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AGENDA

**Business Meeting of the
Niagara Falls Water Board
January 26, 2026 at 5:00 p.m.**

**Water Treatment Plant Conference Room
5815 Buffalo Avenue, Niagara Falls New York 14304**

**Meeting may be attended in person
or via videoconference – visit NFWB.org for details.**

1. Preliminary Matters

- a. Call To Order**
- b. Pledge of Allegiance to the Flag of the United States of America**
- c. Attendance: Cole ____ Dean ____ Kimble ____ Sirianni ____ Weiss ____**
- d. Public Comments (all other topics):** Speakers must register with the Secretary by 5:00 p.m. and are limited to three minutes per person – total time for all speakers may not exceed one hour.
- e. Correspondence**
 - i. 2025-12-09 - Giancola to NFWB - NFHA High Bill**
 - ii. 2025-12-19 - WIIA Award Letter - DWSRF Project Number 19056**
 - iii. 2026-01-22 - Memorandum - Commending Alexander Hailey**
 - iv. 2026-01-22 - Memorandum - Commending Christopher Ketch**
- f. Prior Meeting Minutes**
 - i. Draft December 15, 2025 Business Meeting and Executive Session Minutes**

2. Executive Director & General Counsel – Sean Costello

3. Finance – Deborah Ziolkowski

- a. Bank Account Balance Report**
- b. Invested Funds Balance Report**
- c. Wilmington Trust Account Report**
- d. Analysis of 2024 Tax Transfer – Percent Received**

4. Administrative Services – Caleb Holman

- a. January 26, 2026 Personnel Actions**

5. Engineering – Douglas Williamson

6. Outside Infrastructure Updates – Michael Eagler, Sr.

7. Information Technology (IT) – Jonathan Joyce or Elton Mensah-Selby

8. Questions Regarding December 2025 Operations and Maintenance Report

9. Resolutions

2026-01-001 - AWARD BID FOR WEST RIVERSHORE DRIVE WATER MAIN REPLACEMENT

- a. 2026-01-19 - CPL Award Recommendation and Bid Tabulation for W Rivershore Water Main Replacement**

2026-01-002 - AMENDMENT TO ORDER ON CONSENT R9-20230411-13

- a. Draft Amendment to Order on Consent R92023041113**

2026-01-003 - WWTP AIR SCOUR PIPING REPAIR

- a. 2025-12-31 - Mollenberg Betz Invoice 83329 for WWTP Air Scour Piping Repair**

2026-01-004 - LUCITY SOFTWARE SUPPORT AND MAINTENANCE RENEWAL

- a. 2025-12-02 - Lucy Renewal Invoice No 452810**

2026-01-005 - PAYMENT FOR EMERGENCY 15 INCH COMBINED SEWER REPAIR, 24TH STREET AND SENECA AVENUE

- a. 2025-12-15 - Award Recommendation and Bid Tabulation for Emergency Repair to 15 Inch Combined Sewer, 24th Street and Seneca Avenue**

2026-01-006 - PREVENTATIVE MAINTENANCE AGREEMENTS FOR WTP GENERATORS

- a. **2026-01-06 - Milton CAT Preventative Maintenance Agreement for WTP Generator 1**
- b. **2026-01-06 - Milton CAT Preventative Maintenance Agreement for WTP Generator 2**

2026-01-007 - EXTENSION OF AGREEMENT WITH AECOM FOR ONSITE ENVIRONMENTAL MONITOR SERVICES

- a. **2026-01-14 - AECOM Proposal for Extension of Onsite Environmental Monitor Services**

2026-01-008 - UPDATING AUTHORIZED SIGNERS FOR BANK ACCOUNT

- a. **CNB Bank Authorized Signer Update - Resolution of Corps., Partnerships and LLCs**

10. Unfinished/Old Business

11. New Business & Additional Items for Discussion

12. Executive Session (if needed)

13. Adjournment of Meeting



Niagara Falls Housing Authority

Administrative Offices: 744 Tenth Street • Niagara Falls, NY 14301
Phone: (716) 285-6961 • Fax: (716) 285-3407 • TDD: 1-800-545-1833 x405
Website: www.nfha.org Email: nfha@nfha.org

Board of Directors
Niagara Falls Housing Authority
744 Tenth St
Niagara Falls, NY 14301

9 December 2025

Board of Directors
Niagara Falls Water Board
5815 Buffalo Ave
Niagara Falls, NY 14304

Dear Board Members,

We respectfully request a waiver of the sewer portion of the high side reading on Meter 300348, located on our property at 2900 9th Street. On 21 July 2025 we identified a water main leak on the property. Repair work began on 4 August 2025; however, once the site was excavated, it became clear that the leak was significantly larger and more extensive than initially anticipated.

As a result of this unforeseen leak and the emergency repair, our invoice for Account I31950201 covering the period **06/02/2025 to 09/02/2025** increased by more than **\$62,000**.

Although our property is a residential community, we are classified under an “industrial” account and were informed that we are not eligible for adjustments using the same criteria applied to residential accounts. The Housing Authority is a nonprofit organization dedicated to providing safe, stable, and affordable housing for low-income families. Absorbing this unexpectedly high sewer charge would create a significant and unplanned financial burden, ultimately impacting other resources available to support our residents.

Given these circumstances, we respectfully request that the Board approve a waiver of the sewer portion of the high-side meter reading, in the amount of \$43,911.65, for the billing period referenced above.

We appreciate your consideration and are happy to provide any additional documentation or clarification the Board may require.

Sincerely,

Maralynn Giancola
Board Chairman
Niagara Falls Housing Authority

PEOPLE & POSSIBILITIES

Harry S. Jordan Gardens • Anthony Spallino Towers • Henry E. Wrobel Towers • Packard Court • Beloved Community
Doris W. Jones Family Resource Building • Packard Court Community Center
NFWB Jan. 26, 2026 Agenda Packet Page 4



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

December 19, 2025

Sean Costello
Executive Director
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Re: Drinking Water State Revolving Fund (DWSRF) Project No. 19056
Water System & Water Treatment Plant Improvements
2025 Water Infrastructure Improvement Grant

Dear Director Costello:

On behalf of Governor Kathy Hochul, I am pleased to inform you that your community has been awarded a NYS Water Infrastructure Improvement Grant (WIIA) for the above referenced project.

Your WIIA grant has been awarded in an amount not to exceed \$5,000,000 based on information provided in your application, including total estimated eligible project costs. The Environmental Facilities Corporation (EFC) will determine the actual amount of your grant when the project is complete and final project costs have been confirmed. Your grant may be reduced if total project costs are less than anticipated or if your project receives funds from another source.

As means of advancing this project, members of the EFC team will contact you to guide you through the program requirements and related processes, and to answer any of your questions. To remain eligible for these funds, your community must show continued progress towards executing a Project Finance Agreement for the above project. EFC reserves the right to revoke this award if insufficient progress is made towards executing a Project Finance Agreement.

We appreciate your interest in the WIIA program and look forward to working with you on your water quality improvement project.

Sincerely,

A handwritten signature in blue ink that reads "Maureen A. Coleman".

Maureen A. Coleman
President & CEO

CC: Douglas S. Williamson, P.E., Director of Tech. and Reg. Services, Niagara Falls Water Board
Jason Foote, P.E., Engineering Principal, CPL Architecture Engineering and Planning
Shiela Miller, NYS Department of Health
Nichlaus Adams, EFC
Elisabeth Schanz, EFC
Monica Cook, EFC



NIAGARA FALLS WATER BOARD

MEMORANDUM

To: Alexander Hailey, CDT Team Leader

From: Sean W. Costello, Executive Director & General Counsel

Regarding: Commendation

Date: January 22, 2025

This memorandum is to formally commend you for your exemplary conduct in assisting a community member in need on 3rd Street near The Jefferson apartments on January 21, 2026.

According to the report I received, you and your colleague, Mr. Christopher Ketch, observed a gentleman laying on the sidewalk and signaling for help on a cold and snowy winter day. You immediately stopped to offer assistance, learned that he lives with Parkinson's disease and was unable to stand, and then helped him safely return to his residence.

Particularly noteworthy was your calm, respectful approach – steadying the gentleman's hand and helping him with his keys, thereby ensuring he was able to enter the apartment complex securely. Your actions reflect compassion, service, and a strong sense of responsibility to our community.

On behalf of the Niagara Falls Water Board, thank you for being an outstanding representative of our organization and for modeling the values we strive to uphold every day.

A copy of this memorandum will be placed in your personnel file in recognition of your service.



MEMORANDUM

To: Christopher Ketch, Operating Engineer

From: Sean W. Costello, Executive Director & General Counsel

Regarding: Commendation

Date: January 22, 2025

A handwritten signature in blue ink, appearing to read "Sean W. Costello".

This memorandum is to formally commend you for your exemplary conduct in assisting a community member in need on 3rd Street near The Jefferson apartments on January 21, 2026.

According to the report I received, you and your colleague, Mr. Alexander Hailey, observed a gentleman laying on the sidewalk and signaling for help on a cold and snowy winter day. You immediately stopped to offer assistance, learned that he lives with Parkinson's disease and was unable to stand, and then helped him safely return to his residence.

Particularly noteworthy was your calm, respectful approach – steadying the gentleman's hand and helping him with his keys, thereby ensuring he was able to enter the apartment complex securely. Your actions reflect compassion, service, and a strong sense of responsibility to our community.

On behalf of the Niagara Falls Water Board, thank you for being an outstanding representative of our organization and for modeling the values we strive to uphold every day.

A copy of this memorandum will be placed in your personnel file in recognition of your service.



MINUTES

**Business Meeting of the
Niagara Falls Water Board
December 15, 2025 at 5:00 p.m.**

**Water Treatment Plant Conference Room
5815 Buffalo Avenue, Niagara Falls New York 14304**

Meeting could be attended in person or via videoconference. Minutes do not represent a complete summary of all matters discussed. Complete video recordings of meetings are posted online at: <https://tinyurl.com/nfwbMedia>.

1. Preliminary Matters

a. Call To Order

Chairman Sirianni called the meeting to order at 5:04 p.m.

b. Pledge of Allegiance to the Flag of the United States of America

c. Attendance:

Cole Present, Dean Present, Kimble Present via Zoom, Sirianni Present.

d. Public Comments (all other topics): Speakers must register with the Secretary by 5:00 p.m. and are limited to three minutes per person – total time for all speakers may not exceed one hour.

Earl Wells III, president of e3communications, introduced himself and his public relations and government relations firm. He thanked the Board for the potential opportunity to work on water and wastewater infrastructure needs.

e. Prior Meeting Minutes

i. Draft November 17, 2025 Business Meeting Minutes

Motion by Board Member Dean and seconded by Board Member Kimble to accept the November 17, 2025 business meeting minutes.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

2. Executive Director & General Counsel – Sean Costello

Mr. Costello displayed a copy of the service line material notifications that will be mailed to customers the week of December 22. These EPA-required notices will be accompanied by a diagram showing the potential sources of lead in the home.

Mr. Costello also presented slides with photographs of the moving bed biological reactor (MBBR), disc filters, and biological aerated filters that the team working on the WWTP Preliminary Engineering Report viewed during site visits in November.

3. Engineering – Doug Williamson

Mr. Williamson discussed changes in chemical bid prices as reflected by the charts included in the agenda packet. The bid for the West Rivershore watermain replacement project was opened on December 6, the two bids received are being reviewed with possible award in January.

4. Finance – Deborah Ziolkowski

- a. Bank Account Balance Report
- b. Invested Funds Balance Report
- c. Wilmington Trust Account Report
- d. 2025 Tax Transfer

Ms. Ziolkowski noted that there was a large decrease in the amount of unpaid bills transferred to City taxes, attributed to the resumption of service terminations for unpaid bills. She is learning Finance Department systems, and has transitioned to electronic approvals for journal entries. Board Member Dean requested additional information regarding how much the Water Board receives from the City after it transfers balances to taxes.

5. Administrative Services – Caleb Holman

a. December 15, 2025 Personnel Actions

Mr. Holman noted that there will be an additional session of mandatory ethics training as well as repetitive motion injury prevention training this month. He noted the three items for Board approval on the Personnel Actions sheet. Line 1 is a compliance officer/industrial waste inspector for succession planning, in advance of Steve Stewart's May 2026 retirement. Line 2 is promotion of a WWTP Buildings and Grounds worker from MW2 to MW3. Line 3 is permanent appointment of a Sr. Administrative Assistant, which was listed in the personnel budget information accompanying the 2026 budget.

Motion by Board Member Dean and seconded by Chairman Sirianni to approve Line Item 1 on the December 15, 2025 Personnel Actions, authorization to hire a Compliance Officer/Industrial Waste Inspector.

Cole N Dean Y Kimble N Sirianni Y

Motion failed, 2-2.

Chairman Sirianni asked Mr. Costello the purpose of the position, which was explained as including collecting samples at industry that the Water Board uses for billing. They also check industry compliance with their permits.

Motion by Board Member Dean and seconded by Chairman Sirianni to approve Line Item 2 on the December 15, 2025 Personnel Actions, authorization to promote a WWTP Buildings & Grounds MW2 to MW3.

Cole N Dean Y Kimble Y Sirianni Y

Motion carried, 3-1.

Motion by Board Member Dean and seconded by Chairman Sirianni to approve Line Item 3 on the December 15, 2025 Personnel Actions, authorization for permanent appointment of Erin Macri as Sr. Administrative Assistant.

Cole N Dean Y Kimble N Sirianni Y

Motion failed, 2-2.

Chairman Sirianni questioned the reason for the "no" votes, saying the person in question is doing an excellent job and suggesting politics are involved. Board Member Kimble took exception, stating that she feels individuals are not being treated fairly and votes in what she feels is in the best interest of the Water Board and human decency. Board Member Cole stated he echoes Board Member Kimble's comments and that he feels the one playing politics is Chairman Sirianni, questioning why otherwise would he serve on the Board as a

non-resident. Chairman Sirianni stated that he is allowed to be on the Board and that he believes Board Member Cole's decision on the vote is being made by Mayor Restaino. He questioned whether Board Member Cole wanted to violate the Board's residence preference resolution and the Civil Service law, which Board Member Cole denied and said that Chairman Sirianni is just upset with him for not voting the way the Chairman wants. Though he voted no, Board Member Cole supports Erin Macri getting the promotion.

Further discussion on the proposed promotion ensued. Erin Macri currently is a provisional Administrative Assistant. There is a budgeted Sr. Administrative Assistant for 2026, but not an Administrative Assistant. If not appointed to Sr. Administrative Assistant, she will need to be terminated. Board Member Cole felt elimination of one of the two administrative positions was done in a way that was not transparent and questioned why one of those positions would be eliminated when the Finance Department now is short a position. Mr. Holman advised that the positions in question are in Administrative Services, not finance. Board Member Cole questioned why an administrative position was eliminated in the budget passed in November when in October he believed a majority of the Board voted against that. Mr. Holman noted that the vote in October was not to eliminate a position, it was to appoint a Sr. Administrative Assistant, and there was a notation that the administrative assistant position was anticipated to be eliminated in the 2026 budget. Board Member Dean clarified that the notation was additional information, not the action that was voted upon.

6. Outside Infrastructure Updates – Michael Eagler, Sr.

Mr. Eagler discussed recent bids for repairs to sewers too deep for NFWB equipment, with work starting on 78th Street later in the week and a date still to be determined for 88th Street. On the date of the Board meeting an emergency bid is being opened for a 15-inch sewer main on 24th Street between Seneca and Fairfield, which drains the CSX railyard. The main is collapsed and must be repaired to restore service to impacted properties. The excavation for this repair will need to go to 17' in depth. Mr. Costello noted that this is an emergency situation and he will authorize the work, with a Board resolution in January to approve payment.

Mr. Eagler also discussed an issue in the "Alphabet" streets, where National Fuel has made many exploratory excavations to try to find the source of water in its gas main. That water tested positive for fluoride at a percentage much higher than what the WTP provides in finished water. The source of the water was not a water main break, and the elevated fluoride was due to road salt. The Water Board had no role in National Fuel's problem.

Mr. Eagler will begin working with Mr. Reid in the Meter Shop to develop a plan for large meter testing.

7. Information Technology (IT) –Jonathan Joyce or Elton Mensah-Selby

Mr. Joyce reported that security scans have disclosed no high-level vulnerabilities. The print server at City Hall has been upgraded to allow continued access to New World for the staff collecting Water Board payments. A resolution before the Board is to purchase new switches for the WTP, which will address some failing switches while enhancing IT's ability to segment the internal network and diagnose network issues. Mr. Mensah-Selby has obtained UPS quotes, but they are working to find a way to purchase by piggybacking on another government contract. IT also is working to test new SCADA software for the WTP, which would mean moving away from the current dated GE software.

8. Questions Regarding November 2025 Operations and Maintenance Report

9. Resolutions

2025-12-001 - PROCUREMENT OF NETWORK SWITCHES FOR WTP

- a. 2025-11-17 - International Data Link Quote for WTP Switches

Motion by Board Member Dean and seconded by Chairman Sirianni to approve.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

RESOLUTION 2025-12-002 - RENEWING MEMORANDUM OF UNDERSTANDING WITH JAMESTOWN COMMUNITY COLLEGE

- a. MOU NFWB-JCC 2026

Motion by Board Member Kimble and seconded by Board Member Dean to approve.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

2025-12-003 - COMBINED BID FOR 2026 WATER AND WASTEWATER TREATMENT CHEMICALS

- a. 2025-11-28 - NFWB Bid #W2025-02, Chemicals, Award Recommendation
- b. Historical Chemical Bid Price Information

Motion by Board Member Dean and seconded by Board Member Kimble to approve.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

2025-12-004 - ACCEPTING PROPOSAL FOR GOVERNMENT RELATIONS AND LOBBYING SERVICES

- a. e3communications proposal dated November 12, 2025

Motion by Board Member Kimble and seconded by Board Member Dean to approve.

Cole N Dean Y Kimble Y Sirianni Y

Motion carried, 3-1.

2025-12-005 - ANNUAL REVIEW OF PROCUREMENT AND INVESTMENT POLICIES

- a. NFWB Procurement Policy v1.7.1
- b. NFWB Investment Policy v1.3.1

Motion by Board Member Dean and seconded by Board Member Kimble to approve.

Cole N Dean Y Kimble Y Sirianni Y

Motion carried, 3-1.

2025-12-006 - MISSION STATEMENT, PERFORMANCE MEASUREMENTS, ANNUAL REPORT

- a. 2025 Annual Review of Mission Statement, Performance Measurements, Report on Ops and Accomplishments

Motion by Board Member Kimble and seconded by Board Member Dean to approve.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

**2025-12-007 - AWARD BID FOR 15 INCH SANITARY SEWER MAIN REPAIR,
600 BLOCK OF 88TH STREET**

- a. 2025-12-11 - Bid Tabulation and Award Recommendation for 15-Inch Sanitary Sewer Repair, 600 Blk of 88th St

Motion by Board Member Dean and seconded by Board Member Kimble to approve.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

**2025-12-008 - AWARD OF BID FOR WATER AND SEWER CONSTRUCTION
AND REPAIR MATERIALS**

- a. 2025-12-11 – Bid Tabulation and Award Recommendation - Bid 2025-01, Water and Sewer Construction and Repair Materials

Motion by Board Member Kimble and seconded by Board Member Dean to approve.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

10. Unfinished/Old Business

11. New Business & Additional Items for Discussion

**12. Executive Session (anticipated, pursuant to Public Officers Law § 105(1)(f),
regarding matters related to the appointment, employment, promotion, demotion,
discipline, suspension, dismissal or removal of particular persons)**

*Motion by Board Member Kimble and seconded by Board Member Dean to enter into
executive session at 6:10 p.m. and pursuant to Public Officers Law § 105(1)(f), to discuss
matters related to the appointment, employment, promotion, demotion, discipline, suspension,
dismissal or removal of particular persons.*

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

MINUTES OF THE EXECUTIVE SESSION

The following motion was approved by the Board while in Executive Session:

Motion by Board Member Kimble and seconded by Chairman Sirianni to terminate Michael Smith's at-will appointment as Director of Financial Services based on unprofessional conduct and unsatisfactory performance, as more fully described in a memorandum from the Executive Director dated December 11, 2025, and because the Board no longer has confidence in his ability to perform the duties of that position.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

Whereupon the Board returned to the public session, and entertained a motion by Board Member Kimble and seconded by Board Member Dean to exit Executive Session at 6:43 p.m.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

Motion by Board Member Kimble and seconded by Board Member Dean to return to the open meeting.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

Motion by Board Member Kimble and seconded by Board Member Dean to appoint Deborah Ziolkowski Director of Financial Services at a salary of \$92,500.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

13. Adjournment of Meeting

Motion by Board Member Kimble and seconded by Board Member Dean to adjourn the meeting at 6:45 p.m.

