

**JOHNSTOWN WATER BOARD
MEETING MINUTES
MARCH 8, 2021 6:00 PM**

The meeting was held at the City of Johnstown Water Department conference room due to the unavailability of the Common Council Chambers at City Hall.

Due to COVID-19, the meeting was closed to the public. The meeting was broadcast using Facebook Live on the "Johnstown Water Department" Facebook page.

CALL MEETING TO ORDER / PLEDGE OF ALLEGIANCE

Board President Capparello called the meeting to order at 6:00 pm, followed by the Pledge of Allegiance.

ROLL CALL

BOARD MEMBERS

Michael Capparello, Board President
Brandon Lyon, Board Vice President
Ralph Marotta, Board Member
Mark Empie, Board Member

ATTENDEES

Susan Miller, Water Board Clerk

BY PHONE

Michael Poulin, City of Johnstown Attorney
Amy Praught, City Council Member
(filling in for Water Dept. Liaison Brad Hayner)

NEW BUSINESS

PURCHASES

MOTION authorizing the purchase of a Tap Machine from Pollard Water in the amount of \$3,959.54 was made by Board Vice President Lyon; seconded by Board Member Empie.

Ayes: 4 Nays: 0 Absent: 0

MOTION authorizing the purchase of check valves for the Fulton County Pump Station from Ferguson Waterworks in the amount of \$9,745.55 was made by Board Vice President Lyon; seconded by Board Member Marotta.

Ayes: 4 Nays: 0 Absent: 0

MOTION authorizing the one-month lease of a compact track loader from Monroe Tractor for use at the Cork Center Reservoir in the amount of \$5,525.00 was made by Board Member Marotta; seconded by Board Vice President Lyon.

Ayes: 4 Nays: 0 Absent: 0

GRIEVANCE

Water Bill: February/2021 - Water Amount \$540.04 - Address: 13 E. Clinton Street - Owner: Tracylee Fiume
Request for grievance due to leaking water heater and toilet tank which since have been repaired

MOTION to deny grievance was made by Board Member Empie; seconded by Board Vice President Lyon.

Ayes: 4 Nays: 0 Absent: 0

QUOTE PREPARATION

Senior Water Plant Operator Denmark prepared a statement for the Water Board Clerk to read into public record relating to the need for an energy-dissipating valve. A copy is included with the minutes of the meeting as permanent record.

MOTION authorizing Ross Valve Mfg., Co, Inc. to prepare a quote for an energy-dissipating valve for severe pipe flow situations was made by Board Member Marotta; seconded by Board Member Empie.

Ayes: 4 Nays: 0 Absent: 0

RESOLUTION

Senior Water Plant Operator Denmark prepared a statement for the Water Board Clerk to read into public record relating to the need to purchase a compact track loader. A copy is included with the minutes of the meeting as permanent record.

RESOLUTION 10-2021 - Authorizing the purchase of a Compact Track Loader

MOTION to amend the Resolution to amend paragraphs 3 and 4 to reflect that the purchase was made under NYS Contract not NYS Bid was made by Board Member Empie; seconded by Board Vice President Lyon.

Ayes: 4 Nays: 0 Absent: 0

MOTION authorizing the purchase of a compact track loader from Monroe Tractor in the amount of \$55,156 was made by Board President Capparello; seconded by Board Member Empie.

Ayes: 4 Nays: 0 Absent: 0

FINANCIAL

January 2021 Industrial Billing 10 customers billed

Water \$ 53,425.39

Sewer \$176,683.77

Maintenance \$ 5,734.36

Total \$235,843.52

MOTION to approve the January 2021 Industrial Levy was made by Water Board Vice President Lyon; seconded by Board Member Empie.

Ayes: 4 Nays: 0 Absent: 0

<u>Deposits: February 09, 2021 – March 08, 2021</u>	<u>Expenses: February 09, 2021 – March 08, 2021</u>
\$414,258.31	\$15,535.67 (excluding payroll: office/source/distribution)

MOTION to approve the Deposits and Expenses for 02/09/21 – 03/08/21 was made by Board Member Marotta; seconded by Board Member Empie.

Ayes: 4 Nays: 0 Absent: 0

APPROVAL OF MINUTES

MOTION to approve the meeting minutes of the Regular Meeting of February 8, 2021 was made by Board Member Empie; seconded by Board Vice President Lyon.

Ayes: 4 Nays: 0 Absent: 0

PUBLIC ANNOUNCEMENTS

The next Regular Water Board meeting will be held on Monday, April 12, 2021 at 6:00 pm.

INQUIRY FROM CITY COUNCIL MEMBER PRAUGHT

City Council Member Praught stated that she has been approached by the new owner of the former Kasson/Keller building located at 2731 State Hwy 29 (Town of Johnstown) regarding hooking into City water.

