregate expenditures exceed \$15,000, the agreement shall be approved by the Board of Directors.

E) Specifications

i. Purpose

a. Best Value

Specifications serve to assist MCWA in obtaining the best value and in generating competition.

b. Sufficient Information

Since performance, quality, and service can be as important as price, the requesting department shall furnish Purchasing with proper specifications.

ii. Level of Quality

In considering and developing specifications, departments shall strive to avoid "deluxe" levels of quality. Instead, departments shall attempt to purchase standard grades of merchandise. The goal shall be to find a balance between quality and price, at all times consistent with providing a satisfactory level of service.

iii. Adequate Specifications

a. Bids and Quotations shall be based upon adequate specifications. Specifications shall serve as a basis for full and fair competitive bidding upon a common standard, and they shall be free from restrictions that would tend to stifle competition. Departments shall not design burdensome specifications solely for the purpose of eliminating competition other than suppliers of a particular brand name commodity.

b. Technical specifications must be supplied by the requesting department.

c. If the requesting department has brochures, specifications, etc., they shall forward the same to Purchasing with the requisition.

d. The requesting department shall provide Purchasing with a list of vendors to receive a request for quotation or solicitation of a bid.

iv. Changes in Specifications

- a. Once an invitation to bid has been mailed, no changes in the specifications shall be made unless all prospective Bidders are so notified by means of a written addendum.
- b. Verbal changes by any individual are not valid. All changes shall be put in writing.
- c. MCWA reserves the right to reject all bids.
- d. When specifications fail to produce conforming bids, it may be worthwhile to reject all bids, rewrite the specifications and allow all Bidders to submit proposals based on the revised specifications.

v. Responsibilities

Purchasing has ultimate responsibility for purchases. It shall work with the requesting department to develop proper technical specifications, including notifying the requesting department when a modification is required to generate competitive bidding. Any such notification shall include details on the full extent and nature of such modifications.

vi. Pre-Bid Meetings

a. Purpose

If required, MCWA holds pre-bid meetings with prospective vendors to review project scope and identify items in bid documents.

b. Requested by Whom

The requesting department, Purchasing or the vendors may request a pre-bid meeting.

c. Announcement

A pre-bid meeting may be announced in the original specifications or may be arranged through an addendum.

F) Addendum

An addendum consists of written changes, clarifications or corrections to the specifications issued after the bid or Quotation documents have been advertised or mailed out. The addendum becomes part of the bid or contract documents.

G) Public Bids

i. Requirement

All purchases estimated to exceed an aggregate of over \$15,000 in a year-must be publicly bid. For construction projects, public bidding is required for amounts over \$5,000.

ii. Low, Responsive, Responsible

See the definition of Competitive Bid in Section 2.

H) Best Value Competitive Bidding

- i. **Authority and purpose.** Section 103 of the New York General Municipal Law allows the Water Authority to authorize the creation of a rule, regulation, or resolution adopted at a public meeting for the award of certain purchase contracts (including contracts for services) subject to competitive bidding under General Municipal Law §103 on the basis of "best value" as defined in §163 of the New York State Finance Law. The best value option may be used, for example, if it is more cost efficient over time to award the goods or service to other than the lowest responsible bidder or offerer if factors such as lower cost of maintenance, durability, high quality, and longer product life can be documented.
- ii. **Award based on best value.** The Water Authority Board may award purchase contracts, including contracts for services, on the basis of "best value". All contracts or purchase orders awarded based on value shall require Board approval.
- iii. **Applicability.** The provisions of this article apply to Water Authority purchase contracts, including contracts for services, involving an expenditure of more than \$15,000 or \$5000 for construction projects.
- iv. **Standards for best value.**
 - a. Goods and services procured and awarded on the basis of best value are those that the Water Authority determines best optimize quality, cost and efficiency, among responsive and responsible bidders or offerers.
 - b. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers. The criteria may include, but shall not be limited to any or all of the following:
 - Cost of maintenance;
 - Proximity to the contractors;
 - Longer product life;
 - Product performance criteria; and
 - Quality of craftsmanship.
- v. **Documentation.** Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented. Any contract being considered for Best Value criteria shall be identified in the procurement documents.

I) Requests for Qualifications/Proposals

See the definition of RFQ/P in Section 2.

J) Professional Services

See the definition of this term in Section 2.

K) Sole Source of Supply

See Section 6 for Methods/Procedures. See the definition of this term in Section 2.

L) Standardization (Goods and Services)

i. Appropriate Circumstances

Some circumstances under which standardization provisions might be appropriate are as follows:

- a) Compatibility – MCWA’s present equipment would not be compatible with items from one or more prospective vendors, thus causing significant expense to convert.
- b) Design and Construction - The design, plan or method of construction of an installation is suited to a particular operation or function and cannot be altered without undue expense.
- c) Economical - Service facilities are adapted to the handling of a particular make of equipment and cannot be converted without undue expense.
- d) Endangerment - Changes would endanger MCWA customers or employees.
- e) Inventory - MCWA has on hand a substantial stock of spare parts for a specific make of equipment which cannot be disposed of except at a substantial loss.
- f) Local Conditions - Local conditions require the use of a particular make of equipment to the exclusion of all others.
- g) Trained Employees - Employees have been trained in the operation, repair or use of special equipment and cannot be trained to operate other makes without undue expense.
- h) Uniformity - A substantial amount of equipment of the same make is presently being used by the Authority and uniformity of the make or manufacturer is essential to economy (and/or efficiency).

ii. Department Responsibility - The applicable department shall make all decisions to standardize and shall provide Purchasing with reasonable justification. For standardized items available from more than one source, Purchasing shall bid or quote the item. For items with a Sole Source of Supply, the department shall include information justifying their sole source request.

iii. Board Resolution - Pursuant to Section 1108 of the Public Authorities Law, the Board of Directors, shall approve any standardization decisions, including the reasons therefore.

iv. Review - Each department shall review all items standardized at least every three years. In the absence of this review, no purchases shall be made without competitive bidding.

M) Other General Information

- i. Departments shall review inventories on a regular basis to maintain adequate materials on hand without being overstocked. Departments shall establish minimum levels for stock items and place reorders for purchase by Quotations or bids when these minimum levels are reached. Careful review of inventories should help to reduce the number of Purchase Orders processed.
- ii. In addition to price (where differences are small), consideration shall be given to those vendors who offer prompt payment discounts and/or delivery (especially on an as-needed basis). The final cost of an item shall include labor and transportation; the vendor's location can have a significant impact on such costs.
- iii. A list of vendors who participate in State and County contracts can be obtained on their respective websites.
- iv. Because one set of rules will not cover all cases, Purchasing and the departments shall maintain open communications.

SECTION 5: PROCEDURES

A) Purchases Less Than \$50

i. Petty Cash Procedure

- a. Reimbursement - The petty cash fund shall be used for reimbursement of purchases within the \$50 limit with an override up to \$100 with Director of Finance & Business Services' approval. It is not to be used for the purchase of supplies, materials and equipment that would normally be obtained through regular purchase requisitions.
- b. Approval - Purchases shall be approved by Department Heads or their duly designated managers. Finance & Business Services shall maintain a list of employees authorized to approve purchases in their respective areas.

B) Purchases Less Than \$1,000

i. Through Operating Departments

- a. Items under \$1,000 may be purchased by the operating department.
- b. When obtaining quotes, obtain F.O.B. Destination delivered prices if possible.
- c. Verbal quotes should be noted on the back of the order or on a separate attachment. If a verbal quote results in an order, the price should be confirmed in writing when possible.

ii. Through Purchasing

- a. Requests for Quotations (verbal or written) may be requested when deemed necessary by Purchasing. All questions shall be handled by Purchasing.
- b. Awards are to be made within forty-five days of the quote, (unless specifically changed by the requesting department) or all quotes will be rejected.
- c. In situations where Purchasing has previously determined the lowest responsive and responsible vendor, it may place the order directly without additional price inquiries.

C) Quotation Purchases: Purchases <\$15,000 and Construction<\$5,000

i. Requests for Quotations

Requests for Quotations (written) shall be solicited from at least three legitimate vendors, if possible.

ii. Award

An award shall be made to the lowest responsive, responsible offerer.

D) Publicly Bid Contracts

i. Formal (\$15,000 and up) and Construction Contracts \$5,000 and up

- a. All purchases estimated at or with actual value in excess of \$15,000 shall follow these procedures:
 1. Open a procurement for tracking in accordance with New York State Procurement Lobbying Law after obtaining approval of Procurement Officers

from the Executive Director.

2. A notice to bid shall be advertised at least two weeks prior to the bid opening.
3. ~~Construction bids generally should require a minimum fee of \$25 to cover the cost of plans and specification books.~~ Potential Bidders shall be required to pick up bids or provide an overnight delivery service account number at Bidders cost.
4. Advertisement shall be in the official newspaper with county-wide circulation.
5. All notices and invitations to bid shall be provided to the appropriate mailing list, if available. They shall be available for pick-up upon request.
6. Multiple purchases of the same item shall not be made for the purpose of circumventing the bid threshold.
7. All bids must be returned to the location stated in the notice or bid package.
8. All sealed bids must be returned prior to the time stated in the notice or bid package.
9. All sealed bids received shall be time and date stamped and initialed upon receipt.
10. No bid will be accepted if it is received after the time and date specified or it is not properly sealed. The only exception shall be for a delay caused by a MCWA employee. All late bids shall be returned to the Bidder unopened. When necessary, a late bid may be opened in order to identify the Bidder.
11. Fax copies and e-mails of bid submittals shall **not** be accepted. All Bids must be submitted in a sealed envelope, clearly labeled "Bid" and also marked with the Project Name, Bid date, and time of Bid opening. Bids submitted via trackable delivery service, such as FedEx, must be addressed to "Purchasing Manager – BID" and must follow the delivery instructions stated in the bid packet. US Mail is not an acceptable means to submit Bids.
12. Bidders shall be encouraged to bid as per the specifications outlined in the notice or bid package. Verbal instructions from anyone are **not** valid. Any change in requirements shall be made only by means of a written addendum.
13. Sealed bids will be opened and total prices read aloud at the time and place stated in the notice.
14. Purchasing or the requesting department shall retain custody of all proposals, samples, and bonds until an award has been made. Bids shall be maintained on file.
15. All bids and required forms must be properly executed by the Bidder.
16. After being opened and read, the proposals will be tabulated at the earliest possible time and a recommendation for award will be prepared for approval by the Board.
17. Bids and proposals may be rejected if they contain uncalled-for items, cross-outs or white-outs not initialed, omissions and/or irregularities of any kind (except obvious arithmetic errors). Bids must meet the specifications in order to be considered responsive. MCWA reserves the right to reject all bids for any reason.
18. MCWA reserves the right to waive minor irregularities, reject any and all bids, advertise for new bids, proceed to do the work otherwise, or abandon the

work if it is not in its best interest to proceed.