Cole Y Dean Y Kimble Y Sirianni Y

Motion carried, 4-0.

DRAFT

Niagara Falls Water Board
Bank on Buffalo & Keybank Account Balances
Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
January	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	541.63	0.00	0.00	541.63	5,625,722.63	5,625,181.00
	X4899	Depository-BOB	6,639,451.21	3,325,085.52	0.00	(4,051,153.56)	(726,068.04)	5,913,383.17	10,291,925.84
	X9220	Depository-Keybank	1,108,276.80	214,419.41	0.00	0.00	214,419.41	1,322,696.21	1,834,140.22
	X4906	Payroll	290,532.10	0.00	(1,466,635.76)	1,469,103.96	2,468.20	293,000.30	114,660.06
	X4914	Benefits	18,041.57	0.00	(6,991.83)	0.00	(6,991.83)	11,049.74	22,024.75
	X0643	Operating	1,139,807.09	0.00	(2,462,477.20)	2,582,049.60	119,572.40	1,259,379.49	543,469.84
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	33,554.82
		Totals	14,913,049.28	3,540,046.56	(3,936,104.79)	0.00	(396,058.23)	14,516,991.05	18,556,581.36

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
February	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,722.63	150.00	0.00	(691.63)	(541.63)	5,625,181.00	5,625,181.00
	X4899	Depository	5,913,383.17	3,604,796.01	0.00	(3,723,668.26)	(118,872.25)	5,794,510.92	10,285,749.93
	X9220	Depository-Keybank	1,322,696.21	135,913.34	0.00	0.00	135,913.34	1,458,609.55	1,988,021.78
	X4906	Payroll	293,000.30	0.00	(613,865.56)	838,424.96	224,559.40	517,559.70	108,448.73
	X4914	Benefits	11,049.74	0.00	(5,177.68)	10,925.52	5,747.84	16,797.58	22,313.75
	X0643	Operating	1,259,379.49	0.00	(3,091,170.67)	2,875,009.41	(216,161.26)	1,043,218.23	585,029.58
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	33,554.82
		Totals	14,516,991.05	3,740,859.35	(3,710,213.91)	0.00	30,645.44	14,547,636.49	18,739,924.42

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
March	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	5,794,510.92	2,934,331.74	0.00	(2,042,014.23)	892,317.51	6,686,828.43	10,086,675.05
	X9220	Depository-Keybank	1,458,609.55	164,706.99	0.00	0.00	164,706.99	1,623,316.54	2,154,419.52
	X4906	Payroll	517,559.70	0.00	(541,889.77)	277,780.18	(264,109.59)	253,450.11	114,034.47
	X4914	Benefits	16,797.58	0.00	(6,902.73)	0.00	(6,902.73)	9,894.85	11,794.75
	X0643	Operating	1,043,218.23	0.00	(1,556,123.96)	1,764,234.05	208,110.09	1,251,328.32	529,552.28
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	33,554.82
		Totals	14,547,636.49	3,099,038.73	(2,104,916.46)	0.00	994,122.27	15,541,758.76	18,646,836.72

Niagara Falls Water Board
Bank on Buffalo & Keybank Account Balances
Year 2025

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Net Change</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
April	X4873	Board Account	91,624.83			0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	6,686,828.43	2,805,742.31	0.00	(2,150,323.26)	655,419.05	7,342,247.48	10,161,131.52
	X9220	Depository-Keybank	1,623,316.54	208,311.47	0.00	0.00	208,311.47	1,831,628.01	871,043.73
	X4906	Payroll	253,450.11	0.00	(557,685.62)	810,991.46	253,305.84	506,755.95	108,782.85
	X4914	Benefits	9,894.85	0.00	(9,518.35)	9,973.26	454.91	10,349.76	26,455.75
	X0643	Operating	1,251,328.32	0.00	(2,066,862.87)	1,329,358.54	(737,504.33)	513,823.99	608,176.60
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	690,154.68
		Totals	15,541,758.76	3,014,053.78	(2,634,066.84)	0.00	379,986.94	15,921,745.70	18,182,550.96

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Net Change</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
May	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	7,342,247.48	3,288,566.59	0.00	(2,531,291.46)	757,275.13	8,099,522.61	10,904,349.66
	X9220	Depository-Keybank	1,831,628.01	313,411.46	0.00	0.00	313,411.46	2,145,039.47	1,063,357.49
	X4906	Payroll	506,755.95	0.00	(790,563.22)	529,426.79	(261,136.43)	245,619.52	304,222.44
	X4914	Benefits	10,349.76	0.00	(8,374.57)	13,098.27	4,723.70	15,073.46	18,549.95
	X0643	Operating	513,823.99	0.00	(2,110,841.70)	1,988,766.40	(122,075.30)	391,748.69	527,191.11
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	690,154.68
		Totals	15,921,745.70	3,601,978.05	(2,909,779.49)	0.00	692,198.56	16,613,944.26	19,224,631.16

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Net Change</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
June	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	300.00	(300.00)	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	8,099,522.61	1,999,575.36	0.00	(2,384,763.52)	(385,188.16)	7,714,334.45	7,515,521.72
	X9220	Depository-Keybank	2,145,039.47	337,874.16	0.00	0.00	337,874.16	2,482,913.63	109,563.27
	X4906	Payroll	245,619.52	0.00	(564,140.58)	560,438.20	(3,702.38)	241,917.14	303,168.25
	X4914	Benefits	15,073.46	(12,277.64)	0.00	12,655.10	377.46	15,450.92	15,928.88
	X0643	Operating	391,748.69	0.00	(1,666,842.07)	1,811,670.22	144,828.15	536,576.84	1,038,230.20
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
		Totals	16,613,944.26	2,325,471.88	(2,231,282.65)	(0.00)	94,189.23	16,708,133.49	14,699,352.83

Niagara Falls Water Board
Bank on Buffalo & Keybank Account Balances
Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
July	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	7,714,334.45	4,899,329.58	0.00	(3,326,310.48)	1,573,019.10	9,287,353.55	9,705,154.89
	X9220	Depository-Keybank	2,482,913.63	313,316.39	0.00	0.00	313,316.39	2,796,230.02	291,783.52
	X4906	Payroll	241,917.14	0.00	(596,675.82)	586,266.67	(10,409.15)	231,507.99	285,128.86
	X4914	Benefits	15,450.92	0.00	(10,524.73)	9,662.54	(862.19)	14,588.73	3,360.49
	X0643	Operating	536,576.84	0.00	(2,671,245.61)	2,730,381.27	59,135.66	595,712.50	430,314.50
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
			Totals	16,708,133.49	5,212,645.97	(3,278,446.16)	(0.00)	1,934,199.81	18,642,333.30
									16,432,682.77

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
August	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	9,287,353.55	2,479,113.97	0.00	(2,538,696.90)	(59,582.93)	9,227,770.62	10,026,762.58
	X9220	Depository-Keybank	2,796,230.02	329,644.63	0.00	0.00	329,644.63	3,125,874.65	450,509.48
	X4906	Payroll	231,507.99	0.00	(538,346.09)	539,905.08	1,558.99	233,066.98	285,539.03
	X4914	Benefits	14,588.73	0.00	(8,464.88)	0.00	(8,464.88)	6,123.85	19,549.87
	X0643	Operating	595,712.50	205,367.14	(1,699,461.81)	1,998,791.82	504,697.15	1,100,409.65	589,518.60
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
			Totals	18,642,333.30	3,014,125.74	(2,246,272.78)	0.00	767,852.96	19,410,186.26
									17,088,820.07

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
September	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	9,227,770.62	993,415.20	0.00	(2,138,681.66)	(1,145,266.46)	8,082,504.16	8,664,971.79
	X9220	Depository-Keybank	3,125,874.65	283,794.75	0.00	0.00	283,794.75	3,409,669.40	619,356.34
	X4906	Payroll	233,066.98	0.00	(559,595.54)	548,141.42	(11,454.12)	221,612.86	285,035.64
	X4914	Benefits	6,123.85	0.00	(8,833.28)	10,414.29	1,581.01	7,704.86	12,623.38
	X0643	Operating	1,100,409.65	468,234.81	(1,805,204.35)	1,580,125.95	243,156.41	1,343,566.06	1,123,010.96
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
			Totals	19,410,186.26	1,745,444.76	(2,373,633.17)	(0.00)	(628,188.41)	18,781,997.85
									16,421,938.62

Niagara Falls Water Board
Bank on Buffalo & Keybank Account Balances
Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
October	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	8,082,504.16	5,221,764.93	0.00	(2,861,599.98)	2,360,164.95	10,442,669.11	7,924,191.89
	X9220	Depository-Keybank	3,409,669.40	675,960.06	0.00	0.00	675,960.06	4,085,629.46	882,319.14
	X4906	Payroll	221,612.86		(800,974.14)	806,402.14	5,428.00	227,040.86	315,904.71
	X4914	Benefits	7,704.86	0.00	(13,103.08)	15,720.26	2,617.18	10,322.04	1,847.57
	X0643	Operating	1,343,566.06	118,085.53	(2,476,584.32)	2,039,477.58	(319,021.21)	1,024,544.85	1,401,005.84
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
			Totals	18,781,997.85	6,015,810.52	(3,290,661.54)	(0.00)	2,725,148.98	21,507,146.83
									16,242,209.66

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
November	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	0.00	0.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	10,442,669.11	4,211,014.82	0.00	(3,525,711.40)	685,303.42	11,127,972.53	8,412,079.11
	X9220	Depository-Keybank	4,085,629.46	361,516.60	0.00	0.00	361,516.60	4,447,146.06	1,095,350.48
	X4906	Payroll	227,040.86	0.00	(554,582.49)	549,845.93	(4,736.56)	222,304.30	275,144.93
	X4914	Benefits	10,322.04	0.00	(9,794.65)	15,061.89	5,267.24	15,589.28	6,041.47
	X0643	Operating	1,024,544.85	0.00	(2,135,446.22)	2,960,803.58	825,357.36	1,849,902.21	690,008.03
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
			Totals	21,507,146.83	4,572,531.42	(2,699,823.36)	0.00	1,872,708.06	23,379,854.89
									16,195,564.53

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Net Change	Ending Balance	P/Y Ending Balance
December	X4873	Board Account	91,624.83	0.00	0.00	0.00	0.00	91,624.83	91,624.83
	X4881	O&M Reserve	5,625,181.00	0.00	(1,000,000.00)	1,000,000.00	0.00	5,625,181.00	5,625,181.00
	X4899	Depository	11,127,972.53	1,732,731.25	0.00	(3,242,401.24)	(1,509,669.99)	9,618,302.54	6,639,451.21
	X9220	Depository-Keybank	4,447,146.06	109,517.95	0.00	0.00	109,517.95	4,556,664.01	1,108,276.80
	X4906	Payroll	222,304.30	0.00	(712,093.59)	568,308.63	(143,784.96)	78,519.34	290,532.10
	X4914	Benefits	15,589.28	0.00	(9,003.54)	9,638.37	634.83	16,224.11	18,041.57
	X0643	Operating	1,849,902.21	0.00	(2,522,566.92)	1,664,454.24	(858,112.68)	991,789.53	1,139,807.09
	X4445	Grants	134.68	0.00	0.00	0.00	0.00	134.68	134.68
			Totals	23,379,854.89	1,842,249.20	(4,243,664.05)	(0.00)	(2,401,414.85)	20,978,440.04
									14,913,049.28

Niagara Falls Water Board

1865 Wealth Advisors (Bank on Buffalo/CNB Bank)

Treasury Account

Year 2025

Month	Beginning Balance	Net Deposits (Withdrawals)	Transfers to Depository	Change in Value	Ending Balance	Prior Year Ending Balance
January	15,512,541.84	0.00	0.00	51,375.50	15,563,917.34	15,498,212.20
February	15,563,917.34	0.00	0.00	50,610.01	15,614,527.35	15,488,100.27
March	15,614,527.35	0.00	0.00	61,765.86	15,676,293.21	15,516,830.01
April	15,676,293.21	0.00	0.00	50,487.89	15,726,781.10	15,481,160.30
May	15,726,781.10	0.00	0.00	50,609.45	15,777,390.55	15,479,055.34
June	15,777,390.55	0.00	0.00	59,122.36	15,836,512.91	15,545,315.32
July	15,836,512.91	0.00	0.00	50,070.56	15,886,583.47	15,483,658.89
August	15,886,583.47	0.00	0.00	54,413.90	15,940,997.37	15,494,396.09
September	15,940,997.37	0.00	0.00	68,589.20	16,009,586.57	15,566,763.77
October	16,009,586.57	(9,614,633.81)	9,614,633.81	51,857.66	16,061,444.23	15,431,735.16
November	16,061,444.23	0.00	0.00	45,631.55	16,107,075.78	15,431,639.18
December	16,107,075.78	(1,000,000.00)	0.00	48,293.87	15,155,369.65	15,512,541.84

Niagara Falls Water Board
Wilmington Trust (M&T Bank) Account Balances
Year 2025

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Investment Income</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
January	X3250	Debt Service	2,969,528.67	459,538.06	(383,740.64)	0.00	10,696.46	3,056,022.55	5,578,111.90
	X3251	Construction	961.55	0.00	0.00	0.00	3.14	964.69	921.94
	X3252	Debt Service Reserve	7,797,646.18	0.00	0.00	0.00	29,091.34	7,826,737.52	7,481,339.53
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	898,613.49	172,401.50	(543,005.63)	0.00	2,511.14	530,520.50	302,267.18
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,878,099.80	0.00	0.00	0.00	12,655.86	3,890,755.66	2,745,879.80
Totals			15,570,548.93	631,939.56	(926,746.27)	0.00	54,957.94	15,330,700.16	16,134,219.59

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Investment Income</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
February	X3250	Debt Service	3,056,022.55	919,076.12	0.00	0.00	10,940.29	3,986,038.96	5,599,265.45
	X3251	Construction	964.69	0.00	0.00	0.00	2.80	967.49	925.44
	X3252	Debt Service Reserve	7,826,737.52	0.00	0.00	0.00	26,525.01	7,853,262.53	7,508,687.69
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	530,520.50	344,803.00	0.00	0.00	2,042.30	877,365.80	442,655.83
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,890,755.66	0.00	0.00	0.00	11,306.27	3,902,061.93	2,421,329.03
Totals			15,330,700.16	1,263,879.12	0.00	0.00	50,816.67	16,645,395.95	15,998,562.68

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Investment Income</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
March	X3250	Debt Service	3,986,038.96	0.00	0.00	0.00	13,343.09	3,999,382.05	5,622,053.91
	X3251	Construction	967.49	0.00	0.00	0.00	3.10	970.59	929.20
	X3252	Debt Service Reserve	7,853,262.53	0.00	0.00	0.00	29,354.00	7,882,616.53	7,537,940.23
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	877,365.80	0.00	0.00	0.00	2,807.84	880,173.64	583,729.15
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,902,061.93	0.00	(898,487.61)	0.00	9,798.12	3,013,372.44	2,023,004.28
Totals			16,645,395.95	0.00	(898,487.61)	0.00	55,306.15	15,802,214.49	15,793,356.01

Niagara Falls Water Board
Wilmington Trust (M&T Bank) Account Balances
Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
April	X3250	Debt Service	3,999,382.05	459,538.06	0.00	0.00	14,497.89	4,473,418.00	5,644,133.25
	X3251	Construction	970.59	0.00	0.00	0.00	3.01	973.60	932.84
	X3252	Debt Service Reserve	7,882,616.53	0.00	0.00	0.00	28,424.25	7,911,040.78	7,566,261.31
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	880,173.64	172,401.50	0.00	0.00	3,260.19	1,055,835.33	725,257.50
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	3,013,372.44	0.00	(161,561.72)	0.00	9,252.08	2,861,062.80	5,847,896.06
Totals			15,802,214.49	631,939.56	(161,561.72)	0.00	55,437.42	16,328,029.75	19,810,180.20

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
May	X3250	Debt Service	4,473,418.00	459,538.06	(261,662.53)	0.00	16,113.47	4,687,407.00	5,407,330.19
	X3251	Construction	973.60	0.00	0.00	0.00	3.23	976.83	936.62
	X3252	Debt Service Reserve	7,911,040.78	0.00	0.00	0.00	29,580.72	7,940,621.50	7,595,558.61
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	1,055,835.33	172,401.50	0.00	0.00	4,069.40	1,232,306.23	867,469.16
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	2,861,062.80	0.00	(332,466.36)	0.00	9,056.27	2,537,652.71	5,229,576.46
Totals			16,328,029.75	631,939.56	(594,128.89)	0.00	58,823.09	16,424,663.51	19,126,570.28

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
June	X3250	Debt Service	4,687,407.00	459,647.38	0.00	0.00	18,002.01	5,165,056.39	5,428,493.54
	X3251	Construction	976.83	0.00	0.00	0.00	3.30	980.13	940.30
	X3252	Debt Service Reserve	7,940,621.50	0.00	0.00	0.00	28,920.72	7,969,542.22	7,623,944.68
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	1,232,306.23	172,401.50	0.00	0.00	4,713.63	1,409,421.36	1,010,094.82
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	2,537,652.71	0.00	(29,500.00)	0.00	8,530.32	2,516,683.03	9,558,932.26
Totals			16,424,663.51	632,048.88	(29,500.00)	0.00	60,169.98	17,087,382.37	23,648,104.84

Niagara Falls Water Board
Wilmington Trust (M&T Bank) Account Balances
Year 2025

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Investment Income</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
July	X3250	Debt Service	5,165,056.39	459,709.75	(4,558,217.54)	0.00	10,201.65	1,076,750.25	937,414.58
	X3251	Construction	980.13	0.00	0.00	0.00	3.41	983.54	944.11
	X3252	Debt Service Reserve	7,969,542.22	0.00	0.00	0.00	29,968.04	7,999,510.26	7,653,449.33
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	1,409,421.36	172,401.50	(1,553,005.63)	0.00	2,550.42	31,367.65	27,193.31
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	2,516,683.03	0.00	(665,113.18)	0.00	8,014.38	1,859,584.23	7,676,743.03
Totals			17,087,382.37	632,111.25	(6,776,336.35)	0.00	50,737.90	10,993,895.17	16,321,443.60

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Investment Income</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
August	X3250	Debt Service	1,076,750.25	459,709.75	0.00	0.00	6,598.04	1,543,058.04	1,402,417.00
	X3251	Construction	983.54	0.00	0.00	0.00	3.41	986.95	947.93
	X3252	Debt Service Reserve	7,999,510.26	0.00	0.00	0.00	30,001.28	8,029,511.54	7,683,093.45
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	31,367.65	172,401.50	0.00	0.00	707.80	204,476.95	200,284.66
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	1,859,584.23	0.00	(78,897.50)	0.00	6,185.19	1,786,871.92	7,676,043.81
Totals			10,993,895.17	632,111.25	(78,897.50)	0.00	43,495.72	11,590,604.64	16,988,486.09

