

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Village of Gowanda, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

WHEREAS, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3

Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4

Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall be capable of providing at least seventy-seven (77) Channels.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10

Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

SECTION 12 **Records**

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13 **Public Education and Government (PEG) Access**

13.1 PEG Access. Grantee shall make available channel capacity for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from

such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Village of Gowanda
Attn: Mayor Nephew
27 East Main Street
Gowanda, NY 14070

Grantee: Charter Communications
Attn: Director, Government Affairs
95 Methodist Hill Drive,
Rochester, NY 14607

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

15.8 Public Notice. Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

15.9 Grantee Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

15.10 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.11 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.12 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.13 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

15.14 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

Village of Gowanda, New York

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____



AGENDA
VILLAGE OF GOWANDA
BOARD MEETING

July 14, 2026

6:00 PM

5 :45 Franchise Agreement Public Hearing

1. Call to Order

2. Pledge to the flag

3. Agenda Approval

4. Meeting Minutes

5. Public Participation

6. Correspondence

- Letter of Intent to become ZBA member
- DOT Acquiring Right of Way Parcels

7. Board Round Table

8. Official Business

a. Mayor/Board of Trustees

- Resolution to Renew the Cable Television Franchise Agreement with Spectrum Northeast- *action*

b. Code Enforcement

- Business Permit-Specialty Rustics-*action*
- Lawn Mowing Bid from Meyers Tree Service for vacant/abandoned properties-*action*

c. ZBA

- Accept letter of Resignation from Gerry Emborski-*action*
- Appoint Joshua Trippi as Zoning Board of Appeals member for term expiring 2028-*action*

d. Public Works

Highway – Adam Reid

- Hire Scott Hahn as a MEO effective July 27, 2026-*action*

Sewer – Andy Carriero

Water – Kirk Trumpore

- New York Rural Water Association-Gowanda 30-year membership recognition

d. Clerk – *Danielle Wagner*

e. Police – *Ross Olszewski*

f. Disaster Coordinator- *Nick Crassi*

g. Fire –*Carol Sheibley/Paul Zimmermann*

h. Environmental-*Phil Palen*

i. Joint Activity/Recreation – *Carol Sheibley*

j. Legal – *Deb Chadsey*

k. Treasurer – *Traci Hopkins*

- Hail Storm Insurance Claim Status
- Ahlstrom Schaeffer Quote to Upgrade our Service to 3 Phase to run the HVAC system- *action*
- Johnson Controls Quote to Replace the VSD for Fan Motor to Fix the HVAC system- *action*
- Johnson Controls Quote to Relocate the Controls Computer System to the Office- *action*
- C&S Contract Agreement for BOA Pre-Development & Marketing- *action*
- WWTP Capital Project Pay App #8 BECC Electric to 5/31/2026 @ \$152,958.88- *action*
- WWTP Capital Project Pay App #20 STC Construction to 5/31/2026 @ \$289,106.91- *action*
- Change Order #1 for Quackenbush to Reflect Final Closeout – Deduct \$10,000- *action*
- WWTP Capital Project Pay App #5, 6, 7 (Final) for Quackenbush to 3/31/2026 @ \$16,606.09- *action*
- American Power & Gas Supply Agreement – *action*
- Cattaraugus County Soil & Water Support of Maltbie/Hill Street Reconstruction Planning Grant Resolution- *action*
- Insurance Liability/Property/Auto/Cyber Package @ \$157,113.22 for 7/1/26 renewal- *action*
- RFP for Project Management and Administration of the NY Forward Small Project Fund – *action*
- Budget Mod #8 for 2025-2026 Fiscal Year – *action*
- Finance Report June 30, 2026
- Abstract Bills to Pay to July 7, 2026 – *action*

9. Next Meeting Announcement – August 11, 2026

10. Adjournment

Village of Gowanda
Board Meeting Minutes
June 9, 2026

The Village of Gowanda Board of Trustees meeting was called to order by Mayor Nephew at 6:00 PM.

Present: Mayor Mark Nephew, Trustee Peter Sisti, Trustee Paul Zimmermann, Trustee Wanda Koch, Trustee Carol Sheibley

Employees: Clerk Danielle Wagner, Treasurer Traci Hopkins, Water Supervisor Kirk Trumpore, Code George Poff

Absent: Attorney Deb Chadsey, Highway Supervisor Adam Reid, WWTP Supervisor Andy Carriero, Code Jason Pickering, OIC Ross Olszewski

Public: Jack Broyles

Agenda & Minutes

6-1-Motion-Motion by Trustee Zimmermann, seconded by Trustee Sisti to approve the agenda for the June 9, 2026 meeting. Motion carried.

6-2-Motion-Motion by Trustee Sheibley, seconded by Trustee Sisti to approve the minutes from the May 12, 2026 meeting. Motion carried.

Public Participation

Jack Broyles-Property assessment meeting with the Town of Persia.

Correspondence

- Erie County Community Development Block grant consortium renewal request.

Official Business

Mayor/Board of Trustees

Carol Sheibley prepared a 250-year celebration proclamation

Motion 6-3-Motion by Trustee Sheibley, seconded by Trustee Sisti to approve the 250 Year Celebration Proclamation July 12, 2026. Motion carried.

The Gowanda Chamber submitted a request for music in the park support.

Motion 6-4-Motion by Trustee Zimmerman, seconded by Trustee Sisti to approve the Gowanda Chamber music in the park support request for \$500.00. Motion carried.

Code Enforcement-George Poff

Building permits 57, complaints filed 3, notices sent 3, inspections 2, pending court cases 1.

Motion 6-5-Motion by Trustee Sisti, seconded by Trustee Koch to authorize to seek quotes for mowing vacant properties including trimming of any shrubs, bushes and trees that are obstructing the public sidewalk or obstructing the view of oncoming traffic. Motion carried.

Sewer-Liaison Paul Zimmermann

There is a vacant position at the WWTP due to Andy Carrieros retirement.

Motion 6-6-Motion by Trustee Sisti, seconded by Trustee Koch to authorize to post for a vacant position at the Waste Water Treatment Plant. Motion carried.

The insurance proceeds to the compost roof came in.

Motion 6-7-Motion by Trustee Zimmermann, seconded by Trustee Sheibley to accept the insurance proceeds of \$85,252.00 to repair the compost building roof. Motion carried.

Clerk-Danielle Wagner

Motion 6-8-Motion by Trustee Sisti, seconded by Trustee Koch to approve the Erie County Polling place location agreement. Motion carried.

Environmental

Motion 6-9-Motion by Trustee Sheibley, seconded by Trustee Zimmermann to accept the tree donation of \$50 in memory of Jack Torrance to be moved to the tree reserve. Motion carried.

Joint Activity-Carol Sheibley

Motion 6-10-Motion by Trustee Sheibley, seconded by Trustee Koch to accept the \$100 donation from the Gernatt Foundation to replace the doors at St. Johns Park. Motion carried.

Motion 6-11-Motion by Trustee Sisti, seconded by Trustee Zimmermann to accept the \$300 donation from the from the American Legion to support the summer recreation program. Motion carried.

Motion 6-12-Motion by Trustee Sheibley, seconded by Trustee Sisti to authorize to hire 1 head counselor at \$19 per hour for 20 hrs. per week and 6 counselors at \$16.50 per hour for 16 hrs. per week for the summer recreation program. Motion carried.

Treasurer-Traci Hopkins

Motion 6-13-Motion by Trustee Sisti, seconded by Trustee Koch to authorize to transfer \$9,224.39 of insurance recoveries received for light pole replacement at Jamestown/Walnut St. retroactive to 5/31/26 to general fund repair reserve for the street lighting project. Motion carried.

The municipal hall had an electrical emergency on 5/24/26 that caused a small fire in the phase convertor in the HVAC. Repairs needed to be made to made to prevent further issues.

Motion 6-14-Motion by Trustee Koch, seconded by Trustee Sheibley to declare the electrical emergency on 5/24/26. Motion carried.

The Charter Franchise agreement is nearing renewal; a draft renewal was provided to the board for approval and a public hearing will need to be set. The draft includes a 15 year term, but the board desires to keep it at a 10-year term.

Motion 6-15-Motion by Trustee Sisti, seconded by Trustee Zimmermann to approve the charter communications Franchise draft agreement pending the 10-year term. Motion carried.

Motion 6-16-Motion by Trustee Sisti, seconded by Trustee Zimmermann to set the Charter Franchise public hearing for July 14, 2026 at 5:45pm. Motion carried.

Motion 6-17-Motion by Trustee Zimmermann, seconded by Trustee Sheibley to approve budget amendment #1 for the sewer fund to accept the insurance proceeds for the sewer roof damage. Motion carried.

Motion 6-18-Motion by Trustee Sisti, seconded by Trustee Koch to approve budget mod #9 for 2025-2026 fiscal year for General fund, water fund and sewer fund. Motion carried.

Motion 6-19-Motion by Trustee Zimmermann, seconded by Trustee Sheibley to approve the abstract bills to pay for General \$291,317.27, Water \$17,368.35, Sewer \$61,823.44 and Capital Projects \$3,1500. Motion carried.

Executive Session

Motion 6-20-Motion by Trustee Sisti, seconded by Trustee Zimmermann to recess into executive session at 7:14pm for employee contract agreement. Motion carried.

Executive Session adjourned at 7:46pm.

Motion 6-21-Motion by Trustee Zimmermann, seconded by Trustee Sisti to accept the working sewer supervisor contract for Sam Lauer with language modifications as discussed. Motion carried.

Adjourn

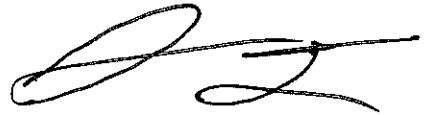
Motion 6-22-Motion by Trustee Sisti, seconded by Trustee Sheibley to approve to adjourn the meeting at 7:47 PM. Motion carried.

Respectfully Submitted
Danielle Wagner
Clerk

To Whom it May Concern

I, Joshua Tripi, am writing a letter of intent to become a Gowanda zoning board member. I was asked if I was interested to join by both, Mark Nephew & Gerry Emborski. It is my understanding from Gerry that there will be a vacant spot on the board in the near future.

Thank you,
Joshua Tripi

A handwritten signature in black ink, appearing to be 'J. Tripi', with a long horizontal stroke extending to the right.



Traci Hopkins <gowandavillageth@gmail.com>

Re: Village of Gowanda - acquiring right of way

1 message

Plasencia, Grace (DOT) <Grace.Plasencia@dot.ny.gov>

16 June 2026 at 14:51

To: "Gowandavillageth@gmail.com" <Gowandavillageth@gmail.com>

Hi Traci!

I hope all is well. The Department of Transportation is doing a project in your area, and a portion of your property will be directly impacted. The project is to restore the existing pavement, repair drainage structure and install missing sidewalk and curb so that it is ADA-compliant.

In the packet you have received in the mail, there is a fact acquisition sheet, an informational packet on how New York State acquires land, and the appropriation map.

I am here to act as a liaison between you, the property owner, and the state. We are acquiring the property for the benefit of the public and it is my job to explain all of your rights and act as a negotiator. You will be justly compensated to the highest approved amount based on a fair market value appraisal which goes through a series of reviews.

For your specific Map 17 Parcel 32, it is being acquired in FEE. This means that New York State will acquire the full bundle of rights for the small acquisition area and will become state property. For Map 18 Parcel 33, it is being acquired as a Temporary Easement (TE). TE means the State will have a temporary right to the property in the acquisition area which allows construction to access but will end as soon as the work is completed. The purpose for both of the acquisitions is to repair the curb ramp.

Below are the next steps in the process:

1. We will be visiting in July to inspect the acquisition area and take note of what is there for the appraisal. The appraiser, Natalie Bailey, and our supervisors will be present. If you or the engineer would like to join us, I have a few dates and times available:
 1. July 6th : 9:00am, 10:00am, 11:00am, 1:00pm. July 7th : 9:00am, 10:00am
2. Offer by Mail
 1. After the approved appraisal has gone through a series of reviews, you will be receiving an offer package via mail. I will be contacting you again to confirm you received the offer. The offer will include the just compensation amount, and an Agreement of Advance Payment which allows you to submit a claim within the 3 year statute of limitations, which begins with the notice of appropriation. Within about a month of your receipt of the offer, I'll be going to the County Clerk to vest the map.
3. Vesting
 1. When I visit the County Clerk, I will file the appropriation map and notice of appropriation which signifies the transfer of ownership into the name of the People of the State of New York.
4. The DOT will select a contractor on or about 3/25/2027 and construction will begin Spring 2027.

I do have a few questions to ask in regard to the property:

1. Are there any tenants?

2. Is the owner in any stage of bankruptcy?
3. Are there any objects in the appropriation area that we might not know about? (Sprinkler system, septic tank etc.)
4. Is there any hazardous waste on the land?
5. Is the property listed For Sale? If so, is it under contract?

Thank you for your time!

Kindly,

Grace Plasencia

Real Estate Specialist Trainee 1

New York State Department of Transportation

100 Seneca Street, Buffalo, NY 14203

(716) 847-3501 | grace.plasencia@dot.ny.gov

www.dot.ny.gov

From: Bailey, Natalie (DOT) <Natalie.Bailey@dot.ny.gov>

Sent: Monday, June 15, 2026 3:17 PM

To: Gowandavillageth@gmail.com <Gowandavillageth@gmail.com>

Cc: Plasencia, Grace (DOT) <Grace.Plasencia@dot.ny.gov>

Subject: RE: Village of Gowanda - acquiring right of way

Hello,

The inspection dates will be July 6 and 7. Monday the 6th is completely wide open, and we would be free to meet between 9-11am and 1-2pm. Tuesday the 7th the morning would be best (9-11am). Please let me know what would work best for the engineer!

I included on this email Grace Plasencia. She is the acquisitions agent on this project and will be accompanying me on those dates (along with our supervisors). She will have some questions to ask about the properties and will explain the right-of-way process. She will be emailing you about those.

Please let me know if you need any more information! Thank you!

Natalie Bailey (*she/her*)

Real Estate Specialist Trainee I

New York State Department of Transportation

100 Seneca Street, Buffalo, NY 14203

716-847-3538 | Natalie.Bailey@dot.ny.gov

dot.ny.gov



**Department of
Transportation**

KATHY HOCHUL

Governor

MARIE THERESE DOMINGUEZ

Commissioner

ERIC MEKA, P.E.

Regional Director

May 22, 2026

Village of Gowanda
27 Main Street
Gowanda, NY 14070-1207

RE: **PIN 5105.43.201**
Gowanda Village; S.H. 1037
Town/City of **Collins, Erie County**
Map(s) : **17**
Parcel(s): **32**

Dear Village of Gowanda:

The New York State Department of Transportation is preparing to acquire property needed for the proposed reconstruction of the existing pavement, installation/replacement of curbs, gutters, sidewalks and ramps in the village of Gowanda. A portion of your property will be required to construct the planned improvements and we would appreciate the opportunity to meet with you to explain the acquisition process and provide you with information on your rights as a property owner in New York State.

I am enclosing the following information for your preliminary review prior to meeting:

- Our information booklet, "How Does New York State Acquire Property for Public Purposes?"
- Our "Acquisition Fact Sheet" with useful definitions of terms
- A copy of the Appropriation Map

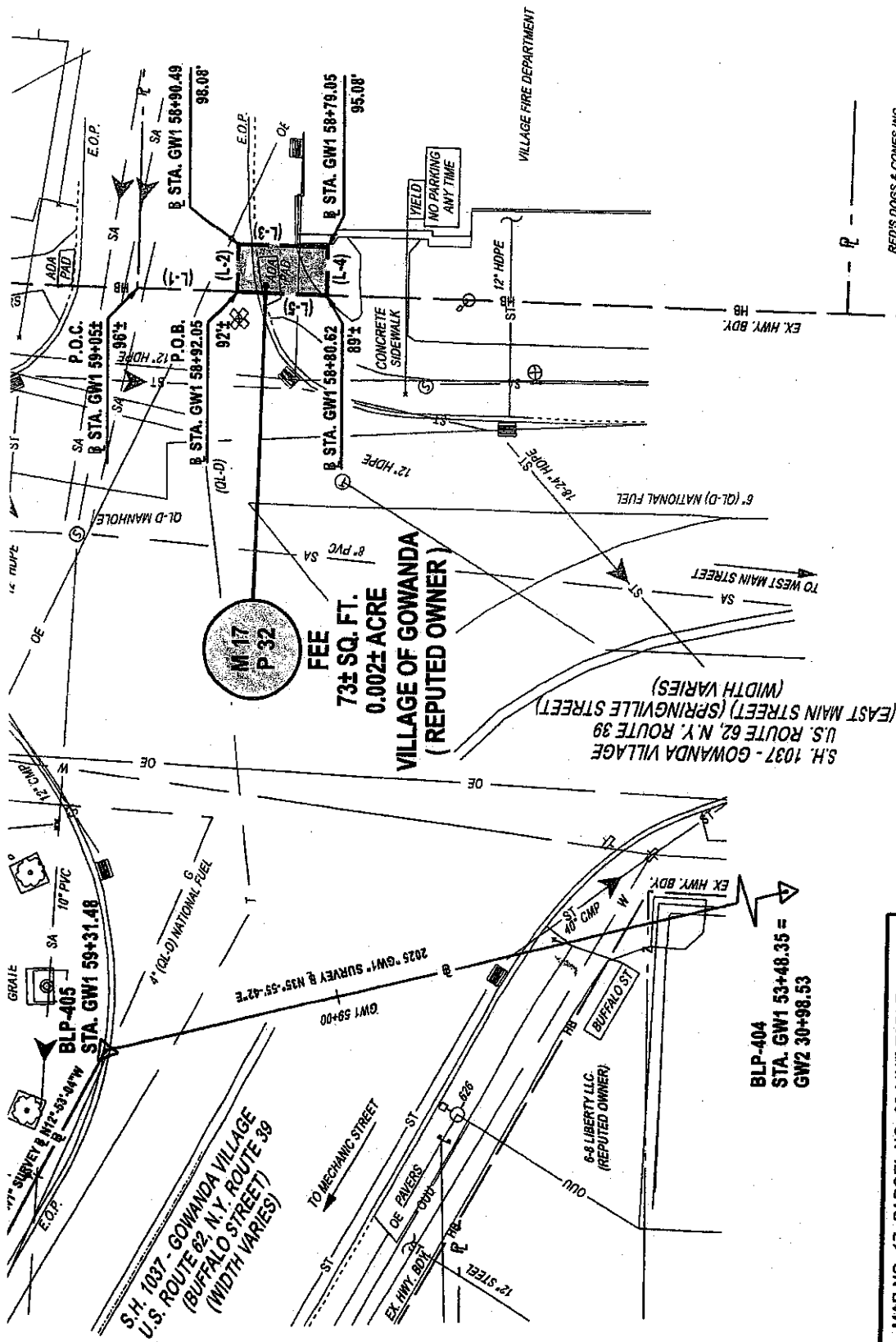
Please contact me at your earliest convenience at 716-847-3501 or Grace.Plasencia@dot.ny.gov to schedule an appointment.

Thank you for your attention to this matter.

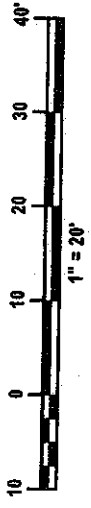
Sincerely,

Grace Plasencia
Real Estate Specialist Trainee 1

Enclosures



NOTE: LOCATIONS OF ANY UNDERGROUND UTILITIES AND EASEMENTS FOR SAID UTILITIES SHOWN ON THIS MAP ARE APPROXIMATE.



MAP NO. 17, PARCEL NO. 32 LINE TABLE		
COURSE	BEARING	DISTANCE (FT.)
(L-1)		13' ±
(L-2)	S30°23'41"E	6' ±
(L-3)	S50°36'19"W	11.83'
(L-4)	N39°23'41"W	6' ±
(L-5)		12' ±



**Department of
Transportation**

KATHY HOCHUL

Governor

MARIE THERESE DOMINGUEZ

Commissioner

ERIC MEKA, P.E.

Regional Director

May 22, 2026

Village of Gowanda
27 Main St
Gowanda, NY 14070-1207

RE: **PIN 5105.43.201**
Gowanda Village; S.H. 1037
Town/City of Collins, Erie County
Map(s) : 18
Parcel(s): 33

Dear Village of Gowanda:

The New York State Department of Transportation is preparing to acquire property needed for the proposed reconstruction of the existing pavement, installation/replacement of curbs, gutters, sidewalks and ramps in the village of Gowanda. A portion of your property will be required to construct the planned improvements and we would appreciate the opportunity to meet with you to explain the acquisition process and provide you with information on your rights as a property owner in New York State.