19. A Bidder may modify its bid after submission to MCWA but before the bid opening. In such a case, the vendor shall make certain that any new prices are reflected in any bid bond. After the bid opening, **no** bid may be modified. Upon request to Purchasing and before an award has been made, Bidders can correct omissions from bids that do not affect the price, terms, and conditions of the bid.
20. Bids may be withdrawn only if written notice is received by MCWA prior to the fixed time for opening bids.
21. If, after the bid has been opened, a vendor discovers an error in its bid that affects the price (other than arithmetic errors), the Bidder shall notify Purchasing at once. Purchasing and the requesting department shall review the problem and seek assistance from the Executive Director if required. Except in extraordinary cases, MCWA shall require the Bidder to abide by its bid or forfeit its bid security.
22. Once the procurement period has ended, terminate the NYS Procurement Lobbying Law tracking. Each Procurement Officer shall certify the end of the procurement period by executing the MCWA Procurement Compliance Form (found in Appendix D) and providing the original copy to Purchasing. Purchasing will close the Procurement Record only after receipt of signed compliance forms from all Procurement Officers.

E) When to Requisition

i. Goods and Services

MCWA typically purchases goods and services using a requisition. See Appendix C for notable exceptions. In the event of an emergency purchase, the department shall provide notice to Purchasing within two (2) working days after the purchase.

ii. In Advance

Requisitions should be prepared far enough in advance to avoid creating an emergency. This will give Purchasing sufficient time to secure the best materials at competitive prices. Lead time must include the work days needed to accomplish the following:

- 1) Time for the requesting department to prepare, sign and authorize requisitions.
- 2) Time for Purchasing to obtain quotes and bids (10 to 18 days).
- 3) Time for transmittal by U.S. mail.
- 4) Stock position of the prospective vendor.
- 5) The vendor's typical delivery schedule.
- 6) Additional time needed for specialized equipment, motorized equipment, office machines, etc.
- 7) Sufficient time for shop drawings, review, and approvals.

F) How to Requisition

i. Complete Information

Purchase requisition forms must be complete in all respects, including proper account numbers, specifications, delivery address, date required, suggested vendors and purpose. In order to be processed, requisitions must be signed with proper approvals.

a. Detailed Specifications

Detailed or technical specifications shall accompany every requisition. A detailed specification means a trade name or product number (e.g., General Electric Lamp #F40CW or approved equal). Suppliers or manufacturers will provide specifications for almost all products.

b. Filling Out Form

Purchase requisition forms shall provide the following complete and correct information. Failure to complete the requisition properly will delay shipment of goods or services.

- 1) Date* - Current date only.
- 2) Ordered by* - Employee name and number (number is necessary for computer input).
- 3) Approximate cost - A requisition shall be complete only if it provides cost information, either approximate or specifically quoted. Any quotations shall be attached to the requisition.
- 4) Requisition and Order No. - assigned by Purchasing.
- 5) Approximate Date Required* - Plan ahead. Use realistic dates. If it is a rush condition, specify the date needed and explain in lower area of description. ASAP, RUSH, IMMEDIATELY, YESTERDAY and RECEIVED are not dates and will result in your requisition being returned.
- 6) Account, Job Order or Auth. No.* - Number must be provided before purchase can be made. Authorization numbers must be properly approved before MCWA can purchase.
- 7) Purchase Order Description* - Provide an item description, including the purpose.
- 8) Suggested Vendor # - List suggested vendors on the back of the requisition. Provide a vendor # if one exists. Only place a vendor # in this location if it is a Confirming Order or a Sole Source of Supply.
- 9) Vendor Name - Only place vendor name in this location if it is a Confirming Order or Sole Source of Supply.
- 10) Vendor Email - used by Purchasing to send vendor Purchase Order.
- 11) Deliver to* - Select a delivery location.
- 12) PO Conditions Do Apply* - Yes will be selected if the requesting department would like Purchasing to send the PO to the vendor to place the order. No will be selected if an order is not needed (ex. Professional Services agreement has been executed).
- 13) Do Not Duplicate* - Order is confirming.
- 14) Authorization* - The requesting department should complete all applicable information in this section to inform Purchasing that the required authorizations for the purchase have been obtained.
- 15) Item No.

- 16) Quantity Needed* - Number to coincide with unit type. (See #15)
- 17) Unit Type* - Be specific (e.g., ea. dozen, case of 12 qt., 8 gross, boxes , etc.).
- 18) Description* - The requisition shall include complete and specific information concerning requirements of all items. Include style, size, model, color, catalog number, etc.
- 19) Approved by Manager/Supervisor and Name
- 20) Approved by Department Head or Designee - All requisitions equal to or greater than \$1,000 require this signature and employee number.
- 21) Approved by Director of Finance or Designee - This signature only applies to requisitions equal to or greater than \$5,000 for department expenses.
- 22) Approved by Executive Director - This signature applies to all requisitions equal to or greater than \$15,000.

Note: Items with an asterisk (*) shall be completed by the requesting department. Failure to do so may delay your requisition.

G) Processing of Requisitions

i. Review

Purchasing shall review all incoming requisitions for completeness, signature(s), type of bidding required, equipment list, etc. After review, requisitions are processed for Quotation or bid.

ii. Preferred Vendors

If a requisition lists preferred vendors, they will receive a Request for Quotation.

iii. \$1,000 to \$15,000

When requisitioning items costing between \$1,000 and \$15,000, MCWA staff will seek to secure at least three (3) Quotations, of which at least one shall be written. Any exceptions such as for a Sole Source of Supply must be fully documented. Quotations are not needed for items purchased using a State, County and Other Political Subdivision/District contract.

iv. Receipt of Quotations

All Quotations must be returned by the applicable deadline. If necessary, telephone quotes can be solicited with a written confirmation to follow. If the situation requires, the department may call a vendor and ask what price it will charge.

v. Substitution

Purchasing shall not substitute quoted items without approval by the originator of the requisition.

vi. Vendor Selection

After prices are obtained, Purchasing shall select the best vendor (usually the lowest responsive, responsible Bidder).

vii. Purchase Order

After selection of vendor, a Purchase Order shall be issued and mailed and/or emailed.

- H) Purchase Orders for Purchases Under \$15,000 and Construction Contracts under \$5,000
 - i. Purchase Requisitions

Purchasing shall process all submitted requisitions for materials, services, equipment, etc. (except petty cash and exceptions noted previously; emergency situations; and Small Purchase Orders).
 - ii. Completion of Forms

Purchase requisition forms must be fully completed as detailed in Section 5F.
 - iii. Ordered by Purchasing

Purchasing shall order materials, services, equipment, etc. after obtaining Quotations as previously described herein. The ONLY exception shall be for an emergency, at which time Purchasing shall either place an immediate order from the purchase requisition or furnish a Purchase Order number to the appropriate Authority staff.
 - iv. Vendor Selection

Purchasing shall determine which vendors to send Requests for Quotations, although the person submitting a requisition may suggest specific vendors.
- I) Bidding Process (Purchases \$15,000 or more and Construction Contracts \$5,000 or more)
 - i. Competitive Bid
 - a. The term Competitive Bid is defined in Section 2 of these Guidelines. This definition also includes explanations of the related terms Lowest Bidder, Responsive Bidder and Responsible Bidder.
 - ii. Public Notice - Single Purchase

For any single purchase of \$15,000 or more and construction contracts \$5,000 or more, MCWA shall publicly advertise for bids. This requirement shall not apply in the event of an emergency.
 - iii. Public Notice - Several Purchases

All purchases estimated to exceed an aggregate of over \$15,000 in a year shall be publicly advertised and bid. The successful Bidder shall then furnish the particular items on the specified delivery dates throughout the year. MCWA shall follow this procedure even for items presently purchased with Blanket Purchase Orders or regular Purchase Orders. (See Section 6D - Commodity Purchase Orders).
 - iv. Specifications

In all cases, individual departments or their consultants shall prepare detailed specifications, including advertisement for bids in final form, any special conditions and a list of any prospective Bidders. All such information shall be forwarded to Purchasing for final review and handling at least five (5) working days prior to the date that a bid advertisement is to be placed in the official newspaper.
 - v. Preparation

Purchasing, the project engineer or a designated consultant shall prepare the proposal sheets and other necessary bid documents. After final review and handling, Purchasing shall select bid opening dates and place the advertisement.

vi. Escalation Clause

MCWA may find that variable economic conditions make it impossible to obtain bids with firm prices for some items. In these cases, bids shall be taken as frequently as necessary or taken with escalation clauses. Purchasing shall determine those items for which annual bids with firm prices can be received. An Extension Price Increase Justification Form (Exhibit 9), including documentation from the vendor supporting a requested price increase, is required to be completed for escalation clauses that allow consideration of a price adjustment in conjunction with annual renewal of a competitively bid contract.

vii. Central Location of Bid Documents

Purchasing shall collect and hold all bid documents until the bid opening.

viii. Location of Opening

Purchasing or a designated person shall announce the room in which the bids will be opened prior to the actual bid opening. Purchasing or a designated person and one representative from the applicable department shall preside over the bid opening and read aloud each bid as it is opened. Exceptions, such as bid openings handled by consultants, may be made by pre-arrangement with Purchasing.

ix. Verification of Bid Prices

Purchasing or a designated person shall verify the accuracy of the bid price (including any extensions), identify the lowest bid, and then forward the bid package to the department for review and recommendations. The department will then forward the bid package (including a recommendation) to the Executive Director for his approval and submission to the Board for award of the bid. After award of the bid, the entire bid package shall be returned to Purchasing.

J) Change Orders

i. Change Order Form

If a change has to be made after an order is placed, a "Change Order Form" must be completed indicating the item(s) ordered and the change to be made. The original shall be sent to the vendor and a signed copy shall be given to Accounts Payable and Purchasing (see the Change Order Form in Exhibit 7).

K) Receiving – Purchase Orders for Supplies, Equipment, Materials, Etc.

i. Delivery Receipts

On the day the goods and/or services are delivered, the recipient shall sign the receiving copy of the Purchase Order and forward it to Purchasing with the packing slip. Timeliness is crucial when there is a prompt payment discount allowed (as noted in the box marked "terms" on the Purchase Order).

ii. F.O.B. Destination

Under this method of delivery, the shipper must make any claim for lost or damaged freight. IT IS THE RECIPIENT'S RESPONSIBILITY TO NOTE ANY DISCREPANCIES ON THE RECEIVING COPY OF THE FREIGHT BILL. (See Definition)

iii. Partial Delivery

Unless specified in the contract, acceptance of a partial delivery obligates MCWA to pay for the items received within 30 days or any applicable discount period.

iv. Prompt Payment

MCWA values prompt payment to all vendors. This ensures that unnecessary delays do not adversely affect MCWA's credit record.

v. Shortages

Recipients must immediately report to the vendor any shortages (except back-ordered items), discrepancies or shipment damage. The ordering department shall determine a suitable course of action. Some possible problems include: short/over/duplicate shipments, open cartons upon delivery, items not as specified on the Purchase Order, poor quality, and late deliveries. The ordering department shall maintain contact with vendors on back-ordered items.

vi. Tracing

Purchase Orders shall note the agreed upon delivery schedule. For orders that fail to be delivered on time, the ordering department may trace such orders.

L) Payment of Invoices – Purchase Orders for Supplies, Equipment, Materials, Etc.

i. Vendor Mail

Vendors should send invoices directly to Accounts Payable.

ii. One Purchase Order

Each Purchase Order should have a separate invoice.

iii. Contents

Each invoice should contain the Purchase Order Number, a detailed description of the goods or services, the ship-to address and the ship date.

iv. Review

Accounts Payable shall review all invoices to determine compliance with the Purchase Order, that we have received the merchandise, and that taxes and, where applicable, freight have not been charged.

v. Papers on File

Before Accounts Payable can pay an invoice, it shall have on file the Purchase Order, the invoice, and the proof of receipt (including an authorized signature and the date of receipt).

vi. Paperwork Discrepancies

If the invoice and Purchase Order do not agree, Purchasing shall determine who and/or

how much shall be paid unless a department sent out the quotes.