<u>Month</u>	<u>Acct #</u>	<u>Account Name</u>	<u>Begin. Balance</u>	<u>Deposits</u>	<u>Payments</u>	<u>Transfers</u>	<u>Investment Income</u>	<u>Ending Balance</u>	<u>P/Y Ending Balance</u>
September	X3250	Debt Service	1,543,058.04	459,709.75	0.00	0.00	6,883.57	2,009,651.36	1,869,757.70
	X3251	Construction	986.95	0.00	0.00	0.00	3.30	990.25	951.52
	X3252	Debt Service Reserve	8,029,511.54	0.00	0.00	0.00	28,941.25	8,058,452.79	7,711,618.59
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	204,476.95	172,401.50	0.00	0.00	1,224.37	378,102.82	374,030.82
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	1,786,871.92	0.00	(994,497.42)	0.00	5,267.80	797,642.30	6,165,925.76
Totals			11,590,604.64	632,111.25	(994,497.42)	0.00	42,320.29	11,270,538.76	16,147,983.63

Niagara Falls Water Board
Wilmington Trust (M&T Bank) Account Balances
Year 2025

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
October	X3250	Debt Service	2,009,651.36	204,338.13	0.00	0.00	8,398.47	2,222,387.96	2,337,755.82
	X3251	Construction	990.25	0.00	0.00	0.00	3.40	993.65	955.03
	X3252	Debt Service Reserve	8,058,452.79	0.00	0.00	0.00	29,783.56	8,088,236.35	7,740,786.39
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	378,102.82	171,926.66	0.00	0.00	1,832.73	551,862.21	548,429.89
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	797,642.30	0.00	(403,989.21)	0.00	2,541.52	396,194.61	5,868,919.57
Totals			11,270,538.76	376,264.79	(403,989.21)	0.00	42,559.68	11,285,374.02	16,522,545.94

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
November	X3250	Debt Service	2,222,387.96	459,032.02	0.00	0.00	9,205.54	2,690,625.52	2,552,522.80
	X3251	Construction	993.65	0.00	0.00	0.00	3.03	996.68	958.30
	X3252	Debt Service Reserve	8,088,236.35	0.00	0.00	0.00	28,670.99	8,116,907.34	7,768,844.78
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	551,862.21	172,243.22	0.00	0.00	2,216.23	726,321.66	723,236.41
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	396,194.61	0.00	0.00	0.00	1,232.42	397,427.03	5,011,352.89
Totals			11,285,374.02	631,275.24	0.00	0.00	41,328.21	11,957,977.47	16,082,614.42

Month	Acct #	Account Name	Begin. Balance	Deposits	Payments	Transfers	Investment Income	Ending Balance	P/Y Ending Balance
December	X3250	Debt Service	2,690,625.52	459,032.02	0.00	0.00	9,907.17	3,159,564.71	2,969,528.67
	X3251	Construction	996.68	0.00	0.00	0.00	3.10	999.78	961.55
	X3252	Debt Service Reserve	8,116,907.34	0.00	0.00	0.00	29,405.57	8,146,312.91	7,797,646.18
	X9279	Expense Account	16,079.32	0.00	0.00	0.00	0.00	16,079.32	16,079.32
	X4118-0	2022A DSF	726,321.66	172,243.22	0.00	0.00	2,521.54	901,086.42	898,613.49
	X4118-1	2022A Issuance	9,619.92	0.00	0.00	0.00	0.00	9,619.92	9,619.92
	X2722	Capital Fund Construction	397,427.03	0.00	(40,918.59)	0.00	1,163.26	357,671.70	3,878,099.80
Totals			11,957,977.47	631,275.24	(40,918.59)	0.00	43,000.64	12,591,334.76	15,570,548.93

Niagara Falls Water Board
Amounts transferred to the City tax roll
11/30/25

Water		Sewer		Funds Received 6/30/2025			Total Balance Received as of 6/30/2025			
Transfer Date	Amount	# of Accounts	# of Accounts	Total	Billed	Interest	Billed / Total Received (not incl. int.)	Billed	Interest	Billed To Date / Amount Transferred to Taxes (not incl. int.)
11/30/11	612,685.03	4054	727,718.82	3,737	1,340,403.85					
11/27/12	608,452.90	N/A	708,523.69	N/A	1,316,976.59					
11/30/13	679,903.92	4255	814,445.79	3,979	1,494,349.71					
12/02/14	831,484.64	N/A	895,571.77	N/A	1,727,056.41					
11/30/15	1,140,403.09	4560	1,007,323.43	4,269	2,147,726.52	226.82	297.13	0.01%	1,173,618.06	118,039.65
11/30/16	659,587.65	4190	793,528.27	3,931	1,453,115.92	495.68	532.92	0.03%	1,062,416.30	107,689.32
11/30/17	592,855.08	4153	788,445.99	4,067	1,381,301.07	15,616.62	14,457.47	0.84%	1,037,352.68	115,120.91
12/04/18	619,472.83	4003	833,488.47	4,012	1,452,961.30	9,268.62	7,574.15	0.50%	1,056,571.31	95,872.09
11/30/19	540,383.88	3841	689,770.40	3,852	1,230,154.28	2,971.53	2,044.82	0.16%	950,985.46	81,139.01
11/30/20	838,832.92	3998	1,081,655.95	4,015	1,920,488.87	11,758.00	7,037.33	0.63%	1,519,050.49	133,071.44
11/30/21	903,450.86	3971	1,156,460.41	3,982	2,059,911.27	25,318.55	11,085.82	1.37%	1,411,279.16	91,278.86
11/30/22	1,315,032.92	4630	1,736,982.04	4,690	3,052,014.96	55,032.21	16,953.38	2.97%	1,990,505.54	115,795.14
11/30/23	1,467,582.28	4869	1,915,828.70	4,865	3,383,410.98	158,328.83	30,076.39	8.54%	2,009,183.08	73,631.65
11/30/24	1,543,372.93	4800	2,029,093.34	4,779	3,572,466.27	1,574,285.75	16,095.57	84.94%	1,574,285.75	16,095.57
11/30/25	1,091,159.52	4505	1,446,559.34	4,481	2,537,718.86					
					1,853,302.61	106,154.98	100.00%			
					Check Rec. <u>1,959,457.59</u>					
									13,785,247.83	947,733.64

Niagara Falls Water Board
Personnel Actions and Report
Monday, January 26, 2026

Personnel Actions Sheet & Requested of the Board.

All appointments are subject to the appointee meeting the minimum qualifications and all applicable civil service conditions.

A. PERSONNEL ACTIONS RECOMMEND TO HIRE

Line Item Number	Position	Department/Location	Pay Grade / Rate	ADDITIONAL INFORMATION
1	Compliance Officer/Industrial Waste Inspector	Enforcement	Grade 18A / \$27.46 - \$34.46 hr.	Succession planning for replacement of S. Stewart, whose retirement date is May 20, 2026. Salary for this was budgeted for 2026.

B. RECOMMENDED PROMOTION / MOVE / APPOINTMENT

Line Item Number	Name and Position	Department/Location	Change in pay rate or grade	ADDITIONAL INFORMATION
2	Erin Macri, Administrative Assistant to Senior Administrative Assistant	Administrative Services	Grade 19A-3.0 / \$32.09 hr. to Grade 21A-2.0 / \$33.57 hr.	Permanent Civil Service appointment; Canvass process completed. Candidate reachable in top three candidates on Senior Administrative Assistant Civil Service list established 10/16/2025. Candidate's current position, Administrative Assistant, was not funded in 2026 budget to reduce department's administrative staff to one Sr. Admin. Assistant.

C. PREVIOUSLY TABLED PERSONNEL ACTIONS

Line Item Number	Action and Position	Department/Location	Pay Rate or Grade	ADDITIONAL INFORMATION

D. OTHER PERSONNEL ACTIVITY FOR BOARD NOTIFICATION

Name	Position	Department/Location	Pay Grade / Rate	ADDITIONAL INFORMATION
Elijah Griggs	CDT Trainee	Collection and Distribution	Grade 9B - 3.0 / \$24.05 hr.	Resignation 1/9/2026
Patricia Frederick	Staff Accountant	Finance	Grade 21A - 3.2 / \$37.09	Permanent appointment; MCSC granted permanence due to passing score on Sr. Admin. Asst. Civil Service exam.
Jessica Basher	Billing Clerk	Finance	Grade 16A - 3.1 / \$28.81	Permanent appointment; MCSC granted permanence due to passing score on Sr. Admin. Asst. Civil Service exam.
Amanda Hacker	Records Retention Control Specialist	WWTP Maintenance	Grade 11 - 4.0 / \$26.14	Terminated 1/16/2025 after expiration of notice period required by CBA, position not funded in 2026 budget.

E. PERSONNEL ON LONG TERM LEAVE OF ABSENCE

Position	Last Day Worked	Dept.	Return Status	Comments
Lift Station Technician	12/24/2025	Collection and Distribution	Next appointment 1/27/2026	Workers Compensation

MONTHLY OPERATIONS & MAINTENANCE REPORT

December 2025



NIAGARA FALLS WATER BOARD

Monthly O&M Report

for the Month of December 2025

I. Treatment & Plant Maintenance

A. Water – Robert Rowe, updated 01-20-2026.

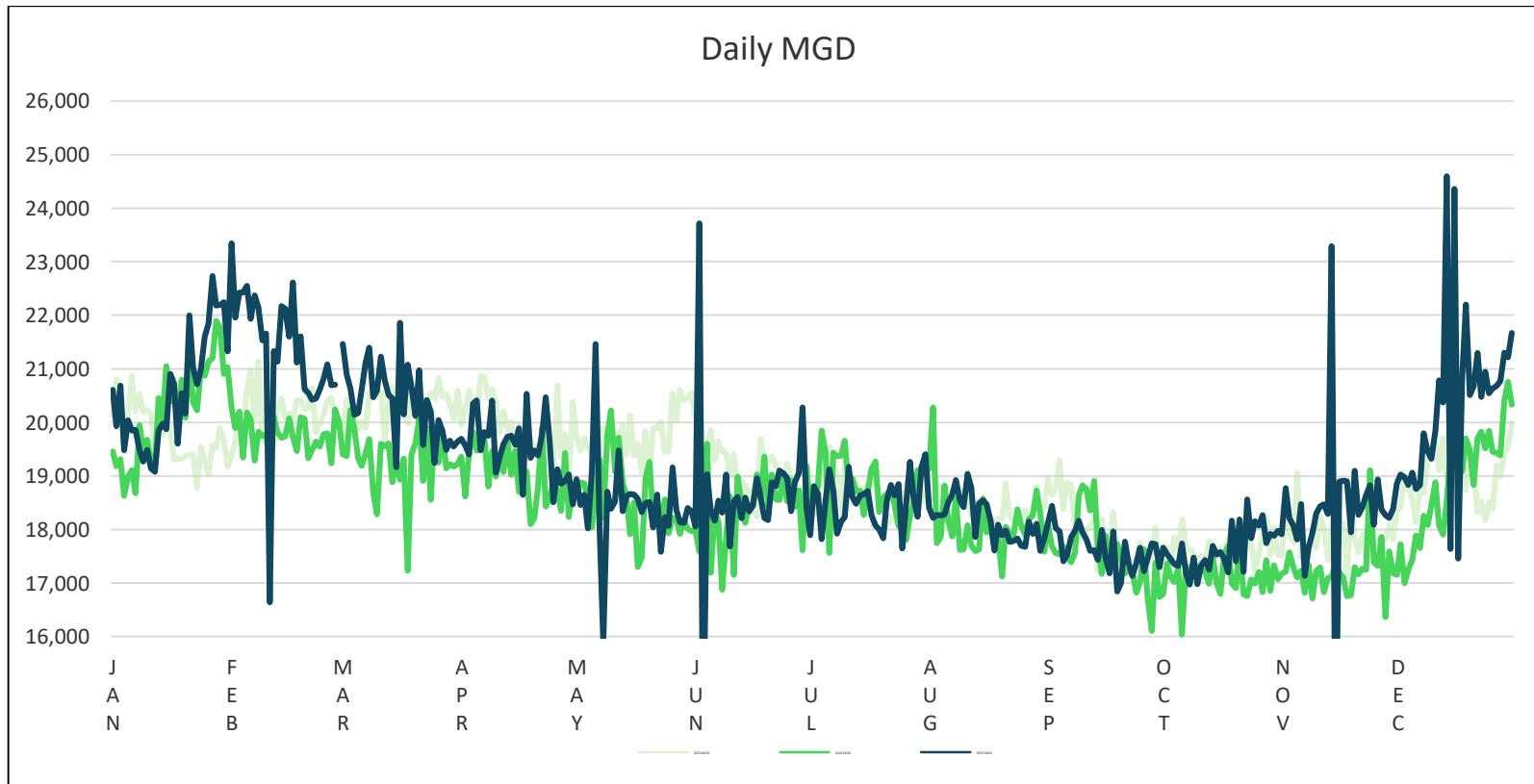
1. Water Production Data

Total water production for the month of December was 630 million gallons. The average daily water production was 20.3 million gallons. Total production for 2025 was 6,979,147,000 gallons. The plant data summary table is included below for your reference.

2025 TOTALS AND AVERAGES

	R/W	PRE CL2	PACL	H2SiF6	PO4	POST CL2	F/W 1000 GAL/ DAY
PUMPAGE	LBS	LBS	LBS	LBS	LBS	LBS	
JAN	637380	7212	143650	14160	3425	3445	20561
FEB	598610	6938	132400	13653	3330	3250	21379
MAR	632106	7356	133500	14471	3376	3333	20391
APR	586001	8700	129700	13320	3079	2600	19533
MAY	572918	7573	96500	12658	3012	3354	18481
JUN	558965	7177	80800	12657	2892	3686	18632
JUL	573927	8946	89700	12294	3172	3717	18514
AUG	563722	9442	94400	12554	3249	3451	18185
SEP	529009	7931	83200	11713	3005	3214	17634
OCT	546445	7649	88900	11692	3021	3294	17627
NOV	550329	6913	96700	11764	3008	3274	18344
DEC	629735	6936	125300	14036	3490	3899	20314
TOTAL	6979147	92773	1294750	154972	38059	40517	229594

Chart Comparing Daily Finished Water Flows, 2025 Versus Past Years



2025 ANALYTICAL RESULTS

	RAW		PRE		POST		EFF		F. RES
	TURB	RAW	CI2	CI2	TURB	EFF	pH		
	NTU	pH	RES.mg/l	RES.mg/l	NTU	EFF	pH	mg/l	
JAN	6.7	8.2	0.58	1.22	0.032	7.7	7.7	0.70	
FEB	1.7	8.2	0.57	1.22	0.029	7.7	7.7	0.70	
MAR	1.9	8.2	0.63	1.24	0.031	7.7	7.7	0.71	
APR	2.1	8.2	0.73	1.26	0.030	7.6	7.6	0.72	
MAY	1.4	8.0	0.59	1.25	0.031	7.6	7.6	0.69	
JUN	0.9	8.0	0.52	1.25	0.032	7.6	7.6	0.73	
JUL	2.4	8.0	0.49	1.25	0.033	7.6	7.6	0.70	
AUG	0.9	8.2	0.51	1.28	0.040	7.6	7.6	0.69	
SEP	0.9	8.1	0.51	1.24	0.039	7.6	7.6	0.69	
OCT	0.8	8.0	0.54	1.25	0.038	7.6	7.6	0.68	
NOV	3.9	8.1	0.56	1.23	0.032	7.7	7.7	0.65	
DEC	13.5	8.1	0.54	1.22	0.030	7.7	7.7	0.69	
AVG	4.2	8.2	0.58	1.22	0.031	7.7	7.7	0.70	

2. Water Plant Operations and Maintenance Highlights

Operations and Maintenance have been busy with regular preventative maintenance and general repairs.

We participated in a Process Hazard Analysis for our chlorine system, which is part of a regulatory requirement, and also a great exercise to keep all O&M staff focused on our systems and the safe operation of equipment.

Happy New Year!

B. Wastewater – Dennis Kirkland, updated 01-14-2026.

1. Operations Data

a) Current Year to Date

WASTEWATER TREATMENT PLANT OPERATING DATA														
2025	FLOWS			Chlorine Residual	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
MONTH	EFF	CBE	GPS			NET	LANDFILL	BFP	PRIM					
	MGD	MGD	MGD	PPM	inches	(Tons)		(Lbs)						
January	21.46	39.04	11.20	1.4	0.7	953.0	277.0	1565.0	1698.0	17660	58.5	0	303280	5.2
February	24.60	45.30	11.91	1.6	1.5	1144.0	327.0	1595.0	1473.0	18360	65.7	0	281850	19.4
March	28.14	49.11	13.14	1.7	1.6	1218.0	344.0	1355.0	1703.0	22900	61.9	0	258370	10.9
April	25.69	46.11	12.40	1.7	1.5	1479.0	378.0	1719.0	1565.0	18250	57.2	0	73035	16.9
May	24.63	44.51	12.39	1.6	3.1	1406.0	374.0	1534.0	1707.0	21320	57.6	0	143860	16.9
June	20.69	43.63	13.24	1.6	2.4	970.0	270.0	1267.0	1600.0	18520	50.5	0	199470	13.9
July	20.80	38.40	11.22	1.7	2.7	1153.0	325.0	1454.0	1592.0	17760	55.8	0	281400	8.0
August	20.39	37.37	10.97	1.4	1.4	987.0	277.0	1482.0	1530.0	19360	38.5	0	222220	9.8
September	19.61	34.77	10.84	1.5	1.0	935.0	241.0	1253.0	1479.0	16720	33.2	0	110100	6.5
October	22.87	40.95	11.56	1.6	3.7	817.4	213.7	1235.2	1589.1	17740	29.3	0	65920	16.0
November	22.69	41.50	11.60	1.3	1.7	880.0	238.0	1054.0	1510.0	13980	29.0	0	114950	5.2
December	24.53	44.63	11.79	1.2	1.4	874.0	264.0	1338.0	1393.0	17640	40.9	0	71480	13.1
Totals	23.01	42.11	11.86	1.5	22.6	12816.4	3528.7	16851.2	18839.1	220210	578.1	0	2125935	141.8

Explanation of data abbreviations:

Data Abbreviation Table

Abbreviation	Meaning	Abbreviation	Meaning
INF	Influent	BFP	Belt Filter Press
EFF	Effluent	PRIM	Primary
CBE	Carbon Bed Effluent	FeCl3	Ferric Chloride
GPS	Gorge Pump Station	H2O2	Hydrogen Peroxide
MGD	Million Gallons Daily	NaOcl	Sodium Hypochlorite

b) Previous Year Data for Comparison Purposes

WASTEWATER TREATMENT PLANT OPERATING DATA														
2024	FLOWS			Chlorine	Rainfall	SLUDGE		Polymer		FeCl3	LIME	H2O2	NaOCl	Grit
	EFF	CBE	GPS	Residual		NET	LANDFILL	BFP	PRIM					
MONTH	MGD	MGD	MGD		PPM	inches	(Tons)		(Lbs)	(gals.)	(Tons)	(gals.)	(gals.)	(Tons)
January	31.20	46.37	13.97	1.3	2.2	1281.0	425.0	1611.0	2389.0	20570	32.1	0	166690	32.9
February	22.09	34.88	11.47	1.2	0.3	948.0	283.0	1479.0	2096.0	15700	34.5	0	153390	27.7
March	22.60	36.95	11.16	1.3	0.6	1028.0	293.0	1372.0	1938.0	17620	28.7	0	198480	18.3
April	29.39	43.97	13.60	1.3	2.6	1008.0	313.0	1586.0	1882.0	21080	47.4	0	169600	14.4
May	20.75	34.64	11.18	1.3	1.6	949.0	245.0	1578.0	1776.0	16820	34.9	0	223120	40.8
June	24.92	39.46	12.38	1.3	4.0	900.0	276.0	1550.0	1697.0	17740	37.6	0	284640	19.2
July	23.19	36.92	12.35	1.1	3.8	1014.0	294.0	2050.0	2062.0	16920	63.3	0	393030	20.2
August	20.88	32.28	11.77	0.9	2.2	781.0	215.0	2264.0	1596.0	19160	65.3	0	399080	20.5
September	21.48	33.42	11.57	0.9	2.5	965.0	288.0	1361.0	1518.0	18420	76.6	0	348410	10.1
October	20.20	36.91	11.25	1.2	1.8	1057.0	283.0	1243.0	1615.0	18750	57.9	0	470040	2.1
November	20.31	37.07	10.85	1.5	2.5	841.0	254.0	1083.0	1614.0	18900	46.3	0	233580	7.6
December	24.02	43.62	11.78	1.3	2.3	1052.0	313.0	1346.0	1555.0	20540	76.6	0	236945	10.1
Totals	23.42	38.04	11.94	1.2	26.3	11824.0	3482.0	18523.0	21738.0	222220	601.2	0	3277005	223.9

2. Sampling Notes

No Sampling Notes for December.

