

GLOVERSVILLE BOARD OF WATER COMMISSIONERS

MEETING MINUTES – APRIL 8, 2020

The Regular meeting of the Board of Water Commissioners was held and brought to order at their office, 67-73 South Main Street, Gloversville, NY on April 8, 2020 by Anthony Mendetta and Christine Linart via remote access through Facebook Messenger with Vice-President Antonucci and the Commissioners in their homes.

Roll Call

Commissioners-----

Robinson	ABSENT
Antonucci	PRESENT
Isabella	PRESENT
Mauro	PRESENT
Shell	ABSENT

Others in Attendance: Water Superintendent; Anthony Mendetta; Clerk of the Water Board; Christine Linart;

The audited bills were presented and reviewed;

United States Postal Service	-985.32
Payroll Account NBT Bank	-16,717.83
Payroll Account NBT Bank	-1,237.36
Jamie Mulhall	-800.00
Adirondack Water Works Conference	-90.00
Town of Johnstown	-1,544.17
Payroll Account NBT Bank	-18,616.14
Payroll Account NBT Bank	-1,382.65
MVP Health Care Inc	-22,001.55
Home Depot	-512.97
Century Linen Service, Inc	-35.00
Christopher R Jablonski	-299.40
Colonial Overhead Doors LLC	-794.81
Cranesville Block Company Inc	-163.75
Derby Office Equipment Inc	-115.00
EOS Technologies	-480.00
Ferguson Enterprises LLC	-679.61
Frontier Communications Corporation	-740.44
Fulton County Dept of Waste	-20.00
Gloversville True Value	-107.91
JH Consulting Group Inc	-1,136.00
John A Antonucci	0.00
LJ Hand Farm Center Inc	-78.90
Mang Insurance Agency	-33,643.08
Municipal Emergency Services Inc	-3,000.00
National Grid	-958.69
Nethaway Motorcar Co LLC	-140.93
Rich-Track Enterprises Inc	-152.12
Telecon Wireless	-135.02
WB Mason Co Inc	-105.97
William B Collins Co	-48.90
John Antonucci	-20.00
Payroll Account NBT Bank	-17,540.09
Payroll Account NBT Bank	-1,300.02
United States Postal Service	-440.00

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Christopher R Jablonski	-799.95
Hopewell Ventures/Wayne Akey	-1,099.34
MVP Health Care Inc	-22,001.55
Florida Blue	-444.80
Empire BlueCross Retiree Solutions	-7,463.82
National Grid	-1,513.66
Payroll Account NBT Bank	-16,650.31
Payroll Account NBT Bank	-1,232.17
NBT Bank HRA ACCOUNT	-10,000.00
Florida Blue	-172.50
RM Headlee Inc	-20,348.00
Fidelis Care	-252.00
Payroll Account NBT Bank	-17,219.15
Payroll Account NBT Bank	-1,275.79
Joe Liszewski	-117.34
Frontier Communications Corporation	-698.68
National Grid	-27.07
Runnings Supply Inc	-211.05
Amrex Chemical Co Inc	-8,140.00
Big State Industrial Supply	-131.88
Century Linen Service, Inc	-35.00
Christopher R Jablonski	-540.00
Commissioner of Finance	-2,702.15
Core & Main	-256.42
Cranesville Block Company Inc	-937.25
Dig Safely New York, Inc	-4.00
F&W Forestry Services Inc	-1,500.00
Ferguson Enterprises LLC	-805.92
Fulton County Dept of Waste	-115.00
G A Bove & Sons Inc	-1,319.80
General Hydraulics Inc	-92.79
Gorman Bros Inc	-677.16
Holland Company Inc	-6,475.80
JH Consulting Group Inc	-711.00
Kingsboro Lumber Co Inc	-22.99
National Grid	-93.47
Nethaway Motorcar Co LLC	-126.49
S & J Enterprises Inc	-113.00
Security Supply Corp	-58.22
Thatcher of New York	-5,376.00
Total Tool Ltd	-263.00
WB Mason Co Inc	-439.21
William B Collins Co	-79.60
	<u>-258,566.96</u>