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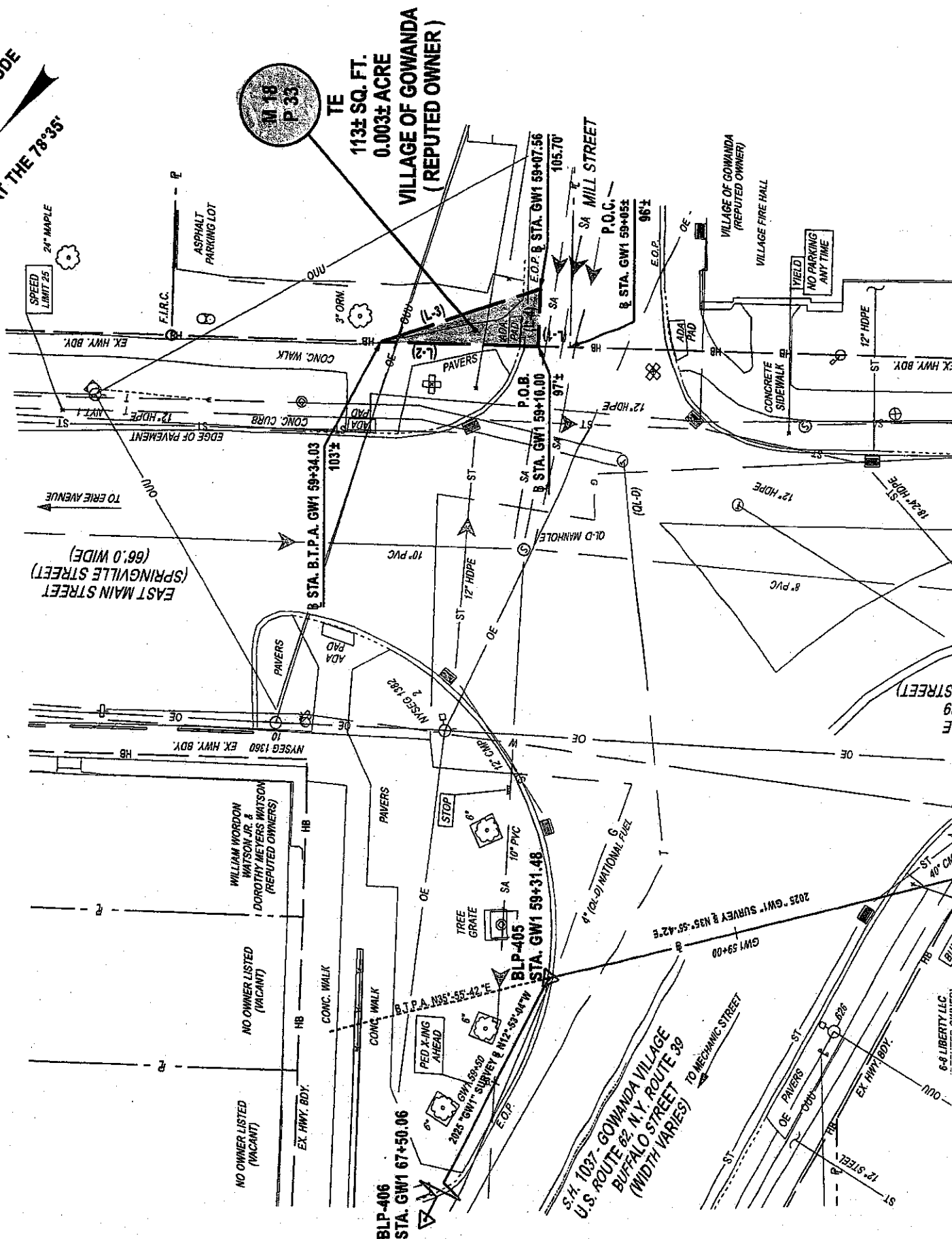
Please contact me at your earliest convenience at 716-847-3501 or Grace.Plasencia@dot.ny.gov to schedule an appointment.

Thank you for your attention to this matter.

Sincerely,

Grace Plasencia
Real Estate Specialist Trainee 1

Enclosures



STATE OF NEW YORK
Village of Gowanda
Counties of Erie and Cattaraugus

In the Matter of the Granting of a Cable Television Franchise Held by **Spectrum Northeast, LLC**
in the **Village of Gowanda, Counties of Erie and Cattaraugus, New York**

RESOLUTION

An application has been duly made to the Board of the **Village of Gowanda, Counties of Erie and Cattaraugus**, New York, by **Spectrum Northeast, LLC**, an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 95 Methodist Hill Drive, Rochester, NY 14623, for the approval of a renewal agreement for Charter's cable television franchise for ten (10) years commencing with the date of approval by the Public Service Commission.

The franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the **Village of Gowanda**, New York on July, 14 at 5:45 P.M. and notice of the hearing was published in the Dunkirk Observer on _____, 2026.

NOW, THEREFORE, the Board of the **Village of Gowanda** finds that:

1. Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

3. Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the **Village of Gowanda** hereby grants the cable television franchise of Spectrum Northeast, LLC and the **Village of Gowanda** for ten(10) years commencing with the date of approval by the Public Service Commission and expiring ten(10) years hence.

BE IT FURTHER RESOLVED that the Board of the **Village of Gowanda** hereby confirms acceptance of this franchise renewal agreement.

The foregoing having received a _____ vote was thereby declared adopted.

Dated: _____, ____.

Village of Gowanda Clerk

Village of Gowanda

Office of Code Enforcement

Monthly Report for June 2026

Building Permits

Applications:	42
Permits Issued:	42
Fees Collected:	\$3,330
Inspections:	12

Business Permits

Applications:	1 – Specialty Rustics 33 maple
Permits Issued:	0
Fees Collected:	0

Property Maintenance

Complaints Filed:	1
Violations on Patrol:	0 – no patrol. Time is spent processing permits.
Violation Notices Sent:	1
Compliance Notices Issued:	1 (one verbal)
Inspection Request:	1
Inspections:	1

Legal Action

Pending Court Cases:	1
New Court Summons Issued:	0
Gowanda P.D. Assistance:	0

NEW INFORMATION

- We continue to work diligently with property owners and contractors to review, and issue building permits.
- Please notify us of the completion of any project so we can inspect and issue a completion letter.

OLD INFORMATION

- Complaint forms need to be completed and submitted when bringing concerns to our attention. They are imperative if the issue rises to the level of legal and/or court action.



VILLAGE OF GOWANDA

27 E Main Street • Gowanda, NY 14070

(716) 532-3353 • Fax (716) 532-2338

BUSINESS PERMIT APPLICATION

Business Name: Specialty Rustics

Business Address: ~~9005 Gowanda State Rd Eden NY 14050~~

Business Mailing Address: [↑] 35 Commercial Street Gowanda
NY 14070

Property Owner: Andrew J Rafanowicz

Desired Opening Date: 06/15/2026

APPLICANT INFORMATION

Applicant Name: Andrew J Rafanowicz

Applicant Address:

Applicant Mailing Address: SAME

Applicant Phone Number:

BUSINESS INFORMATION

Business Structure: (Sole Proprietor, Partnership, LLC, Corporation) Other:

Sole Proprietor

Type of Business (Retail, service, etc):

SERVICE, Rehab, Demolition, Roofing, Siding
General Contractor

List all of the services/products your business will offer:

General Contracting, Rehab, handyman services

Address each of the following as it relates to your business.

Parking for employees, customers and suppliers:

Hours of Operation:

Monday: 9-5

Tuesday: 9-5

Wednesday: 9-5

Thursday: 9-5

Friday: 9-5

Saturday:

Sunday:

Noise from business operation: Nailing, Saw, Drills, Pounding
Generator / Compressor

Signage for the business:

Lawn Signs

Infrastructure needs in the excess of current use (Electric, Water, Sewer, etc):

N/A

Specialty Rustics

Roofing • Siding • Construction

Gowanda, NY 14070 • SpecialtyRustic@gmail.com

June 15, 2026

Jason Pickering

Code Enforcement Officer

Town/Village of Gowanda

Gowanda, NY 14070

RE: Business Permit & License Request — Specialty Rustics

Dear Mr. Pickering,

My name is Andrew J. Rafanowicz, and I am the Owner and Operator of Specialty Rustics, a locally based roofing, siding, and general construction company headquartered in Gowanda, NY. I am writing to formally request a business permit and license to perform contracting work within the Town/Village of Gowanda on behalf of Specialty Rustics.

Specifically, this request pertains to contracting work to be performed at the following two properties:

1. 33 Maple Ave, Gowanda, NY 14070
2. 35 Commercial Street, Gowanda, NY 14070

Specialty Rustics is fully committed to operating in compliance with all applicable local codes, ordinances, and regulations governing contracting work within the municipality. We are prepared to promptly submit any required documentation, insurance certificates, proof of licensure, or supplemental paperwork necessary to support this permit application and satisfy the requirements of your office.

Should you have any questions, require clarification regarding the scope of the proposed work, or wish to review any additional information prior to processing this request, I would welcome the opportunity to meet with you in person at your convenience. Please do not hesitate to contact me directly at 716-848-0714, and I will make myself available at your earliest availability.

Thank you sincerely for your time and attention to this matter. I genuinely appreciate your professionalism and your willingness to assist local contractors in navigating the permitting process. I look forward to working cooperatively with your office and to conducting our work in a manner that reflects positively on both Specialty Rustics and the Gowanda community.

Sincerely,

Andrew J. Rafanowicz

Owner & Operator, Specialty Rustics

Gowanda, NY 14070

SpecialtyRustic@gmail.com

/cdn-cgi/l/email-protection

BUSINESS CERTIFICATE

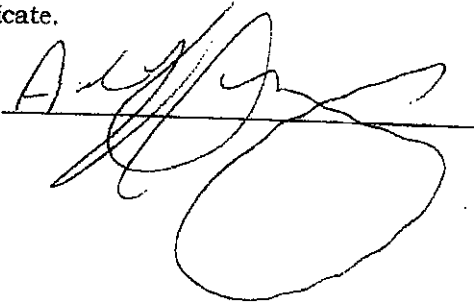
I HEREBY CERTIFY that I am conducting or transacting business under the name or designation of Specialty Rustics with a street address of 33 maple Ave Gowanda NY 14070
County of Cattaraugus State of New York.

My (our) full name(s) is (are) Andrew J Rafanowicz
and I (we) reside at 33 Maple Ave Gowanda NY 14070
County of Cattaraugus, State of New York.

I FURTHER CERTIFY that I am the successor in interest to NO ONE
the person or persons heretofore using such name or names to carry on or transact or conduct business.

IN WITNESS WHEREOF, I (we) have this 12th day of June
In the year 2006 made and signed this certificate.

*If under 18 years of age, state "I am _____ years of age."

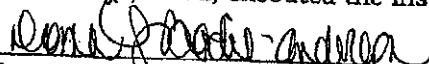


STATE OF NEW YORK
COUNTY OF CATTARAUGUS

On this 12th day of June in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared

Andrew J. Rafanowicz

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

DIANA L. BRODIE-ANDERSON #0486398135
Notary Public, State of New York
Qualified in Cattaraugus County
My Commission Expires Sept. 23, 2027

Cattaraugus County Clerk Recording Cover Sheet

Received From :
ANDREW J RAFANOWICZ
33 MAPLE AVE
GOWANDA, NY 14070

Method Returned : FILED

First PARTY 1

SPECIALTY RUSTICS

First PARTY 2

RAFANOWICZ, ANDREW J

Index Type : DbA

Inst Number : 202606841

Book : Page :

Type of Instrument : DbA

Recording Fee: \$25.00

Recording Pages : 2

Recorded Information

State of New York

County of Cattaraugus

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Cattaraugus
County, New York

On (Recorded Date) : 06/12/2026

At (Recorded Time) : 3:00:44 PM



Doc ID - 016201050002

Darrell Klute, County Clerk



STATE OF NEW YORK COUNTY OF CATTARAUGUS SS.
I, Darrell Klute, Clerk of County of Cattaraugus of the County Court of
said County and of the Supreme Court, both being Courts of Record having a
common seal.
DO HEREBY CERTIFY that I have compared this copy with the original filed,
recorded, filed and recorded, fed and entered or entered in the office and that
the same is a correct description and of the whole of said original.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal
of said County and Court on:
Date 6/12/2026 Darrell Klute Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

CINCINNATI OH 45999-0038

In reply refer to: 02448880
Apr. 14, 2017 LTR 147C 0
46-5714269 000000 00
Input Op: 0244888099 00003339
BODC: SB

SPECIALTY RUSTICS
ANDREW J RAFANOWICZ SOLE MBR
9005 GOWANDA STATE RD
EDEN NY 10057



037071

Employer identification number: 46-5714269

Dear Taxpayer:

Thank you for your telephone inquiry of Apr. 05, 2017.

Your employer identification number (EIN) is 46-5714269. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by calling 1-800-TAX-FORM (1-800-829-3676) or visiting our website at www.irs.gov/formspubs.

If you have questions, you can call us toll free at 1-800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include this letter and provide in the spaces below, your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone number () _____ Hours _____

TO Village of Gowanda
27 East Main Street
Gowanda Ny 14070

MEYERS TREE SERVICE & Landscaping
P.O. Box 171
Cherry Creek Ny 14723

JOB DESCRIPTION

Bid is as following

\$ 150.00 Per mow if Properties are 6 inches of
grass or less includes weed wacking.

\$ 175.00 Per mow and weed wacking if 6 inches of
grass or more Includes debris Removal.

MEYERS TREE SERVICE will provide proof of
General Liability Insurance if Bid is Awarded.

Thank You.

Dixie McIntosh - owner (716) 969-4690

Jeff McIntosh - Operations manager (716) 969-4689

7/2/26

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH
MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED

ESTIMATED
JOB COST

ESTIMATED
BY

[Signature]

TO: Mayor Nephew

FROM: Gerard Emborski
Village of Gowanda
Zoning Board of Appeals (ZBA) Chairperson

DATE: July 6, 2026

RE: Resignation from ZBA

Dear Mayor,

It is with great regret that I am tendering my resignation from the Village ZBA effective 7/9/2026 as we are moving out of the area. Our relatively short stay here in the village has been most enjoyable but the pull of grandchildren is strong.

As Mr. Tiller recommended me as his replacement, I am recommending Josh Tripi as an excellent candidate for the ZBA.

Respectfully submitted,
Gerry Emborski
ZBA Chairperson

CC: Trustee Zimmerman
Trustee Koch
Trustee Sheibley
Trustee Sisti
Clerk Wagner

Highway Department

Monthly Report

Weekly Duties-Summer

Road maintenance and repair- pot hole repair, general road resurfacing and complete road milling/paving

Repair/improve damaged or sunken storm drains

Crosswalk stripping- 26 crosswalks

Biweekly garbage pickup- 39 garbage receptacles in the village

Set up and weekly maintenance of 27 flower pots throughout the village

Weekly mowing, weed trimming and clean up of 12 parks/parking lots and village guardrails

Tree trimming, planting and tree removal

Removal of sediment under South Chapel bridge

Street sweeping- all village streets and parking lots

Maintenance and cleaning of 2 amphitheaters

Move brush from Palmer dump site to cemetery hill site

June 9th - July 8th

1. Repaired 2 collapsing storm drains on Aldrich st and Walnut st
2. Removed huge cottonwood that fell into thatcher brook on S Chapel
3. Removed storm damaged tree on Mechanic st
4. Cleaned out 4 completely plugged catch basins and drain pipes on Beach st and upper Buffalo st
5. Cut down large tree leaning over Townsend near Miller st.
6. Cleaned ditches on Cemetery hill
7. Paved 2 water leak repairs on Cemetery Hill.
8. Patched Orchard, Johnson, Walnut, N Water, upper Buffalo, Caroline and portions of Cemetery Hill

Sewer Department
Board Meeting Report

July 2026

Treated 20.8 million gallons of sewage

Daily Operations Performed:

- Twice daily samples
- Visual plant inspection twice daily
- Sludge pumping operations

Ongoing Responsibilities:

- Scheduled maintenance tasks performed on process equipment
- Grounds maintenance and upkeep
- Tank cleaning
- Sewer maintenance and flushing

This month additionally we have:

- Completed Monthly DMR for NYSDEC
- Marked dig notices
- Mowed Peter Cooper Landfill and Landfill #2
- Assisted Water Dept
- Compost Building roof repaired
- Electrical contractor installed new energy efficient exterior lighting at the Aldrich Street Pump Station
- Reviewed and denied Casella's request to treat landfill leachate due to loading concerns
- Operators completed webinar and online training for licensing requirements
- Completed (ACT) Advanced Clean Trucks reporting requirement for NYSDEC

Gowanda Water Department

MONTHLY BOARD REPORT

Gowanda- Processed 10,487,100 gallons for the month of June for a daily average of 349,600 gallons. 26 Ufpo. Processed 3 work orders. Water leak on palmer. Called gallman in to dig. Nissan van had issue with transmission solenoid. Kirk cleaned and got it going for now. Keeping up with mowing and weed wacking water lots. Read all meters. Changed two meters that quit working. We patched up the potholes in reservoir driveway. Received chemicals.

Collins 1- Processed 1,779,000 gallons for a daily average of 57,400 gallons. 43 Ufpo. Processed 1 work order. Read all meters. Flushed hydrants. Monthly samples taken. Run dist 1 well early when bad weather was predicted or real heavy rain. Freshen rt 62 through last fire hydrant. Noticed the town put on the new hydrant flags they look good. Install meter and turn on water at new build on flavia clr. Received chemicals

Collins 3- Processed 785,524 gallons for a daily average of 26,184. Read meters. Flush hydrants. Turn on and install meter on mill st.

Village of Gowanda Water Accomplishments

DATE	ACTIVITY
1-Jun	clean screen
2-Jun	clean screen. Backwash filters. Help gallman with leak on palmer st.
3-Jun	clean screen. Fill alum drum. Monthly reports
4-Jun	Clean screen at Res. Kirk fixed transmission cellinoid on the Nissan van
5-Jun	mow water lots. Backwash filters, clean screen. Clean and wash van.
8-Jun	Clean screen at Res. Weed wack at Res. Changed CL2 cylinder
9-Jun	change fluoride. Backwash filters. Check lagoon . Clean up outside of ambulance building. Unclog sink. Push back cemetary hill piles
10-Jun	Read meters. Clean screen. Start manual reads.
11-Jun	finish reading, upload reading. Change meter at harson. Pull boards at reservoir
12-Jun	put boards in. Backwash filters. Few locates.
15-Jun	finish up a few reads. Patch holes in filter plant driveway with milling.
16-Jun	emergency locate. Backwash filters clean screen. Locate for gas company. Look into machine rental.
17-Jun	weed wack around clearwell. Cut brush around lagoon fence and weedwack. Clean screen.
18-Jun	cut limb over driveway. Put boards in. Data log for prospect st.
22-Jun	Pull boards in the morning and put back in the afternoon, ordered chemicals, filled pot holes in filter plant driveway
23-Jun	Clean screen at res. Backwash filters, mow lawns, fix drive belt on the zero turn.
24-Jun	Clean screen at Res. Got Nissan van inspected
25-Jun	Pulled boards, Changed CL2 cylinder and floride carboy. Got Kirk's van inspected.
26-Jun	boards in, backwash filters,
29-Jun	Clean screen at Res., mowed Res, sprayed at filter plant and Res. 1 turn on and 1 final read.
30-Jun	Clean screen at Res. Received chemicals. Adjust cl2 dosage and water speed.



NEW YORK RURAL WATER ASSOCIATION, INC.

PO BOX 487, CLAVERACK, NEW YORK 12513

OFFICE 518-828-3155 FAX 518-828-0582

WEBSITE ADDRESS www.nyruralwater.org



June 11, 2026

Gowanda, Village of
27 East Main Street
Gowanda, NY 14070

Dear Member:

On behalf of the Staff and Board of Directors of the New York Rural Water Association, Inc., we thank you for your continued support to the Association.

Your system has been a member of the New York Rural Water Association, Inc. for **30 years** and we would like to recognize you. We are very proud to have the support of these members.

Enclosed you will find your certificate.

Sincerely,

Cheryl Kearns

Cheryl Kearns
Member Services

Encl. certificate

Save the Dates!!
2027 Annual Conference
Monday, May 17, 2027 - Wednesday, May 19, 2027
at The Turning Stone Resort in Verona, NY



TO PROVIDE ITS MEMBERS WITH THE EXPERTISE AND TRAINING TO MEET PRESENT AND FUTURE CHALLENGES AND TO REPRESENT ITS MEMBERS' INTERESTS AT THE LOCAL, STATE AND FEDERAL LEVELS.

30 YEAR MEMBER

THIS CERTIFICATE PRESENTED TO

Corvanda, Village of

MEMBER OF THE NEW YORK SUBURBAN WATER ASSOCIATION

Phillips & Bechtman



GOWANDA POLICE DEPARTMENT

VILLAGE OF GOWANDA

27 East Main Street
Gowanda, New York 14070

Ross Olszewski
Officer-in-Charge



(716) 532-2020
Fax: (716) 532-3777

JULY 1st, 2026

June,2026 MONTHLY POLICE REPORT

This report indicates activity through 11:59 pm on June 30,2026

- 181 Calls for Service were answered
- 4 Police Reports Filed
- 2 Uniform Traffic Tickets were issued
- 0 Vehicle Accident report filed
- 0 Accident Driver Exchange forms completed.
- 1 Request for warrants from open investigations
- 1 Total Arrests were made:

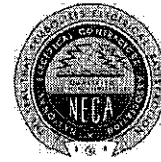
0 - DWI
0 - Felony
1 - Misdemeanors
0 - Violations
1 - Warrant Served

Please contact me at any time regarding questions or concerns.

Respectfully submitted,

Ross Olszewski #7508
Officer in Charge
Gowanda Police Department

**24 HR.
SERVICE**



Village of Gowanda NY
27 East Main Street
Gowanda NY 14070
Attention: Traci Hopkins
June 30th 2026

We are pleased to offer this estimate for electrical work at the address above. Per our conversation and the information provided our scope of work would be:

New 3 Phase Service:

- Provide and install a 3 phase 200 amp over head service with outdoor disconnect, 3 phase meter socket and new indoor 3 phase service panel
- Construct a new 2.5" rigid steel mast adjacent the existing mast
- Provide a 3rd party municipal inspection and coordinate the change over with the village and NYSEG
- Demo and remove the existing indoor main disconnect to make room for the new 3 phase panel
- Route 2x 1" emt conduits with new circuits from the 3 phase panel to the existing air handler loads

Estimate: \$ 14,000.00 Fourteen Thousand Dollars

All work to be performed by local, licensed electricians between the hours of 7:00AM and 3:30PM, Monday through Friday in the year 2026. Work performed outside of these hours is not included in this estimate.

All labor and materials included in this estimate are based on current market pricing. Additional cost may be incurred depending on the project schedule or increased market values. Due to the taxable status of Ahlstrom Schaeffer Electric Corp, we do not accept Capital Improvement Forms. If you feel this is a Capital Improvement, please file for a refund or credit using Form AU-11, Application for Credit or Refund of Sales or Use Tax. Online Business Account users may file electronically by logging into your account and requesting a Sales Tax Refund. Please let us know if you have any questions.

We welcome the opportunity to present this estimate and look forward to working with you on this project. If you have any questions or concerns, please contact our office.