M) Return of Merchandise

When purchased material needs to be returned or exchanged, MCWA shall use the following procedures to ensure that it receives full credit:

i. Credit Memo Received From Vendor ~

- Put account number originally charged on the credit memo.
- Note any other helpful information.
- Send credit memo to Purchasing promptly.

N) Vendor Preference

i. Suggestions

Purchasing shall secure prices and, if so requested, review the prices and vendors with the department before making a final selection.

ii. Preference

If a department prefers one supplier over others, thereby excluding one or more vendors from consideration, it shall prepare a written justification. Purchasing shall either issue a Purchase Order based on such recommendation or explain why the request was denied.

iii. Preferred Source Purchases

When completing purchases that do not include Federal funds, MCWA may purchase commodities and services from New York State designated preferred sources without conducting a competitive procurement.

iv. Local Vendors

MCWA service area vendors are those who contribute to the region's tax base and promote the local region's economy; local vendors shall be considered preferred vendors only if their pricing, delivery and service are better than, or comparable to, vendors doing business outside the Authority's service area. If three local vendors exist, MCWA shall seek outside vendors at its discretion, if desired.

O) Unauthorized Purchases

Purchases made outside of normal Purchasing policies or procedures and not meeting the criteria of a legitimate emergency, sole source, or standardization are considered Unauthorized Purchases.

Unauthorized Purchases should be brought to the attention of the Executive Director. An Unauthorized Purchase may result in disciplinary action.

Examples of Unauthorized Purchases

- Order Splitting – The intentional splitting of a known purchase into separate lots with the intention of spreading the purchase over a period of time is strictly prohibited.
- Personal Purchases – MCWA employees and their families are prohibited from purchasing goods and services for personal use through any Authority contract. The

Authority will neither require nor encourage any vendor to honor contract terms or pricing discounts on behalf of anyone affiliated with MCWA.

- iii. False Pretense – The purchase of any materials or services for personal use under the pretense of MCWA use is prohibited. For example: Ordering tools for use at an employee's house or other **personal** purpose and charging to the Authority will be considered acts of theft.
- iv. Unauthorized additions to Purchase Orders – Additions to, deletions from, or any other type of revisions made after the issuance of a Purchase Order may only be done after contacting the Purchasing Manager.

SECTION 6: OTHER PURCHASING ITEMS

A) Professional Services

See the definition in Section 2 for ways to determine whether a procurement is for professional services. See Appendix E for Professional Services Policy and Procedures.

B) Sole Source of Supply

See the definition of this term in Section 2. Since this is an exception to competitive bidding, MCWA shall use the following tests and procedures to confirm the existence of a Sole Source of Supply:

The applicable department shall compile reasonable proof that an item is available only from a sole source. Examples include:

- A single vendor for a product.
- Evidence that other companies (public and/or private) have also found just a single vendor.
- Evidence that substitute products are not satisfactory, including tests done by MCWA or the actual experience of other companies.
- A certification from a Department Head that a product is available only from a sole source.

Sole source purchases above \$5,000 shall be approved by the Director of Finance (or Designee) and Business Services. Sole source purchases above \$15,000 shall be approved by the Board of Directors.

i. Identify on Requisition

To requisition sole source items, the Department shall identify them as such.

ii. Verification

Purchasing shall require the department provide written documentation from manufacturer verifying the existence of a Sole Source of Supply. Verification shall be dated within the current year.

C) Blanket Purchase Orders

- i. Requisitions shall specify the amount requested, the term and the purpose of the requisition.

- ii. Purchasing shall maintain a list of acceptable vendors for small items such as hardware, paint and miscellaneous building materials. Since the cost of these items is relatively uniform, the vendors shall be chosen primarily on the basis of stock selection, brand names and proximity to the General Office, Shoremont and any other facilities.
- iii. Blanket Purchase Orders shall generally be issued to vendors in amounts up to \$15,000/year as specified by the Department Head and for periods not greater than 12 months at a time. When a Blanket Purchase Order is anticipated to be over \$15,000, it must first be approved by the Board of Directors. Multiple items of the same or similar nature can be purchased as long as their total cost does not exceed \$1,000 including freight. A written quote should be obtained from selected vendor when possible.
- iv. Blanket purchases over \$1,000 require approval from Purchasing.
- v. Purchasing shall review all blanket purchases in order to coordinate and consolidate purchases that are better made through the use of an annual Commodity Order or public bid.
- vi. The person using a Blanket Purchase Order shall obtain the price at the time of the purchase, indicate such on the receiving slip, place account and P.O. numbers on the slip, and have it signed by an authorized purchaser before forwarding it to Purchasing. Each department shall keep a log of purchases made and any balance remaining to date. This log shall be sent to Purchasing along with the green copy of the Purchase order when complete.

D) Commodity Purchase Orders

- i. Personnel shall submit Requisitions to Purchasing, including estimates of usage, detailed specifications, and suggested vendors.
- ii. Purchasing shall issue a Purchase Order based upon prices received by quote or bid. Purchase Orders shall be good for up to one year. Commodity Orders in which prices are obtained by a quote can be extended for an additional two one-year terms. Commodity Orders in which prices are obtained by public bid can be extended for up to an additional four one-year terms.
- iii. The authorized purchaser shall code the receiving slip with account and P.O. numbers and have invoices approved.

E) Emergency Purchase Orders

- i. The Manager on duty may authorize purchases for emergencies that occur on weekends or outside normal working hours.
- ii. If possible, MCWA personnel shall seek to secure verbal Quotations and, if at all possible, use vendors and contractors whose prices and hourly rates are known to be the lowest.
- iii. MCWA personnel shall forward a purchase requisition and Emergency PO Department Certification (Exhibit 4) to Purchasing as soon as practical after an emergency order. Purchasing and the Director of Finance and Business Services shall review confirming purchase requisitions on a regular basis for compliance with the emergency requirement.
- iv. For emergencies occurring during normal working hours that require immediate and

direct contact with a vendor, Purchasing shall issue a Purchase Order number. This will not preclude a particular department contacting a vendor to obtain specifications, information, catalog numbers, etc.

- v. The Board of Directors will receive notification of the purchase during the next scheduled board meeting. For Emergency Purchase Orders greater than \$15,000, a resolution should be passed by the Board during the next meeting following MCWA received the final invoice.

F) State, County and Other Political Subdivision/District

- i. Eliminates Need to Bid

Many items are available utilizing State, County and Other Political Subdivision/District contracts. The use of pricing in these contracts eliminate the need to bid or quote these items.

On File Purchasing shall maintain a list of vendors having these contracts

- iii. Best Interest

Purchasing may quote or bid any item on an authorized purchasing contract if it is in the best interests of MCWA to do so.

- iv. Terms

Terms, including delivery, shall also be considered prior to ordering.

G) Contracts, Agreements for Services, and Prevailing Wage

- i. Types of Services

Any department requiring a service that is not professional in nature shall prepare a requisition, including detailed terms, conditions and specifications. Purchasing shall then either quote or bid (except as noted in Appendix C) the service.

Examples of "services" are as follows:

Janitorial Services
Typewriter Maintenance
Microfilming
Tree Removal
Lawn Maintenance

Requisitions should be as complete as possible so that the RFQ/P can identify the services needed.

- ii. Prevailing Wage Rates

Public work contractors must agree to comply with the provisions of the New York State Labor Law Article 8 – Public Work and Article 9 – Maintenance Work relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the contractor. Wage rates may be obtained from the Labor Board’s website at www.labor.state.ny.us.

These rates are also applicable to work performed meeting all of the following requirements:

- a. Article 9 work performed on site if over \$1,500; all Article 8 work is covered;

- b. When using a “tool” to perform work;
- c. Working on anything attached to building structure; and
- d. If not the sole proprietor of the business.

Every contractor and subcontractor shall submit, within thirty days after issuance of its first payroll and with each payment request, a transcript of the original payrolls subscribed and affirmed as true under penalty of perjury. MCWA shall maintain such payrolls for five years and invoices shall not be paid until these payroll records are received and final Prevailing Wage Payroll Certification (Exhibit 8) is completed

iii. Certificate of Insurance

Any work performed on MCWA property or MCWA jobs must meet insurance requirements and provide proof of insurance by submitting a completed Standard Insurance Certificate.

H) Credit/Purchasing Cards

MCWA will use credit/purchasing cards for purchases that are difficult to make in any other way, and are not to be used to circumvent MCWA’s Purchasing & Procurement Guidelines.

1. General rules for the use of any credit/purchasing cards are as follows:

- a. Cards shall not be used for personal purchases of any kind. Use of these cards for personal purchases or expenses with the intention of reimbursing MCWA is prohibited.
- b. Whenever possible, all purchases made with these cards shall be paid for within the grace period so that no interest charges or penalties will accrue.
- c. Cardholders shall take measures necessary to safeguard the security of the credit card and the card number.
 - i. If a credit card is lost or stolen, it shall be reported to the appropriate department head immediately after discovery.
- d. Lack of proper documentation or authorization may result in the loss of the Authority-issued credit card and/or personal liability.
- e. Any misuse of a MCWA credit card by an unauthorized employee may result in loss of credit card and/or disciplinary action up to and including termination of employment.
- f. Cardholders will verify that the goods or services are allowable and must secure appropriate approvals.
 - i. Cardholders should determine if the intended purchase is within the cardholder’s credit card limit.
 - ii. Cardholders are responsible for managing any returns or exchanges to obtain proper credit for returned merchandise. The cardholder should contact the vendor to obtain instructions for returns and make sure the proper credit is applied to the card on which it was charged. No cash refunds are allowed.
- g. All receipts related to the purchase need to be approved by the Department

Head/designee.

- h. Use proof of New York State Tax Exemption.
- i. Follow procedures for obtaining quotes for purchases over \$500.
- j. Upon separation of employment, cardholders shall surrender their MCWA credit cards to the appropriate department head on or before their last day of work and prior to issuance of final compensation to the cardholder.
- k. Phone, fax and internet purchases must follow the same procedures as in-person purchases.
- l. In addition, random reviews may be conducted for both card activity and receipt retention as well as statement review by the Finance & Business Services department. The detailed activity may also be reviewed by MCWA's independent auditing firm. Purchasing will review and update master credit card lists on an annual basis.

2. Store Credit Cards

MCWA uses a variety of store-issued "Charge Cards" to facilitate day-to-day operations. Current cards include those for Lowes and Home Depot. MCWA store credit cards will be issued in the employee's name as authorized by the Department Head and may be used for the following purposes: a) materials, b) supplies, and c) equipment only if a purchase order cannot be issued. Charges for supplies and equipment shall not exceed \$1,000 per purchase without approval from the Department Head or their designee. Supervisors or Department Heads are required to authorize payment of any charges made by employees designated to use a credit card. Splitting up charges to avoid the transaction limit set for the credit card is prohibited. When providing receipts for payment, employees must clearly print their name on the receipt.