CAPITAL PROJECT AUDIT:

DN Tanks Inc. -	\$70,338.00	Orrick Herrington & Sutcliffe LLP -	\$ 3,120.00
C.T. Male Assoc -	\$ 6,500.00	Board of Water Comm (Lead Reim)	\$ 442.70
C.T. Male Assoc -	\$ 4,840.00	RMB Mechanical	\$ 5,619.25
DN Tanks Inc. -	\$78,138.45		

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A motion was made by Commissioner Antonucci that the audited bills are ordered paid. The motion was seconded by Commissioner Mauro.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

The minutes of the last meeting were presented, and a motion was made to accept the minutes by Commissioner Mauro. The motion was seconded by Commissioner Antonucci.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

Superintendent's Report:

Superintendent Mendetta discussed the following issues with the Board:

- Eagle Street Tank Project:** The tank project is in its final stages. Ross valves installed the check valve on the discharge side of the tank backwards. This resulted in us having to drain the tank again. The work to flip around the valve was completed last week. As of today, the tank is filled back up and back on-line. Commissioner Antonucci who lives in the area of the Tank stated that having the tank online did not increase his water pressure like we had hoped his pressure at his house is still at 22 PSI. We will be billing DN Tanks for the loss of water due to these valves being in backwards as well as any labor cost associated with draining the tank. We estimate these costs to come in at approximately \$20,000. The final grading of the property as well as the paving should be completed within the next couple weeks. Anthony obtained a quote of \$15,000 to have an ultra-sonic flow meter installed on the discharge pipe of the tank which will allow us to see how much water we are using out of the tank. This quote includes all electrical installation as well as telemetry associated with the meter. We can include the cost into the tank project with the approval of the board. Anthony stressed that we recently did a demo of the Flow Meter which alerted us to the fact that the Valve was in backwards. Anthony also advised the board that the projected numbers for the final completion of this project is 4.62 million. This number excludes the current electrical project which is still awaiting approval from the Department of Health. That leaves us with approximately \$380,000 to complete the electrical project. The original projection for that project was around \$500,000. Anthony is hoping that when we can go out to bid for the project, we will get multiple bids, and will hopefully be able to stay close to the \$380,000 mark. Note the two major change orders for the Tank Project ; The line stops on South Kingsboro and the extra removal of the concrete foundation under the old tank resulted in the \$120,000 we are lacking from having the \$500,000 that was originally quoted to complete the electrical project.

A motion was made by Commissioner Mauro to allow the Superintendent to add the Installation of an Ultra-Sonic Flow Meter on the Discharge Pipe of the Eagle Street Water Tank to the existing Water Tank Capital Project at an estimated cost of \$15,000 to include the Meter, Electrical Installation and Telemetry. The Motion was seconded by Commissioner Isabella.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

- Water Tank Plaque:** The final total cost for the tank plaque from Pickett Memorial which includes the granite stone base as well as delivery and setting of the stone and plaque is \$12,950. Will need board approval before moving forward.

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A motion was made by Commissioner Antonucci to allow the Superintendent to contract with Pickett Memorial to Install a memorial Plaque at the New Eagle Street Water Tank Site for approximately \$12, 950.00. With the cost to include the Bronze Plaque, Granite Stone Setting, Delivery and installation. The motion was seconded by Commissioner Mauro.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

3) Fluoride Equipment Project: The Contractor who won the bid for the Fluoride Equipment Rehab Project has inquired about getting into the Water Treatment Plant to begin preliminary work on the Fluoride Project. With the Plant being closed to the Public, Anthony wanted to get the Boards thoughts on this matter. After discussion the Board agreed to let the Contractor begin his work according to the following conditions:

- a) Contractor only allowed to do prep work in the basement at this time. Board does not want contractors to be crossing paths with Employees. During work in basement must Hang Plastic to partition contractors work area off from Employees other work areas.
- b) Contractor must provide and use all safety procedures including the wearing of masks, gloves, Tyvek Suits for safety.
- c) Contractor must provide a porta-potty for employees and may not use our Employee Bathrooms at the Plant.