3. Capital Projects

Project #1 (Sedimentation Basins and Screening) Sed Basin #1 construction by HOHL is complete. Final walk through and clean-up was conducted Hohl and NFWB WWTP personnel. The Scum system portion is completed. Cyclops came in and set up the level sensor, then Motion AI came in and set up the automation portion. The system is now fully functional and automated. The only things left on this project are the Basin automation and new SCADA screen incorporation which is currently being implemented one basin at a time and O&M manuals both hard copies and digital.

Project #3 (Poly, Grit Conveyor, BFP (Belt Filter Press)) The BFP portion is moving along with Nussbaumer and Clarke. We received a 95% bid spec package. Once the change orders, subcontractors and other contractor items are situated the actual work will begin one Belt Filter Press at a time starting with BFP #1. Project meeting this month was about the lime building panels, drives and HMIs. NFWB personnel completed all the work that was required from in-house staff in this project. Completed the final walk through of both Polymer and Grit. We have the digital and hardcopies of O&M manuals for the Grit and Polymer portion of the Project. Nussbaumer & Clark along with Alfa Laval and Motion AI will be taking on this project within the next couple of months. Next is to go through all the contractor aspects of the project (Staging, Trailers, etc.)

Project #5 (Electrical) Ferguson was authorized to replace transformers with two power centers; other portions of Project 5 are being re-evaluated by CPL and NFWB (Two Proposals on Transformer Placement). We already have the transformers installed and containment fixed/set up in power center #2 and other transformers are on site and being reevaluated for installation. Work is at a standstill due to the lack of electrical contractors available, most of them are already involved in other Western NY projects and jobs.

Project #6 (Sodium Hypochlorite Tank Replacement) This is a new project being overseen by AECOM, completed design drawings are with EFC for its review. We were aiming to begin this past winter but with our higher-than-normal Sodium Hypochlorite usage it wouldn't be possible to run the facility properly and in compliance with the larger of our holding tanks out of commission. This project will have to take place during our low usage times of the year, which is in the cooler months when the temperature of the water drops to 50 degrees or below.

Project #10 (Motion AI) Overall Controls- Motion AI is working on some of the controls that will be added to the BFP and incorporating them. Capabilities will be added to the HMI (Human Machine Interfaces) screens at each of the three belt filter presses. Motion AI and Allied are working on the automation of the Sed Basins. Motion AI has gathered the info on the level sensor in the scum building for project 1 and to work on the incorporation of it into SCADA.

Update: Projects, facility and equipment upgrades are all moving along. There were two incidents with the GPS losing power for a short period of time which resulted in two dry weather overflows, DEC notified.

In conclusion, everything at the WWTP has been moving forward without issue. Conditions have never been better, and morale has never been higher. Each department has put in time and effort to make sure all the projects and upgrades to the facility are coming along well, just the way we have envisioned and in a timely manner.

Completed Projects:

1. Project #2 -- Gorge Pump Station
2. Project #7 – HVAC System
3. Project #9 – Inside Piping
4. Project # 11 – Outside Piping

II. Outside Pipes & Meter Shop

A. Sewer Collection and Water Distribution – Michael Eagler Sr., updated 1/20/2026.

1. Sewer Collection System Maintenance and Repairs

Sewer Collections System											
2025	Service Calls	Flushing (Feet)	UFPO Responses	Receivers Cleaned	Bypass Pumping (Hours)	Catch Basins	Manholes	Main Repairs	Connections	Laterals	
January	79	3802	351	235	0	1	2	0	0	0	
February	78	5754	315	198	0.5	4	3	1	1	0	
March	84	38,099	543	123	0.2	2	2	3	2	2	
April	88	19806	714	143	25.8	1	4	2	1	1	
May	63	15440	1158	235	1.3	2	2	0	2	0	
June	90	16690	900	168	58.9	2	2	1	2	2	
July	67	27764	1090	136	0.3	3	1	2	8	11	
August	96	37840	662	134	5.9	2	2	1	7	14	
September	72	91570	1135	129	0	4	3	0	3	2	
October	91	78251	735	162	16.8	5	5	0	5	0	
November	43	54490	394	119	0	2	3	0	0	0	
December	51	17000	450	124	72.7	4	2	0	4	0	
Totals	902	406506	8447	1777	182.4	32	30	10	37	32	

2. Water Distribution System Maintenance and Repairs and UFPO (U-Dig) Requests

Distribution System and UFPO															
2025	Main Break	Svc. Leaks	Curb Box Reset	Valve Repaired	Valve Replaced	Hydrant Replaced	Hydrant Repaired	Hydrant Flow	Hydrant Flush- Maint.	Hydrant Leaks	Hydrants out of Svc.	Misc. Svc. Calls	Concrete	Landscape	UFPO
January	28	5	18	1	3	2	14	6	252	0	0	79	0	0	351
February	12	4	19	2	0	2	1	0	305	0	0	78	0	0	315
March	12	8	23	0	1	5	3	17	591	0	0	84	4	0	543
April	1	3	17	1	2	4	7	32	630	0	0	88	40	0	714
May	6	7	15	2	2	3	20	116	476	0	0	63	17	15	1158
June	3	6	13	1	0	1	17	105	430	0	0	90	7	18	900
July	16	16	8	2	2	2	13	70	1044	0	1	67	8	11	1090
August	7	8	11	0	5	2	21	81	787	0	0	96	7	14	662
September	5	5	10	3	4	4	0	45	296	0	0	72	9	7	1135
October	4	5	12	6	3	0	3	6	634	0	0	91	22	11	735
November	5	5	7	0	0	0	5	0	503	0	0	43	4	0	394
December	10	1	3	1	0	4	0	2	234	0	0	51	0	0	450
Totals	109	73	156	19	18	30	68	399	4239	0	1	902	118	76	8447

B. Meter Shop – Bob Reid, updated 1/7/26

1. Monthly Totals for Meter Shop Tasks

MONTH	WORK ORDERS	STOPPED METERS	Registers Replaced	Properties Tagged	INDUSTRIAL METERS READ	RESIDENTIAL METERS READ
JANUARY	89	7	9	9	0	7177
FEBRUARY	72	0	11	11	0	5217
MARCH	82	2	7	7	548	5376
APRIL	105	0	9	9	0	7173
MAY	99	0	9	9	0	5211
JUNE	83	3	14	14	549	5369
JULY	98	1	13	13	0	7173
AUGUST	83	2	11	12	0	5201
SEPTEMBER	73	0	12	14	549	5364
OCTOBER	112	0	5	6	0	7174
NOVEMBER	79	0	4	4	0	5199
DECEMBER	75	4	6	7	544	5362
TOTAL	1050	19	110	115	2190	70996

Shop obtained 5362 Residential reads and 544 Industrial reads.

2. Meters Read by District, Day, and Employee

	REID		PAUL	DERUBEIS	TOTAL
DISTRICT 1					
12/2/25	1695			1470	3165
12/3/25	1116		1081		2197
TOTAL	2811		1081	1470	5362
Industrials					
12/1/25	256	.	288		544
TOTAL	3067		1369	1470	5906

III. Analytical Services, Enforcement, & Industrial

A. Environmental Laboratory – Jordan Boyd, updated 1-8-2026.

1. NYS Water Sanitary Code Part B Monitoring/Water Analysis

Monthly collection for the Distribution System was conducted in December. 60 Samples for Free Chlorine, Turbidity, Phosphate, Fluoride, Standard Plate Count & Coliform. Those results were satisfactory and were within reporting limits. All samples were analyzed in house.

Monthly sampling for TOC, DOC & UV254 on both finished and source water were collected in December. All samples were in compliance. All samples were analyzed in house.

All in-house monitoring for process water bacteriology and chemistry was within normal limits for December. One community complaint was sampled in December. No water main breaks were sampled.

2. DEC Monitoring/Wastewater Analysis

The Water Plant SPDES sample collected from the freeze thaw beds was within normal limits for December. Chloroform and Dichlorobromomethane also were sampled in December according to the WTP SPDES permit.

All required samples were collected for December for the Wastewater plant State Pollutant Discharge Elimination System (SPDES) report. All parameters were in compliance for October. Total Suspended Solids, Fecal Coliform, Enterococci, Total Phosphorous, and Total Organic Carbon are analyzed in house. Quarterly BHC PMP study was collected in December in coordination with Enforcement and sent to Pace Analytical for analysis.

Industrial billing samples were analyzed in house for Total Organic Carbon and Total Suspended Solids.

Weekly samples were collected and sent out to University at Buffalo for New York State analysis of Covid-19 in the wastewater.

3. Other Laboratory Information and Updates

The Chemistry Laboratory analyzed 4 samples for Total Organic Carbon, 8 Wet Chemistry Samples for Town of Tonawanda and 3 Wet Chemistry samples from the Village of Lewiston.

The Microbiology lab analyzed 3 samples from the Village of Lewiston. All results were reported to the representative contacts.

Revenue created for 2025 was \$22,190.00.

Samples analysis performed for 2025: 14,010.

B. Industrial Pretreatment/Enforcement – Matthew LaGamba, updated 1-20-2026

1) Investigations/Enforcement Actions

Greenpac Show Cause order issued. Negotiation of fine is in progress.

pH monitoring is ongoing to identify source of low pH spikes. pH Probe has been received and is being deployed in the control manholes.

St. Gobain late quarterly report and Annual Average violation for Phenol.

Revisiting Oxy's TSS bill discrepancies.

2) SIU Updates

Niagara Custom Plating has shut down due to the fire. A new building is being chosen to transfer operations.

The enforcement department continues to receive weekly TSS/SOC updates from Greenpac/Cascades. Cascades Mill has officially shut down as of 8/11/25.

3) Cross-Connections

The Cross Connection Inspector's work of conducting his inspections as a function of building sales, monitoring the annual tests results of all back flow prevention devices, along with updating our database and filing/archiving the hard copies has been progressing on schedule. Cross Connections personnel have been involved in helping address private-property issues identified in connection with LaSalle Consent Order Sanitary Sewer Evaluation Survey work.

4) Other Information and Updates

AECOM's work on the local limits re-evaluation commenced, but this project is paused in light of the 2024 WWTP Order on Consent and the (pending) new SPDES permit. AECOM has been requested to continue assisting Industrial Monitoring department on BHC issues and permit limits.

The hauled waste moratorium imposed on August 16, 2017, remains in effect. No landfill leachate or other hauled waste is accepted for treatment at the WWTP.

IV. Engineering

A. Technical & Regulatory Services – Doug Williamson, updated 1-2-2026

1. LaSalle SSO Abatement Program & Order on Consent R9-20080528-32

NFWB crews completed the Phase 1 work recommended by the engineering report in-house. Costs are being tracked under a Technical Force Account (TFA) for ultimate reimbursement under our \$800,000 NYSDEC WQIP grant.

In December, Arcadis and JMD completed the Phase 2 and 3 SSES engineering report work. NFWB crews completed the manhole inspection and CCTV work in the Spring of 2025. We are looking into a NYSDEC Engineering Planning grant for the Phase 2 and 3 Sanitary Sewer Evaluation Surveys in LaSalle.

It is anticipated that the Consent Order will be amended to incorporate the SSES work and to eliminate the remaining work items within the schedule that have a negligible impact on I & I.

2. WWTP Phase I and II Projects & Order on Consent R9-20170906-129

In December, we continued to work with CPL as the NFWB's project manager and the design consultants on the WWTP Phase I and II projects. We continually work on the grant reimbursements and project close-outs for construction work completed.

Project 1 Sedimentation Basins and Scum Collection System Modification: Project is in the close-out phase.

Project 3 Belt Filter Press Improvements: Design work continued with Nussbaumer & Clarke in December.

Project 5 Electrical System Improvements: Power center 5 transformer work and the 115 KV tie switch repair in the WWTP switchyard have been on hold with Ferguson Electric.

Project 10 SCADA Improvements: Work continued as necessary.

Project 12 WWTP Intermediate Pumps: We drafted an RFP to pursue pump rehabilitation projects that include intermediate pump drives and speed control.

Bi-weekly WWTP PER status coordination meetings were held on December 9th and 23rd. WWTP PER condition assessment was performed on December 2nd. The PER is due by the end of February 2026.

3. WWTP SPDES Permit NY0026336

New NYSDEC WWTP SPDES permit continues to be on hold.

The WWTP NetDMR was approved on December 22nd for November 2025 with no violations.

NFWB Data Submittal Request for Order on Consent (R9-20230411-13), Schedule B parameters for November 2025 was provided to the NYSDEC on December 22nd.

Quarterly CSO legal advertisement was posted in the Gazette on December 5th.

4. Town of Niagara Sewer Flow Monitoring

We provided the 2026 Town of Niagara billing calculations to the Town on December 1st.

5. Stormwater Management (MS4)

The NFWB continued efforts to comply with the new statewide MS4 permit requirements. The NFWB continues to attend monthly WNY Stormwater Coalition meetings. The executed Memorandum of Understanding was provided to the WNYSC on December 1st.

6. Engineering Support

In December, the engineering department continued to provide engineering and GIS support to NFWB departments, engineering consultants and developers as needed. Attended monthly WWTP meetings as needed regarding ongoing and planned projects.

7. Capital Improvement Project Planning & Grants

In December, the 5 Year Capital Improvement Plan projects progressed, related grants and CPOs were written and continued to be monitored and tracked. We have been meeting monthly with EFC, NYSDOH and CPL regarding the CWSRF and DWSRF projects, as necessary. EFC has been provided required project updates, as necessary.

We continued working with Waterworth on O & M and capital budgets in December. The Capital Improvement Plan forecasted expenditures and budgets for ongoing projects may be reported in a new format with a goal of starting in January 2026, once the financial model is created from the data provided.

We were awarded a \$5 million WIIA DWSRF 19056 grant from EFC in December.

The DASNY grant 15688 (Phase 1) has formally been extended through 12/31/2028.

a) Water Projects

Watermain design work continued to progress in December with the engineering consultants. Preliminary design documents have been provided to the NYSDOH for review as needed.

We met with LaBella on September 23rd on the progress of watermain replacement projects. LaBella submitted watermain replacement DWSRF 19056 contracts 4 - Laughlin Drive and 7 - Witkop & 85th St. Loop to NYSDOH for approval in July.

DWSRF 18587 contract no.6 - West Rivershore Drive Watermain Replacement project bid opening was held on December 5th.

Lead Service Line Inventory continued with Hazen and Sawyer in December. Costs are being tracked under a Technical Force Account (TFA) for ultimate reimbursement under a future water grant. Coordination meeting was held on October 15th.

b) Sewer Projects

The LaSalle Phase 2 and 3 SSES engineering report was completed and provided to the NYSDEC and EFC on December 30th.

Progress meetings were held with AECOM for the Calumet Avenue 48-inch brick sewer rehabilitation on July 14th and September 3rd. The sewer main CCTV work was recently completed, reviewed and a path forward determined on the sewer rehabilitation.

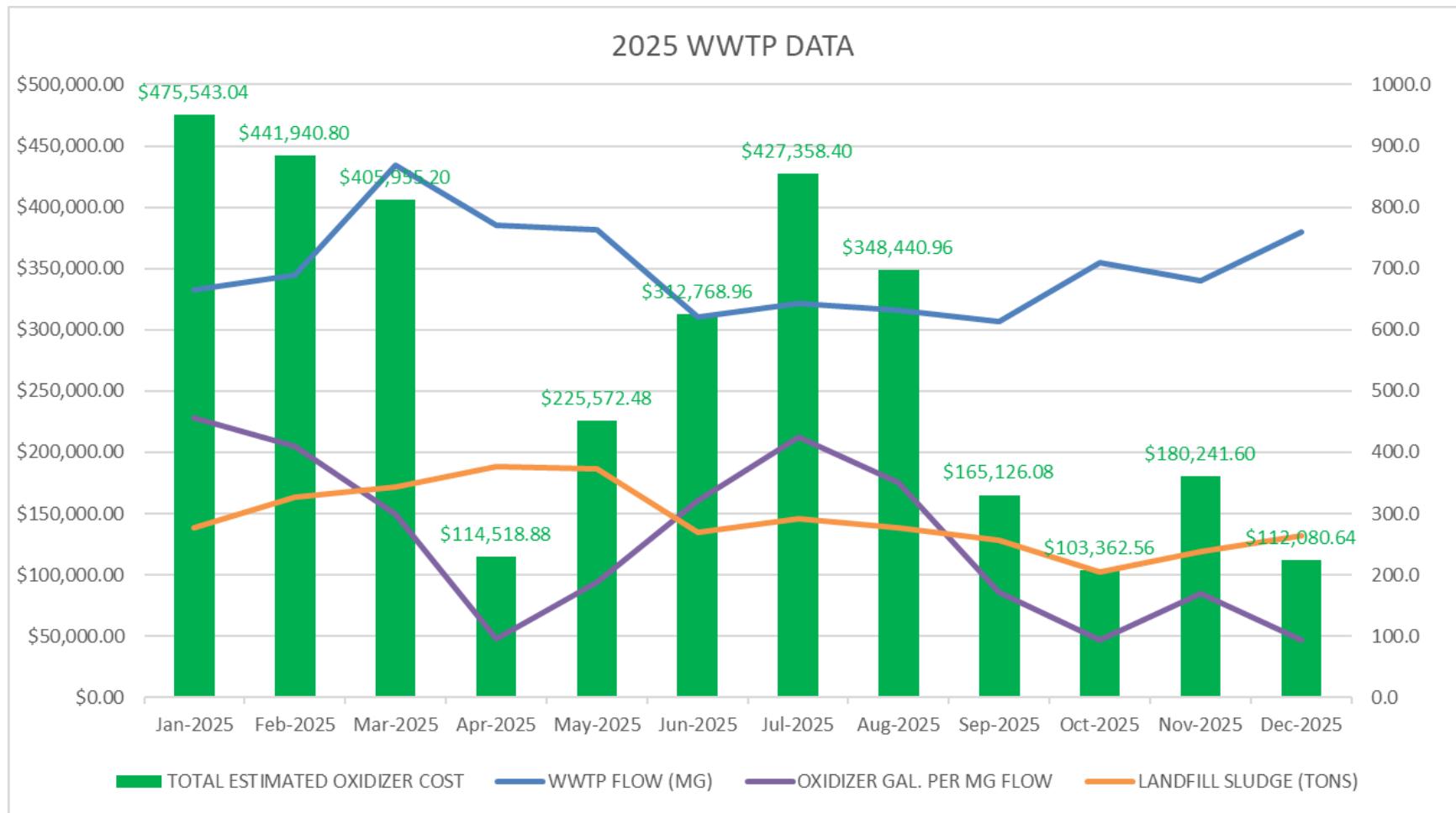
c) WTP Projects

In December, we continued to address WTP projects and the Risk Management Plan updates.

d) WWTP Projects (additional)

AECOM continued work in December on the new WWTP capital improvement projects and tank 216 and backwash hypo pump replacement project. Progress meeting was held on December 4th.

8. WWTP Flow, Oxidizer, and Sludge Data Summary



9. WWTP Oxidizer Data

a) Current Year Data

2025 OXIDIZER BUDGET

BUDGET = \$6,350,000.00 for year

COST = \$3,312,909.60 to date

% USED = 52.17% to date

BUDGET = \$17,397.26 per day avg. **\$529,166.67** per month avg.