Sincerely,
Adam F. Walker
Estimator

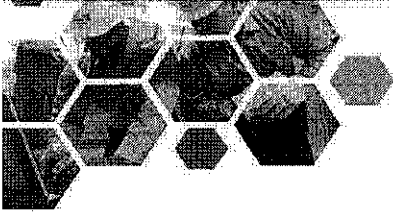
"Quality never costs as much as it saves"

46 Hopkins Avenue □ Jamestown, NY 14701 □ (716) 665-6510 □ Fax (716) 665-5246

Email: info@as-elec.com

www.ahlstrom-schaeffer-elec.com

Replace Variable Speed drive
for the fan motor.



replace VFD
Quote Prepared by Ryan Licht
05/28/2026



PROPOSAL

Account Information

Bill To: GOWANDA VILLAGE CLERK
P O BOX 109 27 E MAIN ST
GOWANDA NY
USA 14070

Quote Reference Number: 1-1RA3FYSC

Project Name: replace VFD

Site: GOWANDA VILLAGE HALL
27 E MAIN ST
GOWANDA NY 14070-1207

Branch Info: JOHNSON CONTROLS BUFFALO NY CB - 0N68

Attn: Traci Hopkins

Customer Information

Name: Traci Hopkins

This proposal is hereby accepted and Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$6,118.58. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 06/27/2026

GOWANDA VILLAGE CLERK

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Building Solutions LLC.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Scope of Work Summary:

This proposal covers the replacement of the variable speed drive (VSD) for the AHU fan motor. The new VSD is larger than the existing unit, requiring modifications to the electrical setup to accommodate its size. The new drive will be installed, wired, and programmed as part of the service. Integration with the Building Management System (BMS) may require a control technician to ensure proper communication and functionality. All equipment and services are quoted through Sourcewell per state contract 080824.

Exclusions:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.
4. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

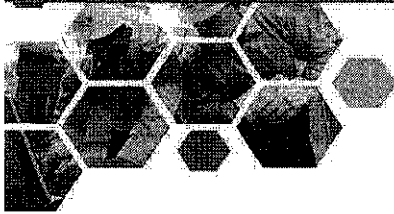
PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

move the Controls System
to the office



Relocate Metasys computer
Quote Prepared by Luke G Finley
06/30/2026



PROPOSAL

Account Information

Bill To: GOWANDA VILLAGE CLERK
P O BOX 109 27 E MAIN ST
GOWANDA NY
USA 14070

Quote Reference Number: 1-1RA8DMQ0

Project Name: Relocate Metasys computer

Site: GOWANDA VILLAGE HALL
27 E MAIN ST
GOWANDA NY 14070-1207

Branch Info: JOHNSON CONTROLS BUFFALO NY CB - 0N68

Attn: Traci Hopkins

Customer Information

Name: Traci Hopkins

This proposal is hereby accepted and Johnson Controls Building Solutions LLC ("JC" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$1,501.36. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 07/03/2026
GOWANDA VILLAGE CLERK

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Building Solutions LLC.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Disconnect Metasys computer and relocate it to the front office, pull Ethernet cord back and reroute it into the front office, extend if needed. Reconnect computer and verify functionality.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

(IMPORTANT): "JC" or "Johnson Controls" shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC's offer and form the basis of any agreement (the "Agreement") resulting from JC's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JC business hours unless otherwise noted, and JC is authorized to proceed with the work; subject, however, to credit approval by JC.

TERMS AND CONDITIONS (Rev. 10.01.2025)

**MASTER CONSULTING SERVICES AGREEMENT
BOA PREDEVELOPMENT & MARKETING**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), is made effective as of July 14, 2026 (the "Effective Date"), by and between the VILLAGE OF GOWANDA, a New York municipal corporation with a principal place of business at 27 East Main Street, Gowanda, New York 14070 (the "Village"), and C & S Engineers Inc. ("Consultant"), a New York corporation whose mailing address is 141 Elm Street, Suite 100, Buffalo, New York 14203.

RECITALS

A. The Village submitted a Brownfield Opportunity Areas Program (the "BOA Program") Application to the New York State Departments of State to conduct BOA Pre-Development and Marketing activities within the Village (the "Application").

B. The Village received a grant funding award of One Hundred and Eighty Thousand and 00/100 Dollars (\$180,000) through the New York State Department of State BOA Program to conduct the Master Contract activities outlined. A copy of the executed Master Contract is attached hereto as Exhibit "A" and incorporated herein by reference.

C. The Village issued a Request for Proposals ("RFP") to seek professional services to coordinate and provide pre-development and marketing activities within its New York State-designated Brownfield Opportunity Area (BOA) to develop marketing strategies and materials for identified key sites to promote redevelopment opportunities to potentially interested businesses, investors, and developers more specifically described in the RFP which is attached hereto as Exhibit "B" and incorporated herein by reference.

D. In response to the RFP, the Consultant issued a Proposal and Statement of Qualifications to the Village (the "Proposal"), a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

The Village and Consultant wish to establish a contractual arrangement whereby Consultant will provide the services defined in Section 3 of the Proposal.

NOW, THEREFORE, in consideration of the mutual promises and the mutual covenants and obligations contained herein, the Village and Consultant hereby agree as follows:

1 SCOPE OF WORK

1.1 Consultant shall perform the work and activities described in Section 3 of the Proposal (the "Services"). Consultant shall provide the Services in accordance with this Agreement and following the Standard Terms and Conditions and Program Specific Terms and Conditions as identified with the Master Contract (Exhibit "A"). The Consultant's obligations under this Agreement are solely for the benefit of the Village and no other party is intended to benefit or have rights hereunder.

1.2 Consultant shall perform the work and activities within the timeframe established and described in Section 7 of the Proposal (the "Services").

2 TERM OF THE AGREEMENT

- 2.1 This Agreement shall be for a term commencing on July 14, 2026 and ending on December 31, 2028 unless otherwise agreed by the parties in writing (the "Term"). The Term may be extended by mutual agreement of the parties in writing.
- 2.2 Termination for convenience. Without prejudice to any other remedies, the Village may terminate this Agreement, at any time without cause by giving thirty (30) days' written notice. If the Village terminates for convenience, its only obligation with respect to payment of fees and expenses of Consultant is to pay for all Services rendered prior to the effective date of termination, in accordance with the terms of this Agreement.
- 2.3 Termination for cause. Either party may terminate this Agreement on the other party's material breach of this Agreement. The non-breaching party must give thirty (30) days' written notice and the opportunity to cure its breach.
- 2.4 Effect of termination. On termination, and on written request by the Village, Consultant shall make available to the Village any and all files associated with the performance of the Services, including all copies thereof, within five (5) days of the effective date of termination. On termination, Consultant shall immediately return all property and files provided by the Village.
- 2.5 Survival. The provisions of this Agreement which, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. All indemnity obligations and any applicable indemnification procedures will be deemed to survive the termination or expiration of this Agreement.

3 COMPENSATION

- 3.1 The Consultant's compensation for the Services to be provided hereunder shall not exceed \$180,000, to be allocated based on the cost per task areas set forth in the Consultant's Proposal and providing all necessary reimbursement details and documentation required in Section III of the Grant Agreement (Exhibit "A").

4 PAYMENT

- 4.1 The Village shall pay to consultant such portion of the fee based on the per cent of completion of each task set forth in the Consultant's Proposal, billed on a quarterly basis. The fee to be paid to Consultant exclusively from the funds awarded to the Village by the BOA Program Grant
- 4.2 Consultant shall be responsible for the payment of all federal, state, and local taxes (including but not limited to, income taxes, F.I.C.A. and unemployment taxes) in connection with the Services provided pursuant to this Agreement and the compensation paid by the Village.

5 INSURANCE COVERAGE

- 5.1 The Consultant shall provide proof of insurance coverage as required by the Village in its standard services agreements.

Certificate of NYS Workers' Compensation Insurance Coverage

Certificate of NYS Disability Insurance Coverage

Commercial General Liability insurance protecting the Village of Gowanda as named additional insured against loss or losses from liabilities arising from bodily injury of persons or damage to the property of others caused by accident or occurrence, including products/completed operations losses, with limits of not less than Two Million Dollars (\$2,000,000) per accident or occurrence

6 INDEPENDENT CONTRACTOR

- 6.1 Consultant is at all times during the performance of Services acting as an independent contractor and neither as an employee, agent or officer of the Village, nor as a joint venture with the Village. Consultant agrees to pay as applicable all personnel taxes, Workers' Compensation premiums, life, health, and automobile insurance premiums, vacation, sick leave, unemployment benefits, or retirement pay for its staff, associated with this Agreement, and shall guaranty payments of all subcontractors' fees for subcontractors retained by the Consultant. Subcontractors shall be responsible for payment of any taxes due on such fees.

- 6.2 Consultant shall have no authority to make commitments of any kind on behalf of the Village. In addition, Consultant shall have no authority to use the name or logo of the Village without the prior written consent of the Village Mayor and the Village Board.

7 STANDARD OF CARE

- 7.1 Consultant shall provide and perform the Services in accordance with generally accepted standards of professional practice and in accordance with the applicable laws, statutes, ordinances, codes, rules, regulations and requirements of any and all Federal, state, and local governmental agencies which may regulate or have jurisdiction over the Services.

8 INDEMNIFICATION

- 8.1 Consultant agrees to indemnify and hold harmless the Village, its board of trustees, officers, employees, and agents, from and against any and all liability, claims, and damages, including but not limited to, reasonable attorneys' fees, costs, and expenses, including all costs of appeal, in connection with or related to the performance of Services and duties under this Agreement and that result from or in: (1) any breach of any representation or warranty by the Consultant; (2) the intentional, negligent, and/or willful acts or omissions of Consultant; and (3) the Consultant's failure to comply with applicable laws and rules.

- 8.2 Indemnification procedures. The Village will: (1) provide the Consultant with reasonably prompt notice of claims; (2) permit the Consultant through mutually

acceptable counsel to answer and defend claims; and (3) provide Consultant with reasonable information and assistance to help Consultant defend claims at the Consultant's expense. The Village will have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9 GOVERNING LAW; JURISDICTION

9.1 Governing Law. The validity, construction, and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to, but not covered by this Agreement, shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of New York.

9.2 Jurisdiction. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in Erie County, New York. If not, the parties consent to exclusive jurisdiction and venue in the Eighth Judicial District, Erie County Supreme Court. If either the Village or Consultant employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal.

10 ENTIRE AGREEMENT; AMENDMENT

10.1 This agreement, constitutes the entire agreement among parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may be modified only by a written agreement signed by the parties.

11 ASSIGNMENT

11.1 Neither this Agreement, nor any rights under this Agreement, may be assigned by either party without the prior written consent of the other party.

12 SEVERABILITY

12.1 If any provisions of this Agreement are found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect an enforceable.

NOTICES

13.1 Any notice or other communication to be given hereunder shall be in writing and delivered in person, sent by confirmed facsimile, sent by registered or certified mail, proper postage prepaid, return receipt requested, or sent by e-mail to such party at the address or number set forth below:

If to the Village: Village of Gowanda
27 East Main Street
Gowanda, New York 14070
Telephone: (716) 532-3353
E-Mail: gowandavillageth@gmail.com
Attn: Traci Hopkins

If to the Consultant: C&S Engineers, Inc
141 Elm Street, Suite 100
Buffalo, New York 14203
Telephone: 716-847-1630
E-Mail: driker@cscos.com
Attn: Dan Riker

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
_____ day of _____, 2026

VILLAGE OF GOWANDA

C&S ENGINEERS, INC.

Signature

Signature

Name

Name

Title

Title

EXHIBIT A
EXECUTED GRANT AGREEMENT

EXHIBIT B
REQUEST FOR PROPOSALS (RFP)

EXHIBIT C
CONSULTANT PROPOSAL

VILLAGE OF GOWANDA

27 East Main Street
Gowanda NY 14070

PREPAY	CHECK:
CONTRACT	
NEW	X DATE:

Department CAPITAL PROJECT - WWTP Project

Claimant's BECC Electric
Name and 69 Orchard Street
Address Fredonia, NY 14063

POSTED

JUN 16 2026

DUE: 7/14/2026

FUND APPROF	CODE	AMOUNT
H6989.63		\$152,958.88
Construction- WWTP		

TOTAL	\$152,958.88
-------	--------------

DATES	INVOICE	DESCRIPTION OF MATERIALS	UNI	AMOUNT
6/16/2026		Pay App #8- WWTP Capital Project to Period 5/31/2026		\$152,958.88
		Pay app detail attached		
		\$582,950.00		
		Net Change Order \$48,617.57		
		<u>Retainer (5%)</u>		
		Retainage Total Completed Total Paid		
		Pay App #1- BECC \$5,827.50 \$116,550.00 \$110,722.50		
		Pay App #2- BECC \$3,120.00 \$62,400.00 \$59,280.00		
		Pay App #3- BECC \$5,354.00 \$107,080.00 \$101,726.00		
		Pay App #4- BECC \$2,855.07 \$57,101.47 \$54,246.40		
		Pay App #5- BECC \$2,810.54 \$56,210.76 \$53,400.22		
		Pay App #6- BECC \$1,141.25 \$22,825.00 \$21,683.75		
		Pay App #7- BECC \$889.63 \$17,792.50 \$16,902.87		
		Retainage \$21,997.99		
		Pay App #8- BECC \$130,960.89 \$130,960.89		
		plus release of retainage \$21,997.99		
		\$570,920.62 \$570,920.62		
		TOTAL		\$152,958.88

CLAIMANT'S CERTIFICATION

I, _____ certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE	SIGNATURE	TITLE
------	-----------	-------

(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered to or furnished to the municipality on the dates stated and the charges are correct.

6/14/26
DATE

[Signature]
AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE AUDITING BOARD



June 12, 2026

Mayor Mark Nephew
Village of Gowanda
27 East Main Street
Gowanda, New York 14070

SUBJECT: VILLAGE OF GOWANDA
Wastewater Treatment Facilities Improvements Project
CONTRACT NO: 24-1E
WENDEL PROJECT NO. 394021
PAY REQUEST NO. 8

Dear Mayor Nephew:

We are enclosing Payment Request No. 8 from BECC Electric on the above referenced project in the amount of \$152,958.88. This pay request includes release of the retainage from the original work on this project as all punchlist items have been completed. The change order work for the new ferric chloride system still needs to be done, but the held retainage was not for that work. We have checked all items, find them to be in order, and would recommend payment of this request.

If you have any questions, please feel free to contact our office.

Sincerely,

Brian M. Sibiga, PE

Enclosures



BECC ELECTRIC
69 Orchard St
Fredonia, NY 14063
Phone: (716) 363-7602
Fax: (716) 366-9528

235485

CUST VILLAGE OF GOWANDA
27 EAST MAIN ST
GOWANDA, NY 14070

PROJ IMPROVEMENTS WWTP & UPGRADES
27 EAST MAIN STREET
Gowanda, NY 14070

CONTRACT	CONTRACT NUMBER	ASPH PAV	IN SERVICE	BSM		
VILGOW	24-1E	8	5/28/2026	Net 30		1

ORIGINAL CONTRACT SUM	582,950.00
NET CHANGE BY CHANGE ORDERS	48,617.57
CONTRACT SUM TO DATE	631,567.57
TOTAL COMPLETED AND STORED TO DATE	570,920.62
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	570,920.62
LESS PREVIOUS CERTIFICATES FOR PAYMENT	417,961.74
SALES TAX	0.00
CURRENT PAYMENT DUE	152,958.88
 BALANCE TO FINISH, PLUS RETAINAGE	 60,646.95



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:
VILLAGE OF GOWANDA
27 EAST MAIN ST
GOWANDA, NY 14070

PROJECT:
IMPROVEMENTS WWTP & UPGRADES
27 EAST MAIN STREET
Gowanda, NY 14070

FROM CONTRACTOR:
BECC ELECTRIC
69 Orchard St
Fredonia, NY 14063

VIA ARCHITECT:
WENDEL
Centerpointe Corporate Park
375 Essjay Rd, Suite 200 Williamsville

APPLICATION NO: 8
PERIOD TO: 5/31/2026
CONTRACT FOR: ELECTRICAL
CONTRACT DATE: 2/15/2024
PROJECT NOS: 24-1E /
INVOICE NO: 235485

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 582,950.00
2. NET CHANGE BY CHANGE ORDERS	\$ 48,617.57
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 631,567.57
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 570,920.62

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 570,920.62

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE	\$ 152,958.88
------------------------	---------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

	\$ 60,646.95
--	--------------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 8,578.04
Total approved this month	\$ 57,195.61	\$ 0.00
TOTAL	\$ 57,195.61	\$ 8,578.04
NET CHANGES by Change Order	\$ 48,617.57	

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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01971404

#27262-8rev1

Date: 05/28/26

SHANNON M CASE

NOTARY PUBLIC-STATE OF NEW YORK

No. 01CA6274492

day of

Notary Public: Shannon M Case

My commission expires: 1/7/2029

me this 28th May 2026

day of

Notary Public: Shannon M Case

My commission expires: 1/7/2029

day of

Notary Public: Shannon M Case

My commission expires: 1/7/2029

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Notary Public: Shannon M Case

Continuation Sheet

Page 2

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 5/28/2026
PERIOD TO: 5/31/2026
ARCHITECT'S PROJECT NO: 24-1E

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Mobilization	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00
2	Temporary Facilities	3,000.00	2,850.00	150.00	0.00	3,000.00	0.00	0.00
3	260500 Demolition	10,000.00	9,500.00	500.00	0.00	10,000.00	0.00	0.00
4	260533 Feeders Labor	45,000.00	36,000.00	9,000.00	0.00	45,000.00	0.00	0.00
5	260533 Feeders Material	36,000.00	28,800.00	7,200.00	0.00	36,000.00	0.00	0.00
6	260533 Site Utilities Labor	90,000.00	63,000.00	27,000.00	0.00	90,000.00	0.00	0.00
7	260533 Site Utilities Material	35,000.00	24,500.00	10,500.00	0.00	35,000.00	0.00	0.00
8	265100 Site Lighting Labor	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00
9	265100 Site Lighting Material	3,000.00	2,700.00	300.00	0.00	3,000.00	0.00	0.00
10	262416 Distribution Labor	30,000.00	24,000.00	6,000.00	0.00	30,000.00	0.00	0.00
11	262416 Distribution Material	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00	0.00
12	260519 Branch Power Labor	40,000.00	34,000.00	6,000.00	0.00	40,000.00	0.00	0.00
13	260519 Branch Power Material	20,000.00	17,000.00	3,000.00	0.00	20,000.00	0.00	0.00
14	265001 Interior Lighting Labor	9,000.00	7,200.00	1,800.00	0.00	9,000.00	0.00	0.00
15	265001 Interior Lighting Material	30,000.00	23,100.00	6,900.00	0.00	30,000.00	0.00	0.00
16	262726 Wiring Devices Labor	3,000.00	2,100.00	900.00	0.00	3,000.00	0.00	0.00
17	262726 Wiring Devices Material	2,000.00	1,400.00	600.00	0.00	2,000.00	0.00	0.00
	GRAND TOTAL							

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 5/28/2026
PERIOD TO: 5/31/2026
ARCHITECT'S PROJECT NO: 24-1E

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)							
18	260500 Mechanical Equipment Labor	9,000.00	7,650.00		1,350.00	0.00	9,000.00	100	0.00	0.00
19	260500 Mechanical Equipment Material	4,050.00	3,442.50		607.50	0.00	4,050.00	100	0.00	0.00
20	260526 Grounding Labor	1,000.00	800.00		200.00	0.00	1,000.00	100	0.00	0.00
21	260526 Grounding Material	300.00	240.00		60.00	0.00	300.00	100	0.00	0.00
22	262924 269000 Integration/Control Labor	61,800.00	52,530.00		9,270.00	0.00	61,800.00	100	0.00	0.00
23	262924 269000 Integration/Control Material	30,800.00	26,180.00		4,620.00	0.00	30,800.00	100	0.00	0.00
24	Allowance	50,000.00	14,400.76		32,147.90	0.00	46,548.66	93	3,451.34	0.00
25	Change Order #1	-8,578.04	-6,433.53		-2,144.51	0.00	-8,578.04	100	0.00	0.00
26	Change Order #2	57,195.61	0.00		0.00	0.00	0.00	0	57,195.61	0.00
	GRAND TOTAL	631,587.57	439,959.73		150,960.89	0.00	570,920.62	90	60,646.95	0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

VILLAGE OF GOWANDA

27 East Main Street
Gowanda NY 14070

PREPAY	CHECK:
CONTRACT	
NEW	X DATE:

Department CAPITAL PROJECT - WWTP Project

Claimant's STC Construction Inc.
Name and PO Box 459
Address 63 Zoar Valley Road
Springville, NY 14141
DUE: 7/14/2026

POSTED

JUN 13 2026

FUND APPROP	CODE	AMOUNT
H6989.63		\$289,106.91
Construction- WWTP		
TOTAL		\$ 289,106.91

DATES	INVOICE	DESCRIPTION OF MATERIALS	UNI	AMOUNT
6/16/2026	Pay App #20- WWTP Capital Project to Period 5/31/2026 Pay app detail attached			\$ 289,106.91

CLAIMANT'S CERTIFICATION

I, _____ certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE	SIGNATURE	TITLE
	(Space below for Municipal Use)	

DEPARTMENT APPROVAL

The above services or materials were rendered to or furnished to the municipality on the dates stated and the charges are correct.

6/16/26 [Signature]
DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE AUDITING BOARD



June 12, 2026

Mayor Mark Nephew
Village of Gowanda
27 East Main Street
Gowanda, New York 14070

**SUBJECT: VILLAGE OF GOWANDA
WASTEWATER TREATMENT FACILITIES IMPROVEMENT PROJECT
CONTRACT NO: 24-1G
WENDEL PROJECT NO. 394021
PAY REQUEST NO. 20**

Dear Mayor Nephew:

We are enclosing Payment Request No. 20 from STC Construction, Inc. on the above referenced project in the amount of \$289,106.91. This pay request is also reducing STC's retainage for the original scope of work from 5% to 1% since the original scope of work is complete except for a few minor punchlist items. The remaining work is the change order for the new ferric system. We have checked all items, find them to be in order, and would recommend payment of this request.

If you have any questions, please feel free to contact our office.

Sincerely,

Brian M. Sibiga, PE

Enclosures

STC

Construction, Inc.