3. American Express/VISA/MasterCard Credit Cards

The Executive Director may approve issuance of American Express Purchasing Cards, MasterCards, and VISA Credit Cards to the following MCWA personnel in the employee's name:

- Executive Director;
- Deputy Executive Director;
- Director of Engineering/Civil Engineer;
- (Executive) Director of Operations;
- Director of Facilities & Fleet Maintenance;
- Director of Finance & Business Services;
- Director of Production & Transmission;
- Secretary to the Board; and
- Purchasing Manager.

MCWA shall use these cards for purchases that are difficult to make in any other way, as a convenience for travel and seminars, and for other appropriate purposes.

- a. These cards shall be used and controlled by the cardholders listed above.
- b. All purchases shall require appropriate Department Head approvals and receipts.
- c. Depending on the nature of the items purchased, use of these cards may be subject to the normal competitive pricing requirement where applicable.
- d. Prior to any purchase, department personnel shall obtain appropriate approvals.

A completed Credit Card Pre-Approval Form (see Exhibit 5) shall be submitted to the Department Head. All purchases shall be evidenced by a receipt.

- e. Each department will reconcile the credit card statement to the receipts forwarded by the employee making purchases.
- f. The Credit Card Reconciliation Form (see Exhibit 6) must be completed for each department and submitted upon request for monthly reconciliation purposes. This form can be found on the MCWA Network in the Public folder by following this path: \\Mcwa\public\Finance\Credit Card Purchases Forms\Credit Card Reconciliation Form

I) MBE/WBE

Participation by Minority Group Members and Women with Respect to State Contracts: MCWA is considered a state agency under Article 15-A for the purpose of implementing Women and Minority Business Enterprise (W/MBE) and Equal Opportunity Employment (EEO) programs. See Appendix A for applicable Minority and Women Business Enterprises procedures.

EXHIBIT 1 ~ Purchase Requisition – Front



Monroe County Water Authority

PURCHASE REQUISITION

Approximate Cost: _____

Requisition /
Order No: _____

DATE: _____

ORDERED BY: _____
Name and Emp. #

APPROXIMATE
DATE REQUIRED: _____ (Must Provide A Date)

ACCOUNT, JOB ORDER
OR AUTHORIZATION #: _____

PO DESCRIPTION: _____

SUGGESTED VENDOR Number: _____

SUGGESTED VENDOR Name: _____

SUGGESTED VENDOR Email: _____

DELIVER TO:

- ☐ OPERATION CENTER (1) ☐ MCWA PICK UP (7)
☐ TREATMENT PLANT (2) ☐ AS SPECIFIED BELOW (99)

0 Conditions Do Apply: ☐ Yes, send PO to vendor ☐ No, don't send PO to vendor

Do Not Duplicate: ☐

Authorization (Required)

MCWABoard Res #: _____ ☐ Quotes Received

MCWABid Procurement #: _____ ☐ Sole Source (see attached
letter from manufacturer)

MCWARFP Procurement #: _____ ☐ Emergency PO
(see attached department certification)

Contract
Type: ☐ NYS ☐ County ☐ Other

Contract
Info: _____

Other: _____

ITEM NO.	QUANTITY NEEDED	UNIT TYPE	DESCRIPTION OF MATERIAL
1	1	EA	

Page 1

APPROVED BY:

Manager/Supervisor # and Name

Department Head # and Name

APPROVED BY:

Director of Finance # and Name

Executive Director # and Name

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Page 2

VENDOR INFORMATION

#	VENDOR NUMBER	VENDOR NAME	ADDRESS	PHONE # & FAX #				
1		Attn:						
2		Attn:						
3		Attn:						
4		Attn:						
5		Attn:						
6		Attn:						
Unit Prices : Phone / Fax / E-mail Quotes Etc.								
Item #	QTY	Unit Type	Vendor 1 Unit Price Total	Vendor 2 Unit Price Total	Vendor 3 Unit Price Total	Vendor 4 Unit Price Total	Vendor 5 Unit Price Total	Vendor 6 Unit Price Total
1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
Sub Total			\$0.00					
Shipping			\$0.00					
TOTAL:			\$0.00					

**MONROE COUNTY WATER AUTHORITY
PURCHASING GUIDELINES**

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EXHIBIT 2 ~ Purchase Order – Front



MONROE COUNTY WATER AUTHORITY

P.O. BOX 10999 • 475 NORRIS DRIVE • ROCHESTER, N.Y. 14610-0999
PHONE: 585 442-2000 FAX: (585) 442-0220

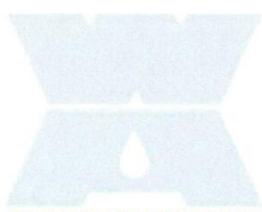
PURCHASE ORDER NO.

THIS ORDER NUMBER MUST APPEAR ON ALL SHIPPING PAPERS, BILLS OF LADING, PACKING LISTS, INVOICES AND CORRESPONDENCE. MATERIAL SHIPPED WITHOUT OUR FORMAL PURCHASE ORDER WILL NOT BE ACCEPTED BY OUR RECEIVING DEPARTMENT.

TO VENDOR:

SHIP TO:

PLEASE ENTER OUR ORDER IN ACCORDANCE WITH PRICES, DELIVERY AND SPECIFICATIONS GIVEN.

VENDOR NO.	ORDERED BY	SHIP VIA	TERMS	ORDER DATE	A/C #	
ITEM	QTY. ORDERED	DESCRIPTION			UNIT PRICE	AMOUNT
 A MATERIAL SAFETY DATA SHEET (MSDS) Should accompany order.						

TAX EXEMPT

THE MONROE COUNTY WATER AUTHORITY IS EXEMPT FROM THE NEW YORK STATE SALES TAX UNDER SECTION 1116(a) (1) (SUBDIVISIONS OF THE STATE OF NEW YORK) OF THE TAX LAW, AND AS AUTHORIZED UNDER TITLE 5 OF THE PUBLIC AUTHORITIES LAW, SPECIFICALLY, SECTION 1105, EXEMPTION FROM TAXES. FEDERAL TAX ID NO. 16-6002860W

AUTHORIZED BY:

PURCHASING

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

PLEASE ACKNOWLEDGE THIS ORDER PROMPTLY ON THE WHITE ACKNOWLEDGEMENT COPY AND INDICATE APPROXIMATE SHIPPING DATE. ANY ORDER NOT ACKNOWLEDGED WITHIN 10 DAYS IS SUBJECT TO CANCELLATION.

FILL IN BELOW AND RETURN THE ACKNOWLEDGEMENT COPY.

ACKNOWLEDGED BY: _____ DATE _____

APPROXIMATE SHIPPING DATE IS: _____

ORIGINAL PURCHASE ORDER

MONROE COUNTY WATER AUTHORITY
PURCHASING GUIDELINES

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EXHIBIT 2 ~ Purchase Order – Back

Monroe County Water Authority
Terms and Conditions of Purchase

1. **ACCEPTANCE.** Acceptance of this order is accomplished by Seller signing and returning the Acknowledgment copy of the order. If shipment of goods is made without signing the Acknowledgment, the Terms and Conditions set forth herein shall prevail unless otherwise agreed to in writing by Buyer. In case of any inconsistency between these Terms and Conditions and any terms and conditions proposed by Seller, these Terms and Conditions shall prevail.
2. **NEW MATERIALS.** Except as to any supplies and components which the specifications contained herein specifically provide need not be new. Seller represents that the supplies and components to be provided are new and are not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety.
3. **WARRANTIES.** Seller warrants:
 - a) that all goods and work covered by this order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by Buyer or Seller's samples and will be merchantable, of good quality and workmanship, free from defects in material, design and workmanship, and for the purpose intended.
 - b) that such warranties shall apply to Buyer and customers or Buyer.
 - c) Seller agrees that these warranties shall survive acceptance of the goods provided under this order. Said warranties shall be in addition to any warranties of additional scope given to Buyer by Seller, or provided at law or equity.
 - d) Seller agrees to defend, indemnify, and hold Buyer, Buyer's customers, and anyone claiming through Buyer or Buyer's customers harmless against any and all liabilities whatsoever incurred by Buyer, Buyer's customers, and anyone claiming through Buyer as a result of a breach of such warranties.
4. **PRICES.** Unless otherwise specified in this order, prices are F.O.B. Destination, at the location indicated on the face hereof. The prices charged herein are in accordance with any applicable laws and regulations and are as low as any net price now given by Seller to any other tax-exempt customer for like material and quantity. Seller agrees that if at any time during the pendency of this order, lower prices are quoted anyone for similar materials, such lower net prices shall be from that time substituted for the prices contained herein.
5. **CHANGES.** Buyer shall have the right to make changes in this order. If any such change affects delivery or amount to be paid by Buyer, Seller shall notify Buyer immediately. Any claim for adjustment shall be submitted within thirty (30) days from date of receipt by Seller of notification of change. No additional charges will be allowed unless authorized by Buyer in writing.
6. **DELIVERY SCHEDULE AND QUANTITIES.** TIME IS OF THE ESSENCE OF THIS CONTRACT. If delivery of goods or rendering of services is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies to terminate this order by notice effective when received by Seller, as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred. Any provisions herein for delivery of goods or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk. Buyer reserves the right to return early deliveries or excess or short shipments at Seller's expense.
7. **INSPECTION AND REJECTION.** In case of defects in material or workmanship or nonconformance with requirements, Buyer shall have the right to reject. Seller shall bear all risks as to rejected goods. Goods rejected shall be returned or, if required by Buyer, corrected in place at the expense of Seller. No goods returned as defective are to be replaced without Buyer's authorization and credit will be taken on Buyer's voucher. Buyer may by contract or otherwise replace or correct such goods and charge Seller for costs and damages. To defray cost of shipping, handling and inspection, a service charge on rejected goods may be billed to Seller. At Buyer's option, Buyer may perform inspection of goods covered by this order at Seller's plant with Seller providing necessary facilities to conduct such inspection. Payment for any article hereunder shall not be deemed an acceptance thereof.
8. **COMPLIANCE WITH LAWS.** Seller warrants that all goods or services called for herein have been produced in compliance with all applicable federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods. Without limiting the foregoing, Seller agrees, with respect to the goods or services to be supplied to comply with the provisions of the Occupational Safety and Health Act of 1970 (the "Act") and the standards and regulations issued thereunder, or any other federal, state or local law or regulation of the same or similar nature, and further certifies that all items furnished under this order will conform to and comply with said Act, standards and regulations, and other applicable laws or regulations. Seller further agrees to forever defend, indemnify and hold harmless Buyer from and against all suits, actions, liability, claims, damages or losses, and any costs or expenses incurred in connection therewith, suffered or incurred by Buyer as a result of Seller's failure to comply with the provisions of this paragraph and for the failure of the items furnished under this order to so comply.
9. **ASSIGNMENT.** Assignment of this order or any interest therein or any payment due or to become due thereunder, without prior written agreement by Buyer, shall be void.
10. **SET-OFF.** Buyer shall be entitled to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer or any of its affiliated companies to Seller.
11. **PATENT INDEMNITY.** Seller agrees to hold and save harmless Buyer and any of its customers and all persons claiming under Buyer from any and all loss, damage and expense of any kind by reason of actual or alleged infringement or contributory infringement of any Letters Patent or trademark rights by reason of the manufacture, delivery, use, or sale of the goods and Seller agrees to defend at its own expense any kind and all actions or proceedings charging infringement of Letters Patent or trademark rights that may be brought against the Buyer or any of its customers, or all persons claiming under Buyer, and to pay all costs and damages that may be assessed or incurred in every such action.
12. **INSOLVENCY.** If Seller ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors made by Seller, Buyer may terminate this order without liability except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms of this order, and in either case only at the prices provided for herein. Buyer shall have a security interest in goods in the production process or completed but undelivered as security for any payment made by Buyer in advance of deliver.
13. **WORK ON BUYER'S PREMISES.** In the event this purchase order includes work to be performed, or material to be delivered by Seller, on Buyer's premises, or the premises of a customer of the Buyer, the Seller hereby assumes entire responsibility and liability for any and all damage or injury of any kind caused by, resulting from or occurring in connection with, directly or indirectly, the performance of the work provided for in this order or the operations of Seller, and Seller agrees to indemnify, defend and save harmless Buyer, its members, officers, agents and employees from and against all liability, judgments, costs, damages and expenses (including attorneys' fees) upon any claim for injuries (including death) to any persons (including Seller's employees) or damages to any property (including the loss of use resulting therefrom) arising out of, or in connection with, directly or indirectly, the performance of the work provided for in this contract, or the operations of Seller, regardless of whether such injuries or damages are attributable in part to any fault or willful or negligent act or omission of Buyer or for whose acts Buyer may be liable, and regardless of whether the claim is based upon the breach of any statutory duty or obligation or is based upon any theory of law of apportioned or comparative liability.
14. **TERMINATION.** Buyer may by written notice to Seller:
 - a) Terminate the whole or any part of this contract in any one of the following circumstances, (1) If Seller fails to perform within the time specified herein or any authorized extension thereof; or (2) If Seller fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and if either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure, and upon such termination Buyer may procure, upon such terms as it shall deem appropriate (and Buyer shall not be required to procure at the lowest price obtainable). Goods or services similar to those terminated, in which case Seller shall continue performance of this order to the extent not terminated and shall be liable to Buyer for any excess costs for such goods or services; and
 - b) At any time terminate this order in whole or in part for convenience, in which case Buyer shall pay to Seller actual costs reasonably incurred by Seller to date of termination and directly related to production of the goods Buyer shall not by reason of termination for convenience be liable to Seller for any compensation, reimbursement, or damages, including in particular but not limited to any special, incidental, or consequential damages, either on account of present or prospective profit on sales or anticipated sales or on account of expenditures, investments or commitments.