COST = \$9,076.46	per day avg.	\$276,075.80	per month avg.
23.1	Flow (MGD)	365	total days

WWTP DATA		OXIDIZER USEAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS TONS PER MG	FERRIC CHLORIDE (GAL)	LIME (TONS)
Jan-2025	665.1	0	303,280	456	\$475,543.04	276.6	0.42	17,660.0	58.5
Feb-2025	688.7	0	281,850	409	\$441,940.80	326.5	0.47	18,360.0	65.7
Mar-2025	868.2	0	258,900	298	\$405,955.20	344.1	0.40	22,740.0	64.2
Apr-2025	770.6	0	73,035	95	\$114,518.88	377.6	0.49	18,250.0	57.2
May-2025	763.6	0	143,860	188	\$225,572.48	373.9	0.49	21,320.0	57.6
Jun-2025	620.6	0	199,470	321	\$312,768.96	270.0	0.44	18,520.0	50.5
Jul-2025	642.8	0	272,550	424	\$427,358.40	290.8	0.45	17,780.0	56.4
Aug-2025	632.1	0	222,220	352	\$348,440.96	277.3	0.44	19,360.0	38.5
Sep-2025	613.8	0	105,310	172	\$165,126.08	257.4	0.42	17,500.0	35.8
Oct-2025	709.1	0	65,920	93	\$103,362.56	204.3	0.29	17,740.0	27.8
Nov-2025	680.6	0	114,950	169	\$180,241.60	237.9	0.35	13,980.0	29.0
Dec-2025	760.3	0	71,480	94	\$112,080.64	264.0	0.35	17,640.0	40.9
TOTALS	8,415.5	0	2,112,825	256	\$3,312,909.60	3,500.4	0.42	220,850.0	582.0

Low value for year

High value for year

b) Prior-Year Oxidizer Data for Comparison

2024 OXIDIZER BUDGET

BUDGET = \$6,500,000.00 for year

COST = \$5,184,221.91 to date

% USED = 79.76% to date

BUDGET = \$17,808.22 per day avg. **\$541,666.67** per month avg.



COST = \$14,203.35 per day avg. **\$432,018.49** per month avg.

23.5 **Flow (MGD)** **365** **total days**

WWTP DATA		OXIDIZER USEAGE				SLUDGE REMOVAL			
MONTH	FLOW (MG)	H2O2 (GAL)	NaOCl (GAL)	GAL PER MG FLOW	TOTAL ESTIMATED COST	LANDFILL SLUDGE (TONS)	SOLIDS TONS PER MG	FERRIC CHLORIDE (GAL)	LIME (TONS)
Jan-2024	967.1	0	166,690	172	\$263,703.58	425.0	0.44	20,570.0	32.1
Feb-2024	640.7	0	153,390	239	\$242,662.98	283.4	0.44	15,700.0	34.5
Mar-2024	700.6	0	198,480	283	\$313,995.36	292.7	0.42	17,620.0	28.7
Apr-2024	881.4	0	169,600	192	\$268,307.20	312.6	0.35	21,080.0	47.4
May-2024	643.2	0	223,120	347	\$352,975.84	245.2	0.38	16,820.0	34.9
Jun-2024	747.7	0	284,640	381	\$450,300.48	276.4	0.37	17,740.0	37.6
Jul-2024	719.0	0	393,030	547	\$621,773.46	294.2	0.41	16,920.0	63.3
Aug-2024	647.4	0	399,080	616	\$631,344.56	215.4	0.33	19,160.0	65.3
Sep-2024	644.3	0	348,410	541	\$551,184.62	288.0	0.45	18,420.0	76.6
Oct-2024	626.2	0	470,040	751	\$743,603.28	282.7	0.45	18,750.0	57.9
Nov-2024	609.4	0	233,580	383	\$369,523.56	253.8	0.42	18,900.0	46.3
Dec-2024	744.5	0	236,945	318	\$374,846.99	313.0	0.42	20,540.0	76.6
TOTALS	8,571.5	0	3,277,005	398	\$5,184,221.91	3,482.4	0.41	222,220.0	601.1

Low value for year

High value for year

V. Information Systems & Technology

Information Technology (IT) – Jonathan Joyce,
updated 1-20-2026

Primary System Statuses

- Scale Environment – No issues to report.
- New World Cloud – No issues to report.
- Exchange Office 365 – No issues to report.
- Network WTP/WWTP/Gorge – No issues to report.
- Network Security – No incidents to report.

Updates & Projects

- New network switches have arrived for the Water Treatment Plant. Deployment will be scheduled during off-hours.
- Two quotes have been received for the UPS units at the Wastewater Treatment Plant. These units are expected to help address the ongoing power issues.
- Testing is underway for a new SCADA platform at the Water Treatment Plant, coordinated with the upcoming operating system upgrade. This solution may offer notable cost savings and improved efficiency.
- National Grid has responded regarding the installation of a security camera at the gorge. We are now awaiting the Private Attachment Agreement for review and approval.
- The BSI software is being upgraded to a cloud-based system. We are working with Cross Connection to complete the data conversion and migration.



Water You Can Trust.

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-001

AWARD BID FOR WEST RIVERSHORE DRIVE WATER MAIN REPLACEMENT

WHEREAS, the Niagara Falls Water Board (“Water Board”) has identified the need to replace approximately 3,500 linear feet of 8” water main, including associated valves, hydrants, and water services, along West Rivershore Drive; and

WHEREAS, the Water Board retained CPL as its engineer to prepare the required design and bid specifications for the project, which has been designated as Drinking Water State Revolving Fund (“DWSRF”) Project 18587, Contract 5; and

WHEREAS, two bids for the water main replacement project were received; and

WHEREAS, the bid specifications included a base bid to replace the water main with polyvinyl chloride (“PVC”) pipe, an Alternate Bid 1 for the cost to substitute ductile iron pipe for PVC for the replacement water main, and an Alternate Bid 2 for substituting ductile iron pipe with a poly wrap rather than the High-Density Polyethylene (“HDPE”) pipe called for in the base bid, with said pipe to be installed using horizontal directional drilling in a stretch of the project area with potential soil contaminants; and

WHEREAS, the low bid for replacement of the water main was by Malvestuto Construction, Inc., which bid \$1,486,825 for the base bid, \$723,000 for Alternate Bid 1, and \$125,000 for Alternate Bid 2; and

WHEREAS, CPL and Water Board staff recommend using ductile iron pipe for this project due to sensitive soil conditions, and therefore recommend award of the base bid plus Alternate Bid 1 and Alternate Bid 2; and

WHEREAS, after subtracting the cost of PVC and HDPE pipe and adding the ductile iron pipe specified for Alternate Bids 1 and 2, the net total bid price for the project is \$1,838,925; and

WHEREAS, approximately one-third of the cost of this project is reimbursable for the Water Board under a 2023 Water Infrastructure Improvement Act grant, and the remaining project costs are financed through the Environmental Facilities Corporation under DWSRF Project No. 18587;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board accepts the bid received from Malvestuto Construction, Inc., for the West Rivershore Drive Water Main Replacement Project, DWSRF 18587 Contract 5, for the base bid plus Alternate Bids 1 and 2, for a total net contract award amount of \$1,838,925, contingent on this award being acceptable to EFC for the purposes of the applicable grant and financing; and

IT IS FURTHER RESOLVED, that the Water Board's Executive Director is hereby authorized to execute an agreement with Malvestuto Construction, Inc., for the work awarded by this Resolution, together with any forms or documents required for grant reimbursement or disbursement of financing for the project costs.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board



January 19, 2026

Mr. Sean Costello, Executive Director & General Counsel
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

**RE: NIAGARA FALLS WATER BOARD
CONTRACT 6: WEST RIVERSHORE DRIVE WATER MAIN REPLACEMENT
DWSRF #18587, CPL PROJECT NO.: R23.00701.00
RECOMMENDATION FOR AWARD**

Dear Mr. Costello:

The bids for the West Rivershore Drive Water Main Replacement project were opened on December 5, 2025. A copy of the bid tabulations is enclosed.

The project involves the replacement of approximately 3,500 linear feet of water main, valves, hydrants and water services along West Rivershore Drive. The bid included a Base Bid for PVC pipe, Alternate Bid 1 for utilizing ductile iron pipe in lieu of PVC pipe and Alternate Bid 2 for directional drilling with ductile iron pipe instead of HDPE.

A total of 10 bidding documents were distributed to a potential contractors and two (2) bids were received as summarized below:

Contractor	Base Bid PVC Pipe Water Main	Alternate Bid 1 Ductile Iron Pipe Water Main	Alternate Bid 2 DI Pipe Horizontal Directionnel Drill
Malvestuto Construction	\$1,486,825	\$723,000*	\$125,000
Laubacker Enterprises	\$2,859,300	\$1,294,000	\$165,000

* Malvestuto's bid amount for Alternate Bid 1 contained a mathematical computational error when the unit price for 8" ductile iron water main was multiplied by the estimated quantity which caused the summed amount to be incorrect. Per Article 14.01.C of the Instructions to Bidder of the Contract Specifications, it states:

"C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Therefore, the corrected total is shown on the attached Bid Tabulation.



Bid Review

The low bidder for the project is Malvestuto Construction, Inc. of Niagara Falls, New York, with a Base Bid amount of \$1,486,825, an Alternate Bid 1 amount of \$723,000 and an Alternate Bid 2 amount of \$125,000. Our engineer's estimate for the work was approximately \$1,600,000 for the Base Bid (PVC).

CPL has no prior direct experience working with Malvestuto Construction. Accordingly, we conducted a detailed review of their qualifications and bid submission with the owner, Mr. Robert Malvestuto. We discussed the project scope, site constraints, and the basis for their unit prices. Mr. Malvestuto confirmed that he is very familiar with the project area and incorporated both the physical limitations of the roadway and the anticipated soil conditions into his bid.

We contacted two (2) references for projects recently completed or currently underway. Both provided strong, positive feedback regarding Malvestuto Construction's performance, noting high-quality workmanship, good communication, and a cooperative, solution-oriented approach in the field.

We have enclosed copies of the résumés for Robert Malvestuto and Evan Haseley (Site Superintendent). Robert has more than 15 years of relevant construction experience, and Evan has over 30 years of experience in municipal and utility construction. Both individuals have completed water main installations and other public works projects in and around the Niagara Falls area while working for other local contractors. They are familiar with the procedures and requirements of the Niagara Falls Water Board (NFWB), including the use of a Licensed Plumber for water main connection work.

Malvestuto Construction submitted all required NFWB and NYS EFC documentation, including a preliminary MWBE and SDVOB participation plan, with their bid.

Although only two bids were received, we believe the low bid is a reasonable and accurate representation of current construction costs. Based on our review, Malvestuto Construction, Inc. appears fully qualified and capable of completing the work in accordance with the contract requirements.

Recommendation

Based on our conversations with NFWB staff, we understand the NFWB's preference is to utilize ductile iron pipe for the entire project due to the sensitive soil conditions. Therefore, we recommend awarding the Base Bid plus Alternate Bid 1 and Alternate Bid 2 to Malvestuto Construction, Inc.



Alternate Bid 1 involves the use of ductile iron pipe in lieu of PVC pipe and Alternate Bid 2 involves the use of ductile iron pipe for the horizontal directional drill in lieu of HDPE within an area containing petroleum-impacted soils. Ductile iron pipe with poly wrap provides improved durability and resistance to the expected contaminants present. The net award amount is calculated by swapping out pay items 6A, 6B and 7 for the corresponding alternate bid pay items as follows:

Base Bid Amount	\$1,486,825
Less Pay Item 6A (6" DR-18 PVC WM)	- \$15,000
Less Pay Item 6B (8" DR-18 PVC WM)	- \$405,900
Less Pay Item 7 (8" HDPE Directional Drill)	- \$75,000
Add Alternate Bid 1 Pay Item 6A Alt 1 (6" DI WM)	+ \$30,000
Add Alternate Bid 1 Pay Item 6A Alt 1 (8" DI WM)	+ \$693,000
Add Alternate Bid 2 Pay Item 7 Alt 2 (8" DI Directional Drill)	<u>+ \$125,000</u>
Total Net Award Amount	\$1,838,925

Accordingly, we recommend that the Niagara Falls Water Board (NFWB) pass a resolution as follows:

"Accepting the bids received from Malvestuto Construction, Inc. for the West Rivershore Drive Water Main Replacement project (Contract 6) for the Base Bid plus Alternate Bid 1 and Alternate Bid 2 for the total net award amount of \$1,838,925, contingent upon concurrence of award by the New York State Environmental Facilities Corporation (NYSEFC)."

Budget

This project (Contract 6), along with seven other water system projects, is being funded through a 2023 WIIA Grant and a NYS EFC loan with a total program budget of \$15,240,000. The bid for Contract 6 using the preferred ductile iron pipe material is slightly higher than both the original budgeted amount and the most recent PVC-based cost estimate. However, given current market conditions and the competitive pricing received, we believe re-bidding the work would likely result in higher construction costs.

An updated Budget Form is enclosed showing the anticipated award amount for Contract 6. Based on this bid, we are projecting the overall program to exceed the total budget by approximately \$208,000, with four additional projects still remaining to be bid.

Also enclosed is the Notice of Award for your execution. Upon receipt of the signed Notice of Award, CPL will prepare the Agreement for signature by both the Contractor and the NFWB.



Mr. Sean Costello
NFWB
January 19, 2026
Page 4 of 4

CPL appreciates the opportunity to continue assisting the NFWB and looks forward to working collaboratively with the NFWB and the contractor. If you have any questions or require additional information, please contact me directly at jfoote@cplteam.com or by phone at (585) 402-7505.

Very truly yours,

CPL

A handwritten signature in blue ink that reads "Jason Foote".

Jason Foote, P.E.
Principal

Enclosures:

- c. Sean Costello, Executive Director
Elizabeth Ricci, NYS EFC

Niagara Falls Water Board

Contract 6: West Rivershore Drive Water Main Replacement

CPL Project #R23.00701.00

Bid Opening: December 5, 2025 @ 2:00 p.m.

Base Bid - PVC Water Main

Bid Item	Description	Quantity	Unit	Malvestuto Construction, Inc.		Laubacker Enterprises, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid
1	Mobilization (shall not exceed 3%)	1	LS	\$ 9,900.00	\$ 9,900.00	\$ 78,000.00	\$ 78,000.00
2	Maintenance & Protection of Traffic (shall not exceed 3%)	1	LS	\$ 9,750.00	\$ 9,750.00	\$ 20,000.00	\$ 20,000.00
3	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
4	Rock Excavation and Removal	100	CY	\$ 100.00	\$ 10,000.00	\$ 1.00	\$ 100.00
5	Select Granular Fill	300	CY	\$ 50.00	\$ 15,000.00	\$ 30.00	\$ 9,000.00
6A	Furnish and Install 6-inch DR-18 PVC Water Main	200	LF	\$ 75.00	\$ 15,000.00	\$ 100.00	\$ 20,000.00
6B	Furnish and Install 8-inch DR-18 PVC Water Main	3,300	LF	\$ 123.00	\$ 405,900.00	\$ 300.00	\$ 990,000.00
7	Directional Drill 8-inch DR-11 HDPE Water Main, Complete	500	LF	\$ 150.00	\$ 75,000.00	\$ 250.00	\$ 125,000.00
8	Furnish and Install 8-inch Gate Valve, Complete	7	EA	\$ 2,000.00	\$ 14,000.00	\$ 6,000.00	\$ 42,000.00
9	Furnish and Install Hydrant Assembly, Complete	8	EA	\$ 6,000.00	\$ 48,000.00	\$ 17,000.00	\$ 136,000.00
10A	Furnish and Install 1-inch Service	130	EA	\$ 2,425.00	\$ 315,250.00	\$ 4,200.00	\$ 546,000.00
10B	Furnish and Install Additional 1-inch Copper tubing	1,200	LF	\$ 14.00	\$ 16,800.00	\$ 20.00	\$ 24,000.00
11	Interconnection No. 1: W. Rivershore Dr & S. 86th St	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
12	Test Pit Excavation and Backfill	15	EA	\$ 1,000.00	\$ 15,000.00	\$ 500.00	\$ 7,500.00
13A	Water Main Abandonment	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
13B	Hydrant Abandonment	11	EA	\$ 250.00	\$ 2,750.00	\$ 2,000.00	\$ 22,000.00
13C	Water Valve Abandonment	7	EA	\$ 500.00	\$ 3,500.00	\$ 1,800.00	\$ 12,600.00
14	Open-Cut Asphalt Road Restoration	3,300	LF	\$ 2.50	\$ 8,250.00	\$ 100.00	\$ 330,000.00
15	Cold Milling of Bituminous Pavement	3,000	SY	\$ 4.50	\$ 13,500.00	\$ 15.00	\$ 45,000.00
16	HMA Top Course – 1.5" Thickness	3,000	SY	\$ 6.75	\$ 20,250.00	\$ 20.00	\$ 60,000.00
17	Asphalt Driveway Restoration	250	SY	\$ 45.00	\$ 11,250.00	\$ 120.00	\$ 30,000.00
18	Stone Driveway Restoration	50	LF	\$ 50.00	\$ 2,500.00	\$ 60.00	\$ 3,000.00
19	Granite Curb Replacement	200	LF	\$ 37.50	\$ 7,500.00	\$ 80.00	\$ 16,000.00
20A	Concrete Curb/Gutter Replacement	25	LF	\$ 100.00	\$ 2,500.00	\$ 120.00	\$ 3,000.00
20B	Concrete Sidewalk	250	SY	\$ 58.50	\$ 14,625.00	\$ 150.00	\$ 37,500.00
20C	Concrete Driveway	300	SY	\$ 72.00	\$ 21,600.00	\$ 180.00	\$ 54,000.00
21	Automatic Flushing Station	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
22	Compaction Testing Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
23	Field Change Allowance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
24	Soil Testing Allowance	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
25A	Contaminated, Non-Hazardous Soil Removal & Disposal	220	TON	\$ 350.00	\$ 77,000.00	\$ 80.00	\$ 17,600.00
25B	Hazardous Soil Removal & Disposal	220	TON	\$ 1,000.00	\$ 220,000.00	\$ 400.00	\$ 88,000.00
Total Base Bid Amount				\$ 1,486,825.00		\$ 2,859,300.00	

Alternate Bid No. 1 - DIP Water Main

Bid Item	Description	Quantity	Unit	Malvestuto Construction, Inc.		Laubacker Enterprises, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid
6A Alt 1	Furnish and Install 6-inch DIP Water Main	200	LF	\$ 150.00	\$ 30,000.00	\$ 200.00	\$ 40,000.00
6B Alt 1	Furnish and Install 8-inch DIP Water Main	3,300	LF	\$ 210.00	\$ 693,000.00	\$ 380.00	\$ 1,254,000.00

Total Alternate Bid 1 Amount \$ 723,000.00

\$ 1,294,000.00

Alternate Bid No. 2 - Directional Drill w/ DIP Water Main

Bid Item	Description	Quantity	Unit	Malvestuto Construction, Inc.		Laubacker Enterprises, Inc.	
				Unit Price	Base Bid	Unit Price	Base Bid
7 Alt 2	Directional Drill 8-inch Class 52 DIP Water Main, Complete	500	LF	\$ 250.00	\$ 125,000.00	\$ 330.00	\$ 165,000.00

Total Alternate Bid 2 Amount \$ 125,000.00

\$ 165,000.00

*Shaded cells indicated corrected mathematical errors in the bid.