Water Board Clerk Miller noted that she has had multiple conversations with the new owner of that property and has advised him the area is not in an established permissive use zone for city water. She added that she advised the owner in November/2020 to contact the Town of Johnstown Board to be put on their agenda and follow through with the City of Johnstown Common Council if a determination is made to move forward with establishing a permissive use zone.

ADJOURNMENT

MOTION to adjourn the meeting at 6:27pm was made by Board Vice President Lyon; seconded by Board Member Empie.

Ayes: 4 Nays: 0 Absent: 0

Respectfully submitted by:
Susan Miller, Water Board Clerk

3-8-21

I requested a quote from Monroe Tractor on a state contract price for a new compact track loader that is needed to remove the layer of dirt that accumulates on the surface of the six sand filters at the filtration facilities about every two months depending on the raw water quality coming into the filters, winter months the water quality is usually better than the water quality in spring, summer and fall. The layer of accumulated dirty sand will be removed and washed during the year when temperatures are above freezing and removed and stock piled when temperatures are below freezing to be washed in the spring in order to maintain peak flow rates to the city. This piece of equipment will always be needed as long as the city operates slow sand water treatment. The current method of harrowing the filters over the last 28 years was totally improper. That method does nothing to clean the sand and all it does is mixes the dirt into the upper layer of sand plugging the filters reducing flows and eventually restricting flow completely which happened in the years of 2014 and 2019. Now with the new wash plant installed which is the proper method of maintaining filter beds, filter performance should improve. As I have mentioned to previous water boards over the past years that filters 1 and 2 at Cork Center filtration Facility are being closely monitored for water quality issues. In 2014 when the sand was replaced in those filters myself along with the State Department of Health thought that the support layer of stone may have been disturbed which is supposed to keep the sand from getting into the finished water. In 2019 I requested particulate samples be taken by a lab to see if sand was present in the filtered water, sand was detected in the finished water and there should not be any. In May of 2020 I requested that a camera be put into the piping of filters 1 and 2 to see if sand was present, there was sand in the piping and there should not be any. Based on those findings I have had to come up with a corrective measure to present to the State Health Department. I told the Health Department that I wanted to wash the sand in filters 1 and 2 first, put them back in service and see what the turbidity readings are, if they are high and take a long time to come down then the filters will have to be rebuilt. High turbidity levels in the filtered water will cause MCL violations to occur in the distribution system which happened in 2019 when those two filters were putting out finished water with high turbidity.

I have given you literature on the Model MOV Energy-dissipating valve for severe pipe-flow situations from the Ross Valve company out of Troy NY. The City's industrial park on the south end of the city is a low point in the water distribution system ^{which} also means high water pressure area 125 psi. All of the businesses in that industrial park have water line infrastructure as large as the city's system on their property, that we do not have control over. When a business in that park does not act promptly to correct a water line or water tank issue it will effect the city's water system severely which occurred in January of 2019 when a business let there water tank over flow for eleven and half hours draining the clear wells, storage tank and filters at the city water facilities. December of 2020 a different business let their water tank over flow for five and half hours causing problems in the city water system. The same business also flows at rates higher than they are contracted too, and just last week another business damaged their water line causing residents all over the city to have very low water pressure to almost none. It would be a good idea to look into the cost of installing this device in the water system at the water line feeds to the industrial park. I have spoke with the Ross company and they said that they have other options that could work as well.

Resolution No. 10, 2021

Board President CAPPARELLO presented the following Resolution and moved its adoption:

WHEREAS, an ORTNER Model 2000 Portable Aggregate (sand media filter) Washing Machine was purchased for use at the Johnstown Water Department filtration plants, and

WHEREAS, in order to load the Aggregate Washing Machine a Compact Track Loader is necessary, and

WHEREAS, the City of Johnstown offered the option of utilizing New York State Contract pricing to obtain the lowest possible purchase price for a Compact Track Loader, and

WHEREAS, the New York State Contract pricing from Monroe Tractor at a cost of **\$55,156.00** for a CASE TR310B Compact Track Loader was received (see EXHIBIT "A"); and

WHEREAS, the Water Board included this purchase in their 2021 Capital Projects Budget.

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Water Board hereby accepts the purchase of the aforementioned equipment at a total cost of **\$55,156.00**, in accordance with EXHIBIT "A" attached hereto.

Seconded by Board Vice President EMPIE

Adopted by the following vote:

Yes: 4

No: 0

Abstain: 0

Absent: 0

Monroe Tractor

CASE TR310B Compact Track Loader

EXHIBIT "A"

MONROE TRACTOR & IMPLEMENT CO., INC.