Nothing in this Section 14, or elsewhere in these Terms and Conditions, shall be construed as limiting any other legal or equitable rights or remedies available to Buyer.

EXHIBIT 3 ~ Petty Cash Disbursement Receipt

MCWA 88		PETTY CASH DISBURSEMENT RECEIPT				NO. _____	
						_____ 20 _____	
Received of MONROE COUNTY WATER AUTHORITY, the Amount of \$_____, in full payment of the items enumerated below:							
ITEMS	FOR WHAT PURPOSE	AUTH. NO.	ACCT. NO.	✓	AMOUNT		
ATTACH HERETO ALL SUPPORTING PAPERS					TOTAL		
POSTED TO RECAP:		APPROVED:		SIGNED:			
_____		_____		_____		RECIPIENT	

EXHIBIT 4 ~ Emergency PO Department Certification



**MONROE COUNTY WATER AUTHORITY
EMERGENCY PO DEPARTMENT CERTIFICATION**

Requesting
Department: _____

Request Date: _____

Vendor: _____

Estimated
Amount: _____

Date of Board
Notification: _____

General Municipal § 103

4. Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein.

Department Justification:

APPROVALS

DEPARTMENT HEAD

DIRECTOR OF FINANCE

EXECUTIVE DIRECTOR

MCWA BOARD RESOLUTION ~~§~~
(GREATER THAN \$15,000)

CERTIFICATION SHOULD BE SENT TO PURCHASING WITH PURCHASE REQUISITION

11/2023 AM

EXHIBIT 5 – Credit Card Pre-Approval Form



**MONROE COUNTY WATER AUTHORITY
CREDIT CARD PRE-APPROVAL FORM**

This form must be completed & approved prior to any credit card purchase.

REQUESTED BY: _____ DATE: _____

VENDOR	VENDOR ADDRESS	PHONE/EMAIL
1.		
2.		
3.		

QUOTES

ITEM DESCRIPTION	QUANTITY	UNIT TYPE	VENDOR 1	VENDOR 2	VENDOR 3

ACCOUNT # _____ AMOUNT: \$ _____

ACCOUNT # _____ AMOUNT: \$ _____

APPROVALS

MANAGER/SUPERVISOR (\$0 - \$999.99)

DIRECTOR OF FINANCE (\$5,000 - \$15,000)

DEPARTMENT HEAD (\$1,000 - \$4,999.99)

CARD HOLDER

08/12/2020 KA

EXHIBIT 6 – Credit Card Reconciliation Form

CREDIT CARD RECONCILIATION

CARD HOLDER: _____

EMPLOYEE	COST CENTER	SERVICE ESTABLISHMENT	DATE	TOTAL AMOUNT OF CHARGE	CARD HOLDER APPROVAL

08/12/2020
ka

MONROE COUNTY WATER AUTHORITY
PURCHASING GUIDELINES

Page 39

EXHIBIT 7 ~ Change Order Form



MONROE COUNTY WATER AUTHORITY
P.O. Box 10999 • 475 Norris Drive • Rochester, New York 14610-0999
Phone: (585) 442-2000 Fax (585) 442-0220

To:

Our P.O.

Change Order #

Date:

ITEM NO.	QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	TOTAL PRICE
AS ORDERED				
CHANGED TO/OR ADDITIONS:				

EXPLANATION:

Approved by:

Manager/Supervisor on Call Date

Director of Finance Date

Department Head Date

Executive Director Date

Purchasing Agent Date

CC ORDERING DEPT
 RECEIVING DEPT
 ACCOUNTS PAYABLE

EXHIBIT 8 – Prevailing Wage Payroll Certification

	STATE OF NEW YORK DEPARTMENT OF LABOR BUREAU OF PUBLIC WORK	CASE ID # PRC # OFFICIAL USE ONLY
---	--	--

CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR

I, _____, am an officer with the title
NAME OF OFFICER
of _____ in the firm of _____
and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by
_____ on the _____
project. During the payroll period commencing on the _____ day of _____ 20____ and
ending the _____ day of _____ 20____, all laborers, workers and mechanics employed on said
project were paid the wages and supplements recorded as earned on the attached payroll records. No
deductions have been made either directly or indirectly from the wages and supplements other than
deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and
complete. The number of hours shown for each employee reflects the actual hours worked by that
employee. The classification shown for each employee is accurate and conforms with the work he or
she performed.

Signed	
Title of Officer	
Name of Firm	
Address	

Sworn to before me this _____
_____ day of _____ 20____

NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF
THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.**

FW-1-B (03-07)

EXHIBIT 9 – Extension Price increase Justification



MONROE COUNTY WATER AUTHORITY
EXTENSION PRICE INCREASE JUSTIFICATION

PO Number: _____

Request
Date: _____

Vendor: _____

% Increase
Requested: _____

Terms & Conditions - Price Change Request:

A request for price change shall be considered by the Authority upon written notice from the manufacturer, such as written notice to be received by the Authority at least 45 days prior to the expiration date of the contract (the "Price Change Request"). If the Price Change Request is approved by the Authority, it will take effect after the expiration of the initial term of the contract and will only apply for the extension or renewal periods of the contract. The Price Change Request shall not be greater than the increased costs incurred by the manufacturer, and in no event shall the Price Change Request be greater than _% of the contract price.

Vendor/Manufacturer Justification:

*SUPPORTING DOCUMENTATION MUST ACCOMPANY THIS REQUEST

VENDOR SIGNATURE

DATE

APPROVALS

PURCHASING MANAGER

DIRECTOR OF FINANCE

DEPARTMENT HEAD

EXECUTIVE DIRECTOR

MONROE COUNTY



Purchasing & Procurement Guidelines

Appendix A

**Minority and Women Business Enterprises
Procedures**



**MINORITY AND WOMEN
BUSINESS ENTERPRISES
PROCEDURES**

Monroe County Water Authority

Revised September 2012

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I. MBE and WBE Policy

It is the policy of the Monroe County Water Authority (the "Authority") that Minority and Women Business Enterprises (M/WBE's) are afforded opportunities to participate as contractors, subcontractors, consultants, and/or sub-consultants for construction of and engineering services for Authority projects.

The Authority will carry out these policies through its role in consultant services, bid solicitation, contract award, contract administration, and construction processes as outlined in the following procedures.

A. Goals

Authority policy establishes the following percentages as the current goals for M/WBE participation:

Combined participation of 12% of the total contract amount. Further, neither the MBE nor WBE participation should be less than 6% of the total contract amount.

If the prime contract is with a MBE, the participation requirement for WBE shall be 6% and vice versa if the prime contract is with a WBE. If an outside funding agency has special M/WBE or DBE requirements, the Authority will follow those requirements.

B. Applicability

This policy shall apply to all construction and engineering related services that are estimated to exceed \$25,000 and are undertaken in conjunction with the Authority's capital projects.

C. Definition

M/WBE firms must be certified by the New York State Division of Minority and Women - Owned Business Development or the New York State Department of Transportation.

D. Conditions of Participation

1. Commercially Useful Function

The Consultant or Prime Contractor is responsible for ensuring that M/WBE's working on the contract perform a commercially useful function. An M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Regardless of whether an arrangement between the Contractor and the M/WBE represent standard industry practice, if the arrangement erodes the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Contractor shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Consultant or Prime Contractor, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the contract, provided that individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Consultant or Prime Contractor or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50 percent of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the Authority shall receive documentation from the M/WBE demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements and the names, addresses, and terms quoted by other sources of equipment.

II. Monroe County Water Authority's M/WBE Officer's Responsibilities

- A. Monitor activities relating to M/WBE policies.
- B. Assist Prime Consultants and Contractors with M/WBE utilization, as requested.
- D. Maintain appropriate records for ongoing and completed projects.
- E. Obtain data necessary to complete the Authority's forms and/or records.
- F. Mail bid summaries to M/WBE contractors that request such information.
- G. Maintain an M/WBE Project Log.
- H. Attend "kick off" meetings. As requested, provide reference locations for listings of certified MBE's and WBE's for applicable categories of work, provide M/WBE forms, and review M/WBE requirements (including participation, documentation, and invoicing requirements).

- I. Advise Project Engineer and/or Construction Services Supervisor of any performance or non-compliance issues and assist them with resolving as necessary (no direct communications with contractor or consultant).

III. Project Engineer's Responsibilities

It is important for the M/WBE Officer to be fully informed of the Authority's capital projects, their schedules, and related engineering services that may be contracted to an outside firm.

General

- A. For construction contracts and engineering services agreements over \$25,000 the Project Engineer shall:
 - ◆ Coordinate with the M/WBE Officer to determine if contract specific goals for the project need reassessment.
 - ◆ Provide M/WBE Officer with copies of all project work plans.

Engineering Services

- A. Project Engineer's Responsibilities
 - ◆ Include current M/WBE Program Requirements in Section 4 (as Item 4.8.11) of the Agreement for Professional Services (Authority's – M/WBE Procedures, Appendix A) and request written confirmation of ability to comply in RFP/Q cover letter.
 - ◆ Copy M/WBE Officer with RFP/Q's.
 - ◆ Invite M/WBE Officer to start up (kick off) meeting with selected firm.
 - ◆ Provide consultant with sample M/WBE Utilization Plan and Payment forms.
 - ◆ Provide consultant with copy of current Authority - M/WBE Procedures.