FORM E

18587

PROJECT BUDGET/COST CERTIFICATION

Project Name:	Niagara Falls Water Board 2023 WIA Water Grant	DWSRF #18587	12/12/26
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Report No.:	
Actual:	DRAFT
Estimate:	

Funding Source(s)	Original Amount	Modified Amount	Amount
EFC Loan:	\$ 10,240,000.00	\$ 10,240,000.00	
WIA Grant (Awarded):	\$ 5,000,000.00	\$ 5,000,000.00	
SUB TOTAL:	\$ 15,240,000.00	\$ 15,240,000.00	
			SUBTOTAL: \$ -
			TOTAL: \$ -

ITEM	ORIGINAL BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
A. ADMINISTRATIVE						
1. Local Counsel					\$0.00	\$0.00
2. Bond Counsel					0.00	0.00
3. Net Interest					0.00	0.00
4. Fiscal Coordination					0.00	0.00
5. Single Audits					0.00	0.00
6. Miscellaneous (Issuance Costs 3%)	457,200.00	457,200.00			0.00	457,200.00
Total A. Administrative	\$457,200.00	\$457,200.00		\$0.00	\$0.00	\$457,200.00
B. TECHNICAL SVCS.						
1. Engineering Contracts						
a. Contract 1: Beech Ave WST & PS (CPL)	\$590,590.00	\$590,590.00			\$0.00	\$590,590.00
b. Contract 2: 81st St WM (LaBella)	304,500.00	304,500.00			0.00	304,500.00
c. Contract 3: College Terr WM (LaBella)	76,500.00	76,500.00			0.00	76,500.00
d. Contract 4: Rivershore Dr WM (LaBella)	115,500.00	115,500.00			0.00	115,500.00
e. Contract 5: West Rivershore Dr (CPL)	177,200.00	177,200.00			0.00	177,200.00
f. Contract 6: WTP Roof Replacement (CPL)	0.00	0.00			0.00	0.00
g. Contract 7: WTP Chlorine Scrubber (CPL)	0.00	0.00			0.00	0.00
h. Contract 8: WTP Filter Vent Piping (CPL)	0.00	0.00			0.00	0.00
Total B. Technical Svcs.	\$1,264,290.00	\$1,264,290.00		\$0.00	\$0.00	\$1,264,290.00
C. CONSTRUCTION						
1. Construction Contracts						
a. Contract 1: Beech Ave WST & PS	\$4,680,000.00	\$5,500,000.00			\$0.00	\$5,500,000.00
b. Contract 2: 81st St WM	\$1,461,600.00	\$1,461,600.00			0.00	\$1,461,600.00
c. Contract 3: College Terr WM	\$367,200.00	\$367,200.00			0.00	\$367,200.00
d. Contract 4: Rivershore Dr WM	\$554,400.00	\$554,400.00			0.00	\$554,400.00
e. Contract 5: West Rivershore Dr (Malvestuto)	\$1,317,600.00	\$1,838,925.00			0.00	\$1,838,925.00
f. Contract 6: WTP Roof Replacement	\$2,160,000.00	\$3,417,556.00			0.00	\$3,417,556.00
g. Contract 7: WTP Chlorine Scrubber	\$360,000.00	\$520,851.82			0.00	\$520,851.82
h. Contract 8: WTP Filter Vent Piping	\$72,000.00	\$65,842.75			0.00	\$65,842.75
Total C. Construction	\$10,972,800.00	\$13,726,375.57		\$0.00	\$0.00	\$13,726,375.57
D. DIRECT EXPENSE						
						\$0.00
						0.00
Total D. Direct Expense	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
D. CONTINGENCY						
1. Contingency	\$2,545,710.00	-\$207,865.57			\$0.00	-\$207,865.57
Total D. Contingency	\$2,545,710.00	(\$207,865.57)				(\$207,865.57)
	23.20%	-1.51%				
TOTAL PROJECT COST	\$15,240,000.00	\$15,240,000.00		\$0.00	\$0.00	\$15,240,000.00

MALVESTUTO CONSTRUCTION INC.

Robert Malvestuto Owner / Project Manager
2043 Cayuga Drive Ext., Niagara Falls, NY 14304
Phone: 716-946-2049
Email: cmalve2018@gmail.com

SUMMARY

Experienced civil construction professional specializing in **water main installation, site utilities, concrete restoration, roadway reconstruction, sewer/storm installation, and public-works infrastructure.**

With more than 15 years in the field — including 7 years as a **Union Laborers Local 210 utility laborer** working directly on major water main projects — I bring deep technical knowledge, proven leadership, and a strong working relationship with engineers, municipal inspectors, and project owners.

As Owner of Malvestuto Construction Inc., I oversee estimating, scheduling, trench safety, crew management, subcontractor coordination, and quality control for projects throughout Niagara and Erie County.

CORE STRENGTHS

- Water main installation & replacement
- DI/PVC pipe installation
- Hydrant & valve setting
- Excavation, trenching & backfill
- Roadway & concrete restoration
- Storm & sanitary utility installation
- Project management & scheduling
- NYSDOT & municipal specification compliance
- Public-works documentation & reporting
- Crew leadership & supervision

PROFESSIONAL EXPERIENCE

Malvestuto Construction Inc. – Owner & Project Manager

2018–Present | Niagara Falls, NY

Responsible for management of civil and utility construction operations, including estimating, project coordination, safety, workforce oversight, subcontractor procurement, and municipal compliance.

Key Responsibilities:

- Oversee water main and utility installations
- Supervise concrete restoration, curbs, sidewalks & driveway aprons
- Manage excavation and backfill operations
- Coordinate subcontractors including traffic control and hauling
- Ensure daily compliance with NYSDOT, municipal, and safety standards
- Serve as primary contact with engineers, inspectors, and owners

NOTABLE PROJECTS

Harland Road Over Fish Creek – NYSDOT/County Infrastructure Project

Role: Bid Support / Site Development & Utility Support

Scope:

- Site development estimating
- Water main planning & tie-in support
- Erosion control planning and implementation
- Demolition plan development
- Concrete scope evaluation

This project required coordination with DBE/WBE subcontractors, utility vendors, and structural design requirements — providing strong familiarity with Niagara County's engineering standards.

Hartland Road Culvert Replacement at Ditch Rd.

Owner: Niagara County DPW / NYSDOT Coordinated

Role: Project Management Support & Field Coordination

Scope:

- Assisted in developing the **Temporary Water Diversion / Cofferdam Plan**
- Supported **erosion control design** and NYSDEC compliance
- Estimated excavation, backfill, rip-rap, and concrete scope
- Coordinated vendor materials, drainage components, and concrete suppliers
- Managed preliminary subcontractor inquiries (Lakeland, Pavilion, DBE hauling)
- Ensured documentation met NYSDOT and Niagara County requirements

Niagara Falls Air Reserve Station – SPR Project, Ditch Creek Area

Role: Bid Package Development & Technical Support

Scope:

- Site development estimating
- Water main system components
- Stormwater & erosion control planning
- Demolition layout and sequencing
- Concrete work evaluation and quantity development

This project improved familiarity with federal installation infrastructure, utility routing, and environmental compliance.

Kabob & Curry – Site Work & Utilities Support

Owner: Kabob & Curry Restaurant

Location: Main Street, Clarence, NY

Scope:

- Excavation and trench preparation
- Utility line preparation
- On-site heavy equipment support
- Site grading and cut/fill work

Contact: Kevin O'Brien

City of Niagara Falls – Various Concrete & Site Work Projects

Owner: City of Niagara Falls

Scope:

- Concrete sidewalks, curbs, and approaches
- Small utility excavations
- Road base restoration
- Site grading & restoration

This work demonstrates experience directly within the City of Niagara Falls, including public-right-of-way restoration.

Maryvale School – Drainage & Sump Pump Upgrade Project

Scope:

- Excavation for drainage improvements
- Pump replacement & basin cleaning
- Restoration and grading
- Interior/exterior water mitigation

City of North Tonawanda – Various Sidewalk Replacement Project

Scope:

- Sidewalk demolition and replacement
- ADA-compliant curb ramp construction
- Grading, forming, placing, and finishing

LABORERS LOCAL 210 – Utility Laborer (Water main Specialist)

2010–2017 | Western NY

Performed underground utility and water main construction for municipal and private-sector contractors across Western New York.

Work Included:

- Water main installation and replacement
- Hydrant/valve installation
- Water service connections
- Deep excavation, trench shoring, backfill & compaction
- Roadway restoration after utility installation
- Active roadway traffic control

Representative Project Experience:

- Water main upgrades across Niagara Falls neighborhoods
- Valve & hydrant replacements in Tonawanda, Buffalo, Niagara Falls
- Distribution main improvements for multiple municipalities

TRAINING & CERTIFICATIONS

- OSHA 10 & OSHA 30
- Confined Space
- Trenching & Excavation Competent Person
- Work Zone / Flagger Safety
- Utility Safety Training
- NYSDOT spec training / municipal compliance

EQUIPMENT EXPERIENCE

Excavators, backhoes, skid steers, compactors, saws, trench boxes, shoring systems.

PROJECT LOCATIONS OF RELEVANCE

✓ Water main experience in Niagara Falls specifically

Including residential streets, distribution upgrades, and utility replacements — experience highly relevant to the West River Shore project.

PROFESSIONAL REFERENCES

Jonny Mastrio

Business Agent — Laborers Local 210

Phone: **716-908-2248**

Role: Union representative familiar with my work history from 2010–2017, including water main, utility, and roadway infrastructure projects.

Sam Capitano

President — Buffalo Laborers Local 210

Business Manager — Upstate New York Laborers District Council

Phone: **716-510-4163**

Role: Senior union leadership reference who can confirm my professional reputation, reliability, and experience within utility and municipal construction.

MALVESTUTO CONSTRUCTION INC.

Evan Haseley

Superintendent / Utility Foreman

Malvestuto Construction Inc.

Niagara Falls, NY

SUMMARY

Highly experienced superintendent and former Laborers Local 91 utility worker with over **30 years** specializing in **water main installation, roadwork, underground utilities, and municipal infrastructure construction**. Evan's expertise comes from decades in the field, including **12 years with Yarussi Construction / 4th Generation**, serving as a **Pipe Foreman and Utility Laborer**, where he supervised complex water main installations throughout Niagara Falls.

He brings exceptional technical ability, leadership, and deep familiarity with Niagara Falls' utility systems, soil conditions, road standards, and municipal expectations.

CORE STRENGTHS

- Water main installation & tie-ins
- Valve/hydrant setting
- DI/PVC pipe installation
- Utility trench excavation + backfill
- Road reconstruction
- Sewer and storm installation
- Crew supervision and field training
- Traffic safety & work zone management
- Coordination with inspectors, engineers, utilities
- Blueprint reading & layout

PROFESSIONAL EXPERIENCE

Malvestuto Construction Inc. – Site Superintendent

- Supervises daily field operations
- Directs crews for utility installation, concrete restoration, drainage, and roadway work

- Oversees safety, traffic control, and inspections
- Communicates with engineers and owners
- Ensures production, quality, and compliance

Laborers Local 91 – Utility Laborer / Pipe Foreman

30+ Years Experience

Niagara Falls, NY

Yarussi / 4th Generation — Pipe Foreman & Laborer (12 Years)

Specialty: **Exclusive water main work**

Completed Work Types:

- Transmission and distribution water mains
- Mainline installation and replacement
- Water service replacement
- Valve/hydrant installation
- Deep trench work
- Road base restoration
- Cut and cap operations
- Emergency water main repairs

MOST RECENT PROJECT BEFORE MALVESTUTO

77th Street Water main Replacement — Niagara Falls, NY

Roles included excavation, pipe placement, grade setting, fittings, hydrant installation, and roadway restoration. Evan has worked on **dozens of Niagara Falls water main jobs**, making him exceptionally qualified for the West River Shore project.

TRAINING & CERTIFICATIONS

- OSHA 30
- Confined Space
- Trenching & Excavation Safety
- NYSDOT Work Zone Standards
- Heavy Equipment Operation

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-002

**AMENDMENT TO ORDER ON CONSENT R9-20230411-13
TO INCLUDE INTERIM LIMIT FOR REMOVAL OF TOTAL SUSPENDED SOLIDS**

WHEREAS, in May 2024 the Niagara Falls Water Board (“Water Board”) and New York State Department of Environmental Conservation (“NYSDEC”) entered into Order on Consent R9-20230411-13 to address wastewater treatment plant (“WWTP”) effluent issues and to provide a bridge to compliance with several new effluent limitations anticipated to become part of the WWTP’s next State Pollutant Discharge Elimination System (“SPDES”) permit which currently is in the draft stage; and

WHEREAS, one element of the draft SPDES permit is a final effluent limit for Total Suspended Solids (“TSS”) percent removal, with an interim limit for TSS percent removal during the time period covered by the Order on Consent, to allow time to construct such improvements as may be required to meet the final effluent limit for TSS; and

WHEREAS, in order to establish the interim limit for TSS percent removal, NYSDEC has proposed an amendment to Order on Consent R9-20230411-13 to add this interim limit to the Order’s Schedule B, which shall require that effluent TSS concentration values shall not exceed 15% of influent concentration values for that parameter; and

WHEREAS, other than adding the interim limit for TSS, the interim limits contained in the amended Schedule B to Order on Consent R9-20230411-13 are otherwise unchanged; and

WHEREAS, Water Board staff recommend approval of the amendment in order to provide an achievable interim limit for TSS percent removal pending completion of improvements which may be required to meet the final effluent limit ultimately established by the WWTP’s next SPDES permit;

* CONTINUED ON NEXT PAGE *

NOW, THEREFORE, BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes its Chairman to execute on its behalf the proposed amendment to Order on Consent R9-20230411-13 to add an interim limit for Total Suspended Solids percent removal.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the Matter of Violations of Article 17 of the
Environmental Conservation Law and Part 750
of Title 6 of the New York Codes, Rules and Regulations

ORDER ON CONSENT
AMENDMENT

By:

File No. 23-05
R9-20230411-13

Niagara Falls Water Board,

Respondent

I. Respondent acknowledges and agrees that this document amends Order on Consent R9-20230411-13, effective May 28, 2024 ("Order"). Upon execution by the Respondent, this amendment shall be incorporated into and become an enforceable part of the Order. By signing this document, Respondent consents to the issuing and entering of this amendment, waives its right to a hearing as provided by law, and agrees to be bound by the provisions, terms and conditions contained therein.

II. With the exception of the provisions below, all other terms and conditions of the Order remain in full force and effect.

III. Schedule B Interim Limits under the Order is replaced with the following:

**Schedule B
Interim Limits**

INTERIM EFFLUENT LIMITS FOR PARAMETERS SUBJECT TO THIS SCHEDULE OF COMPLIANCE										
PARAMETER	EFFLUENT LIMITATION					MONITORING REQUIREMENTS				
	Type	Limit	Units	Limit	Units	Sample Frequency	Sample Type	Location		Notes
BOD ₅	Monthly Average	Monitor	mg/L		lbs/d	1/day	24-hr Comp.	X	X	1
	7-day Average	Monitor	mg/L		lbs/d	1/day	24-hr Comp.		X	1
BOD ₅ Percent Removal	Daily Minimum	Monitor	Percent			1/day	Calculated		X	1,2

INTERIM EFFLUENT LIMITS FOR PARAMETERS SUBJECT TO THIS SCHEDULE OF COMPLIANCE											
PARAMETER	EFFLUENT LIMITATION					MONITORING REQUIREMENTS				Notes	
	Type	Limit	Units	Limit	Units	Sample Frequency	Sample Type	Location			
								Inf	Eff		
Phenolics, Total	Daily Maximum	Monitor	ug/L	61	lbs/day	2/month	24-hr Comp.		X	1	
Dieldrin	Monthly Average	Monitor	ug/L			1/month	24-hr Comp.		X	1	
Total Sulfide	Daily Maximum	Monitor	ug/L			1/month	24-hr Comp.		X	1	
Total Residual Chlorine	Daily Maximum	3.0	mg/L			6/day	Grab		X	1,3	
Total Suspended Solids (TSS), Percent Removal	Daily Minimum	Monitor	Percent			1/day	Calculated		X	1,2	
Notes:	1. Interim limitations expire at commencement of final operation plus 90 days. 2. Effluent shall not exceed 15% of influent concentration values for BOD ₅ and TSS. During periods of wet weather which causes plant flows over the permitted flow for a calendar day, the BOD ₅ and TSS influent and effluent results for that day shall not be used to calculate 30-day arithmetic mean percent removal limitations. However, all concentrations shall be used in the calculation of the arithmetic mean value concentration limitations. All other effluent limitations remain in full effect. 3. Effluent limitation for Total Residual Chlorine is only applicable if chlorine is used for disinfection or other treatment processes.										

Dated: ____ / ____ / ____
 Buffalo, New York

Amanda Lefton, Commissioner
 New York State Department of
 Environmental Conservation

By _____
 Julie Barrett-O'Neil
 Regional Director

CONSENT BY NIAGARA FALLS WATER BOARD

Respondent, Niagara Falls Water Board, hereby consents to the issuing and entering of the Order, waives its right to a hearing as provided by law, and agrees to be bound by the provisions, terms and conditions contained therein.

Niagara Falls Water Board

By: _____

Printed Name: _____

Title: _____

Date: _____

Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-003

WWTP AIR SCOUR PIPING REPAIR

WHEREAS, the Niagara Falls Water Board (“Water Board”) wastewater treatment plant (“WWTP”) utilizes granular activated carbon filters for secondary treatment of wastewater; and

WHEREAS, when carbon filter media becomes fouled or compacted reducing throughput, the filters are cleaned as necessary through short “bump” backwashes to hydraulically clean the media and by engaging in long backwashes, which more thoroughly clean media using a combination of water and air scour, with the air scour helping to expand the carbon media by up to 40%; and

WHEREAS, air to scour the carbon filters during long backwashes is piped from an air blower to the filter bed being cleaned, with one air blower and associated air feed piping for each train of 14 filters; and

WHEREAS, the eight-inch air piping is mostly original to the WWTP and subject to a corrosive atmosphere, and late in 2025 a section of piping failed; and

WHEREAS, Water Board staff engaged Mollenberg-Betz to repair the piping on a time-and-material basis pursuant to the labor and material costs set forth in the In-Plant Mechanical Maintenance contract previously awarded to that firm; and

WHEREAS, while the cost to repair the visibly damaged section of pipe was estimated at under \$20,000, upon commencement of the work it was discovered that the extent to which the pipe was corroded, rotted, and unsound was greater than visually apparent and moreover several valves were determined to be non-functional and requiring replacement; and

WHEREAS, the full scope of the necessary repairs were completed in order to restore air scour capability, resulting in a total time-and-material cost for the repair of \$37,281.46 as reflected by that Mollenberg-Betz invoice No. 83329;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes payment of \$37,281.46 to Mollenberg-Betz, Inc., for labor and materials furnished to repair the WWTP air scour piping as reflected by that firm's invoice No. 83329.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board



MOLLENBERG-BETZ INC
MECHANICAL CONTRACTORS

Remit To: Mollenberg Betz Inc.
300 Scott Street
Buffalo, NY 14204

Invoice 83329
Invoice Date 12/31/25
Due Date 01/30/26

Phone: 716.614.7473
Fax: 716.614.7465

Bill To: NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Work Description: REPLACE ROTTED AIR PIPING IN CARBON BUILDING
QUOTE HJ2025-100R1

Work Order: 49378

Service Location: NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Customer PO: 2025-00001003

Line #	Description	P. O. Number	Quantity	U.M.	Unit Price	Price U.M.	Price Total	Tax Amount	Total
Cost Type: SERVICE LABOR									
1	SERVICE LABOR		3.00	HR	136.00	HR	408.00	0.00	408.00
21	SERVICE LABOR		40.00	HR	136.00	HR	5,440.00	0.00	5,440.00
23	SERVICE LABOR		40.00	HR	136.00	HR	5,440.00	0.00	5,440.00
24	SERVICE LABOR		1.00	HR	136.00	HR	136.00	0.00	136.00
25	SERVICE LABOR		1.00	HR	57.00	HR	57.00	0.00	57.00
35	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
36	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
37	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
38	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
40	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
41	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
42	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
43	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
44	SERVICE LABOR		2.50	HR	136.00	HR	340.00	0.00	340.00
45	SERVICE LABOR		1.00	HR	57.00	HR	57.00	0.00	57.00
46	MB TRUCK AND DRIVER		2.00	HR	136.00	HR	272.00	0.00	272.00
49	SERVICE LABOR		1.00	HR	136.00	HR	136.00	0.00	136.00
50	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
51	SERVICE LABOR		1.00	HR	136.00	HR	136.00	0.00	136.00
52	SERVICE LABOR		8.00	HR	136.00	HR	1,088.00	0.00	1,088.00
53	MB TRUCK AND DRIVER		2.00	HR	136.00	HR	272.00	0.00	272.00
54	SERVICE LABOR		1.00	HR	136.00	HR	136.00	0.00	136.00
55	SERVICE LABOR		4.00	HR	57.00	HR	228.00	0.00	228.00
SERVICE LABOR Subtotal							23,938.00	0.00	23,938.00
Cost Type: SHEETMETAL LABOR									
26	MB TRUCK AND DRIVER		2.00		136.00		272.00	0.00	272.00
SHEETMETAL LABOR Subtotal							272.00	0.00	272.00