1001 Lehigh Station Road
Henrietta, NY 14457
Phone (585) 334-3867
Fax (585) 334-0001

17853 Goodnough St.
Adama Center, NY 13606
Phone (315) 583-5486
Fax (315) 583-5987

5035 Genesee Street
Buffalo, N.Y. 14225
Phone: (716) 681-7741
Fax: (716) 681-7741



MONROE TRACTOR

<http://www.monroetractor.com>

Date 3/15/2021

3439 Route 247
Canandaigua, N.Y. 14424
Phone (585) 394-7260
Fax (585) 396-8058

47 Southwest Cutoff
Worcester, MA 01604
Phone (508)-845-4343
Fax (508)-845-6418

2877 Ethan Allen Highway
New Haven, VT 05472
(802)-458-0250
(518)-783-0544

8194 State route 415
Campbell, NY 14821
Phone (607) 739-8741
Fax (607) 739-8741

7941 Oak Orchard Road
Batavia, N.Y. 14020
Phone (585) 343-8263
Fax (585) 343-0053

6 Equipment Dr.
Binghamton, NY 13904
Phone (607) 754-6570
Fax (607) 625-5553

423 Old Loudon Road
Latham, NY 12110
Phone (516) 785-8013
Fax (516) 783-9544

7300 Eastman Road
N. Syracuse, NY 13212
Phone (315) 452-0000
Fax (315) 452-9624

1410 Clark Street Road
Auburn, NY 13021
Phone (315) 258-0122
Fax (315) 258-0126

192 New Boston St.
Woburn, MA 01801
Phone (781)-935-4217
Fax (781)-935-0864

6 Sandra Dr.
South Windsor, CT 06074
(860)-920-0075
(860)-906-9024

Buyer	CITY OF JOHNSTOWN WATER DEPT
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Soc. Sec or Fed ID#

Address PO BOX 160 33-41 EAST MAIN ST

City JOHNSTOWN

Phone 518-736-4027

Sales Tkt No.

Delivered By

Date _____

Date _____

QUANTITY			MAKE, MODEL DESCRIPTION	SERIAL NO. ATTACH.	CASH PRICE EACH ITEM
NEW	USED	DEMO			
X			2021 CASE TR310B COMPACT TRACK LOADER W/OPTIONS	NMM495532	\$54,011.07
			H035999-TWO SPEED, EH CONTROLS, HIGH FLOW, CAB		\$0.00
			RADIO,		\$0.00
X			78" LOW PROFILE BUCKET	TBD	\$1,144.93
			UNIT SOLD OFF NYS OGS CONTRACT PC67265		
TRADE-IN EQUIPMENT					
1st Year	Description			Trade	FREIGHT & HDLG.
Used	Make	Model	Serial No.	Allowance	Excise Tax
				Tax rate	SUBTOTAL
				0%	TAX (SALES-USE)
					\$55,156.00
					\$0.00

Buyer hereby bargains, sells and conveys unto Seller the above described Trade-In-Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interests except to the extent shown below.

1.) Trade Allowance.....	\$	<u>0.00</u>
2.) Less Amount Owed		
To _____	\$	<u>0.00</u>
3.) Net Trade Allowance (1-2).....	\$	<u>0.00</u>

1.) Cash Price	\$	55,156.00
Cash Down Pmt	0.00	
Trade-In-Allowance	0.00	
2.) Total Down Payment	\$	0.00
3.) Unpaid balance of Cash Price	\$	55,156.00
(1 minus 2)		

DEFERRED PAYMENT

I hereby agree to settle the deferred payment price, if any, as shown hereon on the basis of retail time payment contract in a form that is mutually satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the deferred payment price and including the credit terms disclosed herein. If there is deferred payment, this order is subject to finance company approval and acceptance.

CHECK ONE	<input type="checkbox"/>	SOLD USED AS-IS. No warranty of any kind has been given by Dealer or its agent.
	<input type="checkbox"/>	SOLD USED WITH 50-50 WARRANTY. The Dealer hereby warrants this (these) machine(s) to be in good operating condition for _____ days after delivery with the understanding that necessary repairs made within this period of time will be charged half to the Buyer and half to the Dealer, of total retail cost of parts and labor used.
	<input checked="" type="checkbox"/>	SOLD NEW WITH CASE STANDARD NEW WARRANTY

Special Agreements: DELIVER TO THE CUSTOMER

OTHER THAN THE 50/50 WARRANTY OR MANUFACTURER'S WARRANTY REFERRED TO ABOVE, IF EITHER IS APPLICABLE, THERE ARE NO OTHER WARRANTIES MADE BY DEALER, EXPRESS OR IMPLIED, OR TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT ANY WARRANTIES ARE EXTENDED TO BUYER BY DEALER OR MANUFACTURER. ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR HAULING EQUIPMENT FOR REPAIR. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES OR ACCESSORIES. BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE OR NEGLIGENCE. ANY WARRANTY GIVEN BY DEALER UNDER THIS AGREEMENT IS NOT TRANSFERABLE.

Notice to the Buyer: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign.

Buyer's Signature _____

Date 3/15/2021

THIS ORDER IS VALID ONLY WHEN SIGNED AND ACCEPTED BY MONROE TRACTOR & IMPLEMENT CO. INC.

Accepted By

Date 3/15/2021

(Dealer's Signature)