LETTER OF TRANSMITTAL

P.O. Box 459
Springville, New York 14141-0459
Phone (716) 592-3400 Fax (716) 592-4367

TO Wendel Companies

375 Essay Road, Suite 200

Williamsville, NY 14221

DATE 06/01/2026	JOB NO. 2404
TRANSMITTAL NO. T-024	
ATTENTION Tim Walck - Email and Mail	
RE: Village of Gowanda WWTP Improvements and Aldrich PS Upgrades Contract No. 24-1G	

WE ARE SENDING YOU ☒ Attached ☐ Hand Carry ☐ Under separate cover via _____ the following items:

- ☐ Plans ☐ Specifications ☐ Shop Drawings/Submittals ☐ Samples ☐ O & M Manuals
☐ Copy of Letter/Memo ☐ Contract ☐ Change Order ☒ As Described Below

COPIES	DATE	NO.	DESCRIPTION
1	---	---	Original, Executed Payment Application No. 20
1 each	---	---	Certified Payroll for the weeks ending 11/30/25, 12/07/25, 12/14/25, 12/21/25, 12/28/25, 01/04/26, 01/11/26, 01/18/26, 01/25/26, 02/01/26, 02/08/26, 02/15/26, 02/22/26, 03/01/26, 03/08/26, 03/15/26, 03/22/26, 03/29/26, 04/05/26, 04/12/26, 04/19/26, 04/26/26, 05/03/26, 05/10/26, 05/17/26, and 05/24/26
1 each	---	---	Certified Payroll for Specialty Erectors (Alp Steel) for the weeks ending 03/09/25, 03/16/25, 05/11/25, 09/21/25, and 12/14/25 with OSHA cards for Derrick Smith, Alex Morris, Kenneth Olejniczak, Benjamin Platt, Thomas McGough, Tony Warner, Michael Sophic, & Jay Stafford
1 each	---	---	Certified Payroll for Brockman Brothers for the weeks ending 04/24/25 and 05/01/25 with OSHA cards for Donald J. Brockman and William Brockman
1 each	---	---	Certified Payroll for Chautauqua Hydroseeding for the week ending 05/16/26 with OSHA cards for William Deault and Eric Greene
1 each	---	---	Certified Payroll for Door Specialties for the weeks ending 01/13/26 and 02/17/26 with OSHA card for Alan Loeser
1 each	---	---	Certified Payroll for H Olsen & Sons for the weeks ending 11/08/25, 05/02/26, and 05/09/26 with OSHA cards for Matt Abram, Edwin Ernst, David Gage, Christopher Hunt, David Stuart, James Shutt, and Gerald Olsen Jr.
1 each	---	---	Certified Payroll for Iroquois Bar Corp. for the weeks ending 12/21/25 and 12/28/25
1 each	---	---	Certified Payroll for Pro Dock and Door for the weeks ending 05/10/25 and 05/16/26 with OSHA cards for Aaron Martin, James Haley, and Peter Rattanaphasouk
1 each	---	---	Certified Payroll for RP Mechanical for the weeks ending 11/22/25 and 11/29/25 with OSHA card for David F. Kerker

THESE ARE TRANSMITTED as checked below:

- ☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____ Copies for Approval
☒ For Your Use ☐ Approved as Noted ☐ Submit _____ Copies for Distribution
☐ As Requested ☐ Returned for Corrections ☐ Return _____ Corrected Prints
☐ For Review and Comment ☐ _____

☐ FOR BIDS DUE _____ 20 _____

☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS: _____

cc:

Jeff Telecky

SIGNED: _____

Norris Poleon, Project Manager

If enclosures are not as noted, kindly notify us at once.

AIA DOCUMENT G702/Cma

TO OWNER:

Village of Gowanda
27 East Main Street
Gowanda, NY 14070

PROJECT:

Village of Gowanda
WWTP Improvements & Aldrich PS Upgrades
Contract 24-1G

APPLICATION NO.
PERIOD TO :
STC PROJECT NO.

20
05/31/26
2404

DISTRIBUTION TO:
☐ OWNER
☐ CONSTRUCTION
MANAGER

FROM CONTRACTOR:

STC Construction, Inc.
P.O. Box 459, 63 Zoar Valley Road
Springville, New York 14141

ENGINEER:

Wendel
375 Essjay Road
Suite 200
Williamsville, NY 14221

CONTRACT DATE:

☐ ARCHITECT
☐ CONTRACTOR

CONTRACT FOR: 24-1G - GENERAL CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

This undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM

\$ 5,527,300.00

2. Net Change By Change Orders

\$ 495,840.00

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 6,023,140.00

4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)

\$ 5,590,693.44

5. RETAINAGE

\$ 55,906.93

\$

Total Retainage (Line 5a & 5b or
Total in Column 1 of G703)

\$ 55,906.93

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)

\$ 5,534,786.51

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)

\$ 5,245,679.60

8. CURRENT PAYMENT DUE

\$ 289,106.91

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 488,363.49

CONTRACTOR: STC Construction, Inc

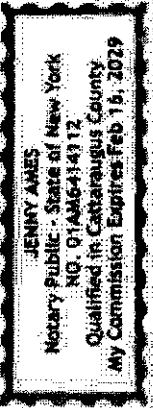
By:  Norris Poleon, Project Manager

Date: 6/12/2026

State of: New York
County of: Erie
Subscribed and sworn to before
me this 1st day of June 2026

NOTARY PUBLIC:

My Commission expires: 02-16-2029



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 289,106.91

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the Amount Certified) CONSTRUCTION MANAGER:

By:

ENGINEER:



Date:

6/12/2026

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total charges approved in previous month by Owner		\$47,979.00	
Total approved this Month		\$447,861.00	
TOTALS:		\$495,840.00	
NET CHANGES by Change Order		\$495,840.00	

AIA DOCUMENT G703

INDEX

**Village of Gowanda
WWTP Improvements & Aldrich PS Upgrades**

APPLICATION NO.:	20
APPLICATION DATE:	06/01/26
PERIOD TO:	05/31/26
STC PROJECT NO.:	2404

A		B	C		D	E		F	G	H	I
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D+E)	TOTAL COMPLETED AND STORED TO DATE (G+E+F)	% (H/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE) 1%
1G	General Construction - \$5,264,800.00										
	General Conditions	\$ 107,500.00	\$ 107,500.00	\$ -			\$ -	\$ 107,500.00	100.00%	\$ -	\$ 1,075.00
	As-Builts and O&Ms	\$ 10,000.00	\$ 7,500.00	\$ -			\$ -	\$ 7,500.00	75.00%	\$ 2,500.00	\$ 75.00
	Preliminary Treatment Improvements										
	Mass Excavation	\$ 20,000.00	\$ 20,000.00	\$ -			\$ -	\$ 20,000.00	100.00%	\$ -	\$ 200.00
	Subbase, Structural Fill, and Backfill	\$ 50,000.00	\$ 50,000.00	\$ -			\$ -	\$ 50,000.00	100.00%	\$ -	\$ 500.00
	Rebar Materials	\$ 25,000.00	\$ 25,000.00	\$ -			\$ -	\$ 25,000.00	100.00%	\$ -	\$ 250.00
	Rebar Installation	\$ 24,000.00	\$ 24,000.00	\$ -			\$ -	\$ 24,000.00	100.00%	\$ -	\$ 240.00
	Form & Pour Lower Sump in Grit Structure	\$ 13,400.00	\$ 13,400.00	\$ -			\$ -	\$ 13,400.00	100.00%	\$ -	\$ 134.00
	Form & Pour Grit Tank Base Slab	\$ 7,000.00	\$ 7,000.00	\$ -			\$ -	\$ 7,000.00	100.00%	\$ -	\$ 70.00
	Form & Pour Grit Tank Walls	\$ 35,000.00	\$ 35,000.00	\$ -			\$ -	\$ 35,000.00	100.00%	\$ -	\$ 350.00
	Form & Pour Grit Tank Top Slab	\$ 20,000.00	\$ 20,000.00	\$ -			\$ -	\$ 20,000.00	100.00%	\$ -	\$ 200.00
	Form & Pour Influent & Effluent Channel Footers/Slabs	\$ 29,000.00	\$ 29,000.00	\$ -			\$ -	\$ 29,000.00	100.00%	\$ -	\$ 290.00
	Form & Pour Influent & Effluent Channel Walls & Top	\$ 50,000.00	\$ 50,000.00	\$ -			\$ -	\$ 50,000.00	100.00%	\$ -	\$ 500.00
	Form & Pour Building Foundation Wall Footers	\$ 19,000.00	\$ 19,000.00	\$ -			\$ -	\$ 19,000.00	100.00%	\$ -	\$ 190.00
	Form & Pour Building Foundation Walls	\$ 65,000.00	\$ 65,000.00	\$ -			\$ -	\$ 65,000.00	100.00%	\$ -	\$ 650.00
	Form & Pour Concrete Floor Slab	\$ 15,000.00	\$ 15,000.00	\$ -			\$ -	\$ 15,000.00	100.00%	\$ -	\$ 150.00
	Misc. Steel (Grating, Splash Plate, Weir)	\$ 20,000.00	\$ 20,000.00	\$ -			\$ -	\$ 20,000.00	100.00%	\$ -	\$ 200.00
	Mod's at Existing Influent Tank	\$ 12,500.00	\$ 12,500.00	\$ -			\$ -	\$ 12,500.00	100.00%	\$ -	\$ 125.00
	SHEET 1 TOTAL	\$ 522,400.00	\$ 519,900.00	\$ -			\$ -	\$ 519,900.00	99.52%	\$ 2,500.00	\$ 5,199.00
	SHEET 2 TOTAL	\$ 1,390,900.00	\$ 1,390,800.00	\$ -			\$ -	\$ 1,390,800.00	100.00%	\$ -	\$ 13,908.00
	SHEET 3 TOTAL	\$ 1,879,500.00	\$ 1,879,505.00	\$ 2,885.00			\$ -	\$ 1,873,500.00	100.00%	\$ -	\$ 18,735.00
	SHEET 4 TOTAL	\$ 1,327,700.00	\$ 1,321,100.00	\$ 9,600.00			\$ -	\$ 1,327,700.00	100.00%	\$ -	\$ 13,277.00
	SHEET 5 TOTAL	\$ 908,740.00	\$ 419,363.00	\$ 58,430.44			\$ -	\$ 478,793.44	52.69%	\$ 429,946.56	\$ 4,787.93
	PROJECT TOTAL	\$ 6,023,140.00	\$ 5,521,768.00	\$ 68,928.44			\$ -	\$ 5,590,693.44	92.82%	\$ 432,446.56	\$ 55,908.93

CONTINUATION SHEET

AIA DOCUMENT G703

SHEET 2

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Used Column I on Contracts where variable retainage for firm items may apply.

Village of Gowanda
WWTP Improvements & Altrich PS Upgrades

APPLICATION NO.: 20
APPLICATION DATE: 06/01/26
PERIOD TO: 05/31/28
STC PROJECT NO. 2404

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D+E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE) 1%
				FROM PREVIOUS APPLICATION (D+E)						
	Precast Building Submittals	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00			\$ -	\$ 22,500.00	\$ -	\$ 225.00
	Precast Building Materials	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00			\$ -	\$ 180,000.00	\$ -	\$ 1,800.00
	Precast Building Installation	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00			\$ -	\$ 45,000.00	\$ -	\$ 450.00
	Roofing Materials	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00			\$ -	\$ 15,000.00	\$ -	\$ 150.00
	Roofing Installation	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00			\$ -	\$ 15,000.00	\$ -	\$ 150.00
	Metal Trim Materials	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			\$ -	\$ 5,000.00	\$ -	\$ 50.00
	Metal Trim Installation	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00			\$ -	\$ 3,500.00	\$ -	\$ 35.00
	Man Door Materials	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00			\$ -	\$ 12,000.00	\$ -	\$ 120.00
	Man Door Installation	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00			\$ -	\$ 4,000.00	\$ -	\$ 40.00
	Overhead Door Materials	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00			\$ -	\$ 10,000.00	\$ -	\$ 100.00
	Overhead Door Installation	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00			\$ -	\$ 3,000.00	\$ -	\$ 30.00
	Interior Masonry Wall	\$ 7,700.00	\$ 7,700.00	\$ 7,700.00			\$ -	\$ 7,700.00	\$ -	\$ 77.00
	Painting	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00			\$ -	\$ 50,000.00	\$ -	\$ 500.00
	Stop Gate Submittals	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00			\$ -	\$ 1,400.00	\$ -	\$ 14.00
	Stop Gate Materials	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00			\$ -	\$ 12,000.00	\$ -	\$ 120.00
	Stop Gate Installation	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00			\$ -	\$ 1,200.00	\$ -	\$ 12.00
	PT Building Piping Materials	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00			\$ -	\$ 32,500.00	\$ -	\$ 325.00
	PT Building Piping Installation	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00			\$ -	\$ 15,000.00	\$ -	\$ 150.00
	Installation of Bar Screen & Washer Compactor	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00			\$ -	\$ 15,000.00	\$ -	\$ 150.00
	Grit System Submittals	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00			\$ -	\$ 38,000.00	\$ -	\$ 380.00
	Grit System Materials	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00			\$ -	\$ 350,000.00	\$ -	\$ 3,500.00
	Grit System Installation	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00			\$ -	\$ 20,000.00	\$ -	\$ 200.00
	Grit System Startup	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00			\$ -	\$ 10,000.00	\$ -	\$ 100.00
	Instrumentation Materials	\$ 104,000.00	\$ 104,000.00	\$ 104,000.00			\$ -	\$ 104,000.00	\$ -	\$ 1,040.00
	Instrumentation Installation	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00			\$ -	\$ 2,000.00	\$ -	\$ 20.00
	Instrumentation Startup	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00			\$ -	\$ 1,000.00	\$ -	\$ 10.00
	Screen & Washer Compactor Submittals	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00			\$ -	\$ 40,000.00	\$ -	\$ 400.00
	Screen & Washer Compactor Equipment	\$ 360,000.00	\$ 360,000.00	\$ 360,000.00			\$ -	\$ 360,000.00	\$ -	\$ 3,600.00
	Screen & Washer Compactor Installation	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00			\$ -	\$ 10,000.00	\$ -	\$ 100.00
	Screen & Washer Compactor Startup	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			\$ -	\$ 5,000.00	\$ -	\$ 50.00
	SHEET 1 TOTAL	\$ 622,400.00	\$ 622,400.00	\$ 519,900.00			\$ -	\$ 519,900.00	\$ 102,500.00	\$ 5,199.00
	SHEET 2 TOTAL	\$ 1,390,800.00	\$ 1,390,800.00	\$ 1,390,800.00			\$ -	\$ 1,390,800.00	\$ -	\$ 13,908.00
	SHEET 3 TOTAL	\$ 1,873,500.00	\$ 1,873,500.00	\$ 1,870,605.00			\$ 2,895.00	\$ 1,873,500.00	\$ -	\$ 18,735.00
	SHEET 4 TOTAL	\$ 1,327,700.00	\$ 1,327,700.00	\$ 1,321,100.00			\$ 6,600.00	\$ 1,327,700.00	\$ -	\$ 13,277.00
	SHEET 5 TOTAL	\$ 908,740.00	\$ 908,740.00	\$ 419,363.00			\$ 59,430.44	\$ 478,793.44	\$ 429,946.56	\$ 4,787.93
	PROJECT TOTAL	\$ 6,023,140.00	\$ 6,023,140.00	\$ 5,521,768.00			\$ 68,925.44	\$ 5,590,693.44	\$ 432,446.56	\$ 5,590.63

CONTINUATION SHEET

AIA DOCUMENT G703

SHEET 3

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Used Column I on Contracts where variable retainage for line items may apply.

Village of Gowanda
WWTW Improvements & Aldrich PS Upgrades

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
STC PROJECT NO.

20
06/01/26
05/31/26
2404

A	B	C	D	E	F	G	H	I
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D+E)	TOTAL COMPLETED AND STORED TO DATE (D+E+G)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE) 1%
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
	Influent Pump Station & Valve Vault							
	Submittals for Precast	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 75.00
	Precast Materials	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	\$ -	\$ 750.00
	Precast Excavation, Installation & Backfill	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	\$ -	\$ 1,500.00
	Piping Materials	\$ 140,000.00	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	\$ -	\$ 1,400.00
	Piping Installation	\$ 14,500.00	\$ 14,500.00	\$ -	\$ -	\$ 14,500.00	\$ -	\$ 145.00
	Pump & Control Panel Submittals	\$ 52,000.00	\$ 52,000.00	\$ -	\$ -	\$ 52,000.00	\$ -	\$ 520.00
	Pump & Control Panel Materials Delivered	\$ 470,000.00	\$ 470,000.00	\$ -	\$ -	\$ 470,000.00	\$ -	\$ 4,700.00
	Pump & Control Panel Materials Installed	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 25.00
	Pump & Control Panel Startup	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 20.00
	Davit Crane	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 80.00
	Yard Piping, Manholes, and Meter Vaults							
	Submittals for Precast	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	\$ -	\$ 38.00
	Precast Materials	\$ 38,000.00	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00	\$ -	\$ 380.00
	Install Influent MH & 24" to Pump Station	\$ 31,250.00	\$ 31,250.00	\$ -	\$ -	\$ 31,250.00	\$ -	\$ 312.50
	Install 12" FM & Flow Meter Vault to Influent MH	\$ 39,000.00	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00	\$ -	\$ 390.00
	Install 12" FM & Flow Meter Vault from PS to Gnt & Bypass	\$ 57,900.00	\$ 55,005.00	\$ 2,895.00	\$ -	\$ 57,900.00	\$ -	\$ 579.00
	Install 14" Overflow from Wet Well to MH	\$ 26,250.00	\$ 26,250.00	\$ -	\$ -	\$ 26,250.00	\$ -	\$ 262.50
	Install 15" Influent from Existing MH to new MH	\$ 22,500.00	\$ 22,500.00	\$ -	\$ -	\$ 22,500.00	\$ -	\$ 225.00
	Install 4" SAN to 15" Influent	\$ 14,800.00	\$ 14,800.00	\$ -	\$ -	\$ 14,800.00	\$ -	\$ 148.00
	Install 1-1/4" Water Line	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	\$ -	\$ 95.00
	Install Storm & New Overflow MH	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 250.00
	Aldrich Street Pump Station							
	Demolition	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	\$ -	\$ 180.00
	Pump Submittals	\$ 57,000.00	\$ 57,000.00	\$ -	\$ -	\$ 57,000.00	\$ -	\$ 570.00
	Pumps Delivered	\$ 517,000.00	\$ 517,000.00	\$ -	\$ -	\$ 517,000.00	\$ -	\$ 5,170.00
	Pipity & Other Materials	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	\$ -	\$ 650.00
	Installation	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 250.00
	Startup	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 20.00
	SHEET 1 TOTAL	\$ 622,400.00	\$ 619,900.00	\$ -	\$ -	\$ 619,900.00	\$ 2,500.00	\$ 5,109.00
	SHEET 2 TOTAL	\$ 1,390,800.00	\$ 1,390,800.00	\$ -	\$ -	\$ 1,390,800.00	\$ -	\$ 13,908.00
	SHEET 3 TOTAL	\$ 1,973,500.00	\$ 1,870,895.00	\$ 2,895.00	\$ -	\$ 1,873,500.00	\$ -	\$ 18,735.00
	SHEET 4 TOTAL	\$ 1,327,700.00	\$ 1,321,100.00	\$ 6,600.00	\$ -	\$ 1,327,700.00	\$ -	\$ 13,277.00
	SHEET 5 TOTAL	\$ 908,740.00	\$ 419,363.00	\$ 59,430.44	\$ -	\$ 478,793.44	\$ 429,946.56	\$ 4,787.93
	PROJECT TOTAL	\$ 6,023,140.00	\$ 5,521,766.00	\$ 68,925.44	\$ -	\$ 5,590,693.44	\$ 432,446.56	\$ 55,906.93

CONTINUATION SHEET

AIA DOCUMENT G703

SHEET 4

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Used Column I on Contracts where variable retainage for line items may apply.

Village of Gowanda
WWTP Improvements & Altnich PS Upgrades

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
STC PROJECT NO.

20
06/01/26
05/31/26
2404

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D+E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE) 1%
			FROM PREVIOUS APPLICATION (D+E)						
	Control Building Improvements								
	Demolition	\$ 13,200.00	\$ 6,600.00	\$ 6,600.00	\$ -	\$ -	\$ 13,200.00	\$ -	\$ 132.00
	Pump Submittals	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 40.00
	Pumps Delivered	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 350.00
	Piping & Other Materials	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 80.00
	Installation	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 90.00
	Startup	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 25.00
	Final Clarifier Improvements								
	Clarifier Equipment Submittals	\$ 41,000.00	\$ 41,000.00	\$ -	\$ -	\$ -	\$ 41,000.00	\$ -	\$ 410.00
	Clarifier Equipment Materials	\$ 371,000.00	\$ 371,000.00	\$ -	\$ -	\$ -	\$ 371,000.00	\$ -	\$ 3,710.00
	Demolition	\$ 26,000.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ 26,000.00	\$ -	\$ 260.00
	Painting	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 100.00
	Clarifier Equipment Installation	\$ 72,000.00	\$ 72,000.00	\$ -	\$ -	\$ -	\$ 72,000.00	\$ -	\$ 720.00
	Startup & Testing	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 50.00
	Chlorine Contact Tank Improvements								
	Rebar Materials	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 30.00
	Rebar Installation	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 40.00
	UV Equipment Submittals	\$ 56,000.00	\$ 56,000.00	\$ -	\$ -	\$ -	\$ 56,000.00	\$ -	\$ 560.00
	UV Equipment Materials	\$ 503,000.00	\$ 503,000.00	\$ -	\$ -	\$ -	\$ 503,000.00	\$ -	\$ 5,030.00
	UV Equipment Startup	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 25.00
	Concrete Demolition	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 500.00
	Concrete Infill	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ 900.00
	Steel & Grating Materials	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 150.00
	Steel & Grating Installation	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 75.00
	SHEET 1 TOTAL	\$ 522,400.00	\$ 519,900.00	\$ -	\$ -	\$ -	\$ 519,900.00	\$ 2,500.00	\$ 5,199.00
	SHEET 2 TOTAL	\$ 390,800.00	\$ 1,390,800.00	\$ -	\$ -	\$ -	\$ 1,390,800.00	\$ -	\$ 13,908.00
	SHEET 3 TOTAL	\$ 1,873,500.00	\$ 1,870,805.00	\$ 2,695.00	\$ -	\$ -	\$ 1,873,500.00	\$ -	\$ 18,735.00
	SHEET 4 TOTAL	\$ 1,327,700.00	\$ 1,321,100.00	\$ 6,600.00	\$ -	\$ -	\$ 1,327,700.00	\$ -	\$ 13,277.00
	SHEET 5 TOTAL	\$ 908,740.00	\$ 418,983.00	\$ 59,430.44	\$ -	\$ -	\$ 478,793.44	\$ 429,946.56	\$ 4,787.83
	PROJECT TOTAL	\$ 6,023,140.00	\$ 5,521,768.00	\$ 68,925.44	\$ -	\$ -	\$ 5,590,693.44	\$ 432,446.56	\$ 55,506.93

CONTINUATION SHEET

AIA DOCUMENT G703

SHEET 5

AIA document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Used Column I on Contracts where variable retainage for line items may apply.