4) Vacuum Trailer: Anthony provided the Board with a spec sheet for a 2020 Vector vac trailer unit with a state contract price for a 5- year municipal lease. If the board approves of this unit we can utilize this piece of equipment with our current lead line service replacement program and essentially bill the grant back for the hours we use it which will create an excess amount that should cover the payments for the remainder of this calendar year. We currently got an extension on this grant until 2022 which will allow us to generate the funding for the payments until then. The lease payments would be \$2,400 per month for the Vacuum Trailer or \$28,800.00 per year for 5 years for a total cost of \$140,500.00. The Unit will come with a 1-year warranty on the Machine excluding wear items, a 2-year warranty on the engine, a 1-year blower warranty, and a 3-year structural warranty on the trailer frame. The first year will come with a free 6-month maintenance plan. Commissioner Mauro was concerned about getting a price for an extended maintenance contract due to the employees being unfamiliar with the machine. Anthony assured them that this Municipal Lease agreement will include a one-week training period on the unit for all employees. Anthony told the Board that the unit will take 8 to 10 weeks to build. Anthony also looked at a used Vacuum Trailer Unit, however we do not have a truck big enough to tow it. The new 2020 unit we would like to purchase requires a truck with a pinto hitch to tow it. Our Small Dump Truck has the required pinto hitch. The Board also suggested that we may want to also fit one of these pinto hitches onto one of our pick-up trucks so that we do not tie up the Small Dump Truck. Anthony advised them that the Trailer will come with a heavy duty stand and will not have to stay attached to the truck but still feels it would be a good idea to have another truck available fitted with the proper hitch. The Board still had some questions that Anthony was unsure of such as the average price for a service call, price of an extended maintenance agreement after the first year, and cost for extended warranties on the machine, engine, blower, and trailer frame.

A motion was made by Commissioner Isabella to allow the Superintendent to purchase a new 2020 Vector Vacuum Trailer from Vector Technologies Ltd. In accordance with NYS Contract guidelines at a price of \$140,500.00. Purchase to be carried out under a 5-year Municipal Lease, after subsequent approval from the Board upon them being advised of the costs associated with extended warranties, maintenance agreements, and average service call fees. The motion was seconded by Commissioner Antonucci.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

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- 5) **CDBG Grant:** Anthony told the Board that the Common Council passed a Resolution allowing the Water Department to Pursue this years CDBG Grant funding for our Jackson Summit Spillway Rehab Project. Anthony would now like to have the Vice-President sponsor a Resolution for the Water Department allowing the Vice-President to sign an agreement with the City of Groversville to allow Nick Zabawsky to perform the work to submit an application for CDBG Funding on behalf of the Water Department.

Water Board Vice -President Antonucci presented the following resolution and moved for its adoption:

RESOLUTION NO. 2020-04

RESOLUTION AUTHORIZING THE VICE-PRESIDENT OF THE GLOVERSVILLE BOARD OF WATER COMMISSIONERS TO SIGN AN AGREEMENT WITH THE CITY OF GLOVERSVILLE TO ESTABLISH TERMS AND CONDITIONS FOR THE CITY TO APPLY FOR FUNDING UNDER THE HUD COMMUNITIY DEVELOPMENT BLOCK GRANT PROGRAM ON BEHALF OF THE WATER DEPARTMENT TO PAY A PORTION OF THE COST OF THE RENOVATION OF THE SPILLWAY AT THE JACKSON SUMMIT RESERVOIR DAM.