Construction Contract Documents

- A. Project Engineer shall be responsible for M/WBE compliance up to and including the bidding phase and shall:
 - ◆ Include current M/WBE statement (Authority – M/WBE Procedures, Appendix B) at end of Section 1 (Instructions to Bidders).
 - ◆ Include current M/WBE Program Requirements and Procedures in Section 3, General Conditions.
 - ◆ Include sample M/WBE Utilization Plan and Pay Estimate Forms in Section 4.

- ◆ Include M/WBE Certification (Authority – M/WBE Procedures, Appendix C) in bid, Section 7.
- ◆ Invite M/WBE Officer to attend all pre-bid meetings, who will cover M/WBE participation requirements, and provide copy of minutes to M/WBE Officer.

IV. Construction Services Supervisor Responsibilities

- A. Construction Services Supervisor shall be responsible for M/WBE compliance starting after the bid phase and shall:
- ◆ Request M/WBE Utilization Plan from contractor in Notice of Award Letter.
 - ◆ Obtain completed Utilization Plan prior to processing the first pay estimate.
 - ◆ Invite M/WBE Officer to kick-off meetings.
 - ◆ Receive completed monthly reports with pay estimates.
 - ◆ Monitor contractor compliance via construction progress meetings. Provide M/WBE Officer with progress meeting minutes.
 - ◆ Resolve compliance issues and conduct all communications.

V. Consultant Responsibilities & Guidelines

The following requirements are applicable to engineering agreements:

- A. Consultant Agreement Requirements
1. Within two weeks after execution of the Agreement for Professional Services, the consultant shall submit to the M/WBE Officer an M/WBE Utilization Plan.
 2. Prior to final payment, the Consultant shall submit a Final Utilization Report.
 3. When submitting the request for payment, the Consultant will list M/WBE firms scheduled for payment for the specific period. The Consultant shall identify the portion of the payment that is attributed to the M/WBE firm.
 4. Prior to final payment, the Consultant shall submit affidavits certifying payments to sub-consultants for work previously paid for by the Owner and the Final Utilization Plan.
 5. During the construction phase, the Consultant's resident/project engineer shall comply with requirements of Section IV herein.

B. Good Faith Effort

In order to qualify for a reduction or waiver of any of the M/WBE goals (or a portion thereof), the Consultant must make a good faith effort to obtain an M/WBE sub-consultant.

The Authority will require written documentation of such good faith effort, which should include as a minimum the following activities:

1. Identification of work which could be subcontracted to M/WBE and/or explanation of why the elements of the subject work do not provide adequate M/WBE opportunities, as required, in meeting the established goals.
2. Verification of effort to contact all appropriate certified M/WBE's in writing. Such verification shall be for appropriate portions of the work, which could be performed by the M/WBE subcontractors and shall clearly describe the potential subcontracting categories for the project. A lead time of less than 10 days will not be considered reasonable.
3. Verification of negotiations in good faith with M/WBE firms interested in performing work on the project. (Consultant shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability or unavailability of any M/WBE firms, which are not chosen to perform work on the project.)

VI. Contractor Responsibilities and Guidelines

A. Bidding Phase

As part of their bid submission, Bidders shall complete the Certification for Utilization of Minority and Women Business Enterprises included in the bid.

B. Construction Phase

The following requirements are included in the Instructions to Bidders Section of the Contract Documents.

1. The Contractor will be required to designate, in writing, an executive of his company who will have overall responsibility for implementing the Contractor M/WBE Utilization Plan.
2. Before the first payment request, the prime contractor shall submit to the M/WBE Officer an M/WBE Utilization Plan. The Utilization Plan should be accompanied by executed subcontracts or signed letters of intent from the M/WBE contractors identified in the plan.
3. Monthly reports shall be submitted by the Contractor with each month's payment request. The Contractor shall identify the portion of the payment request that is the M/WBE payment.

C. Good Faith Effort

In order to qualify for a waiver or reduction of any of the M/WBE goals for Authority contracts, a Contractor must make a good faith effort to obtain an M/WBE subcontractor. In judging whether a bidder has made a good faith effort to meet the M/WBE utilization requirements, the Authority will consider the different kinds of effort as well as the intensity of those efforts.

The Authority will require documentation of the following affirmative steps:

1. Identification of work which could be subcontracted to M/WBE and/or explanation of why the elements of the subject work do not provide adequate M/WBE opportunities, as required, in meeting the established goals.
2. Verification of advertisements for obtaining quotes from M/WBE's in general circulation media, trade association publications, and minority and female focused media for a reasonable period before the award of the contract. A period of less than 10 days will not be considered reasonable.
3. Verification, in writing, of effort to contact all appropriate certified M/WBE's. Such verification shall be for appropriate portions of the work, which could be performed by the M/WBE subcontractors and shall clearly describe the potential subcontracting categories for the project. A lead time of less than 10 days will not be considered reasonable.
4. Verification of efforts to subcontract with M/WBE's the contractor has contacted and who have contacted the contractor; a description of the information provided to M/WBE's regarding the plans and specifications for portions of the work to be performed by the subcontractor; records detailing the efforts made to involve M/WBE's, including the names and addresses of M/WBE's who were contacted, together with their responses and, if not selected, the reasons for such decision.
5. Verification that the Contractor gave M/WBE's necessary access to and adequate time to review all necessary project plans, drawings, specifications, and other documents as well as adequate time to prepare subcontract bids.
6. Verification of negotiation in good faith with M/WBE firms interested in performing work on the project. (Contractor shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability or unavailability of any M/WBE firms, which are not chosen to perform work on the project.)
7. Verification of positive actions to substitute another M/WBE firm in the event an M/WBE contractor is unable to perform subcontracted work as originally planned.

D. Guidelines

1. M/WBE Supplier

M/WBE supplier participation shall be based on 25 percent of their contract amount. This participation shall be based on 100 percent of the contract amount if said M/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are brought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

2. M/WBE Trucking

- A. No material costs will be credited towards a project's M/WBE goals.
- B. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.
- C. The utilization of non-certified M/WBE owner/operators, for credit, can only be accomplished by subcontracting through a duly certified M/WBE trucking service firm.

3. M/WBE Labor-Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between his work force and the prime contractor's work force.

4. M/WBE Subcontracts

- A. When an M/WBE firm is contracted to provide service to a project, the prime contractor will receive respective credit when an MBE subcontractor utilizes an M/WBE or when a WBE subcontractor utilizes an M/WBE.
- B. In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 33% of any single M/WBE subcontract to non-M/WBE's and still have the whole M/WBE subcontract count toward fulfillment of the M/WBE utilization requirement. If the M/WBE contracts out more than 33% of any single M/WBE subcontract to non-M/WBE firms, the subcontract between the M/WBE and the prime contractor shall no longer be considered a bona fide M/WBE contract.

5. Specialty Materials

A reduction of the contract amounts for which the M/WBE goal is calculated may be reduced by the contractor's actual cost of specific materials items for which

contractor can demonstrate that his Good Faith Efforts yields no W/MBE supplier. Said material must in itself represent a materially significant amount of the contract's value. For example, with the construction of a new steel water tank, the M/WBE Officer may adjust the contract amount (if provided with proper documentation) by the amount of the steel material cost. Contractor must submit requests to reduce contract amount, including a description of each specific item and why it should be considered for contract amount reduction to M/WBE Officer for review and approval.

APPENDIX A

Professional Services Agreement

To be included in Section 4:

4.8.11 EEO and MBE/WBE Program Requirements and Procedures

The Consultant shall comply with the equal employment opportunity provisions of the New York State Law.

Consultant shall utilize its best efforts to achieve goals for Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) participation on the project. On this project, that goal is a combined participation of 12% of the total project. Further, neither the MBE nor WBE participation should be less than 6% of the total project.

For the purposes of M/WBE, the Consultant shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Consultant shall make its best efforts to meet the M/WBE participation goals established for this contract.

Consultant shall designate in writing an executive of its company who will have overall responsibility for implementing the Consultant's MBE/WBE Utilization Plan. The Consultant's MBE/WBE Utilization Plan shall be developed, administered, and implemented in accordance with the provisions of Authority policies and procedures. Consultant shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms, even if not successful.

APPENDIX B

Contract Documents – M/WBE Requirements

To be included at end of Section 1 of all bid documents:

“The Authority requires Contractors to utilize their best efforts to achieve goals for Minority Business Enterprises (MBE’s) and Women’s Business Enterprises (WBE’s) participation on the project. On this project, that goal is a combined participation by MBE and WBE firms on a minimum of twelve percent (12%) of the total Contract Price. Further, neither the MBE nor WBE participation should be less than six percent (6%) of the total Contract Price. The successful Bidder on this project will be required to take various affirmative steps to achieve the participation goals set forth herein. Those affirmative steps, along with the bid submission and contract requirements, are described within the General Conditions.”

APPENDIX C

Contract Documents – Certification of Compliance

The following statement shall be placed in Section 7 of all bid proposals following the Addendum Acknowledgement:

M/WBE Certification

The signature below certifies that the Contractor understands the Authority's M/WBE requirements and shall fully comply.

Contractor's Signature

Date

MONROE COUNTY



Purchasing & Procurement Guidelines

Appendix B

Public Authorities Law / Section 1108 Contracts

Public Authorities

§ 1108. Contracts. 1. All contracts, or orders, for work, material or supplies performed or furnished in connection with construction shall be awarded by the authority pursuant to resolution. Such contracts, or orders, for work, material or supplies needed for any particular purpose involving an expenditure of more than five thousand dollars shall be awarded only after inviting sealed bids or proposals therefor. The notice inviting sealed proposals shall be published at least once in a newspaper or trade paper selected by the authority for such purpose, such publication to be at least ten days before the date for the receipt of bids. If the authority shall not deem it for the interest of the authority to reject all bids, it shall award the contract to the lowest bidder, unless the authority shall determine that it is for the public interest that a bid other than the lowest bid should be accepted. In any contract for work, material or supplies, there shall be inserted in the discretion of the authority a provision that additional work may be done or material or supplies furnished for the purpose of completing such contract at an expense not exceeding fifteen percentum of the amount of such contract if such additional work, materials or supplies shall be ordered by the authority. The bidder whose bid is accepted shall give security for the faithful performance of the contract, and such other security as the authority may require, and may be required to maintain for such period as shall be stipulated any construction done under the contract, all in the manner prescribed and required by the authority; and the sufficiency of such security shall, in addition to the justification and acknowledgment, be approved by the authority. All bids or proposals shall be publicly opened by the authority or its duly authorized agent. If the bidder whose bid has been accepted after advertising shall neglect or refuse to accept the contract within five days after written notice that the same has been awarded to him on his bid or proposal, or, if he accepts but does not execute the contract and give proper security the authority shall have the right to declare his deposit forfeited, and thereupon it shall be readvertised and relet as above provided. In case any work shall be abandoned by any contractor, the authority may, if the best interests of the authority be thereby served, adopt on behalf of the authority any or all sub-contracts made by such contractor for such work and all such sub-contractors shall be bound by such adoption if made; and the authority shall in the manner provided herein readvertise and relet the work specified in the original contract exclusive of so much thereof as shall be provided for in the sub-contract or sub-contracts so adopted. No bid shall be accepted from or any contracts awarded to, any person or corporation who is in arrears to the authority, or the county of Monroe upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation of the authority, or the county. Every contract involving an expenditure of more than five thousand dollars when made and entered into as herein provided for shall be executed in duplicate, one copy of which shall be held by the authority and one copy of which shall be delivered to the contractor. Upon the adoption of a resolution by a vote of two-thirds of all the members of the authority stating that, for reasons of efficiency or economy, there is need for standardization, purchase contracts for a particular type or kind of equipment, material or supplies of more than five thousand dollars may be awarded by the authority to the lowest responsible bidder furnishing the required security after advertisement for sealed bids therefor in the manner provided in this section. Such resolution shall contain a full explanation of the reasons for its adoption.

2. For the purposes of article fifteen-A of the executive law only, the authority shall be deemed a state agency as that term is used in such article, and all contracts for procurement, design, construction,

services and materials shall be deemed state contracts within the meaning of that term as set forth in such article.

MONROE COUNTY



Purchasing & Procurement Guidelines

Appendix C

**Purchases Not Subject to Competitive Bidding or
Request for Qualifications/Proposal (RFQ/P)**

The following purchases are not subject to competitive bidding or Request for Qualifications/Proposal (RFQ/P) processes.

1. Capital Lease Payments
2. Cash Advances
3. Claims Paid
4. Customer Refunds
5. Deposit Refunds
6. Easements
7. Education Reimbursement
8. Life and Disability Insurance
9. Health and Dental Insurance
10. Medical Payments & Health Insurance
11. Memberships
12. Payroll Items
13. Permit and License Fees
14. Seminars & Meetings
15. Service Awards
16. Micro and Small Purchase Orders
17. Special Authority Agreements
18. Utility Billing

MONROE COUNTY



Purchasing & Procurement Guidelines

Appendix D

Procurement Disclosure Policy

MONROE COUNTY WATER AUTHORITY
PROCUREMENT DISCLOSURE POLICY
(READOPTED NOVEMBER 2024)

PURPOSE

As a public benefit corporation, the Monroe County Water Authority (the “Authority”) must conduct its operations in a manner that best serves the interests of its customers and the general public. The Authority expects all Members, officers and employees to comply and cause the Authority to comply with all laws and regulations governing business transactions. In 2005, the State Legislature adopted State Finance Law §§ 139-j and 139-k (the “Statutes”) to reform the procurement process for all governmental entities, including the Authority.

This Procurement Disclosure Policy is intended to conform the Authority’s procurement process to the requirements of the Statutes.

ARTICLE 1
DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

1. Article of Procurement

A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

2. Contacts

Any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the Governmental Procurement.

3. Governmental Entity

(a) Any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (b) each house of the state legislature; (c) the unified court system; (d) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (e) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (f) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (g) a subsidiary or affiliate of such a public authority.

4. Governmental Procurement

(a) the preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award, approval, denial or disapproval of a Procurement Contract, or (e) approval or denial of an assignment, amendment (other than

amendments that are authorized and payable under the terms of the Procurement Contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a Procurement Contract, or any other material change in the Procurement Contract resulting in a financial benefit to the Offerer.

5. Impermissible Contacts

Contacts made by an Offerer shall be considered impermissible if the Offerer fails to satisfy the requirements of Article 4 and Article 5 hereof.

6. Offerer

The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a Governmental Entity about a Governmental Procurement during the Restricted Period of such Governmental Procurement.

7. Permissible Contacts

Contacts made by an Offerer shall be considered permissible if the Offerer satisfies the requirements of Article 4 and Article 5 hereof.

8. Procurement Contract

Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of Fifteen Thousand Dollars (\$15,000). Grants, article eleven- B state finance law contracts (i.e., any contract providing for a payment under a program appropriation to a not-for-profit corporation), intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed Procurement Contracts.

9. Procurement Officer

This term shall have the meaning set forth in Article 3 hereof.

10. Procurement Record

This term shall have the meaning set forth in Article 6 hereof.

11. Proposal

Any bid, quotation, offer or response to a Governmental Entity's solicitation of submissions relating to a procurement.

12. Restricted Period

The period of time commencing with the earliest posting on the Authority's website or in a newspaper of general circulation of written notice, advertisement or solicitation of a proposal or bid, or any other method for soliciting a response from offerers intending to result in a procurement contract and ending with the final contract award and approval by the appropriate entity.

13. Solicitation Materials

This term shall have the meaning set forth in paragraph (a) of Article 4 hereof.

ARTICLE 2 ETHICS OFFICER

On an annual basis, the Members of the Authority shall appoint a Chairperson of the Ethics Board established in the Authority's Code of Ethics Policy. The appointed Chairperson shall be the Authority's "Ethics Officer" for purposes of this Policy.

ARTICLE 3 PROCUREMENT OFFICERS (AUTHORIZED AUTHORITY CONTACT PERSONS)

The Members of the Authority hereby delegate to the Executive Director the power to select a "Procurement Officer" for each and every Governmental Procurement (collectively, the "Procurement Officers"). The Executive Director may either select the Procurement Officer at the time the Governmental Procurement commences or select a Procurement Officer in advance for each type or category of Governmental Procurement. Such Procurement Officer(s) shall be the designated "contact" person for Offerers during the Restricted Period surrounding each Governmental Procurement.

ARTICLE 4 CONTACTS BY OFFERERS

All Contacts between an Offerer and the Authority during the Restricted Period for each Governmental Procurement shall be made through the applicable Procurement Officer, unless one of the following exceptions applies:

- (a) The submission of written proposals in response to a request for proposals, invitation for bids or any other method of soliciting a response from Offerers intending to result in a Procurement Contract (collectively, "Solicitation Materials");
- (b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;
- (c) Participation in a conference provided for in any Solicitation Materials;
- (d) Complaints made in writing to the Executive Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;
- (e) Offerers who have been tentatively awarded a contract and are communicating with the Authority for the sole purpose of negotiating the contract, so long as the Contact occurs after the Offerer has received notice of the tentative award;

(f) Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a procurement award;

(g) Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;

(h) Complaints of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or

(i) Written complaints to the State Comptroller's Office during the process of contract approval, when the State Comptroller's approval is required by law, provided that such written complaints become part of the Procurement Record; and

(j) Complaints of improper conduct in a Governmental Procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office.

The Statutes and this Policy permit communications between Offerers and the Authority prior to the Restricted Period in the form of a request for information ("RFI") by the Authority and the response thereto by the Offerer. The RFI must be used as a means to collect information upon which to base a decision by the Authority to proceed with a Governmental Procurement and not as a tool employed to award a Procurement Contract.

ARTICLE 5 OTHER PROHIBITED OFFERER ACTIVITIES

In addition to utilizing the designated Procurement Officer for all Contacts with the Authority, the following additional rules shall apply to all Offerers:

(a) Offerers shall not attempt to influence the Authority's Governmental Procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or the Authority's Code of Ethics or Conflict of Interest Policies; and

(b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority¹, during the Restricted Period of a Governmental Procurement, regarding the Authority's pending procurement.

ARTICLE 6 PROCUREMENT RECORD

For each Governmental Procurement of the Authority, the applicable Procurement Officer shall maintain a procurement record (the "Procurement Record"), including all written materials pertaining to the specific Governmental Procurement. Upon any Contact in the Restricted Period, the Procurement Officer shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the Offerer to appear before or

¹ This prohibition is not applicable to Contacts between an Offerer and a member of the state legislature or legislative staff about a governmental entity other than the State Legislature, or a member of the state legislature or legislative staff contacting a governmental entity about a Governmental Procurement being conducted by a governmental entity other than the state legislature, provided that the member of the state legislature or legislative staff is acting in their official capacity.

contact the Authority about the Governmental Procurement. The Procurement Record shall include all recorded Contacts described in the prior sentence, whether such Contacts are Permissible Contacts or Impermissible Contacts. The Procurement Record shall not include Contacts with certain public officials as described in the footnote to item (b) of Article 5 hereof. In addition, the Procurement Record shall not include communications that a reasonable person would infer are not intended to influence a Governmental Procurement. The Authority shall keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Governmental Procurement.

ARTICLE 7 REQUIRED DISCLOSURE

In general, all Solicitation Materials shall incorporate a summary of the policy and prohibitions of the Statutes as well as include copies of rules, regulations and the Authority's guidelines and procedures regarding Permissible Contacts during a Governmental Procurement. The following provisions offer specific methods for satisfying such requirements.

1. In all Authority Solicitation Materials, the following statement shall appear:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation [or other applicable identifier, i.e. "Invitation for Bid" or "Request for Proposal," etc.] includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest posting on the Authority's website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority and, if applicable, the Office of the State Comptroller [the Authority may delete the reference to Comptroller approval when not applicable] ("restricted period"), to other than the Authority's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officer(s) for this Governmental Procurement, as of the date hereof, is identified on the first page of this solicitation [or wherever in the bid documents it is identified]. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

2. In all Authority Procurement Contracts, the following provision shall appear:

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with State Finance Law §139-k (5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notice terms of this contract.”

3. In each response to any Solicitation Materials, the Offerer shall complete the following in a timely and accurate fashion:

(a) “Offerer Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and 139-j (6)(b)” in the manner discussed in Appendix “A” hereto;

(b) “ Offerer Certification of Compliance with State Finance Law § 139-k (5)” in the manner discussed in Appendix “B” hereto; and

(c) “Offerer Disclosure of Prior Non-Responsibility Determinations” in the form provided as Appendix “B” hereto.

The failure of an Offerer to comply with such disclosure requirements will subject the Offerer to the sanctions described in Article 10 hereof, as well as any other penalties permitted by law.

ARTICLE 8

REQUIREMENTS OF THE AUTHORITY PRIOR TO AWARDING PROCUREMENT CONTRACTS

Prior to conducting an award of a Procurement Contract, the Members of the Authority shall:

1. Make a final determination of responsibility of the proposed awardee in accordance with the Authority’s existing procedures;

2. Make a final determination of responsibility of the proposed awardee that measures compliance with the State Finance law provisions regarding (i) Permissible Contacts and (ii) disclosure of all information required in any Solicitation Materials (including, but not limited to, prior findings of non-responsibility by a Governmental Entity); and

3. Make a final determination that the procurement process for such proposed award was free from any conduct prohibited under the Public Officers Law as well as the applicable provisions of the Authority’s Code of Ethics and/or Conflict of Interest Policies.

ARTICLE 9

ALLEGED VIOLATION; PROCEDURE

1. Any Member, officer or employee of the Authority who becomes aware that an Offerer has violated this Policy or the Statutes shall:

(a) Immediately notify the Ethics Officer, who shall immediately investigate the alleged violation(s) and report to the Authority’s Governance Committee.

(b) If, after commencing the investigation, the Ethics Officer finds that there is sufficient cause to believe the alleged violation has occurred, s/he shall give the alleged violating Offerer reasonable notice (in the form of a certified letter, return receipt requested) informing him/her of the allegations and providing him/her with an opportunity to be heard regarding the allegations.

(c) If, following the opportunity to be heard, the Ethics Officer determines that the Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, Officers or employees of the Authority, the Offerer shall be subject to sanctions described in Article 10 hereof.

2. The Ethics Officer shall report to the ethics officer of another Governmental Entity any violation of the statutes by an Offerer or by such other Governmental Entity's employees. The Ethics Officer shall be the person designated to receive similar communications coming from another Governmental Entity.

ARTICLE 10 SANCTIONS

1. Upon a finding by the Ethics Officer, after consult with the Governance Committee, that an Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the Offerer shall be subject to the following sanctions, as well as any other penalty permitted by law:

(a) The Offerer shall be deemed "non-responsible" and such Offerer (along with its subsidiaries and any other related or successor entity) shall not be awarded the Procurement Contract, unless the Authority finds that the following special circumstances exist:

- (i) The award to the offending Offerer is necessary to protect public property or public health or safety; and
- (ii) The offending Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

(b) In addition, the Ethics Officer shall notify the State Office of General Services of the finding of non-responsibility².

2. Upon a finding that a Member, officer or employee of the Authority has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the Ethics Officer shall immediately notify the Executive Director of the Authority or the Chair of the Board of the Authority. The offending Member, officer or employee shall be subject to the sanctions described in the Authority's Code of Ethics Policy.

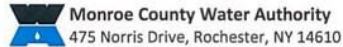
² A second finding of non-responsibility under the Statutes within four (4) years will render the Offerer (along with its subsidiaries and any other related or successor entities) ineligible to submit a proposal on or be awarded any Procurement Contract for four (4) years from the date of the second final determination of non-responsibility, unless the special circumstances outlined in Section (a) of this Article 10 exist.

DISTRIBUTION OF THIS POLICY

This Policy shall be distributed annually to the Authority's Members and officers. It shall also be distributed annually to those employees that have the ability to affect any Procurement. It shall also be distributed to each new Member, officer and applicable employee as soon as practicable following commencement of such position.

APPENDIX A

OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-J(6)(b)



STATE FINANCE LAW §§139-J & 139-K

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and a Bidder/Officer during the procurement process. A Bidder/Officer is restricted from making contacts from the earliest posting on the Authority's website or in a newspaper of general circulation of written notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority other than to the Authority's Procurement Officers unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified below. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Officer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and, in the event of two findings within a four-year period, the Bidder/Officer shall be debarred from obtaining governmental procurement contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Procurement Officers for this Bid are:

- Name of Officer _____ (585) 442-2001 x --- _____ Email Address
- Name of Officer _____ (585) 442-2001 x --- _____ Email Address
- Name of Officer _____ (585) 442-2001 x --- _____ Email Address
- Name of Officer _____ (585) 442-2001 x --- _____ Email Address
- Name of Officer _____ (585) 442-2001 x --- _____ Email Address

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Officer in accordance with State Finance Law §139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notice terms of this contract.

AFFIRMATION OF UNDERSTANDING

OFFERER'S AFFIRMATION OF UNDERSTANDING OF AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j(3) AND §139-j(6)(b)

BACKGROUND

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of an agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the contractor submits its proposal or bid.

AFFIRMATION OF UNDERSTANDING & AGREEMENT

Offerer affirms that he/she understands and agrees to comply with the procedures of the Monroe County Water Authority relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: _____ Date: _____
Signature of Offerer or Authorized Representative

Name: _____ Tide: _____
Please Print

Bidder's Name _____

Bidder's Address _____

APPENDIX B
BIDDER/OFFERER DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATION & AFFIRMATION/CERTIFICATION
IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K



BIDDER/OFFERER DISCLOSURE

BIDDER/OFFERER DISCLOSURE
OF
PRIOR NON-RESPONSIBILITY DETERMINATION & AFFIRMATION/CERTIFICATION
IN ACCORDANCE WITH NYS FINANCE LAW 139-J AND 139-K

BACKGROUND

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

INSTRUCTIONS

The Monroe County Water Authority must obtain the required certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name & Title of Person Submitting this Form: _____

CONTRACT PROCUREMENT NUMBER: _____ Date: _____

1. In the previous four years, has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract?

☐ No ☐ Yes

If yes, answer the next questions.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

☐ No ☐ Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

☐ No ☐ Yes

BIDDER/OFFERER DISCLOSURE

4. If you answered YES to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

[Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

☐ No ☐ Yes

6. If yes, provide details below:

Governmental Entity: _____

Date of Termination or Withholding: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that he/she understands and agrees to comply with the Monroe County Water Authority's Procurement Disclosure Policy, Code of Ethics Policy, and Conflict of Interest Policy as required by State Finance Law 139-j(3) and 139-j(6)(2) and certifies that all information provided to the Water Authority with respect to State Finance Law 139-j and 139-k is complete, true, and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

BIDDER/OFFERER DISCLOSURE

Bidder/Officer Name: _____
(Company Name)

Bidder/Officer Address: _____

_____ Phone: _____

Email: _____

PROJECT NO. _____

MCWA PROCUREMENT No. _____

MCWA PROCUREMENT COMPLIANCE FORM

In 2006, New York State adopted extensive changes to the Procurement Laws. Monroe County Water Authority (the "Authority") adopted a Procurement Disclosure Policy in order to comply with the new rules. In particular, Article 8, Section 3 requires that the Authority make a final determination that the procurement process for each proposed award was free from any conduct prohibited under the Public Officers Law as well as the applicable provisions of the Authority's Code of Ethics and/or Conflict of Interest Policies. The Members must make this determination for each procurement. In order to provide sufficient information for the Members to make such determination, the following attestation shall be made by the staff of the Authority:

The procurement process involving _____
product or service

that commenced in _____ did not involve conduct
month and year

prohibited by the Public Officers Law, the Authority's Procurement Disclosure Policy and the Authority's Code of Ethics and/or Conflicts of Interest Policies. This attestation is made by the Procurement Officer(s) (as such term is defined in the Authority's Procurement Disclosure Policy) and is limited to such person's personal knowledge.

In the event that an impermissible contact has occurred after date of signature on this form, it will be immediately reported to the Executive Director.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

MONROE COUNTY



Purchasing & Procurement Guidelines

Appendix E

Professional Services Policy & Procedures

PROFESSIONAL SERVICES POLICY AND PROCEDURES

READOPTED NOVEMBER 2024

DEFINITIONS

“Professional Service”: A service that requires special or technical skill, training or expertise and that does not readily lend itself to competitive bidding. General guidelines for determining whether a service is a professional service are as follows:

1. Whether the service is subject to state licensing or testing requirements.
2. Whether substantial formal education or training is a necessary prerequisite to the performance of the service.
3. Whether the service requires a relationship of personal trust and confidence between the contractor and MCWA officials.

The term “Professional Service” specifically excludes services purchased from or exchanged with a governmental body or public benefit corporation.

“RFQ/RFP - Request For Qualifications/Proposals”: A written request seeking offers from prospective vendors. This method promotes competition based on qualifications and other factors that go beyond just price. Price Proposals can be solicited at the same time, or fees may be negotiated after selection of the most qualified provider.

“Statements of Qualifications/Proposals”: Written documents submitted in response to a RFQ/RFP, if so requested.

SELECTION

A Request for Qualification/Proposal shall be prepared by the applicable Department Head. MCWA shall use reasonable efforts to circulate the RFQ/RFP, such as posting a copy on the MCWA website. If possible, Statements of Qualification/ Proposal shall be solicited from at least three (3) professional service providers.

Technical proposals generally require that potential service providers have extensive expertise in the field. Accordingly, the RFQ/P should include, where applicable, requests for written Statements of Qualifications/Proposals and personal interviews or similar presentations.

PAYMENT APPROVALS

All Professional Services payments, with the exception of the Authority’s legal services providers, must be approved by an authorized Department Head. Approvals will be required as follows:

Contract Value	Approval Required
Up to \$14,999-	Department Head* and Reviewed by Director of Finance
\$15,000 and Above	Department Head*, Director of Finance, and Executive Director
*Of the Department originating the professional services payment authorization.	

CONTRACTS AND PURCHASE ORDERS

All Professional Services shall be memorialized pursuant to a written contract (or purchase order) stating the services to be provided and any material terms. The term of any contract shall not exceed five (5) years. The contract shall specifically state the method by which any service provider shall be compensated. For continuing services, a new selection process shall be completed no less than every five (5) years. This does not preclude the same professional services firm or individual from proposing again after the prior five (5) years has elapsed.

MONROE COUNTY WATER AUTHORITY
POLICY REGARDING ACQUISITION AND ASSIGNMENT OF
MOBILE COMMUNICATION DEVICES
READOPTED ~~JUNE 2022~~ NOVEMBER 2025

The following paragraphs set forth the policy for acquisition and assignment of mobile communication devices (“MCD’s”) by the Monroe County Water Authority (the “Authority”).

1. **Business Purpose.** The Authority conducts business in Monroe County and portions of each adjacent county. To facilitate communication with and between its employees, the Authority regularly acquires and issues to authorized employees various MCD’s. For purposes of this policy, the term “mobile communication devices” includes cellular telephones, personal digital assistants, and similar electronic devices.
2. **Authorization.** Each Department Head shall determine for each employee whether such person’s work assignment and duties require regular communications with the Authority, other employees or third parties, and whether providing such employee with a MCD would facilitate the business purposes of the Authority.
3. **Employee MCD Selection Options.** After authorization by the Department Head, the employee will have two choices;

Option 1: MCWA-Owned MCD - The Authority will authorize assignment of a MCWA-owned device to such employee. Under this option, the MCWA-owned MCD may be used for business purposes only. Personal use of a MCD may result in disciplinary action.

MCD Assignment: The employee will submit the completed and approved Mobile Communication Device Authorization Form to the Purchasing Agent to be assigned a MCD (or to maintain an existing MCD).

MCD Usage: The Authority shall issue MCD’s for business-related purposes and reserves the right to cancel MCD service and recover MCD’s at any time.

Monitoring MCD Usage: The Director of Finance or the **Deputy** Executive Director shall establish such procedures or guidelines as may be necessary to carry out this policy. Such procedures shall include (i) a process for monitoring the MCD usage to ensure that the employee has no personal usage, and (ii) periodic evaluations of whether MCD’s previously issued continue to be needed and whether the rate plans previously selected continue to provide value.

Option 2: Employee-owned MCD with MCD Allowance - The employee may elect to maintain and use his/her personal MCD for business-related purposes and be eligible for an MCD monthly allowance. The allowance is based on a portion of MCWA’s contract rate. The employee’s MCD allowance is considered a working condition fringe benefit and currently is tax exempt.

The employee may elect to assume the contract of an existing MCWA phone number or may work with the service carrier of his/her choice to obtain service.

Application for Allowance: The employee will submit the completed and approved **Mobile Communications Device Allowance Authorization Form** to the Human Resources department to set up payment.

Payment will be made as an addition to the employee's regular salary payment. Payment for monthly service allowance will be once a month. Note that the allowance does not constitute an increase in base pay and will not be included in any percentage calculations for increasing the employee's salary base.

Notice of Change: Once it is determined that the allowance is authorized and payment starts, the employee is required to notify his/her supervisor if the phone number changes.

Purchase of MCD Equipment: The employee is responsible for the purchase of MCD equipment (MCD, charger, ancillary equipment, etc.).

4. **Department Responsibilities and Documentation Requirements.** Regardless of the MCD option chosen by the employee, Human Resources must maintain a file containing the original of each MCD Authorization Form. It is the Department Head's responsibility to review MCD needs in his/her department on an annual basis.