Village of Gowarda
WWTP Improvements & Aldrich PS Upgrades

APPLICATION NO. 20
APPLICATION DATE: 06/01/26
PERIOD TO: 05/31/26
STC PROJECT NO. 2404

A		B		C		D		E		F		G		H		I	
BID ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D + E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATED 1%)								
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD													
	Sitework																
	Demo sidewalks, Asphalt, topsoil, trees, fencing	\$ 34,000.00	\$ 34,000.00	\$ -	\$ -	\$ -	\$ 34,000.00	100.00%	\$ -	\$ 340.00							
	Installation of Concrete Sidewalks & Pavement	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	100.00%	\$ -	\$ 200.00							
	Paving Subbase & Prep	\$ 30,000.00	\$ 28,500.00	\$ 1,500.00	\$ -	\$ -	\$ 30,000.00	100.00%	\$ -	\$ 300.00							
	Paving	\$ 41,500.00	\$ 20,750.00	\$ 20,750.00	\$ -	\$ -	\$ 41,500.00	100.00%	\$ -	\$ 415.00							
	Lawn Grading and Restoration	\$ 12,000.00	\$ 3,000.00	\$ 9,000.00	\$ -	\$ -	\$ 12,000.00	100.00%	\$ -	\$ 120.00							
	Installation of New Fencing	\$ 12,900.00	\$ 12,900.00	\$ -	\$ -	\$ -	\$ 12,900.00	100.00%	\$ -	\$ 129.00							



375 Essjay Road, Suite 200, Williamsville, New York 14221
P 716.688.0766 F 716.625.6825

Change Order

Change Order No.: 1
Contract No.: 24-1M
Owner File No.: _____
Wendel Project No.: 394021

Date: 5/21/2026
Sheet 1 of 1

Project: WWTP Improvements and Aldrich PS Upgrades

Owner's Name: Village of Gowanda

Contractor's Name: Quackenbush Co., Inc.

DESCRIPTION OF CHANGE TO CONTRACT OR EXTRA WORK:

1. Contingency allowance was not utilized so deduct change order is being processed.

REASON FOR MODIFICATION OR NEED FOR EXTRA WORK:

1. Contingency allowance not utilized.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 170,908.00

Net changes from previous Change Orders

\$ N/A

Net Decrease of this Change Order

\$ (10,000.00)

Contract Price with all approved Change Orders

\$ 160,908.00

CHANGE IN CONTRACT SCHEDULE:

Original Contract Schedule

Substantial Completion: Friday, November 21, 2025

Ready for final payment: Friday, December 19, 2025
days or dates

Net change from previous Change Orders

N/A

Net Increase of this Change Order 0 Days

Contract Schedule with all approved Change Orders

Substantial Completion: Friday, November 21, 2025

Ready for final payment: Friday, December 19, 2025
days or dates

APPROVALS:

Contractor Name Quackenbush Co., Inc.

Contractor Signature _____

Date: 5/28/26

Engineer Name Brian Sibiga, PE, Wendel Companies

Engineer Signature Brian Sibiga

Date: 6/5/2026

Owner Name Mark Nephew, Village of Gowanda Mayor

Owner Signature _____

Date: _____

VILLAGE OF GOWANDA

27 East Main Street
Gowanda NY 14070

PREPAY	CHECK:
CONTRACT	
NEW	X DATE:

Department CAPITAL PROJECT - WWTP Project

Claimant's Quackenbush Co. Inc.
Name and 495 Kennedy Road
Address Buffalo, NY 14227

POSTED

JUN 16 2026

DUE: 7/14/2026

FUND APPROP	CODE	AMOUNT
H6989.63		\$16,606.09
Construction- WWTP		
TOTAL		\$ 16,606.09

DATES	INVOICE	DESCRIPTION OF MATERIALS	UNI	AMOUNT
6/16/2026	WWTP Capital Project			
	Pay App #5 thru 12/31/25			\$ 5,235.69
	Pay App #6 thru 3/31/2026			\$ 3,325.00
	Pay App #7 thru 3/31/2026 - Final			\$ 8,045.40
	Pay app detail attached			
	<u>Retainer (5%)</u>	<u>Total Paid</u>	<u>Retainage</u>	
	Pay App #1	\$11,283.15	\$593.85	
	Pay App #2	\$55,521.23	\$2,922.17	
	Pay App #3	\$69,338.22	\$3,649.38	
	Pay App #4	\$8,159.31	\$429.44	
Pay App #5	\$5,235.69	\$275.56		
Pay App #6	\$3,325.00	\$175.00		
	\$152,862.60	\$8,045.40		
	Pay App #7	\$8,045.40 Release of Retainage		
		\$160,908.00		
		157408		
		TOTAL		\$ 16,606.09

CLAIMANT'S CERTIFICATION

I, _____ certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied, that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE	SIGNATURE	TITLE
------	-----------	-------

(Space below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered to or furnished to the municipality on the dates states and the charges are correct.

6/16/26
DATE
AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the approx-
priations indicated above.

DATE
AUDITING BOARD

DATE
VILLAGE CLERK



June 5, 2026

Mayor Mark Nephew
Village of Gowanda
27 East Main Street
Gowanda, New York 14070

**SUBJECT: VILLAGE OF GOWANDA
WASTEWATER TREATMENT FACILITIES IMPROVEMENTS PROJECT
CONTRACT NO: 24-1M
WENDEL PROJECT NO. 394021
PAY REQUEST NO. 5, 6 AND 7 (FINAL)**

Dear Mayor Nephew:

We are enclosing Payment Requests Numbers 5, 6 and 7 (Final) from Quackenbush Co., Inc. on the above referenced project in the total combined amount of \$16,606.09. Pay Request No. 7 is the Final Pay Request and is paying for all retainage. Also enclosed are the following closeout documents:

- Certified Payroll with each pay request.
- Change Order No. 1, which is a \$10,000 deduct change order for contingency allowance that was not used.
- Consent of Surety to Final Payment
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- Major Subcontractors' Affidavits of Release of Liens

Wendel has checked all items, find them to be in order, and would recommend payment of all three pay requests.

If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian M. Sibiga".

Brian M. Sibiga, PE

Enclosures

Cc: Traci Hopkins, Treasurer Village of Gowanda

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO

CUSTOMER Village of Gowanda
704 27 East Main Street
Gowanda, NY 14070

PROJECT: WWTP Improvements
and Aldrich PS upgrades

APPLICATION NO: 43-159-5

Distribution to:

☐ OWNER

☐ ARCHITECT

PERIOD TO: 12/31/2025

Contract No.: 24-111

☒ CONTRACTOR

☐ MANAGER

CONTRACT DATE: 2/14/2024

FROM CONTRACTOR:

Quackenbush Co., Inc.

495 Kenteds Road

Buffalo NY 14227

VIA ARCHITECT: Wendel

Project # 3040-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 170,908.00

2. Net change by Change Orders -

3. CONTRACT SUM TO DATE (Line 1 + 2) 170,908.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 157,408.00

5. RETAINAGE:

a. 5% of Completed Work (Column D + E on G703) \$ 7,870.40

b. of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 7,870.40

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 144,301.91

8. CURRENT PAYMENT DUE \$ 5,235.69

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) 21,370.40

CONTRACTOR: QUACKENBUSH CO., INC.

By: *Joseph G. Jones*

State of New York

County of Erie

Subscribed and sworn to before me this January 8, 2024

Notary Public:

My Commission expires

MICHELLE L. JONES
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 12/27/2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 5,235.69

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet when one is changed to conform to the original certificate.)

ARCHITECT:

By: *Timothy J. Wabke*

Date: 6/5/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		0.00	0.00
Total approved this Month		0.00	0.00
TOTALS		0.00	0.00
NET CHANGES by Change Order		0.00	

Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO: 43-158-5

APPLICATION DATE: 12/31/2025

PERIOD TO: 12/31/2025

CONTRACT NO.: 24-1M

FROM CONTRACTOR: Quackenbush Co., Inc.

A QTY	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-D-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	Village of Gowanda							
	WWTP Improvements & Altrich PS Upgrades							
1	Bond/Insurance	11,877.00	11,877.00	0.00		11,877.00	0.00	593.85
2	Submittals	3,500.00	3,500.00	0.00		3,500.00	0.00	175.00
3	Mobilization	2,500.00	2,500.00	0.00		2,500.00	0.00	125.00
4	Equipment	67,898.00	67,898.00	0.00		67,898.00	0.00	3,394.90
5	Materials	9,750.00	9,750.00	0.00		9,750.00	0.00	487.50
6	Labor	42,908.00	42,908.00	0.00		42,908.00	0.00	2,145.40
7	Test & Balance	2,750.00	0.00	2,750.00		2,750.00	0.00	137.50
8	Insulation	6,475.00	6,151.25	323.75		6,475.00	0.00	323.75
9	Job Meeting	2,500.00	1,875.00	625.00		2,500.00	0.00	125.00
10	Safety	2,500	1,875.00	625.00		2,500.00	0.00	125.00
11	Cleanup	4,750	3,562.50	1,187.50		4,750.00	0.00	237.50
12	Close out Documents	3,500	0.00	0.00		0.00	3,500.00	0.00
13	Allowance	10,000	0.00	0.00		0.00	10,000.00	0.00
	CONTRACT TOTALS	170,908.00	151,896.75	5,511.25	0.00	157,408.00	13,500.00	7,870.40

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO

CUSTOMER Village of Gowanda
704 27 East Main Street
Gowanda, NY 14070

PROJECT: WWTP Improvements
and Aldrich PS upgrades

APPLICATION NO: 43-159-6

Distribution to:

☐ OWNER

☐ ARCHITECT

PERIOD TO: 3/31/2026

FROM CONTRACTOR:

Quackenbush Co., Inc.
495 Kennedy Road
Buffalo NY 14227

VIA ARCHITECT: Wendel

Project # 3940-21

Contract No.: 24-1M

☒ CONTRACTOR

☐ MANAGER

CONTRACT DATE: 2/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 170,908.00
2. Net change by Change Orders	\$ (10,000.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 160,908.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 160,908.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	\$ 8,045.40
b. of Stored Material (Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 8,045.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 152,862.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 149,537.60
8. CURRENT PAYMENT DUE	\$ 3,325.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 8,045.40

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		0.00	0.00
Total approved this Month		0.00	(10,000.00)
TOTALS		0.00	(10,000.00)
NET CHANGES by Change Order			(10,000.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been completed
in accordance with the Contract Documents, that all amounts have been paid by the Contractor
for Work for which previous Certificates for Payment were issued and payments received
from the Owner, and that current payment shown herein is now due.

CONTRACTOR: QUACKENBUSH CO., INC.

By:  Date: 03/30/2024

State of New York

County of Erie

MICHELLE L. JONES

No. 01J06036359

March 30, 2024

Notary Public

My Commission expires 12/27/2029

Qualified in Erie County



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated, the quality
of the Work is in accordance with the Contract Documents, and the Contractor is entitled to
payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: \$ 3,325.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:  Date: 6/15/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract

Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. 43-159-6
APPLICATION DATE: 3/31/2026
PERIOD TO: 3/31/2026
CONTRACT NO.: 24-1M

FROM CONTRACTOR: Quackenbush Co., Inc.

A QTY	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-Q/G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	Village of Gowanda							
	WWTP Improvements & Aldrich PS Upgrades							
1	Bond/Insurance	11,877.00	11,877.00	0.00		11,877.00	0.00	593.85
2	Submittals	3,500.00	3,500.00	0.00		3,500.00	0.00	175.00
3	Mobilization	2,500.00	2,500.00	0.00		2,500.00	0.00	125.00
4	Equipment	67,898.00	67,898.00	0.00		67,898.00	0.00	3,394.90
5	Materials	9,750.00	9,750.00	0.00		9,750.00	0.00	487.50
6	Labor	42,908.00	42,908.00	0.00		42,908.00	0.00	2,145.40
7	Test & Balance	2,750.00	2,750.00	0.00		2,750.00	0.00	137.50
8	Insulation	6,475.00	6,475.00	0.00		6,475.00	0.00	323.75
9	Job Meeting	2,500.00	2,500.00	0.00		2,500.00	0.00	125.00
10	Safety	2,500.00	2,500.00	0.00		2,500.00	0.00	125.00
11	Cleanup	4,750.00	4,750.00	0.00		4,750.00	0.00	237.50
12	Close out Documents	3,500.00	0.00	3,500.00		3,500.00	0.00	175.00
13	Allowance	10,000.00	0.00	10,000.00		10,000.00	0.00	500.00
	CONTRACT TOTALS	170,908.00	157,408.00	13,500.00	0.00	170,908.00	0.00	8,545.40
	CHANGE ORDERS							
	CO#1 Unused allowance	(10,000.00)	0.00	(10,000.00)		(10,000.00)	0.00	(500.00)
	CHANGE ORDER TOTALS	(10,000.00)	0.00	(10,000.00)	0.00	(10,000.00)	0.00	(500.00)
	GRAND TOTALS	160,908.00	157,408.00	3,500.00	0.00	160,908.00	0.00	8,045.40

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO

CUSTOMER Village of Gowanda
704 27 East Main Street
Gowanda, NY 14070

PROJECT: WWTP Improvements
and Aldrich PS upgrades

APPLICATION NO: 43-159-7 Final
Distribution to:
☐ OWNER

PERIOD TO: 3/31/2026
☐ ARCHITECT

FROM CONTRACTOR:
Quackenbush Co., Inc.
495 Kennedy Road
Buffalo NY 14227

VIA ARCHITECT: Wendel
Project # 3940-21

Contract No.: 24-1M
☒ CONTRACTOR
☐ MANAGER
CONTRACT DATE: 2/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 170,908.00
2. Net change by Change Orders \$ (10,000.00)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 160,908.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 160,908.00
5. RETAINAGE:
- a. 5% of Completed Work (Column D + E on G703) \$ -
- b. of Stored Material (Column F on G703) \$ -
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 160,908.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 152,862.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 8,045.40
8. CURRENT PAYMENT DUE \$ -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: QUACKENBUSH CO., INC.

By: [Signature] Date: 03/30/2026
State of New York
Subscribed and sworn to before me this March 30, 2026 County of Erie
Notary Public: MICHELLE L. JONES No. 01J06035389
My Commission expires: 12/27/2029 Qualified in Erie County
My Commission Expires: 12/27/2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 8,045.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 3/5/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00	0.00
Total approved this Month	0.00	0.00	(10,000.00)
TOTALS	0.00	0.00	(10,000.00)
NET CHANGES by Change Order			(10,000.00)

Document: G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 43-189-7 Final

APPLICATION DATE: 3/31/2026

PERIOD TO: 3/31/2026

CONTRACT NO.: 24-1M

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

FROM CONTRACTOR: Quackenbush Co., Inc.

A QTY	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C @ G)	I RETAINAGE (IF VARIABLE RATE)
	Village of Gowanda									
	WWTP Improvements & Aldrich PS Upgrades									
1	Bond/Insurance	11,877.00	11,877.00		0.00			11,877.00	0.00	0.00
2	Submittals	3,500.00	3,500.00		0.00			3,500.00	0.00	0.00
3	Mobilization	2,500.00	2,500.00		0.00			2,500.00	0.00	0.00
4	Equipment	67,898.00	67,898.00		0.00			67,898.00	0.00	0.00
5	Materials	9,750.00	9,750.00		0.00			9,750.00	0.00	0.00
6	Labor	42,908.00	42,908.00		0.00			42,908.00	0.00	0.00
7	Test & Balance	2,750.00	2,750.00		0.00			2,750.00	0.00	0.00
8	Insulation	6,475.00	6,475.00		0.00			6,475.00	0.00	0.00
9	Job Meeting	2,500.00	2,500.00		0.00			2,500.00	0.00	0.00
10	Safety	2,500.00	2,500.00		0.00			2,500.00	0.00	0.00
11	Cleanup	4,750.00	4,750.00		0.00			4,750.00	0.00	0.00
12	Close out Documents	3,500.00	3,500.00		0.00			3,500.00	0.00	0.00
13	Allowance	10,000.00	10,000.00		0.00			10,000.00	0.00	0.00
	CONTRACT TOTALS	170,908.00	170,908.00		0.00		0.00	170,908.00	0.00	0.00
	CHANGE ORDERS									
	CO#1 Unused allowance	(10,000.00)	(10,000.00)		0.00			(10,000.00)	0.00	0.00
	CHANGE ORDER TOTALS	(10,000.00)	(10,000.00)		0.00		0.00	(10,000.00)	0.00	0.00
	GRAND TOTALS	160,908.00	160,908.00		0.00		0.00	160,908.00	0.00	0.00



Traci Hopkins <gowandavillageth@gmail.com>

RE: Service Contract Cust ID# 42052 Village Of Gowanda

1 message

Robert Baez <RobertB@goapg.com>

17 June 2026 at 10:01

To: Traci Hopkins <gowandavillageth@gmail.com>



Good morning Traci,

Thank you for including the renewal on your upcoming agenda. I did want to provide a bit of context around the pricing we've secured and completely understand the board's desire to explore whether there's any additional room on the rate.

Your most recent contract was at \$0.0869/kWh for a 12-month term, and after reconnecting with our pricing team, I was able to negotiate that down to a new 12-month fixed rate of \$0.0859/kWh.

To be transparent, the initial options that came back from pricing were actually a bit higher given current market conditions. With recent upward pressure on energy costs across the board, there's been a general trend toward higher pricing. I pushed back to ensure we were at least able to deliver a reduction from your prior term, and \$0.0859/kWh is the lowest rate they are able to offer for a 12-month fixed agreement at this time.

In terms of timing, these fixed-rate offers are typically valid for 30 days. Since your board meeting falls just outside of that window, I'll proactively reconnect with our Pricing Team to request an extension, so you have a few extra days after the meeting to make a decision. I'll keep you posted once I have confirmation on that.

From a market standpoint, this rate is still very competitive- it's currently over 40% lower than the default supply rate through NYSEG (approximately \$0.1424/kWh). While we don't compete directly with the utility, our goal is to provide price stability and protection against market volatility, which this fixed option accomplishes.

Please let me know if it would be helpful for me to join the discussion or provide any additional information for the board ahead of the meeting. I'm happy to support however needed.

Kind regards,

Robert Baez

Senior Executive Account Manager

1-800-205-7491 ext: 2344

FIXED RATE SALES AGREEMENT RENEWABLE ELECTRIC SUPPLY MASS MARKET

CUSTOMER DISCLOSURE STATEMENT

Price	50% Renewable Fixed Rate per KWH is \$ <u>0.0859</u> . The price does not include charges for services normally charged by the local utility. The price reflects the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. AP&G has the right to modify the fixed rate to reflect Regulatory Change, however, customer affirmative consent is required prior to any material changes, see below Section 7 for more details.
Length of the agreement and end date	The Term is 12 months. Start date will begin on the date the utility switches your account(s) to AP&G and continue 12 Billing cycles thereafter. For more details, see below Section 2. Term.
Process customer may use to rescind the agreement without penalty.	A Customer may rescind by calling our toll-free number at 1-800-205-7491 within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation.	No Termination Fees. For more details, see below Section 6. Termination.
Amount of Late Payment Fee and method of calculation.	There may be a 1.5% late payment charge from the utility on the unpaid balance of your bill.
Provisions for renewal of the agreement.	After the Initial Term, unless otherwise agreed, this agreement will continue with the rate the customer had at the time of expiration until such time that the customer gives affirmative consent to a new rate or agreement, the customer cancels, or AP&G returns the customer to the utility after giving at least 15 days' notice. For more details see Section 2 - Term.
Guaranteed Savings	This agreement does not offer guaranteed savings below the utility price.
Compensation Disclosure	If an energy consultant was used as part of this transaction, the consultant representative receives a commission payment between \$8 and \$25 paid by bank wire. Depending on tiers and production levels, the Consultant may also receive additional compensation, bonuses, commissions, and/or prizes.
Renewable Energy Product	50% of your electric energy under this agreement will be matched with electricity generated by deliverable renewable energy sources. For more details see Section 3.1.

TERMS & CONDITIONS

1. Agreement to Sell and Purchase Energy. This is an agreement between American Power & Gas LLC ("AP&G"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with AP&G (the "Agreement"). Subject to the terms and conditions of this Agreement, AP&G agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by AP&G, necessary to meet Customer's requirements based upon consumption data obtained by AP&G from the delivery schedule of your Local Distribution Company or "LDC" (your electric Utility Company). Note: AP&G is not affiliated with and does not represent the LDC.

2. Term. This Agreement's start date will begin on the date the utility switches your account(s) to AP&G and continue for 12 billing cycles thereafter (the "Initial Term"). Two notices will be sent no less than 30 days or more than 60 days prior to the contract expiration. After the Initial Term, unless otherwise agreed, this agreement will continue with the rate the customer had at the time of expiration. Residential customers will receive an additional notice before the issuance of the first billing statement but not more than ten days prior to the issuance of that bill. For all customers, that rate will continue until such time that the customer gives affirmative consent to a new rate or agreement, the customer cancels, or AP&G returns the customer to the utility after giving at least 15 days' notice.

3. Rate/Billing. The price per kWh for all electricity sold to the customer during the term under this Agreement is as stated in the above disclosure.

Billing: AP&G will invoice Customer monthly for electricity supplied under this Agreement, as measured by the Local Distribution Company (LDC) (this is your local utility company). Customer will receive a single bill for both commodity and delivery costs from your local utility company/LDC. AP&G may assign and sell

Customer accounts receivable to the LDC. As applicable, the LDC will handle your budget billing service. In the event of failure to remit payment when due by a residential customer, AP&G may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of AP&G charges due on any consolidated bill prepared by the LDC for AP&G will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3.

3.1 50% Renewable Energy Product. Electric customers are guaranteed that 50% of your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS or by purchasing Tier 1 RECs from NYSEERDA or by procuring RECs from eligible renewable generators through bilateral contracts or by entering into bundled energy and REC purchase agreements with eligible renewable generators.

4. Credit/Security Deposit. The customer acknowledges that AP&G has the right to administer a credit review prior to providing the service(s) listed within this agreement. The result of the check may determine that a security deposit or other credit assurances is required. The amount determined due by AP&G shall be paid within ten (10) days of the date the request is made. If you fail to make such a deposit within this timeframe, you will not be enrolled for service with AP&G.

5. Load Changes. This section is not applicable to residential mass market customers. The customer will give AP&G a minimum of 30-day notice of any significant load change in its usage, including, but not limited to the sale or closure of a site. AP&G will use the load information from your utility company to purchase power for you, the customer, and as the customer, you are responsible for payment of any actual damages incurred as a result of such changes. If the Customer has a change in usage over 15%, the customer will pay for the increase in Load at AP&G's full cost of providing that usage, plus margin. If the Customer has a change in usage below 15%, the customer will pay the full cost of liquidating that load. AP&G will calculate the amount of such costs in a reasonable manner and submit an invoice to the customer which will be due and payable (within thirty (30) days). AP&G reserves the right to cancel any account that falls 15% above or below the usage established at the start of this agreement.

6. Termination. If the customer cancels/terminates this agreement for any reason, there are no early termination fees (ETF). In the event the customer is deceased before the end of the contract term, no fee for termination or early cancellation will be assessed.

7. Regulatory Changes/Rate Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to your rate, AP&G shall have the right to modify this Agreement upon affirmative consent to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

8. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of AP&G. AP&G may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS (Department of Public Service).

9. Information Release Authorization. Customer authorizes AP&G to obtain and review the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by AP&G to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to AP&G. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to AP&G or by calling AP&G at 1.800.205.7491. AP&G reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

10. Consumer Protections Regarding Termination of Services. The services provided by (ESCO) to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. AP&G will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to AP&G, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting AP&G at 1-800-205-7491 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact the Department ESCO hotline for inquiries regarding the competitive retail energy market at 1-888-697-7728.

11. Rescission. A residential or commercial Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting AP&G at 1-800-205-7491 or in writing. Customer is liable for all AP&G charges until Customer returns to the LDC or goes to another supplier.

12. Agency: Customer hereby designates AP&G as agent to; (a) arrange and administer contracts and service agreements between Customer and AP&G and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. AP&G as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO AP&G load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above. The foregoing is not intended to and in no way shall operate to create any fiduciary duties between AP&G and Customer, nor shall the foregoing operate to create any Principal-Agent relationship between AP&G and Customer for any other purposes.

13. Warranty. This Agreement, including any enrollment forms and applicable attachments, as written, makes up the entire Agreement between Customer and AP&G. AP&G makes no representations or warranties other than those expressly set forth in this Agreement, and AP&G expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. Force Majeure. AP&G will make commercially reasonable efforts to provide electricity hereunder but AP&G does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of AP&G ("Force Majeure Events") may result in interruptions in service. AP&G will not be liable for any such interruptions caused by a Force Majeure Event, and AP&G is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, an electric facility outage), or any other cause beyond AP&G's control.

15. Liability. The remedy in any claim or legal proceeding by Customer against AP&G will be solely limited to direct actual damages, which will under no circumstances exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months of the time period in dispute. Customer shall not pursue or recover any additional damages or amounts from AP&G, and all other remedies at law or in equity are hereby waived. In no event will either AP&G or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. Customer & AP&G acknowledge that there are no third-party beneficiaries to this Agreement.

16. AP&G Contact Information. Customer may contact AP&G's Customer Service Center Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) at 1-800-205-7491, or customerservice@goapg.com or by writing to AP&G at: American Power & Gas, 10601 Belcher Road South, Seminole, FL 33777.

17. Dispute Resolution. The services provided by AP&G to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving AP&G's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact AP&G by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

18. Confidentiality. Unless disclosure is required by law, neither party will divulge the disclosure or terms of this agreement. The parties shall be entitled to all remedies available in seeking relief in connection with this confidentiality obligation. This provision will survive the end of this agreement for a period of two years.

19. Customer Generation: The Rate per kWh for the Term specified within this agreement is conditioned on Customer's warranty that, the Customer does not own any on-site generation (except for emergency back-up generation used when the LDC is not capable of delivering energy) or thermal storage capabilities. Customer acknowledges that the use of such on-site generation impacts the customer's historical consumption, current and future usage and that the implementation of such on-site generation would be a breach of this agreement.

20. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions. Except as to matters submitted to DPS as described in Paragraph 14 of this Agreement, any dispute between AP&G and Customer, whether arising or based in any contract, statute, regulation, or tort, shall be decided by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., and shall be venued exclusively in the State of New York and in the County where services are being provided under this Agreement, or where AP&G and Customer mutually agree. Any claim, arbitration, action, or proceeding shall proceed only on an individual basis. Neither AP&G nor Customer shall be permitted to join or consolidate disputes involving others in any claim, arbitration, action, or proceeding, nor shall any claim, arbitration, action, or proceeding be brought or maintained as a class action or in any representative capacity. **AP&G AND CUSTOMER UNDERSTAND THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION.**

21. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

22. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on AP&G's net income, shall be paid by Customer, and Customer agrees to indemnify AP&G and hold AP&G harmless from and against any and all such taxes.

23. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.572.1131. Customer should then call AP&G at 1.800.205.7491.

24. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In the case of telephonic or electronic enrollment, execution shall be deemed provided in accordance with, and pursuant to the methods authorized under the New York Uniform Business Practices codes.

You can receive notifications, future marketing communications, and promotional offers from AP&G sent via automated text message or email, frequency will vary, and message and data rates may apply. You may opt out of receiving these communications at any time by following the instructions contained within the message or contacting us directly. Do you consent to receiving these messages?

Customer signature: _____

Date of signature: _____

Customer print name: Traci Hopkins

Customer phone number: (716) 532-3353

Mailing address: 27 E Main St., Gowanda, NY 14070

Account number: N01000005846175

Service address: Near 113 W Main St, Gowanda, NY 14070

Account number: N01000000082420

Service address: NEAR 201 ALDRICH ST, GOWANDA, NY 14070

Account number: N01000000108233

Service address: 27 W MAIN ST, GOWANDA, NY 14070

Account number: N01000000146860

Service address: ALDRICH & WATER ST PUMP STA, GOWANDA, NY 14070

Account number: N01000000156646

Service address: 1 INDUSTRIAL PL, GOWANDA, NY 14070

Account number: N01000001497395

Service address: 47 W HILL ST PUMP STA, GOWANDA, NY 14070

Account number: N01000003748324

Service address: ST LT COLLINS R3, GOWANDA, NY 14070

Account number: N01000004077327

Service address: CRESTWOOD DR P1, GOWANDA, NY 14070

Account number: N01000007276850

Service address: ST LTG R2, GOWANDA, NY 14070

Account number: N01000007811854

Service address: ST LTG R2, GOWANDA, NY 14070

Account number: N01000008430126

Service address: NEAR 46 UNION ST GAZEBO, GOWANDA, NY 14070

Account number: N01000008474074

Service address: SANDHILL RD, GOWANDA, NY 14070

Account number: N01000008759326

Service address: NEAR 35 SAINT JOHN ST, GOWANDA, NY 14070

Account number: N01000009077942

Service address: NEAR 48 N WATER ST, GOWANDA, NY 14070

Account number: N01000001945203

Service address: POINT PETER RD P10, GOWANDA, NY 14070

Account number: N01000002327666

Service address: 95 BEECH ST, GOWANDA, NY 14070

Account number: N01000003322401

Service address: ST LT PERSIA TN R3, GOWANDA, NY 14070

Account number: N01000059914887

Service address: 138 PALMER STREET, GOWANDA, NY 14070

Account number: N01000000710715

Service address: HILL ST P27, GOWANDA, NY 14070

Account number: N01000001136936

Service address: HILL ST PF2 F83204, GOWANDA, NY 14070

Account number: N01000061892253

Service address: 1 INDUSTRIAL PL, GOWANDA, NY 14070

Account number: N01000060474087

Service address: SOUTH WATER ST STL SC04, GOWANDA, NY 14070

Account number: N01000007667389

Service address: 27 E MAIN ST, GOWANDA, NY 14070

Account number: _____

Service address: _____

Account number: _____

Service address: _____



VILLAGE OF GOWANDA

"Gateway to the Southern Tier"

27 E Main Street ♦ Gowanda NY 14070

(716)532-3353 ♦ Fax (716)532-2938

"The Village of Gowanda is an Equal Opportunity Provider and Employer."

Village of Gowanda RESOLUTION

DATE: July 14, 2026

BOARD RESOLUTION TITLE: Resolution to request Cattaraugus County Soil & Water Conservation District to serve as lead agency to apply for funding through New State Department of Environmental Conservation's (NYSDEC) *Non-Agricultural Nonpoint Source and MS4 Planning Grant (NPG)* program; and

WHEREAS, the New York Department of Environmental Conservation has issued a Request for Proposals inviting Soil & Water Conservation Districts, Municipalities, or groups acting jointly to submit proposals for funding under Round 7 of the Non-Agricultural Nonpoint Source and MS4 Planning Grant program; and

WHEREAS, funds are available for the planning of projects that consist of activities that will reduce, abate, control, or prevent nonpoint source pollution originating from non-agricultural sources; including, but not limited to, stormwater runoff, soil erosion & sedimentation, etc.; and

WHEREAS, the Cattaraugus County Soil & Water Conservation District is desirous of acting as lead agency to apply for funding through the New York State Department of Environmental Conservation Non-Agricultural Nonpoint Source and MS4 Planning Grant program for partial reimbursement to assist with the planning and design of a nonpoint source pollution project, and

WHEREAS, the Village of Gowanda is interested in participating in this program and is in support of Cattaraugus County Soil & Water Conservation District's assistance in securing this grant funding;

NOW, THEREFORE, BE IT RESOLVED that the Village of Gowanda Board of Directors hereby requests Cattaraugus County Soil & Water Conservation District to serve as lead agency to apply and submit the aforementioned grant application on behalf of the Village of Gowanda.

APPROVED:

I hereby certify that the forgoing resolution was duly passed and adopted by the Village of Gowanda Board of Directors at a meeting held on the ____ day of _____ in the year 2026.

On motion of _____ and seconded by _____, the resolution passes and is hereby ADOPTED.

Signature: _____

Title: _____

Village of Gowanda

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Package
 - Property
 - Inland Marine
 - Crime
 - General Liability
 - Law Enforcement Liability
 - Public Officials Liability
- Automobile Liability
- Excess Liability
- Owners & Contractors Protective Liability
- Cyber Liability

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "*Client Authorization to Bind Coverage*":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Christopher Ross

Christopher Ross
Client Service Manager, Senior

Enclosure



Village of Gowanda

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	Role	Email	Phone
Randy Glenn, AAI cyRM CCIC Area Vice President	Producer	Randy_Glenn@ajg.com	716-863-1856
Christopher Ross Client Service Manager, Senior	Client Service Manager	Christopher_Ross@ajg.com	716-926-8448
Deanne Hutchinson-Pinto Claims Advocate Senior	Claims Advocate (P&C)	Deanne_Pinto@ajg.com	716-926-8696

Premium Summary

The estimated program cost for the options are outlined in the following table:

Policy Type	Current	Proposed
Package		
Property	50,252.03	56,965.66
Boiler & Machinery	5,745.00	6,511.00
Liability	19,421.00	20,613.00
Crime	1,507.00	1,498.00
Inland Marine	7,617.00	7,646.00
Law Enforcement		
Liab.	28,465.00	26,892.00
Public Officials Liab.	14,111.00	14,411.00
Package Total	127,118.03	134,536.66
Auto	13,208.00	12,403.00
Excess Liability	6,801.00	7,359.00
OCP	275.00	275.00
Cyber	2,461.76	2,539.56
Totals	\$149,863.79	\$157,113.22

Property values increase 4% for renewal.

Added 2025 Mack mid-term.

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Village of Gowanda

Coverage Highlights

Package – Renewal

Recommended Quote	
Policy Term	07/01/2026 - 07/01/2027
Carrier Information	New York Municipal Insurance Reciprocal
Package – Property	
Premium & Exposures	
Property Premium	\$63,239.00
NY Fire Insurance Fee	\$237.66
Estimated Cost	\$63,476.66
Exposure / Total Insurable Value	\$34,629,822 – Total Insured Value
Valuation	Building: Replacement Cost* *Unless Otherwise Specified For Building In Exceptions Table Below Personal Property - Replacement Cost
Coinurance (Agreed Amount)	Agreed Value - Building, Business Personal Property
Perils Covered (Special)	Special – Including Theft
Core Property Coverage	
Blanket Limit @ 90% - Building, Business Personal Property	\$31,166,840
Flood/Earthquake (Real & Personal Property)* * Locations Listed On A Functional Replacement Cost endorsement are not covered by this enhancement	Per Occurrence - \$1,000,000 Aggregate - \$1,000,000
Equipment Breakdown:	
Equipment Breakdown	\$31,166,840
Loss Of Income/Extra Expense	\$5,000,000
Service Interruption	\$2,500,000
Demolition	\$10,000,000
Ordinance Or Law	\$10,000,000
Hazardous Substance	\$2,500,000
Data Restoration	\$2,500,000
Expediting Expenses	Included
Spoilage	\$2,500,000
Errors In Description	Included
Newly-Acquired "Real Property" And "Personal Property"	\$5,000,000
Public Relations	\$5,000
"Personal Property" Off Your Premises	\$10,000
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Property Deductibles	
Windstorm or Hail:	\$5,000
Flood/Earthquake	See MPR 112
All Other Causes of Loss	\$5,000
Spoilage Deductible	\$5,000
Loss Of Income/Extra Expense Deductible	\$5,000
Property Damage Deductible	\$5,000
Other Significant Terms and Conditions / Restrictions	
Equipment Breakdown Coverage Premium: \$6,511.00	

Village of Gowanda

Package - Inland Marine	
Premium Summary	
Inland Marine Premium	\$7,646.00
Estimated Cost	\$7,646.00
Coinsurance (Agreed Amount)	Agreed Value is applicable to vehicles scheduled for auto physical damage and contractors equipment on the Inland Marine policy. An annual updated schedule of values is required
Core Inland Marine Coverages	
Unscheduled Equipment	\$50,000
Fire Department Equipment	\$40,000
Contractor's Equipment	\$511,455
Auto Physical Damage >= \$250K	\$257,297
Auto Physical Damage	\$915,010
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Inland Marine Deductible	
Unscheduled Equipment	\$500
Fire Department Equipment	\$500
Contractor's Equipment	\$500
Auto Physical Damage >= \$250K	\$500
Auto Physical Damage	\$500

Package - Crime	
Premium & Exposures	
Crime Premium	\$1,498.00
Estimated Cost	\$1,498.00
Exposure	# OF EMPLOYEES Treasurer 1 Village Clerk 1
Core Crime Coverages	
Form Type	Loss Sustained
Insuring Agreements - Limit Of Insurance Per Occurrence	
Employee Theft (Per Loss)	\$200,000
Forgery or Alteration	\$50,000
Inside the Premises	
• Theft of Money and Securities	\$15,000
• Robbery or Safe Burglary of Other Property	\$15,000
Outside the Premises	\$15,000
Computer Fraud and Funds Transfer Fraud	\$100,000
Money Orders or Fraudulent Impersonation	\$15,000
Faithful Performance Of Duty	
• Employee Theft - Per Loss Coverage	\$200,000 Per Occurrence
Excess Limit Of Insurance Each Employee	Treasurer - \$500,000 Village Clerk - \$500,000
Crime Deductible	
Deductible Amount - Per Occurrence	
Employee Theft (Per Loss)	\$1,000
Forgery or Alteration	\$1,000
Inside the Premises	

Village of Gowanda

• Theft of Money and Securities	\$1,000
• Robbery or Safe Burglary of Other Property	\$1,000
Outside the Premises	\$1,000
Computer Fraud and Funds Transfer Fraud	\$1,000
Money Orders or Fraudulent Impersonation	\$1,000

Package - General Liability Premium Summary			
General Liability Premium		\$20,613.00	
Estimated Cost		\$20,613.00	
Exposure			
Class Code	Description	Rate (\$)	Exposure
00040	Summer Recreational Programs – Loc.# All	Prem/Ops – Included Prod/Comp Ops - Included	Each
00046	Wharves/Waterfront Property – Loc.# All	Prem/Ops – Included Prod/Comp Ops - Included	Sq. Feet
00023	Government Subdiv Budget (Towns & Villages) – Loc.# All	Prem/Ops – Included Prod/Comp Ops - Included	Appropriations
00044	Water Department/Utility – Loc.# All	Prem/Ops – Included Prod/Comp Ops - Included	Payroll
00034	Sewer Facility (Stand Alone) – Loc.# All	Prem/Ops – Included Prod/Comp Ops - Included	Miles
00039	Streets and Roads – Loc.# All	Prem/Ops – Included Prod/Comp Ops - Included	Miles
Core General Liability Coverages			
Each Occurrence		\$1,000,000	
General Aggregate Limit		\$2,000,000	
Products/Completed Operations Aggregate Limit		\$1,000,000	
Personal And Advertising Injury Limit		\$1,000,000 Any one person or organization	
Damage To Premises Rented To You Limit		\$50,000 - Any One Premises	
Medical Expense Limit		\$5,000 - Any One Person	
Form Type		Occurrence	

Package - Law Enforcement Liability	
Premium & Exposures	
Law Enforcement Liability Premium	\$26,892.00
Estimated Cost	\$26,892.00
Exposure	Schedule Of Law Enforcement Officers - Part-Time Armed - 9
Core Law Enforcement Liability Coverages	
Policy Layer	Primary
Each Person Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$2,000,000
Form Type	Claims-Made - Wrongful Acts, Employment Acts, Breach of Fiduciary Duty
Retroactive Date	11/01/1995 - Wrongful Acts, Employment Acts, Breach of Fiduciary Duty
Law Enforcement Liability Deductible	
Deductible	\$5,000

Package - Public Officials Liability

Village of Gowanda

Premium & Exposures	
Public Officials Liability Premium	\$14,411.00
Estimated Cost	\$14,411.00
Core Public Officials Liability Coverages	
Policy Layer	Primary
Per Claim Limit	\$1,000,000
Land Use Liability Per Claim Limit	\$1,000,000
Land Use Liability Annual Aggregate Limit	\$1,000,000
Annual Aggregate Limit	\$2,000,000
Extended Employment Practices Liability	
Flsa Annual Aggregate Limit	\$100,000
Flsa Per Claim Limit	\$50,000
Eeoc Annual Aggregate Limit	\$100,000
Eeoc Per Claim Limit	\$50,000
Back Wages Annual Aggregate Limit	\$500,000
Back Wages Per Claim Limit	\$250,000
Form Type	Claims-Made
Retroactive Date	02/15/2001
Public Officials Liability Deductible	
Deductible	\$2,500
Back Wages Deductible	\$2,500

Automobile Liability

Recommended Quote	
Policy Term	07/01/2026 - 07/01/2027
Carrier Information	New York Municipal Insurance Reciprocal
Premium & Exposures	
Automobile Premium	\$12,163.00
MVR FEE	\$240.00
Estimated Cost	\$12,403.00
Valuation	Actual Cash Value
Core Automobile Liability Coverage	
Liability (Symbol: 1)	\$1,000,000 Each "Accident"
• Hired Or Borrowed Liability	\$1,000,000
• Non-ownership Liability	Included
Mandatory Personal Injury Protection (Symbol: 5)	\$50,000
Optional Basic Economic Loss (Symbol: 5)	\$25,000
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage) (Symbol: 5)	\$100,000
Physical Damage Comprehensive Coverage (Symbol: 7)	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus See Schedule Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning Deductible For Each Covered
Physical Damage Collision Coverage (Symbol: 7)	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus See Schedule Deductible For Each Covered Auto
Uninsured Motorists (Symbol: 2, 9)	\$50,000
Personal Injury Protection (or equivalent no-fault coverage)	Add'l PIP: \$100,000
Automobile Deductible	
Physical Damage	
• Comprehensive	\$500
• Collision	\$500
PIP Deductible	Full
Deductible Reimbursement For Officers & Directors	\$1,000

Village of Gowanda

Other Significant Terms and Conditions / Restrictions
Hired Or Borrowed Covered Auto: Liability - Primary Coverage - Estimated Annual Cost Of Hire For Each State: If Any

Excess Liability

Policy Term	Recommended Quote
07/01/2026 - 07/01/2027	
Carrier Information	New York Municipal Insurance Reciprocal
Premium & Exposures	
Excess Liability (specify type) Premium	\$7,359.00
Estimated Cost	\$7,359.00
Core Excess Liability (specify type) Coverages	
Policy Layer	Lead
Limit Per Occurrence	\$5,000,000
General Aggregate Limit	\$10,000,000
Products-completed Operations Aggregate Limit	\$10,000,000
Form Type	Occurrence
Underlying Coverages	
Commercial General Liability - New York Municipal Insurance Reciprocal	
• Each Occurrence	\$1,000,000
• General Aggregate (Other Than Products Completed Operations)	\$2,000,000
• Products Completed Operations Aggregate	\$1,000,000
• Personal And Advertising Injury	\$1,000,000
• Damage To Premises	\$50,000
• Sexual Misconduct (MGL 211) Per Occurrence Limit	\$1,000,000
• Sexual Misconduct (MGL 211) Aggregate Limit	\$1,000,000
Automobile Liability - New York Municipal Insurance Reciprocal	
• BI/PD	\$1,000,000
Public Officials Liability- New York Municipal Insurance Reciprocal	
• Each Claim	\$1,000,000
• Annual Aggregate	\$2,000,000
• Land Use Liability – Annual Aggregate	\$1,000,000
Law Enforcement Liability - New York Municipal Insurance Reciprocal	
• Each Person	\$1,000,000
• Each Occurrence	\$1,000,000
• Annual Aggregate	\$2,000,000

Owners & Contractors Protective Liability

Village of Gowanda

Recommended Quote	
Policy Term	07/01/2026 - 07/01/2027
Carrier Information	New York Municipal Insurance Reciprocal
Premium & Exposures	
Owners & Contractors Protective Liability	\$275.00
Total Owners & Contractors Protective Liability Premium	\$275.00
Core Owners & Contractors Protective Liability Coverages	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Cyber Liability

Recommended Quote	
Policy Term	07/01/2026 - 07/01/2027
Carrier Information	Certain underwriters at Lloyd's London
Premium & Exposures	
Cyber Liability	\$2,255.00
Terrorism - TRIA (Included)	\$0.00
CFC Policy Administration Fee	\$185.00
Core Cyber Coverages	
Insuring Clause 1: Cyber Incident Response	
A. Incident Response Costs	\$1,000,000 Each and Every Claim
B. Legal and Regulatory Costs	\$1,000,000 Each and Every Claim
C. IT Security and Forensic Costs	\$1,000,000 Each and Every Claim
D. Crisis Communication Costs	\$1,000,000 Each and Every Claim
E. Privacy Breach Management Costs	\$1,000,000 Each and Every Claim
F. Third Party Privacy Breach Management Costs	\$1,000,000 Each and Every Claim
G. Post Breach Remediation Costs	\$50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event
Insuring Clause 2: Cyber Crime	
A. Funds Transfer Fraud	\$250,000 Limit Each and Every Claim
B. Invoice Manipulation	\$250,000 Limit Each and Every Claim
C. New Vendor Fraud	\$250,000 Limit Each and Every Claim
D. Physical Goods Fraud	\$250,000 Limit Each and Every Claim
E. Theft of Personal Funds	\$250,000 Limit Each and Every Claim
F. Corporate Identity Theft	\$250,000 Limit Each and Every Claim
G. Theft of Funds Held in Escrow	\$250,000 Limit Each and Every Claim
H. Theft of Client Funds	\$50,000 Limit Each and Every Claim
I. Customer Payment Fraud	\$50,000 Limit Each and Every Claim
J. Telephone Hacking	\$250,000 Limit Each and Every Claim
K. Unauthorized Use of Computer Resources	\$500,000 Limit Each and Every Claim
Insuring Clause 3: Extortion	
Insuring Clause 4: System Damage and Business Interruption	
A. System Damage and Rectification Costs	\$1,000,000 Each and Every Claim
B. Hardware Replacement Costs	\$1,000,000 Each and Every Claim
C. Income Loss and Extra Expense	\$1,000,000 Each and Every Claim

Village of Gowanda

D. Emergency and Additional Operational Continuity Costs	\$100,000 Each and Every Claim
E. Voluntary and Regulatory Shutdown	\$1,000,000 Each and Every Claim
F. Dependent Business Interruption	\$1,000,000 Each and Every Claim
G. Consequential Reputational Harm	\$1,000,000 Each and Every Claim
H. Lost or Missed Bids	\$1,000,000 Each and Every Claim
I. Claim Preparation Costs	\$25,000 Each and Every Claim
Section: Non-Tech Dependent Business Interruption	\$1,000,000 Each And Every Claim
Insuring Clauses 5 And 7 - 9 Combined	\$1,000,000 in the aggregate
Insuring Clause 5: Network Security and Privacy Liability	
A. Network Security Liability	\$1,000,000 in the Aggregate, including costs and expenses
B. Privacy Liability	\$1,000,000 in the Aggregate, including costs and expenses
C. Management Liability	\$1,000,000 in the Aggregate, including costs and expenses
D. Regulatory Fines, Penalties and Investigation Costs	\$1,000,000 in the Aggregate, including costs and expenses
E. PCI Fines, Penalties and Assessments	\$1,000,000 in the Aggregate, including costs and expenses
F. Contingent Bodily Injury	\$250,000 in the Aggregate
Section: Corrective Action Plan Costs	\$50,000 in the Aggregate
Wrongful Collection And Use Of Personal Data And Data Privacy Regulatory Investigations Sections Combined	\$50,000 in the aggregate, including costs and expenses
Section: Wrongful Collection And Use Of Personal Data	\$50,000 in the aggregate, including costs and expenses
Section: Data Privacy Regulatory Investigation	\$50,000 in the aggregate, including costs and expenses
Insuring Clause 6: Criminal Reward Cover	\$100,000 Each and Every Claim
Insuring Clause 7: Media Liability	
A. Defamation	\$1,000,000 in the Aggregate, including costs and expenses
B. Intellectual Property Right Infringement	\$1,000,000 in the Aggregate, including costs and expenses
Insuring Clause 9: Court Attendance Costs	\$100,000 in the Aggregate
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Cyber Liability Deductible	
Aggregate Deductible	\$2,500 in the aggregate
Time Franchise	8 hours

Village of Gowanda

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Package, Automobile Liability, Excess Liability, Owners & Contractors Protective Liability	Immediately report claims directly to:
Insurer: New York Municipal Insurance Reciprocal	Insurer/TPA Name: New York Municipal Insurance Reciprocal
Policy Term: 07/01/2026 - 07/01/2027	Phone: Fax: Email: Web:

Coverage(s): Cyber Liability	Immediately report claims directly to:
Insurer: Certain underwriters at Lloyd's London	Insurer/TPA Name: Certain underwriters at Lloyd's London
Policy Term: 07/01/2026 - 07/01/2027	Phone: McCord Phone#: 402-514-6100 / F/U Jessica Schere jschere@mccordclaims.com 402-51-6100 ext. 6201 Fax: Email: claims@mccordclaims.com Web: https://www.intlxs.com/

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Package, Automobile Liability, Excess Liability, Owners & Contractors Protective Liability, Cyber Liability	Immediately report claims directly to:
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224
Policy Term: 07/01/2026 - 07/01/2027	Email: ggb.gcrclaimscenter@ajg.com

NOTICE OF EXCESS LINE PLACEMENT

Village of Gowanda
27 East Main Street
Gowanda, NY 14070

Consistent with the requirements of the New York Insurance Law and Regulation 41 Village of Gowanda is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services, LLC with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.

Insurer Certain Underwriters at Lloyd's, London

Policy Premium	\$	2,070.00
<u>Insurer Imposed Charges:</u>		
Policy Fees ⁽¹⁾	\$	185.00
Inspection Fees ⁽¹⁾	\$	
Total Taxable Charges	\$	2,255.00
<u>Service Fee Charges:</u>		
Excess Line Tax (3.60%)	\$	81.18
Stamping Fee	\$	3.38
Broker Fee ⁽¹⁾	\$	
Inspection Fee ⁽¹⁾	\$	
Other Expenses (specify) ⁽¹⁾ Service Fee	\$	200.00
Total Policy Cost	\$	2,539.56

(Signature of Insured)

⁽¹⁾ = Fully earned

2026-2027 Fiscal Year

Insurance Breakout

Received Final Renewal Pricing 6/23/26

GENERAL				WATER		SEWER	
	%	Amount	%	Amount	%	Amount	
General Liability Package:							
General Liability/Umbrella/Crime	33.5%	\$ 29,745.00	3 way split	\$ 9,964.58	33%	\$ 9,815.85 33.5% \$ 9,964.58	
Personal Property & Buildings	28%	\$ 63,476.66	Split by dept. act property	\$ 17,773.46	29%	\$ 18,408.23 43% \$ 27,294.96	
Automobile/Equipment	64%	\$ 12,403.00	Split by dept. act equip	\$ 7,937.92	21%	\$ 2,604.63 15% \$ 1,860.45	
Inland Marine	33.5%	\$ 7,646.00	3 way split	\$ 2,561.41	33%	\$ 2,523.18 33.5% \$ 2,561.41	
Cyber	33.5%	\$ 2,539.56	3 way split	\$ 850.75	33%	\$ 838.05 33.5% \$ 850.75	
		\$ 115,810.22		\$ 39,088.12		\$ 34,189.95 \$ 42,532.15	
Professional Liability- Public Officials							
	33.5%	\$ 14,411.00	3 way split	\$ 4,827.69	33.0%	\$ 4,755.63 33.5% \$ 4,827.69	
Police Professional							
	100%	\$ 26,892.00	100% General Fund	\$ 26,892.00	0%	\$ - 0% \$ -	
TOTAL ACTUAL INVOICE							
		\$ 157,113.22	Actual Invoice 2026-2027	\$ 70,807.81		\$ 38,945.58 \$ 47,359.84	
			GARC Ins- actual- Jan 2025.	\$ 2,230.00		\$ 157,113.22 \$ 159,343.22	
2026-2027 Estimates Budgeted: (\$167,678) - based on 14% incre							
			Includes \$2200 GARC Inc.	\$ 82,000.00		\$ 38,800.00 \$ 46,878.00	
2026-2027 Actual Expense (actual renewal for 7/1/26)							
				\$ 73,037.81		\$ 38,945.58 \$ 47,359.84	
Difference:							
				\$ (145.58)		\$ (481.84)	

REQUEST FOR PROPOSALS

CONSULTANT SERVICES

PROJECT MANAGEMENT & ADMINISTRATION

VILLAGE OF GOWANDA NEW YORK FORWARD GRANT
SMALL PROJECT FUND



REQUEST FOR PROPOSALS / QUALIFICATIONS

Request:

The Village of Gowanda is seeking proposals from qualified Administrative Consultants to provide services in conjunction with a recently awarded grant. Minority and women-owned businesses are strongly encouraged to respond.

Services to be Provided/Scope of Services:

Administrative Services

- Provide administrative assistance and coordination of the Village of Gowanda, NY Forward Small Project Fund, including but not limited to:
 - Participation in development and coordination of the marketing, application, and project selection process;
 - Review program guidelines with selected participants;
 - Review of and submission of funding commitment and disbursement paperwork;
 - Coordination of construction monitoring and site inspections;
 - Communication with property owners; and
 - Collaborate with the Village of Gowanda and HTFC staff for project activities
 - Coordinate Architectural and Environmental Services

Architectural and Environmental Services

- Assist building owners in development of written project scopes of work that are consistent with local and state codes and design guidelines
- Prepare design documents as applicable
- Prepare Environmental Review documents including forms, documentation, maps, relevant records and findings.
 - Submit final scopes/designs for approval through the State Historic Preservation Office's Cultural Resource Information System (CRIS).
 - Coordinate environmental assessment of project site(s) to determine the level of investigation required to complete the site contamination review, following program requirements and using ASTM guidelines. This would include assistance with identifying qualified environmental firms, or completion of the reviews if consultant has capacity in house. Requirements are available online, beginning on page 12: <https://hcr.ny.gov/environmental-compliance-handbook-0>

Submission Requirements:

1. Contact information: Provide the complete name, address and telephone numbers of the firm and for the persons who would be the primary contacts.
2. Services Capability: Provide any relevant evidence that demonstrates the capabilities of the firm to complete all requested services. If any outside sub-consultants are being proposed as part of program, they must be identified.
3. Timeline: Please provide a proposed timeline for the work to be completed, including an estimated start and completion dates and milestones of the program.
4. Written Description of Work and Cost Estimates: Provide a detailed breakdown of all services to be provided along with cost estimates. The Description of Work should outline the firm's proposed approach for the activity(ies), and demonstrating a strong understanding of the program rules and requirements.
5. Experience and Capacity: Please indicate the firm's prior experience in working with the New York Forward Small Project Fund, NY Main Street program or any similar programs.
6. Organization Information: Provide an overview of the firm.

Selection Process

The Village of Gowanda will review qualifications in accordance with the submission requirements and review/evaluation criteria. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. The Village of Gowanda will begin reviews after the August 26th, 2026 12:00 pm deadline date. The expected timeframe for review is 2 weeks.

Review/Evaluation Criteria:

Evaluation Criteria includes, but is not limited to:

- Management and Availability – Ability to begin activities by October 2026 and continue until all selected projects are complete and no later than December 31, 2028
- Cost – Demonstrate reasonable cost of services
- Capability - Ability of the firm to perform all related services.
- Experience - The extent and quality of prior relevant experience.
- Qualifications and references - Individual qualifications and list of proposed personnel for this project as presented by the firm.

Evaluations of proposals will be performed within 2 weeks of their receipt. The selected firm will be notified upon a decision being approved by the Village of Gowanda Board of Trustees.

Deadline:

All required documentation and proposal information must be submitted by 12:00 PM on Wednesday, August 26th to be considered. Please include (1) hard copy and (1) thumb drive digital copy of your proposal and mail to:

Traci Hopkins

Village of Gowanda

27 East Main Street

Gowanda, NY 14070

The Village of Gowanda takes no responsibility for any third-party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.). Submittals received after the submission deadline will not be considered. The Village of Gowanda reserves the right to reject all submittals that do not comply with these instructions. Proposals will not be returned and will become the property of the Village of Gowanda once submitted. Any and all expenses associated with the preparation of the proposals are the responsibility of the respondents and will not be reimbursed by the Village of Gowanda. The Village reserves the right to reject any or all proposals for any reason. Submission of a proposal does not constitute an offer or award of work or create any commitment on behalf of the Village. The Village reserves the right to negotiate the final agreement with the Consultant selected for the project, including the final scope of work and cost.

Questions:

Questions regarding this RFP should be submitted in writing via email to Traci Hopkins at gowandavillage@gmail.com

Village of Gowanda
2025-2026 Budget Modification Request
BUDGET MODIFICATION #8 July 14, 2026

General Fund	Budget Line Items	2025-2026 Budget (Includes prior mods)	Budget Transfer Request	New Adjusted Line Item Bud
A3410.419	FIRE UTILITIES- ELECTRICITY	\$ 6,900.00	\$ 540.00	\$ 7,440.00
A3410.11	FIRE INSURANCE	\$ 19,225.00	\$ (540.00)	\$ 18,685.00
TOTAL		\$ 26,125.00	\$ -	\$ 26,125.00

To move funds from Insurance allocation balance to Utilities Electric to cover understated electric expense

Sewer Fund	Budget Line Items	2025-2026 Budget	Budget Transfer Request	New Adjusted Line Item Bud
G8130.412	T&D SUPPLIES	\$ 10,350.00	\$ 345.00	\$ 10,695.00
G8130.424	T&D CHEMICALS	\$ 64,350.00	\$ (345.00)	\$ 64,005.00
G8130.419	T&D ELECTRIC	\$ 3,600.00	\$ 5,525.00	\$ 9,125.00
G8130.43	T&D LANDFILL SLUDGE REMOVAL	\$ 26,400.00	\$ (3,000.00)	\$ 23,400.00
G8130.418	T&D HEATING	\$ 25,000.00	\$ (2,525.00)	\$ 22,475.00
G8130.46	T&D REPAIRS/MAINTENANCE	\$ 108,500.00	\$ 2,000.00	\$ 110,500.00
G8130.466	T&D ANALYSIS	\$ 24,200.00	\$ (2,000.00)	\$ 22,200.00
TOTAL		\$ 262,400.00	\$ -	\$ 262,400.00

To move funds from T&D Chemicals to Supplies to balance the line item at fiscal year end

To move funds from T&D Heating and Landfill Sludge Removal to T&D Electric to cover understated electric bills to end of fiscal year

To move funds from T&D Analysis balance to T&D Repairs & Maint to cover maintenance expenses to end the fiscal year

Village of Gowanda
2025-2026 Budget Modification Request
BUDGET MODIFICATION #8 July 14, 2026

General Fund	Budget Line Items	2025-2026 Budget (includes prior mods)	Budget Transfer Request	New Adjusted Line Item Bud	
A3410.419	FIRE UTILITIES- ELECTRICITY	\$ 6,900.00	\$ 540.00	\$ 7,440.00	To move funds from Insurance allocation balance to Utilities Electric to cover understated electric expense
A3410.11	FIRE INSURANCE	\$ 19,225.00	\$ (540.00)	\$ 18,685.00	
TOTAL		\$ 26,125.00	\$ -	\$ 26,125.00	

Sewer Fund	Budget Line Items	2025-2026 Budget	Budget Transfer Request	New Adjusted Line Item Bud	
G8130.412	T&D SUPPLIES	\$ 10,350.00	\$ 345.00	\$ 10,695.00	To move funds from T&D Chemicals to Supplies to balance the line item at fiscal year end
G8130.424	T&D CHEMICALS	\$ 64,350.00	\$ (345.00)	\$ 64,005.00	
G8130.419	T&D ELECTRIC	\$ 3,600.00	\$ 5,525.00	\$ 9,125.00	To move funds from T&D Heating and Landfill Sludge Removal to T&D Electric to cover understated electric bills to end of fiscal year
G8130.43	T&D LANDFILL SLUDGE REMOVAL	\$ 26,400.00	\$ (3,000.00)	\$ 23,400.00	
G8130.418	T&D HEATING	\$ 25,000.00	\$ (2,525.00)	\$ 22,475.00	
G8130.46	T&D REPAIRS/MAINTENANCE	\$ 108,500.00	\$ 2,000.00	\$ 110,500.00	To move funds from T&D Analysis balance to T&D Repairs & Maint to cover maintenance expenses to end the fiscal year
G8130.466	T&D ANALYSIS	\$ 24,200.00	\$ (2,000.00)	\$ 22,200.00	
TOTAL		\$ 262,400.00	\$ -	\$ 262,400.00	

July 14, 2026 Board Meeting Financial Report

	General Fund	Water Fund	Sewer Fund	Capital Proj	Comm. Dev/ Spec. Proj Fund
REVENUE (6/1/26- 6/30/26)	\$ 982,566.76	\$ 63,427.35	\$ 167,471.18	\$ 443,928.37	\$ 73,788.18
<i>(cash collected and invoiced)</i>				Interest \$2,381.33	Interest \$121.57 EPA
PRE PAYS (6/1/26 - 6/30/26):				\$441,547.04 EFC	Testing Grant \$53,666.61
Pre Pay Exp. Operating	\$ 21,014.24	\$ 11,185.46	\$ 16,324.50	Funds for WWTP Pay Apps	
Pre Pay Exp. Payroll Employee Deduction:	\$ 24,704.98			\$ -	
Payroll Expense (6/12 & 6/26)	\$ 53,627.05	\$ 20,036.73	\$ 31,573.26	\$ -	
TOTAL Pre Pays	\$ 99,346.27	\$ 31,222.19	\$ 47,897.76	\$ -	\$ -
CASH FLOW BALANCE (6/30/26):					
Operating Checking Balance	\$ 433,851.10	\$ 48,510.76	\$ 39,901.73	\$ -	
Savings MM Balance Comm Bank	\$2,109,473.66	\$ 426,303.30	\$ 965,053.67		
Comm Bank BAN Account				\$ 68,855.53	FEMA BAN
Comm Bank Cap Project				\$ 959.32	
Special Project/Comm Development					\$ 436,489.72
Payroll Account	\$ 50,530.08				
Local Fiscal Recovery Funds	<i>(American Rescue Plan Funds- spent by 12/31/24- balance)</i>				\$ 43.50
PROJECT/GRANT ACCOUNTS					
Peter Cooper Trust Funds (multiple acnts)	<i>(for OM&M at Peter Cooper until 2040- includes CD and Trust Transfer Acct Est)</i>				\$ 300,930.48
BOA Project Account					\$ 45,002.91
WWTP Capital Project Account				\$ 828,797.88	
TOTAL Cash Flow Available	\$ 2,593,854.84	\$ 474,814.06	\$ 1,004,955.40	\$ 898,612.73	\$ 782,466.61
ABSTRACT BILLS TO PAY:					
Operating Expenses 2025-2026	\$ 7,214.97	\$ 728.97	\$ 9,203.79	\$ -	\$ -
Operating Expenses 2026-2027	\$ 67,929.35	\$ 10,796.25	\$ 103,501.33	\$ 465,173.48	\$ 53,666.61
TOTAL Abstract Bills to Pay	\$ 75,144.32	\$ 11,525.22	\$ 112,705.12	\$ 465,173.48	\$ 53,666.61
ENDING CASH FLOW BALANCE:	\$ 2,518,710.52	\$ 463,288.84	\$ 892,250.28	\$ 433,439.25	\$ 728,800.00

RESERVE ACCOUNTS 6/30/26

GENERAL FUND	BALANCE
General Fund Reserve for Fire Equipment:	\$ 20,226.07
General Fund Reserve for Highway Equipment	\$ 90,854.45
General Fund Reserve for Police Equipment	\$ 20,464.16
General Fund Reserve for Repair	\$ 116,516.51
General Fund Reserve for Tree Emergency	\$ 24,579.70
TOTAL GEN FUND RESERVES	\$ 272,640.89
WATER FUND	BALANCE
Water System Reserve	\$ 111,722.33
Water Equipment Reserve	\$ 52,752.10
TOTAL WATER FUND RESERVES	\$ 164,474.43
SEWER FUND	BALANCE
Sewer System Reserve	\$ 198,294.03
Sewer Equipment Reserve	\$ 147,966.82
TOTAL SEWER FUND RESERVES	\$ 346,260.85

Village of Gowanda General Fund Unpaid Bills Detail

All Transactions	
	Memo
	Open Balance
Airgas USA, LLC	
	5525440953 Bottle Rental Oxy, Acetylene, Argon 6/
	36.75
Total Airgas USA, LLC	36.75
Auto Wrench	
	51385 2000 Chevy 51375 2016 Ford F350 Fire Vehi
	41.00
Total Auto Wrench	41.00
Barb Nephew	
	Reimb for Plants/Supplies for Downtown Pops May 2
	297.64
Total Barb Nephew	297.64
Buffalo Recycling	
	365340 5/6/2026 Plastic Recycling
	18.90
Total Buffalo Recycling	18.90
Casella Waste Systems Inc.	
	Inv#2151711 Wkly Trash May 2026 - 3 Way Split
	98.97
Total Casella Waste Systems Inc.	98.97
Cattaraugus County Municipal Clerk Assoc	
	Membership Dues July 2026 - June 2027
	25.00
Total Cattaraugus County Municipal Clerk Assoc	25.00
Column software PBC	
	9C392A84-0046 Charter Franchise Public Hearing 7
	39.93
Total Column software PBC	39.93
Country Auto	
	Inv3406 Oil Change - 2025 Explorer Police Car
	84.95
Total Country Auto	84.95
Crowells	
	#5710 Highway Ccircuit Tester 6/22/26
	13.28
Total Crowells	13.28
Dival Safety Equipment	
	3974857 Fan 3973490 Ergodyne Chill It
	674.60
Total Dival Safety Equipment	674.60
Erie County Village Officials Association	
	Village Officials Annual Dues 6/1/26- 5/31/27
	145.00
Total Erie County Village Officials Association	145.00
First Bankcard	
	Card Ending 0811 Ethernet & Cargo Net for Police C
	171.16
Total First Bankcard	171.16
Gernatt Asphalt products	
	Inv 24418 Blacktop to Patch Streets 5/18-5/27/26
	555.99
	Inv 24257 Blacktop to Patch Streets 5/7/26
	730.60
	Inv 24858 Blacktop to Patch Streets 6/2-6/9/26
	753.03
Total Gernatt Asphalt products	2,039.62
Gowanda's Historic Hollywood Theater	
	Marquee Ad 7/1- 7/4- Rec Program
	35.00
Total Gowanda's Historic Hollywood Theater	35.00
Gowanda Area Chamber of Commerce	

Village of Gowanda General Fund Unpaid Bills Detail

All Transactions	
	Memo
	Open Balance
	Support for Music In the Park 2026-2027
	500.00
Total Gowanda Area Chamber of Commerce	500.00
Gowanda Area Historical Society	
	Annual Contribution 2026-2027 Budget Year
	2,500.00
Total Gowanda Area Historical Society	2,500.00
Gowanda Collision	
	4073 Bumper Repairs Police Car 4-85
	552.54
Total Gowanda Collision	552.54
Gowanda Fire Company	
	Reimbursement Spectrum Internet Acct 23190740
	89.95
	Reimb for Fire Dept Signs- Traffic Safety
	714.15
	Loan# F080360 Lease Pmnt 2026-2027 Village Port
	10,776.72
	Reimb for Fire Dept Signs- Traffic Safety
	2,360.87
	Reimb for Fire - Repairs to Dry Suits
	499.75
Total Gowanda Fire Company	14,441.44
Gowanda Highway Department	
	Diesel Usage Fire June 2026
	45.37
Total Gowanda Highway Department	45.37
Gowanda Sewer Department	
	Fuel Usage Highway June 2026
	487.73
	Fuel Usage Police June 2026
	709.18
	Fuel Usage Fire June 2026
	101.42
Total Gowanda Sewer Department	1,298.33
Johnson Controls Building Solutions LLC	
	1-137796010231 HVAC System Call-out 5/24 & 5/25
	4,682.47
Total Johnson Controls Building Solutions LLC	4,682.47
Land Pro Equipment	
	3633331 Mower Blade and Oil Mix
	99.57
Total Land Pro Equipment	99.57
Landpro Equipment LLC	
	3647107 Hitch
	258.16
Total Landpro Equipment LLC	258.16
Lee Enterprises	
	859952-0509 Big Trash Ad
	340.00
Total Lee Enterprises	340.00
Lifeguard Systems Inc.	
	17169 Swiftwater Rescue Training Course 9/25- 9/27
	3,400.00
Total Lifeguard Systems Inc.	3,400.00
Mark Benton	
	Reimbursement Summer Rec Supplies
	16.23
Total Mark Benton	16.23
Mark Burr	
	Engineering May 2026 Street Scape/Hail Storm (spli
	500.00
Total Mark Burr	500.00
McCormacks Hardware	

Village of Gowanda General Fund Unpaid Bills Detail

All Transactions	
Memo	Open Balance
1626E Parks Supplies	50.94
1626G Recreation Pull Towels	59.99
1626B Highway Brush Cutter & Garbage Bags	89.98
1626F Police Surge Protector Strip	39.98
Total McCormacks Hardware	240.89
Norco	
LD00038059 Cylinder Tank Rental May 2026	9.30
LD00038165 Cylinder Tank Rental June 2026	9.00
Total Norco	18.30
PD Mechanical Solutions	
7652 2015Plow Inspection Rear Brakes/Tires/Greas	1,197.00
Total PD Mechanical Solutions	1,197.00
Pine Ridge Enterprises	
Inv#261806 (60) Gowanda Rec T-Shirts	428.00
Total Pine Ridge Enterprises	428.00
Prizm Document & Technology Solutions	
02848 Software & Computer Monitor (3) Police (5) C	407.00
03312 Software & Computer Monitor (3) Police (5) C	407.00
Total Prizm Document & Technology Solutions	814.00
Quill	
Cleaning Gloves	15.19
Memory Cards- Police	162.42
Total Quill	177.61
Santander Bank NA	
Inv21234234 Elgin Street Sweeper Payment 5 of 7	37,108.92
Total Santander Bank NA	37,108.92
Unifirst	
1140429537 Mat, Paper Service Inv 6/26/26	66.84
Total Unifirst	66.84
Valley Fab & Equipoment	
140511 Plow Pin	70.35
Total Valley Fab & Equipoment	70.35
Waterway Twin Tier LLC	
12111 Fire Hose Testing - annual NFPA 6/11/2026	2,666.50
Total Waterway Twin Tier LLC	2,666.50
	75,144.32

Village of Gowanda - Water Fund

Unpaid Bills Detail

All Transactions

	Memo	Open Balance
Auto Wrench Connection		
	51347 2019 Nissan Inspection	21.00
Total Auto Wrench Connection		21.00
CASELLA		
	2151711 Weekly Trash May 2026 (split)	98.97
Total CASELLA		98.97
Cattaraugus County Health Dept		
	Multiple Samples May 2026	90.00
Total Cattaraugus County Health Dept		90.00
Cintas		
	4273681348 Mat Paper Serv Inv 6/25/26 (wat/sew split)	43.88
Total Cintas		43.88
Crowells		
	Acct 5712 Supplies 6/3/26	76.44
Total Crowells		76.44
Gallman Excavating Inc.		
	Emergency Water Leak 10 Broadway Rd 6-2-2026	7,025.00
Total Gallman Excavating Inc.		7,025.00
Gowanda Sewer		
	Fuel Usage June 2026	191.06
Total Gowanda Sewer		191.06
Lee Enterprises		
	Acct# 5033839 Annual Water Report Publishing 2026	180.00
Total Lee Enterprises		180.00
MARK BURR, P.E.		
	Engineering May 2026 Water Engineering Scope	250.00
Total MARK BURR, P.E.		250.00
Microbac Laboratories		
	Drinking Water Samples 5/29 - 6/4/26	628.25
Total Microbac Laboratories		628.25
Prizm Document & Technology Solutions		
	02848 Computer Monitoring June 2026	44.00
	03312 Computer Monitoring July 2026	44.00
Total Prizm Document & Technology Solutions		88.00
Shop-N-Save		
	07-721991 Bleach Supplies 6/2/2026	7.79
Total Shop-N-Save		7.79
Southtowns Tireman		
	#89158 Tires Water Transit Van	470.00
Total Southtowns Tireman		470.00
The Hartford Steam Boiler		
	1341480 Cert of Operation Boiler 20 Crestwood	110.00
Total The Hartford Steam Boiler		110.00
Udig NY Inc.		
	26060957 April-June 2026 Locates	62.00

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Village of Gowanda - Water Fund

Unpaid Bills Detail

All Transactions

	Memo	Open Balance
Total Udig NY Inc.		62.00
USA Blue Book		
	Inv01075811 Power Seal	377.90
	Inv01086420 Fittings, Marking Flags, Safety Supplies	884.93
Total USA Blue Book		1,262.83
Village of Gowanda SF		
	A1446, 6/30/26 (Quarterly Bill 4/1/26- 6/30/26)	920.00
Total Village of Gowanda SF		920.00
		<u>11,525.22</u>

Village of Gowanda - Sewer Fund Unpaid Bills Detail

	All Transactions Memo	Open Balance
Airgas USA, LLC		
	5525441702 Acetylene & Oxygen Tank Bottle Rental 6/30/26	36.75
Total Airgas USA, LLC		36.75
Casella Waste Services		
	2151712 Sludge Hauling 5/28/26 & 5/29/26	3,236.50
	2151711 Weekly Trash May 2026 - Split	98.98
	2154503 Sludge Hauling 6/4/26 & 6/5/26	3,127.48
Total Casella Waste Services		6,462.96
Crowells		
	Accnt 5711 Repair Supplies 5/28- 6/24/26	107.11
Total Crowells		107.11
D&W Diesel, Inc		
	DZ6368 Solenoid Kit	262.40
Total D&W Diesel, Inc		262.40
First Bank		
	Card End #0811 Protective Eye Ware & Checks	391.80
Total First Bank		391.80
Gowanda Highway Department		
	Diesel Fuel Usage June 2026	400.86
Total Gowanda Highway Department		400.86
Grainger		
	9970348729 Battery Operated Pump for UV System	285.17
Total Grainger		285.17
Luanne Lyndsey		
	Reimb for Sewer Back-up 4/30/26- Village Main Plugged	319.68
Total Luanne Lyndsey		319.68
McCormacks Hardware		
	1626H Supplies 5/28 -6/28/26	1,152.90
Total McCormacks Hardware		1,152.90
Microbac Laboratories		
	Multiple Samples 5/22- 6/29/26	2,308.50
Total Microbac Laboratories		2,308.50
Noco Energy		
	Inv# SP13319985 Fuel 969.2/gal 3.7985 ship 5/28/26	3,686.16
Total Noco Energy		3,686.16
Penn Power Group		
	4834026 Kohler Generator Annual Service	920.30
Total Penn Power Group		920.30
Prizm Document & Technology Solutions		
	#02848 Comp Monitoring Tech Support June 2026	88.00
	#03312 Comp Monitoring Tech Support July 2026	88.00
Total Prizm Document & Technology Solutions		176.00
Quill		
	Office Supplies	41.77
Total Quill		41.77

Village of Gowanda - Sewer Fund
Unpaid Bills Detail

	All Transactions	
	Memo	Open Balance
RMG Custom Metal LLC		
	Inv3544 Roof Repair- Compost Building Wind Damage March 2026	89,752.00
Total RMG Custom Metal LLC		89,752.00
Spartan Warehouse		
	126525 Hydraulic Fluid	262.47
Total Spartan Warehouse		262.47
State Industrial Products		
	904253088 Block WORX BCT - Credit applied	63.60
Total State Industrial Products		63.60
USA Blue Book		
	INV01067836 Sampling/Analysis Supplies	154.72
	INV01086420 Fitrings, Marking Flags, Safety Supplies	484.56
Total USA Blue Book		639.28
Village of Gowanda - Water		
	A1440 & A0527 2nd Qrt 2026	3,835.41
Total Village of Gowanda - Water		3,835.41
Weldall Inc.		
	3487 Pipe Repair- Welding 5/22/26	1,600.00
Total Weldall Inc.		1,600.00
		112,705.12

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Village of Gowanda - Capital Projects Unpaid Bills Detail

All Transactions		Open Balance
	Memo	
BECC Electric		
	Pay App #8 thru 5-31-2026	152,958.88
Total BECC Electric		152,958.88
Municipal Solutions		
	24614 WWTP Cap Proj Fiscal Services EFC Funding 4/1/26- 5/31/26	201.60
Total Municipal Solutions		201.60
Quackenbush Co. Inc.		
	Pay App #5, #6, #7 thru 3/31/2026- Final	16,606.09
Total Quackenbush Co. Inc.		16,606.09
STC Construction Inc.		
	Pay App #20 thru 5/31/2026 WWTP Construction	289,106.91
Total STC Construction Inc.		289,106.91
Wendel		
	Inv 394021-46 Prof Services thru 4-30-2026	6,300.00
Total Wendel		6,300.00
		<u>465,173.48</u>

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Gowanda Comm Development Fund

Unpaid Bills Detail

All Transactions

	Memo	Open Balance
C&S Engineers Inc.		
	EPA 1144755 TBrook Site Testing through 5/15/2026	32,952.50
	EPA 1145612 TBrook Site Testing through 6/12/2026	20,714.11
Total C&S Engineers Inc.		53,666.61
		<u>53,666.61</u>

Village of Gowanda General Fund

PrePay Report

June 2026

	Date	Num	Memo	Amount
Ahlstrom Schaeffer				
	06/15/2026	13232	31819 Electrical Assess & Review Surge Issues- Balance on Invoice	-54.00
Amherst Alarm				
	06/03/2026	13171	8512311 Central Monitoring July 2026	-51.00
Charter Communications				
	06/22/2026	13233	Acct #18087 Inv# 61526 Muni Bldg/Police Internet 6/15- 7/14/26	-140.00
Community Bank, NA				
	06/09/2026	ChrgBack	ChargeBack to Account for Bad Ck 54 Walnut & 44 Walnut Taxes	-1,117.73
First Bankcard				
	06/11/2026	13222	VOID: Village Card #0811 Treas Computer, Code Surge Protector,	0.00
	06/11/2026	13231	Village Card #0811 Treas Computer, Code Surge Protector, Highw.	-2,661.93
Highmark BCBSWNY				
	06/03/2026	13172	Client# 315619 Inv#260520106029 June 2026	-4,160.03
	06/25/2026		VOID: Client# 315619 Inv#260520106029 July 2026	0.00
	06/25/2026	13245	Client# 315619 Inv#260619342852 July 2026	-4,160.03
Hover Networks, Inc				
	06/03/2026	13173	482911 Phone Services June 2026	-271.47
National Fuel				
	06/22/2026	13234	VOID: 6687624 09 27 Village Hall 5/7- 6/8/26	0.00
	06/22/2026	13241	3165685 04 Hidi Fire 5/14- 6/15/26	-45.26
	06/22/2026	13243	903803505 Industrial Highway 5/14/26-6/15/26	-61.85
	06/22/2026	13244	6687624 09 27 Village Hall 5/7- 6/8/26	-126.47
NOVA Healthcare Administrators Inc				
	06/11/2026	13223	HRA Admin 075936 June 2026 (3 way split)	-25.00
NYSEG				
	06/03/2026	13174	1001-1211-132 Hidi Fire 4/28- 5/28/26	-46.77
	06/03/2026	13176	1001-1169-728 Village Hall 4/15- 5/25/26	-1,267.89
	06/03/2026	13177	1001-8686-492 St John Street 4/28- 5/26/26	-106.17
	06/03/2026	13178	1001-8687-037 Chang Hu 4/28- 5/26/26	-31.10
	06/11/2026	13224	1001-2714-837 R2 St Ltg Gowanda 5/1- 5/31/26	-22.35
	06/11/2026	13227	1001-2714-829 St Ltg R2 Gowanda 5/1- 5/31/26	-504.15
	06/11/2026	13228	1001-2714-639 St Ltg Collins R3 5/1- 5/31/26	-1,458.85
	06/11/2026	13229	1001-2714-621 St Ltg Persia TN R3 5/1- 5/31/26	-1,883.25
	06/11/2026	13230	1004-0266-610 S Water St Ltg 5/1- 5/31/26	-17.88
	06/22/2026	13235	1003-3457-754 Gateway Park 5/6- 6/4/26	-435.29
	06/22/2026	13237	1009-0190-322 Industrial Highway 5/6- 6/4/26	-124.88
	06/22/2026	13239	1001-0114-618 27 W Main 5/6- 6/4/26	-22.22
	06/22/2026	13240	1003-1703-415 Ind Place Storage 5/6- 6/4/26 (3 Way)	-8.00
	06/22/2026	13236	1003-1744-559 230 Aldrich Fire 5/6- 6/4/26	-394.94
	06/22/2026	13242	1001-1895-306 Union St Gazebo 5/16- 6/16/26	-22.22
Purchase Power				
	06/11/2026	13225	Acct 8000-9090-1055-9727 Postage Meter Refill 5/15/26	-1,420.75
Spectrotel				
	06/11/2026	13226	Acct #313300 Inv#13819058 6/8 - 7/7/26 Phone Bill	-146.86
Verizon				

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Village of Gowanda General Fund

PrePay Report

June 2026

	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
Verizon Wireless	06/22/2026	13238	Accnt:651-760-995-0001-98 Ald Fire Ph/Fax/Alarm 6/4- 7/3/2026	-82.37
	06/03/2026	13175	Acc# 680187014 Inv#6144384490 4/24 - 5/23/2026	-143.54
				-21,014.24

Village of Gowanda General Fund Pre-Pay Payroll Deductions

June 2026

	Date	Num	Memo	Amount
Highmark BCBSWNY				
	06/03/2026	3988	Client# 315619 Inv#260520106029 June 2026	-4,145.23
	06/25/2026	3991	Client# 315619 Inv#260520106029 July 2026	-3,865.96
NOVA Healthcare Administrators Inc				
	06/01/2026	HRA June	HRA Malek	-60.00
	06/02/2026	HRA June	HRA Malek	-4.60
	06/02/2026	HRA June	HRA Hansen	-453.84
	06/02/2026	HRA June	HRA Trumpore	-31.03
	06/03/2026	HRA June	HRA Reid	-150.00
	06/04/2026	HRA June	HRA Malek	-2,000.00
	06/05/2026	HRA June	HRA Carriero	-417.00
	06/06/2026	HRA June	HRA Lauer	-30.00
	06/06/2026	HRA June	HRA Carriero	-13.20
	06/06/2026	HRA June	HRA Carriero	-35.00
	06/10/2026	HRA June	HRA Malek	-1,795.40
	06/10/2026	HRA June	HRA Hansen	-1,100.00
	06/11/2026	HRA June	HRA Lemke	-7.00
	06/12/2026	HRA June	HRA Trumpore	-186.00
	06/13/2026	HRA June	HRA Carriero	-139.53
	06/17/2026	HRA June	HRA Trumpore	-65.00
	06/17/2026	HRA June	HRA Carriero	-50.00
	06/18/2026	HRA June	HRA Trumpore	-85.00
	06/18/2026	HRA June	HRA Lauer	-100.00
	06/19/2026	HRA June	HRA Lemke	-250.00
	06/19/2026	HRA June	HRA Conklin	-52.50
	06/20/2026	HRA June	HRA Conklin	-13.81
	06/20/2026	HRA June	HRA Lauer	-79.96
	06/20/2026	HRA June	HRA Lauer	-30.00
	06/22/2026	HRA June	HRA Lauer	-3.84
	06/23/2026	HRA June	HRA Trumpore	-20.00
	06/24/2026	HRA June	HRA Trumpore	-70.65
	06/26/2026	HRA June	HRA Lauer	-30.00
	06/27/2026	HRA June	HRA Wagner	-5.10
NYS Deferred Compensation				
	06/15/2026	3989	Plan# 0045420001 Pay Center# 206064 6-12-2026	-4,080.63
	06/29/2026	3992	Plan# 0045420001 Pay Center# 206064 6-26-2026	-1,724.15
NYS Employees Retirement				
	06/29/2026	June 2026	June 2026 Employees Retirement- Enhanced Repoi	-2,966.76
NYS Police Retirement System				
	06/29/2026	June2026	June 2026 Police Retirement Reporting 020- Enhanc	-275.31
SEIU200 United				
	06/15/2026	3990	Union Dues PR 6-12-2026	-184.24
	06/29/2026	3993	Union Dues PR 6-26-2026	-184.24
				-24,704.98

Village of Gowanda - Water Fund

Pre Pay Report

June 2026

	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
Cattaraugus County Risk Management	06/15/2026	5257	DOT Random Drug Screen 3/26/26	-100.00
Charter Communications	06/22/2026	5258	Acct#22979 Inv#60126 Crestwood Int/Phone 6/1 - i	-110.00
Highmark BCBSWNY	06/03/2026	5241	Client#315619 Inv#260520106029 June 2026	-3,714.67
	06/25/2026	5263	Client# 315619 Inv#260619342852 July 2026	-3,714.67
National Fuel	06/22/2026	5261	3165678 01 20 Crestwood Dr 5/18/26- 6/15/26	-156.96
	06/22/2026	5262	3050769 03 21 E Hill St 5/14/26-6/15/26	-31.83
NOVA Healthcare Administrators Inc.	06/11/2026	5256	HRA Admin 075936 June 2026 (3 way split)	-25.00
NYSEG	06/03/2026	5244	Multiple Invoices 4/15- 5/22/26	-2,772.15
	06/22/2026	5259	1001-4468-721 W Hill Pump St 5/7- 6/5/26	-123.31
	06/22/2026	5260	1003-1703-415 Ind Place Storage 5/6- 6/4/26	-8.00
	06/25/2026	5264	1001-1843-536 Sandhill Road 5/15- 6/16/26	-22.91
Postmaster	06/29/2026	5265	Water/Sewer Billing, 2nd Qrt 2026 1,022 Bills (4/1/26	-331.38
Verizon Wireless	06/03/2026	5245	Acct 680187014 Jake Ph & Malek Inv6144384490	-74.58
				-11,185.46

Village of Gowanda - Sewer Fund Transaction List by Vendor

June 2026

	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
Cattaraugus County Risk Mgt				
	06/15/2026	5795	DOT Random Drug Screen 3/26/26	-65.00
Charter Communications Spectrum Enterpris				
	06/22/2026	5799	142184301 Aldrich Internet 6/15- 7/14/26	-109.99
Highmark BCBSWNY				
	06/03/2026	5767	Client# 315619 Inv#260520106029 June 2026	-5,172.19
	06/25/2026	5800	Client# 315619 Inv#260619342852 July 2026	-3,552.72
Hover Networks Inc.				
	06/03/2026	5768	482911 June 2026 Phone Service	-87.94
National Fuel				
	06/22/2026	5798	3050750 02 WWTP 5/15- 6/15/26	-284.02
NYSEG				
	06/03/2026	5769	1001-8685-239 N Water St Sewer Pump 4/28-5/26/26	-26.91
	06/22/2026	5796	1001-0114-741 WWTP 5/6- 6/2/26	-6,580.54
	06/22/2026	5797	1003-1703-415 Ind Place Storage 5/6- 6/4/26	-8.00
Postmaster				
	06/29/2026	5801	Water/Sewer Billing, 2nd Qrt 2026 1,022 Bills (4/1/26 - 6/30/26)	-331.37
Verizon Wireless				
	06/03/2026	5770	Acct 680187014 Inv6144384490 4/24- 5/23/25	-105.82
				-16,324.50