MOLLENBERG-BETZ INC
MECHANICAL CONTRACTORS

Remit To: Mollenberg Betz Inc.
300 Scott Street
Buffalo, NY 14204

Invoice 83329
Invoice Date 12/31/25
Due Date 01/30/26

Phone: 716.614.7473
Fax: 716.614.7465

Bill To: NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Work Description: REPLACE ROTTED AIR PIPING IN CARBON BUILDING
QUOTE HJ2025-100R1

Customer PO: 2025-00001003

Line #	Description	P. O. Number	Quantity	UM	Unit Price	Price UM	Price Total	Tax Amount	Total
Cost Type: MATERIAL									
2	BFV CI/AB/EPDM 8" LUG LF 200PSI MIVCL323E-8	W25-124857	1.00	EA	1,068.41	EA	1,068.41	0.00	1,068.41
3	BFV HP LUG 12" CS/SS/RTFE 150 GEAR MIVHP1LCS4213-12	W25-124857	1.00	EA	4,316.50	EA	4,316.50	0.00	4,316.50
4	RED TEE 12x8" CS STD IMP A234WPB IWF12X8T	W25-124857	1.00	EA	311.71	EA	311.71	0.00	311.71
5	FLG SO RF 1/2" CS 150 STD IMP A105 IWF12SOFLG	W25-124857	2.00	EA	17.76	EA	35.52	0.00	35.52
6	FLG SO RF 8" CS 150 STD IMP A105	W25-124857	1.00	EA	62.98	EA	62.98	0.00	62.98
7	ADPT FLG W/E GSKT DI 8" GRV 741 VIC741-8	W25-124857	1.00	EA	354.90	EA	354.90	0.00	354.90
8	ADPT FLG W/E GSKT DI 12" GRV 741 VIC741-12	W25-124857	1.00	EA	731.89	EA	731.89	0.00	731.89
12	12X12X8 VIC GROOVED TEE	W25-124865	1.00	EA	895.22	EA	895.22	0.00	895.22
13	12 VIC #107 QUICK COUPLIN PNT EHP	W25-124869	3.00	EA	322.83	EA	968.48	0.00	968.48
14	*BFV CI/AB/EPDM 8" LUG LF 200PSI GO	W25-124867	1.00	EA	1,068.41	EA	1,068.41	0.00	1,068.41
15	12X12X8 VIC GROOVED TEE	W25-124868	1.00	EA	895.22	EA	895.22	0.00	895.22
16	12 VIC #107 QUICK COUPLIN PNT EHP	W25-124872	1.00	EA	322.83	EA	322.83	0.00	322.83
17	8 VIC #107 QUICK COUPLING PNT EHP	W25-124872	2.00	EA	149.53	EA	299.05	0.00	299.05
18	8 45 ELL VICT #11 PNT	W25-124872	1.00	EA	391.58	EA	391.58	0.00	391.58
20	FLG SO RF 12" CS 150 STD A105 W/F12SOFLG	W25-124875	1.00	EA	216.38	EA	216.38	0.00	216.38
27	7/8" X 3.5 BOLTS	W25-125203	32.00	EA	3.29	EA	105.25	0.00	105.25
28	7/8" NUTS	W25-125203	32.00	EA	0.67	EA	21.29	0.00	21.29
29	3/4" X 2" CAP SCREWS	W25-125203	16.00	EA	1.59	EA	25.50	0.00	25.50
30	WSHR VIC-FLANGE FLG 8"	W26-124883	1.00	EA	123.32	EA	123.32	0.00	123.32
31	12" VIC #107 QUICK COUPLING PNG EHP	W26-124882	1.00	EA	322.83	EA	322.83	0.00	322.83



MOLLENBERG-BETZ INC
MECHANICAL CONTRACTORS

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300 Scott Street
Buffalo, NY 14204

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Phone: 716.614.7473
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Bill To: NIAGARA FALLS WATER BOARD
5815 BUFFALO AVE
NIAGARA FALLS, NY 14304

Work Description: REPLACE ROTTED AIR PIPING IN CARBON BUILDING
QUOTE HJ2025-100R1

Customer PO: 2025-00001003

Line #	Description	P. O. Number	Quantity	UM	Unit Price	Price UM	Price Total	Tax Amount	Total
32	8" VIC #107 QUICK COUPLING PNT EHP	W26-124882	1.00	EA	149.52	EA	149.52	0.00	149.52
33	7/8-9 X 2-3/4 HEX SCR GR2 ZP	W25-124874	24.00	EA	2.15	EA	51.61	0.00	51.61
34	GSKT 150 RING 1/16" NASB 12"	W25-124888	1.00	EA	18.34	EA	18.34	0.00	18.34
47	8" RFSO FLANGE 150# DOMESTIC	W26-125244	1.00	EA	102.74	EA	102.74	0.00	102.74
MATERIAL Subtotal							12,859.48	0.00	12,859.48
Cost Type: EXPENSES									
22	EXPENSES		1.00		10.00		10.00	0.00	10.00
39	EXPENSES		1.00		10.00		10.00	0.00	10.00
EXPENSES Subtotal							20.00	0.00	20.00
Cost Type: FREIGHT									
48	FREIGHT		1.00		191.98		191.98	0.00	191.98
FREIGHT Subtotal							191.98	0.00	191.98
Subtotal							37,281.46	0.00	37,281.46

Terms: Net 30 days

Subtotal	37,281.46
Tax	0.00
Total	37,281.46

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-004

LUCITY SOFTWARE SUPPORT AND MAINTENANCE RENEWAL

WHEREAS, the Niagara Falls Water Board utilizes Lucity enterprise asset management software to help manage and maintain its assets; and

WHEREAS, the Water Board's annual support agreement with Tritech Software Systems (the sole source and developer for the software) for the Lucity software expires on January 31, 2026; and

WHEREAS, the Water Board's IT staff recommend renewing the annual support agreement for Lucity in order to maintain its functionality; and

WHEREAS, the cost to renew the annual support agreement for the period of February 1, 2026 through January 31, 2027 is \$21,524.89, representing a 2.5% price increase from the previous term's cost of \$20,999.89;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes payment to Tritech Software Systems the sum of \$21,524.89 to renew the annual support agreement for the Lucity software system for the period of February 1, 2026 through January 31, 2027.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board



Invoice

Invoice No
452810

Date
12/2/2025

Page
1 of 1

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centsquare.com

Bill To
Niagara Falls Water Board, NY

5815 Buffalo Ave
Niagara Falls NY 14304
United States

Ship To
Niagara Falls Water Board, NY

5815 Buffalo Ave
Niagara Falls NY 14304
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
17082	Niagara Falls Water Board, NY		USD	1/31/2026

Invoice Sequence Number 1 of 1

Quote No. Q-237575

Order No. 00117748

	Description	Units	Rate	Extended
1	Asset Management - Assets Annual Maintenance Fee - Annual Maintenance Fee AssetManagement Maintenance: Start:2/1/2026, End: 1/31/2027	1	8,078.08	8,078.08
2	Asset Management - GIS Desktop Annual Maintenance Fee - Annual Maintenance Fee GISDesktop Maintenance: Start:2/1/2026, End: 1/31/2027	1	512.04	512.04
3	Asset Management - GIS Web Annual Maintenance Fee - Annual Maintenance Fee GISWeb Maintenance: Start:2/1/2026, End: 1/31/2027	1	2,560.15	2,560.15
4	Asset Management - Mobile Annual Maintenance Fee - Annual Maintenance Fee MobileManagement Maintenance: Start:2/1/2026, End: 1/31/2027	1	1,248.88	1,248.88
5	Asset Management - Work Annual Maintenance Fee - Annual Maintenance Fee WorkManagement Maintenance: Start:2/1/2026, End: 1/31/2027	1	9,125.74	9,125.74

Please include invoice number(s) on your remittance advice.	Subtotal	21,524.89
ACH: Routing Number 121000358 Account Number 1416612641 E-mail payment details to: Accounts.Receivable@CentralSquare.com	Tax	0.00
	Invoice Total	21,524.89
Check: 12709 Collection Center Drive Chicago, IL 60693	Payments Applied	0.00
	Balance Due	USD 21,524.89

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-005

**PAYMENT FOR EMERGENCY 15 INCH COMBINED SEWER REPAIR,
24TH STREET AND SENECA AVENUE**

WHEREAS, in connection with investigating a customer complaint regarding drainage, the Niagara Falls Water Board (“Water Board”) discovered a section of 15” combined sewer on 24th Street near Seneca Avenue to be in a damaged or deteriorated condition and requiring immediate repair in order to restore sewer functionality; and

WHEREAS, because of the depth of the sewer at that location, the requisite repairs were beyond the scope of what Water Board crews can complete; and

WHEREAS, on behalf of the Water Board, the City of Niagara Falls Engineering Department prepared plans and solicited bids for the needed combined sewer repair, with the low bid received from Laubacker Enterprises, Inc., at a total base bid item price of \$78,350; and

WHEREAS, pursuant to Section 5.1 of the Water Board procurement policy, the Executive Director authorized the low bidder to proceed with the work immediately in order to protect against damage to property or human health resulting from sewage backup; and

WHEREAS, the overall total cost of this combined sewer repair was reduced because Water Board outside maintenance personnel handled the necessary bypass pumping around the damaged section of sewer main;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes the Executive Director to pay to Laubacker Enterprises, Inc., an amount not to exceed \$78,350 for the emergency repair of a 15" combined sewer located on 24th Street near Seneca Avenue.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board



City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069
ENGINEERING DEPARTMENT

December 15, 2025

Niagara Falls Water Board

Mayor Michael C. O'Laughlin
Niagara Falls Water Treatment Facility
5815 Buffalo Avenue
Niagara Falls, New York 14304

Attention: Mr. Sean Costello, Esq.
Executive Director

Mr. Costello:

Attached to this brief letter please find the standard City of Niagara Falls Bid Tabulation Sheet for the following project:

**EMERGENCY REPAIR PROJECT:
15" DIA. COMBINED SEWER REPAIR
24TH STREET & SENECA AVENUE**

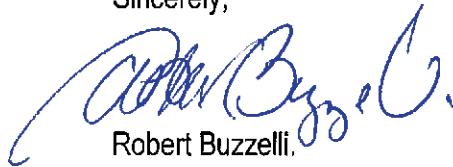
Arithmetical and typographical errors (if any) have been corrected and the entire package is offered for your review, reference, and ultimate contract award. The verified and qualified low bidder for this project is:

**LAUBACKER ENTERPRISES
528 62ND STREET
NIAGARA FALLS, NEW YORK 14304**

at the total base bid item price of: **\$ 78,350.00**

Please contact me at your convenience if questions arise or additional clarification is deemed necessary.

Sincerely,



Robert Buzzelli,
Civil Engineer III

attachment: (1)

cc: file



CONTRACT: **EMERGENCY SEWER REPAIR PROJECT**
15" COMBINED SEWER REPAIR
24TH STREET & SENECA AVENUE

BID OPENING: **DECEMBER 15, 2025 AT 5:00PM**

BID SECURITY: **N.A.**

#	BID ITEM	QTY.	UNIT	J.R. SWANSON PLUMBING CO., INC.		LAUBACKER ENTERPRISES, INC.		
				PRICE	AMOUNT	PRICE	AMOUNT	
1A	NEW 12" DIA. SDR 35 PVC SEWER PIPE	26	L.F.	2,000.00	52,000.00	1,800.00	46,800.00	
1B	NEW 6" DIA. SDR 35 PVC SEWER PIPE	0	L.F.		0.00		0.00	
2	PAVEMENT SAWCUTTING	100	L.F.	32.29	3,229.00	10.00	1,000.00	
3	TEMPORARY PAVEMENT RESTORATION (SEASONAL)	55	S.Y.	216.33	11,898.15	50.00	2,750.00	
4	SUBBASE COURSE TYPE 2 STONE (12" THK.)	55	S.Y.	101.00	5,555.00	20.00	1,100.00	
5	PORLAND CEMENT CONCRETE BASE COURSE (6" THK.)	55	S.Y.	124.66	6,856.30	80.00	4,400.00	
6	ASPHALT CONCRETE BINDER COURSE - TYPE 3 (2" THK.)	55	S.Y.	93.75	5,156.25	30.00	1,650.00	
7	ASPHALT CONCRETE TOP COURSE - TYPE 7 (1-1/2" THK.)	55	S.Y.	88.33	4,858.15	30.00	1,650.00	
8	TEMPORARY BYPASS PUMPING	N.I.C.	DAYs					
9	MAINTENANCE AND PROTECTION OF TRAFFIC	1	L.S.	4,000.00	4,000.00	17,000.00	17,000.00	
10	MOBILIZATION		L.S.	947.15	947.15	2,000.00	2,000.00	

\$94,500.00

2

\$78,350.00

✖ ARITHMETIC ERROR CORRECTED

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-006

PREVENTATIVE MAINTENANCE AGREEMENTS FOR WTP GENERATORS

WHEREAS, emergency backup power for the Niagara Falls Water Board's Water Treatment Plant is provided by two 1,250 kV CAT brand diesel generators; and

WHEREAS, the Water Board has invested in maintaining these generators, but they are original to the plant and require routine preventative maintenance to ensure they can be relied upon in the event of an emergency; and

WHEREAS, Milton CAT, the manufacturer's authorized service provider, has provided proposed service agreements dated January 6, 2026 to provide three years of preventative maintenance services for the generators at a cost of \$10,832.32 per generator, a total of \$21,664.64;

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board authorizes the Executive Director to enter into agreements with Milton CAT to provide three years of preventative maintenance for the Water Treatment Plant's diesel generators, at a total cost of \$21,664.64.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

Billing # 0658597

Date:

1/6/2026

Customer # 0658597

Invoice to:		Site Information:			
Niagara Falls Water Board 5815 Buffalo Ave Niagara Falls, NY 14304		Niagara Falls Water Board 5815 Buffalo Ave Niagara Falls, NY 14304			
Attn:	Jeremy Godlewski	Site Contact:	Jeremy Godlewski		
E-mail:	jgodlewski@nfwb.org	E-mail:	jgodlewski@nfwb.org		
Phone:	716.299.7730	Phone:	716.299.7730		
Cell:	716.998.4398	Cell:	716.998.4398		
Job Title:		Job Title:			
Make:	Caterpillar	Contract Years:	3	Service Schedule Type:	Normal Weekday
Model:	3512	Contract Period :	1/1/2026	12/31/2028	# of PM Services 6
Serial #:	24Z06669	Customer Equip #:	Gen 1	# of Secondary Events	1
KW:	1250		E05176		
				Total # of Services	7
Notes:	SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, add \$50.00 per service report. Quoted using Sourcedwell Acct# 87692 in mind.				
Agreement Price:	\$ 10,832.32	PM Price year 2:	\$ 2,659.05	Loadbank Test:	\$ -
PM Price Year 1:	\$ 5,394.55	PM Price year 3:	\$ 2,778.71	Battery Replacement:	\$ -
		Other Services:	\$ -	ATS Test:	\$ -
Description		Date of Service		Year	Price Each
PM 2		January		2026	\$4,338.54
PM 1		July		2026	\$1,056.01
PM 1.5		January		2027	\$1,555.52
PM 1		July		2027	\$1,103.53
PM 1.5		January		2028	\$1,625.52
PM 1		July		2028	\$1,153.19
Other	Install / Activate Cat Connectivity PL-444 (cellular)	July		2026	
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below.

Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton CAT may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariffs."

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame or between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, pandemic, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officials, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims of liabilities, expenses (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnity for any damages or liabilities to the extent caused by that party's willful misconduct or gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under this Agreement: 1. Commercial General Liability including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence listing Customer and its affiliates and wholly-owned subsidiaries as additional insureds. 2. Business automobile Liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident. 3. Workers' Compensation at required statutory limits. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement or an SOW, both Milton and the customer will meet to try and resolve it. If we are unable to resolve it through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. NOTICES: All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email) or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

CUSTOMER ISSUED ORDERS OR AGREEMENTS: Any changes to the scope of work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 0658597

Serial #

24Z06669

Customer		
Name:	Name:	Southworth-Milton, Inc. d/b/a/ Milton CAT
Title:	Title:	Chris Lemke
Signature:	Signature:	Power Solutions Representative
Date:	Date:	Chris Lemke
		1/6/2026
		Must be fully executed within 21 days
		Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.

Billing # 0658597

Date:

1/6/2026

Customer # 0658597

Invoice to:		Site Information:			
Niagara Falls Water Board 5815 Buffalo Ave Niagara Falls, NY 14304		Niagara Falls Water Board 5815 Buffalo Ave Niagara Falls, NY 14304			
Attn:	Jeremy Godlewski	Site Contact:	Jeremy Godlewski		
E-mail:	jgodlewski@nfwb.org	E-mail:	jgodlewski@nfwb.org		
Phone:	716.299.7730	Phone:	716.299.7730		
Cell:	716.998.4398	Cell:	716.998.4398		
Job Title:		Job Title:			
Make:	Caterpillar	Contract Years:	3	Service Schedule Type:	Normal Weekday
Model:	3512	Contract Period :	1/1/2026	12/31/2028	# of PM Services 6
Serial #:	24Z06664	Customer Equip #:	Gen 2	# of Secondary Events	1
KW:	1250		E05177		
				Total # of Services	7
Notes:	SALES TAX IS NOT INCLUDED IN THIS QUOTE. ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. This is an extended oil drain program. Fuel (if equipped) and oil filters changed during a PM 1.5 visit. PM 2 includes PM 1.5 plus oil change. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, add \$50.00 per service report. Quoted using Sowell Acct # 87692 in mind				
Agreement Price:	\$ 10,832.32	PM Price year 2:	\$ 2,659.05	Loadbank Test:	\$ -
PM Price Year 1:	\$ 5,394.55	PM Price year 3:	\$ 2,778.71	Battery Replacement:	\$ -
		Other Services:	\$ -	ATS Test:	\$ -
Description		Date of Service		Year	Price Each
PM 2		January		2026	\$4,338.54
PM 1		July		2026	\$1,056.01
PM 1.5		January		2027	\$1,555.52
PM 1		July		2027	\$1,103.53
PM 1.5		January		2028	\$1,625.52
PM 1		July		2028	\$1,153.19
Other	Install / Activate Cat Connectivity PL-444 (cellular)	July		2026	
ASSUMES GROUND LEVEL	ALL WORK TO BE DONE DURING				
GENERATOR INSTALLATION	NORMAL WEEKDAY HOURS.				
ADD SALES TAX if applicable.		ADD SALES TAX if applicable.		ADD SALES TAX if applicable.	

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT Product Support Consultant 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Value Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all emergency service work performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee, or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below.

Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

REMOTE MONITORING: Milton CAT may offer remote monitoring dependent upon equipment make and model at an additional cost. Access to this information can be made available to the customer upon their request.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, pandemic, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers. The contract price does not include any additional costs passed to Milton CAT as a result of conditions external to Milton CAT over which Milton CAT has no control, including, but not limited to, supply-chain shortages, war, pandemics, and tariffs."

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame or between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, pandemic, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Each party ("the indemnifying party") shall defend, indemnify and hold harmless the other party, including its employees, officials, directors, agents, successors, and assigns ("the indemnified party") against and to the extent of any and all damages, claims of liabilities, expenses (including reasonable attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of the indemnifying party and/or its agents or employees, officials or directors. No party shall be entitled to indemnity for any damages or liabilities to the extent caused by that party's willful misconduct or gross negligence.