WHEREAS, the dam at the Jackson Summit Reservoir is in need of major renovations and,

WHEREAS, the Groversville Water Department has completed a preliminary engineering study to determine the nature and cost of such renovation; and,

WHEREAS, the City of Groversville is able to apply for funding under the HUD Community Development Block Grant program on behalf of the Board of Water Commissioners to pay a portion of the cost of the renovations; and,

WHEREAS, the Board of Water Commissioners and the City of Groversville wish to establish the terms and conditions in applying for and administering a Community Development Block Grant for this project.

WHEREAS, the Board of Water Commissioners having reviewed the annexed Agreement and approving the same in form.

NOW THEREFORE, be it hereby

RESOLVED, that Water Board Vice-President is authorized to execute an agreement with the City of Groversville, a copy of which is attached to this Resolution.

A motion was made by Commissioner Antonucci seconded by Commissioner Mauro that the above resolution be adopted.

Votes Taken:

	<u>Yes</u>	<u>No</u>
Commissioner Mauro	X	
Commissioner Robinson	Absent	
Commissioner Antonucci	X	
Commissioner Isabella	X	
Commissioner Shell	Absent	

Adopted: April 8, 2020

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**AGREEMENT BY AND BETWEEN
CITY OF GLOVERSVILLE
AND
GLOVERSVILLE WATER DEPARTMENT
CDBG FY 2020
JACKSON SUMMIT RESERVOIR DAM PROJECT**

THIS AGREEMENT, made as of the _ day of March, 2020, by and between the City of Gloversville, hereinafter referred to as the "City" and the Gloversville Water Department, hereinafter referred to as the "GWD", details the terms and conditions applicable to the following project:

The City and the GWD wish to pursue HUD Community Development Block Grant funding hereinafter "CDBG" to rehabilitate a dam at the Jackson Summit Reservoir, hereinafter referred to as the "Project". The City wishes to utilize the GWD as a subrecipient with regard to the Project in order to carry out construction related activities to be funded in part, with CDBG funds.

I. CONTRACTING CLAUSE

The City hereby contracts with the GWD; and the GWD hereby agrees to perform the activities detailed in this Agreement. The activities of the GWD are to commence upon execution of this Agreement and be undertaken in an expeditious manner in order to accomplish the purposes of the Agreement and meet schedules and deadlines established by the parties to this Agreement or by other Agencies involved in the Project. Unless terminated earlier pursuant to Section IV of this agreement, the activities of the City and the GWD shall continue until completion of the grant activities and close-out of the applicable HUD grant.

II. SCOPE OF ACTIVITIES

The City and GWD shall undertake project development and administrative activities for the HUD funded CDBG Project as follows:

A. Grant Writing, Administrative and Program Delivery Services by the City

The City will provide the following services required to apply for funding and carry out the Project under HUD CDBG Program regulations and requirements of the New York State Office of Community Renewal:

1. Preparation of an application for CDBG funding to the State Office of Community Renewal. The GWD shall provide all necessary engineering studies, plans, permits, cost estimates, and construction related documentation as required to enable the City to submit a complete CDBG application. The GWD shall reimburse the City for grant writing costs, which shall not exceed \$7,000.
2. Establishment and implementation of public information programs to meet applicable Citizen Participation requirements and promote participation by local residents.
3. Oversight and monitoring of plans, surveys, environmental reviews, program guidelines, bidding, construction administration, or other technical requirements to implement the Project.
4. Daily administration of the grant program as required to meet HUD regulations including outreach, bookkeeping, monitoring, reporting, and disbursement of funds.
5. Provision of all administrative and program delivery services on behalf of the City to complete the HUD CDBG program.
6. Preparation and submission of required semi-annual Progress Reports, Annual Reports, and Final Closeout Reports for the activities included in the CDBG Program.
7. Preparation of any program amendments or budget revisions, if required, to reflect changes in the approved CDBG Program.
8. Preparation of financial reports and project reports to enable the drawdown of funds by the City from the Office of Community Renewal, including all required backup documentation for all financial transactions.
9. Preparation and maintenance of all required records as required under HUD CDBG regulations and regulations of the New York State Office of Community Renewal as spelled out in the OCR Grant Administration Manual.

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B. Activities by the GWD

The GWD will undertake the following activities to implement the Project, and provide the necessary documentation to the City to achieve compliance with CDBG regulations and procedures.

1. Preparation of plans, surveys, contracting documents, permitting, bidding, construction supervision and administration, or other steps required to complete the Project.
2. Preparation of job descriptions, advertisements, public notices, interviews and employment of staff and/or engineering consultants as required to carry out the Project.
3. Oversight and administration of the construction Project. The construction activities will be undertaken by GWD, which shall be responsible for all oversight and assurance that construction activities are completed in conformance with HUD regulations and as spelled out in the CDBG grant application.
4. Provision of project information as required to enable the City to prepare semi-annual Progress Reports, Annual Reports, and Final Closeout Reports for the CDBG grant.
5. Preparation of financial information and project reports to enable the drawdown of funds by the City from the Office of Community Renewal, including all required backup documentation for financial transactions.
6. Preparation and maintenance of all required construction related records as required under HUD CDBG regulations and regulations of the New York State Office of Community Renewal as spelled out in the OCR Grant Administration Manual.

III. PAYMENT CONDITIONS

A. Cost Principles

For all expenditures of HUD funds, the cost principles as spelled out in 2 CFR Part 200 shall apply. Only allowable costs determined in accordance with those cost principles will be reimbursable out of HUD funds.

B. Terms for Payment

All amounts due are payable within 30 days from receipt of a Requisition for Payment according to the terms of this Agreement. All payments to GWD are contingent upon receipt of CDBG funds from the New York State Office of Community Renewal. The City shall not be liable for payments to the GWD other than funds it receives from the Office of Community Renewal for the stated purpose.

C. Maximum Payment

Notwithstanding other terms of this agreement, the maximum total reimbursement paid to GWD under this Agreement shall not exceed the amounts budgeted under the terms and conditions HUD CDBG grant award, unless approved by the City and OCR in writing. The total amount of funds paid to GWD shall be the amount as detailed in Part VI of this contract.

IV. TERM OF AGREEMENT

A. Termination

This contract shall terminate on the earlier of;

1. Completion of the HUD CDBG program, or,
2. Termination by either party for material failure to comply with terms and conditions of the contract in accordance with 24 CFR 85.43. In such event, a 30-day written notice, stating the reasons for such termination shall be delivered to the affected party.
3. Termination for convenience, upon 30 written notice, as spelled out at 24 CFR 85.44.

In the event of termination, all materials prepared under the Agreement shall be forwarded to the City and the GWD shall be paid all amounts due for work completed on the Agreement according to the provisions of this Agreement.

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V. SCHEDULE

The following projected schedule provides an understanding between the parties as to projected milestones and deadlines for accomplishments for tasks and delivery of services to administer the HUD Community Development Block Grant. These projected milestones will provide the City with a basis for measuring actual progress and shall be compared with periodic performance reports submitted by GWD to the City.

Task/Work Item	Year One				Year Two			
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Grant Agreement Executed	xxx							
Environmental Review Process Completed		xxx						
Release of Funds Obtained		xxx						
Bookkeeping System For Grant Established	xxx							
Grant Filing System Established	xxx							
Public Informational Hearing Held	xxx							
Plans and Specifications Prepared		xxxx						
Project Out to Bid			xxxx					
Construction Start			xxxx					
Construction Completed							xxxx	
Prepare Semi Annual and Annual Reports		xxxx		xxxx		xxxx		xxxx
Project Completion and Closeout								xxxx

VI. BUDGET

The following budget shall apply to this HUD Community Development Block Grant for the 2020 fiscal year.

A. CDBG Budget

Budget Item	Amount
Administration (Paid to City)	\$25,000
Program Delivery (Paid to City)	\$20,000
Construction Activities (Paid to GWD)	\$705,000
Total Grant Budget	\$750,000

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B. Budget Considerations

Total project construction cost is expected to exceed the \$705,000 available in grant funds for that purpose. The GWD shall be responsible for any construction costs or other project costs which exceed the available grant funds. It is further understood that the GWD is to be reimbursed for construction costs only. Any costs for engineering services, staff costs, etc. will be borne by the GWD.

VII. OTHER CONDITIONS

The following additional conditions, applicable to HUD CDBG programs administered through the New York State Office of Community Renewal, shall also apply to this Agreement.

A. Equal Employment Opportunity

GWD shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair of public facilities shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

C. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal grant program legislation, all construction contracts for public facilities work awarded by Recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

All contracts awarded in excess of \$2000 for public works construction that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Patent Rights to Inventions Made Under a Contract or Agreement

Patent rights for any performance of experimental, developmental, or research work shall be subject to the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

F. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

This contract is subject to provisions of the Clean Air Act and all subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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G. Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968

1. This contract is subject to Section 3 requirements as set forth at 24 CFR 135.38 and as follows:

a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that Employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understand, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 DFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

2. Contractor shall maintain such records, and complete and submit forms as may be amended from time to time, as required by the NYS Office of Community Renewal ("OCR") and/or HUD including but not limited to the Section 3 New Hires Report and the Section 3 Business Certification Package. Such forms shall be submitted in accordance with the directions contained therein and at such other times as the OCR and/or HUD may direct.

H. Bidding and Contracting Requirements

Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, OCR may accept the bonding policy and requirements of the Recipient, provided that OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assGWDnce that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

4. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

I. Indemnification

The GWD hereby indemnifies the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney’s fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.

J. Compliance with Applicable Laws and Regulations

All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

K. Books and Records

GWD shall maintain accurate time sheets, records and accounts for all work performed under this Agreement. The City, HUD, the New York State Office of Community Renewal, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the GWD which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the office of GWD. GWD shall maintain all required records for three years after final payment is received and all other pending matters are closed. At the end of three years, all documents, books and records relating to program operation will be turned over to the City for long term storage.

L. Reversion of Assets

Upon expiration of this contract, GWD shall transfer to the City, any CDBG funds on hand at the time of such expiration, any Program Income, and any accounts receivable which are attributable to the use of CDBG funds. Any real property or personal property under GWD’s control or ownership that was acquired or improved with HUD funds or Program Income or Miscellaneous Revenue in excess of \$25,000 is, at the option of the City, either:

1. Used to meet one of the national objectives in CFR 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by City; or
2. Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non HUD funds for acquisition of, or improvement to, the property.

M. Program Income

Any program income generated by the grant activities, as defined at CFR 570.500(a) will be returned to the City and will be utilized for the same purposes as the original HUD grant funds according to the regulations as stated at 24 CFR 570.504(c). In administering the grant, program income will be handled as follows.

1. The receipt and expenditure of program income as defined at CFR 570.500(a) shall be recorded as part of the financial transactions of the grant program.
2. Program income received before grant closeout will be retained by the GWD, and such income is to be treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
3. Program income shall be substantially disbursed prior to making additional withdrawals from the U.S. Treasury for the same activity. However, funds set aside for a specific HUD eligible activity other than the specific purpose of any open HUD grant shall be excluded from this requirement.
4. Program income on hand at the time of grant closeout, and program income received after closeout shall continue to be subject to the requirements of CFR 570.504(c).

N. Uniform Administrative Requirements

The GWD, in undertaking the activities outlined in this agreement, shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

GLOVERSVILLE BOARD OF WATER COMMISSIONERS

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O. Other Program Requirements

The GWD shall carry out each activity in compliance with all federal laws and regulations excluding the Recipient's environmental responsibilities and responsibility for initiating the review process under the provisions of 24 CFR Part 52.

P. Conditions for Religious Organizations

GWD agrees, where applicable, to adhere to the conditions prescribed by HUD for the use of CDBG funds by religious organizations.

Q. Conflict of Interest

No member, officer, or employee of GWD or its designees or agents, no consultant, no advisor, no attorney, no member of the governing body of GWD who exercises or has exercised any functions or responsibilities with respect to the grant during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of the grant, unless the City and Secretary agree in writing to waive the conflict otherwise prohibited under this section.

GWD agrees to comply with regulations established by HUD concerning conflict of interest. These regulations are spelled out in the Code of Federal Regulations at CFR 570.611. Persons covered by the conflict of interest provisions are outlined at CFR 570.611 (c). It is mutually agreed that no member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of the contract or to any benefit to arise from the same. No officer, employee or public official of the City who exercises any function or responsibility in connection with carrying out the project to which this contract pertains shall have any private interest, direct or indirect, in this contract or in its proceeds.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF GLOVERSVILLE

BY: 
Mayor

GLOVERSVILLE WATER DEPARTMENT

BY: 
Chairman, Board of Water Commissioners

GLOVERSVILLE BOARD OF WATER COMMISSIONERS

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- 6) **Conditioner/Eagle Street Pump Station:** Anthony informed the Board that he should have the proposal for C.T. Male Associates for the Engineering Studies for the Conditioner Rehab as well as the Eagle Street Pump Station Project at our next meeting.
- 7) **Bernie Smith/Retirement:** Anthony had a discussion with Bernie Smith concerning his retirement. Anthony expressed to Bernie that he did not realize the Bernie was thinking of not retiring and staying on. Anthony told Bernie that the decision is his, however we need a definite answer so that we can plan accordingly.
- 8) **Late Penalties for Water Bills:** Anthony and Christine wanted to discuss with the Board their opinions on postponing late fees for Water bills due to the Covid 19 Pandemic causing many residents to lose their jobs. Christine told the Board that currently District#2 water bills were due on April 3, 2020 and that she did not add any penalties yet due to the Covid19 Crisis. Customarily residents for District#2 would have been charged a 5% (in-city) and a 10%(out-city) penalty after April 3, 2020. District #1 and District #3 residents would have been charged a 1% penalty at the end of march. Anthony also wanted to let the Board know that we are not allowed to shut water off to any resident at this time due to an executive order set by the NY State. Christine also stated that the Wastewater Treatment Plant would be meeting on April 8th as well to decide on whether they want to postpone late fees/penalties on the Sewer portion of resident's bills. After discussion, the Board decided to postpone late fees/penalties on all Water Bills for a period of 30 Days.

A motion was made by Commissioner Mauro to allow the Clerk to postpone late penalties for all Water Bills at this time for a period of 30 days to begin on April 8, 2020. The motion was seconded by Commissioner Isabella.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

Clerk's Report:

Christine Linart discussed the following issues with the Board:

- 1) **Appointment Master Administrator –** Just recently we had to upgrade our QuickBooks software through Intuit. Upon updating our account, we found that the Master Administrator of our account was never updated and was still listed as our prior Clerk. To approve adding Christine as the Master Administrator of the Intuit/QuickBooks account they need the Board to approve the appointment of Christine as our Master Administrator.

A motion was made by Commissioner Isabella to appoint the Clerk of the Water Board, Christine E. Linart, as the Master Administrator of the Intuit/QuickBooks Account for the Gloversville Board of Water Commissioners/Gloversville Water Works. The motion was seconded by Commissioner Antonucci.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

A motion was made by Commissioner Antonucci to adjourn the meeting. The motion was seconded by Commissioner Mauro.

Commissioner	Yes	No	Absent	Abstain
Robinson			X	
Antonucci	X			
Isabella	X			
Mauro	X			
Shell			X	

The next meeting will be scheduled and announced at a later date.