INSURANCE: Milton shall maintain at all times, at its sole cost, at least the following coverage under this Agreement: 1. Commercial General Liability including but not limited to (i) injury to person, (ii) damage to property, (iii) contractual liability coverage, (iv) personal injury liability in an amount not less than one million dollars (\$1,000,000) for each occurrence listing Customer and its affiliates and wholly-owned subsidiaries as additional insureds. 2. Business automobile Liability for owned, hired, and non-owned vehicles in an amount not less than one million dollars (\$1,000,000) for each accident. 3. Workers' Compensation at required statutory limits. These insurance requirements may be met by a combination of general liability and excess umbrella policies.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

DISPUTE RESOLUTION: If a dispute arises related to this Agreement or an SOW, both Milton and the customer will meet to try and resolve it. If we are unable to resolve it through our meetings, we both agree to utilize mediation before commencing any legal proceedings.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws where the equipment is located. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

BINDING EFFECT: The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

NON-WAIVER: No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. NOTICES: All notices required or desired to be given hereunder shall be in writing and delivered personally, electronically (email) or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

CUSTOMER ISSUED ORDERS OR AGREEMENTS: Any changes to the scope of work contained herein and/or additional terms and conditions added by the customer to include customer portal and third-party portal fees may void pricing and terms of this agreement. If such a situation arises Milton may provide a revised agreement that would reflect pricing and terms as changed or requested by the customer.

Customer # 0658597

Serial #

24Z06664

Customer

Name:

Name:

Southworth-Milton, Inc. d/b/a/ Milton CAT

Title:

Title:

Chris Lemke

Signature:

Signature:

Power Solutions Representative

Date:

Date:

Chris Lemke

1/6/2026

Must be fully executed within 21 days

Void if not fully executed within 21 days

Once executed, please email the signed agreement directly back to your Milton CAT Representative.

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-007

**EXTENSION OF AGREEMENT FOR
AECOM ONSITE ENVIRONMENTAL MONITOR SERVICES**

WHEREAS, pursuant to the terms of Order on Consent R9-20170906-129 with the NYSDEC, the Niagara Falls Water Board agreed to retain the services of an onsite environmental monitor (“OEM”); and

WHEREAS, the NYSDEC has approved John Goeddertz, Ph.D., as the OEM, and he performs those services while an employee of AECOM and with the occasional assistance of certain AECOM staff; and

WHEREAS, Dr. Goeddertz and AECOM perform services that include oversight, review, and suggestions for operations and maintenance, review of treatment performance, regulatory issues, and capital improvement projects, and prepare quarterly reports as required by NYSDEC; and

WHEREAS, the OEM’s services have helped to improve the operations and maintenance status of the WWTP; and

WHEREAS, the funds previously approved for OEM services have been exhausted; and

WHEREAS, AECOM has presented a proposal dated January 14, 2026 to continue to provide the OEM services required pursuant to the Order on Consent through December 2026 and thereafter until the funds approved by this Resolution are exhausted or the need for an OEM ends for a fee billed on a time-and-material basis and not to exceed \$272,000; and

WHEREAS, pursuant to Water Board Procurement Policy Section 5.8.4, this extension of a professional services agreement (1) was not the subject of an RFP because it is a continuation of ongoing professional services which are required to be performed by applicable Order on Consent; (2) no other firms informally were solicited for proposals because John Goeddertz, Ph.D., is the NYSDEC approved OEM; and (3) the procurement is not being postponed to permit an RFP as only one firm is able to provide these OEM services at this time;

* CONTINUED ON NEXT PAGE *

NOW THEREFORE BE IT

RESOLVED, that the Niagara Falls Water Board hereby authorizes the Executive Director to execute an extension of the consulting services agreement with AECOM USA, Inc., for Onsite Environmental Monitor services by John Goeddertz, Ph.D., pursuant to Order on Consent R9-20170906-129, for the period through December 31, 2026 and thereafter until the funds authorized by this Resolution are exhausted, to be billed on a time-and-material basis and for a total fee not to exceed \$272,000.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

January 14, 2026

Mr. Sean W. Costello
Executive Director & General Counsel
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Subject: Proposal for 12-Month Continuation of Onsite Environmental Monitor

Dear Mr. Costello:

AECOM USA, Inc. (AECOM) is pleased to provide the Niagara Falls Water Board (NFWB) with this proposal for the continuation of Onsite Environmental Monitoring (OEM) services at the NFWB's wastewater treatment plant (WWTP) for a 12-month duration. These services have been provided by AECOM, specifically John Goedertz, Ph.D., as the NYSDEC approved Onsite Environmental Monitor as required by the Order on Consent R9-20170906-129 dated December 19, 2017. AECOM has provided these services under our original Consulting Services Agreement dated January 23, 2019, and has continued these services through the end of 2025.

PROJECT UNDERSTANDING

AECOM has been providing OEM services for the NFWB WWTP since 2019. In general, these services have provided oversight, review, and suggestions for the operation and maintenance (O&M) of the WWTP. Furthermore, these services include the participation in routine (weekly) O&M meetings to review the status of the WWTP ranging from treatment performance, analytical testing, regulatory compliance, unit process maintenance, impacts to the facility (i.e., weather events, specific industrial users, etc.), quarterly regulatory summary reports, and facility capital improvement projects.

While serving as the designated OEM for the NFWB WWTP, AECOM has worked hand-in-hand with the NFWB WWTP representatives to improve the WWTP O&M processes with open lines of communication, prompt responses as challenges occur, and consistency. AECOM's involvement and level of effort was increased during 2025 to include additional engineering effort associated with:

- AECOM's participation in project meetings and discussions pertaining to the WWTP Preliminary Engineering Report (PER),
- AECOM's involvement in reviewing various industrial user inputs to the NFWB's sewer system (Cascades, Niacet, Water Treatment Plant, Occidental, etc.),
- and other focused engineering efforts such as the Gorge Pumping Station Overflow reporting improvements.

Currently, AECOM is providing these OEM services under a contract that was executed in February 2025 and is projected to cover services through February 2026. This proposal provides scope and budget to continue these services for a 12-month duration based upon the current rate of expenditure.

SCOPE OF SERVICES

Services associated with this project will include the following work items at the WWTP:

1. Observation of day-to-day operation, maintenance, and planning activities while onsite,
2. Monitoring of plant performance,
3. Assistance with troubleshooting and evaluation of systems and equipment as the need arises,
4. Provide engineering assistance as needed including process troubleshooting, capital improvement planning, equipment specification, etc.,
5. Attendance at routine operations and maintenance meetings. These meetings are assumed to occur concurrent with AECOM's planned onsite activities as further defined under Assumptions,
6. Onsite Environmental Monitor reporting to the NYSDEC per the Consent Order requirements,
7. Attending and participating in PER meetings and discussions,
8. Review and participation in evaluating industrial users wastewater discharges and permit discussions, and
9. Various engineering assistance requested by the NFWB.

PROJECT STAFFING

Personnel anticipated to work on this project are listed below:

- John Goeddertz, Ph.D. Sr. Engineer
- Jeff Tudini, Project Manager
- Dan Casper, Staff Engineers

Dr. Goeddertz will remain as the designated AECOM representative to conduct the tasks listed above and see that the project is properly executed and addresses the NFWB's needs and requirements. Jeff Tudini will support John, as needed, and serve as the point of contact for contract and management aspects of this project. If needed, project engineers will assist Dr. Goeddertz with appropriate tasks at a lower hourly cost.

FEES and RATES

This effort will occur for approximately 12-months starting in February 2026. AECOM proposes to perform the services on a time and materials not-to-exceed basis with a recommended budget of \$272,000. Current direct labor rates for the proposed personnel follows:

Personnel	Title	Rate
John Goeddertz	Senior Engineer	\$91.15
Jeff Tudini	Project Manager	\$79.65
Dan Casper	Staff Engineer	\$38.18
Tamie Moeller	Project Controls	\$48.49

Project charges will be billed as follows:

- Labor – Direct salary times a 2.74 labor multiplier.
- Other Direct Costs: Cost plus 5% (includes mileage at the IRS rate, blueprints, photocopying, etc.)
- Subcontractors: Cost plus 5%.

Personnel not listed above may be used depending upon their expertise and availability. Personnel not listed will be billed at their rates at the time the work is completed. All project billings will identify the individual working on the project, their title, billing rate, and hours worked listed by week ending date. Rates are subject to change during the period of performance. Other direct costs including travel, subsidence, copies, shipping, etc. will be billed at cost plus 5 percent. In the event the funds are insufficient, AECOM will notify the NFWB and request additional funding.

ASSUMPTIONS

In preparing this proposal we have assumed the following

1. Detailed design (i.e., preparation of contract documents suitable for competitive bidding) is NOT included in AECOM's scope of services. However, assistance with scoping and equipment selection for activities undertaken by maintenance staff or IDIQ contractors (i.e., Mollenberg-Betz and Ferguson) will be included as we have done with a number of other in-house upgrades as the budget allows. For portions of this work that require a detailed design to be prepared by others and as budget allows, AECOM will contribute and assist as necessary to check that activities are consistent with the NFWB long-term operation of the WWTP.
2. Onsite OEM level of effort is estimated to include approximately 3-days/week and 4-hours/day (i.e., 12-hours/week). This level of effort may vary week-to-week depending on WWTP conditions and needs. In addition, engineering assistance with capital improvement planning, equipment specification, PER assistance, miscellaneous engineering tasks, etc. is estimated to include a level of effort of approximately 8-hours/week.
3. No subcontractor services are anticipated under this project.
4. AECOM will not be responsible for the preparation of extensive written documents other than the quarterly progress reports.
5. Suggestions, recommendations, guidance, or strategies provided by AECOM represent its reasonable judgment within the time and budget context of its scope and the information available to it at the time. It is NFWB's responsibility to or not to adopt, use or comply with any suggestion, recommendation, guidance, or strategy provided by AECOM. NFWB is solely responsible for the outcome of its decision to or not to adopt, use, or comply with any suggestion, recommendation, guidance, or strategy provided by AECOM.
6. This proposal provides scope and budget to continue the Onsite Environmental Monitoring services for an estimated 12-month duration and the remaining funds in the current project will continue to be used for this same purpose.

AECOM is committed to support the NFWB in addressing this important service. This proposal is conditioned upon using our Consulting Services Agreement (attached) that has been used for the current OEM Services and other similar projects with the NFWB. A change order form associated with the 2022 agreement is included with this proposal. Please contact Jeff Tudini at 716-868-4306 or jeffrey.tudini@aecom.com. If you have any questions or need additional information. Thank you for your consideration.

Sincerely yours,
AECOM USA, Inc.



Jeff Tudini
Project Manager



Douglas Gove Jr.
Vice President

ATTACHMENTS:

AECOM Consulting Services Agreement
Change Order Form
MWBE/SDVOB Letter

CHANGE ORDER

This Change Order No. 3, with an effective date of _____, 2026 is issued under the Consulting Services Agreement ("Agreement") dated December 19, 2022 by and between The Niagara Falls Water Board ("Client") and AECOM USA, Inc., a New York Corporation ("AECOM"); each also referred to individually as a "Party" and collectively as "Parties". This Change Order modifies the Agreement as follows:

1. Changes to the Services:

Continued OEM services through 2026

2. Change to Deliverables:

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3. Change in Project Schedule (attach schedule if appropriate):

Extend OEM services through end of December 2026

4. Change in AECOM's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

No change to Compensation

Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)

Time and Materials with a Not- to-Exceed amount of (\$272,000). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Lump Sum

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$827,650.

5. Project Impact:

Extend OEM services from February 2026 through December 2026

6. Other Changes (including terms and conditions):

None

7. All other terms and conditions of the Agreement remain unchanged.
8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM USA, Inc.

Signature

Douglas Gove Jr.

Printed Name

Vice President

Printed Title

1/14/2026

Date

Address
250 Apollo Dr.**Chelmsford, MA 01824****CLIENT:**
Niagara Falls Water Board

Signature

Sean W. Costello

Printed Name

Executive Director & General Counsel

Printed Title

Date

Address
5815 Buffalo Avenue
Niagara Falls, New York 14304

[End of the Change Order]

1/14/2026

Mr. Sean W. Costello
Executive Director & General Counsel
Niagara Falls Water Board
5815 Buffalo Avenue
Niagara Falls, NY 14304

Minority and Women Business Enterprises, and Services Disabled Veteran-Owned Businesses Utilization Goals

Dear Mr. Costello,

We are submitting this letter along with our proposal for the NFWB Wastewater Treatment Plant (WWTP) Onsite Environmental Monitor (OEM) services to evaluate whether there are any subcontracting opportunities. We understand that the NFWB encourages subcontracting to Minority and Women Business Enterprises (MWBE), and Service-Disabled Veteran-Owned Businesses (SDVOB), where possible, and that the NFWB has MWBE and SDVOB utilization goals. With respect to the work to be performed pursuant to AECOM's proposal, no subcontracting opportunities exist since the OEM work is considered specialty wastewater treatment operations support. The work to be performed is technical work with aspects of institutional knowledge that will be performed only by AECOM engineering and scientific staff.

Should you have any further questions or concerns, please contact us.

Sincerely,
AECOM USA, Inc.



Jeff Tudini
Project Manager



Douglas Gove Jr.
Vice President

NIAGARA FALLS WATER BOARD RESOLUTION # 2026-01-008

UPDATING AUTHORIZED SIGNERS FOR BANK ACCOUNT

WHEREAS, with the recent appointment of Deborah Ziolkowski as Director of Financial Services, it is necessary to update the authorized signers on bank accounts holding Niagara Falls Water Board funds; and

WHEREAS, CNB Bank, which does business locally as Bank on Buffalo, has requested the attached Resolution of Corporations, Partnerships & LLCs for this purpose;

NOW THEREFORE BE IT

RESOLVED, that the text of the attached Resolution of Corporations, Partnerships & LLCs, authorizing the Director of Financial Services, Executive Director, and Chairperson to be signers for Water Board accounts with CNB Bank d/b/a Bank on Buffalo, hereby is adopted and approved.

On January 26, 2026, the question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yes	No	Abstain	Absent
Board Member Cole	[]	[]	[]	[]
Board Member Dean	[]	[]	[]	[]
Board Member Kimble	[]	[]	[]	[]
Board Member Weiss	[]	[]	[]	[]
Chairman Sirianni	[]	[]	[]	[]

Vote Witnessed By:

Sean W. Costello, Secretary to Board

RESOLUTION OF CORPORATIONS, PARTNERSHIPS & LLCs

DATE:

TO: NAME AND ADDRESS OF FINANCIAL INSTITUTION	FROM: NAME AND ADDRESS OF ENTITY
-----------------------------------------------	----------------------------------

Use this **Resolution of Corporations, Partnerships and LLCs** to document the granting of Deposit authority by the governing body of the business entity to specified individuals. This form may be used by legal entities, such as corporations, professional corporations, general partnerships, limited partnerships, limited liability partnerships, and limited liability companies.

Words, numbers or phrases preceded by a are applicable only when marked, i.e., .

I certify that I am a duly and legally elected/appointed, qualified representative and keeper of the records ("Designated Representative") of/for the legal entity ("Entity") named above, that the following is a true and complete copy of a Resolution duly adopted at a meeting of the governing body of the Entity held on the _____ day of _____ in accordance with law and the governing documents of the Entity, and that my delivery of this Resolution to Financial Institution certifies to Financial Institution that such Resolution is still in full force and effect.

This is a For Profit Nonprofit Entity.

IT IS RESOLVED THAT:

The following described officers, members, managers, partners, employees, designated parties or agents of the Entity referred to below as "Authorized Signers", whose names and signatures appear below, are authorized for and on behalf of the Entity to have the following indicated powers as contained in this Resolution:

DEPOSITORY ACCOUNT. Perform the following for the account(s) indicated on Page 2, in the name of the Entity, subject to any terms and conditions governing the account(s), such as:

Authorized Signers

1. Open and maintain the account(s); _____
2. Make deposits to the account(s); _____
3. Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing; _____
4. Make withdrawals from the account(s) in any manner permitted by the account(s); _____
5. Transfer funds from the account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity; _____
6. Transfer funds to the account(s) in Financial Institution from any account whether or not held at this Financial Institution and whether or not held by this Entity; _____
7. Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money; _____
8. Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money. _____
9. All of the above. _____

SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from Box(es), and exercise all rights and be subject to all responsibilities under the Lease. _____

NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement. _____

LOCK BOX. Enter into a Lock Box Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement. _____

DEBIT CARD/ATM CARD. Apply for, receive and utilize debit cards, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect. _____

CASH MANAGEMENT. Enter into a Cash Management Agreement with Financial Institution, and exercise all rights and be subject to all responsibilities under the Agreement. _____

OTHER AUTHORITY- describe: _____

Further, this Resolution continues on Page 2 of this document, and all of the power and authority granted are incorporated in this Resolution.

RESOLUTION APPLIES TO (check all that apply): ALL ACCOUNTS SAFE DEPOSIT BOX NUMBER(S):
 ALL FUTURE ACCOUNTS SPECIFIC ACCOUNTS - NUMBER(S):

NAME AND TITLE	SIGNATURE	LIMITATIONS
1.	X	COUNTERSIGNERS:
2.	X	COUNTERSIGNERS:
3.	X	COUNTERSIGNERS:
4.	X	COUNTERSIGNERS:
5.	X	COUNTERSIGNERS:
6.	X	COUNTERSIGNERS:
7.	X	COUNTERSIGNERS:
8.	X	COUNTERSIGNERS:

SIGNATURE CERTIFICATION. I certify that the foregoing are names, titles, and genuine signatures of the current Authorized Signers of the Entity authorized by the above Resolution.

IN WITNESS WHEREOF, I have subscribed my name as Designated Representative of the Entity on the date shown below.

DESIGNATED REPRESENTATIVE:

DATE

IT IS FURTHER RESOLVED AS FOLLOWS, the Entity certifies to the Financial Institution that:

- Unless specifically designated, each of the Authorized Signers whose signature appears above may sign without the other(s);
- (Select if applicable) **FACSIMILE SIGNATURES.** The Financial Institution shall be entitled to honor and charge the Entity for all such negotiable instruments, checks, drafts, or other orders for payment of money drawn in the name of the Entity, on the indicated account(s), including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means a facsimile signature or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resemble the specimens duly certified to or filed with the Financial Institution for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Entity. The Specimen Facsimile Signature Exhibit, when attached, is incorporated into and is an integral part of this Resolution. The Entity agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which they are affixed is solely that of the Entity. Your authorization notwithstanding, Financial Institution is not obligated to accept or pay any items bearing Facsimile Signatures;
- As used herein, any pronouns relative to the signers for the Entity shall include the masculine, feminine, and neutral gender, and the singular and plural number, wherever the context so admits or requires;
- All items deposited with prior endorsements are guaranteed by the Entity;
- All items not clearly endorsed by the Entity may be returned to the Entity by the Financial Institution or, alternatively, the Financial Institution is granted a power of attorney in relation to any such item to endorse any such item on behalf of the Entity in order to facilitate collection;
- Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument or other order for the payment of money, that is not properly endorsed;
- Financial Institution is directed and authorized to act upon and honor any withdrawal or transfer instructions issued and to honor, pay and charge to any depository account or accounts of the Entity, all checks or orders for the payment of money so drawn when signed consistent with this Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the check or the order for the payment of the money involved, whether such checks or orders for the payment of money are payable to the order of, or endorsed or negotiated by any one or more of the Authorized Signers signing them or such party in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any one or more of the Authorized Signers signing them or of any other such party or not;
- Financial Institution shall be indemnified for any claims, expenses or losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified; and
- Notwithstanding any modification or termination of the power of any Authorized Signer of the Entity, this Resolution shall remain in full force and bind the Entity and its legal representatives, successors, assignees, receivers, trustees or assigns until written notice to the contrary signed by, or on behalf of, the Entity shall have been received by the Financial Institution, and that receipt of such notice shall not affect any action taken by the Financial Institution prior to receipt of such notice in reliance on this Resolution.

Additional comments or instructions: