

**BOARD OF TRUSTEES
OF THE VILLAGE OF FREDONIA
WORKSHOP
9-11 Church Street
Fredonia, NY 14063
August 24, 2026
4:30 P.M.**

A. RESOLUTIONS

1. Training for David Riddle, Water Treatment Plant Operator Trainee
2. Public Comment Reinstatement
3. Budget transfer for Water Intake Structure
4. Water Intake Structure-Allen Marine Services
5. Promotion to Labor Supervisor DPW
6. Promotion to MEO DPW
7. Promotion to MEO DPW
8. Village Clerk hire

B. DEPARTMENT REPORTS

Code Enforcement Office
DPW
Fire Department
Police Department
Recreation Department
Wastewater Treatment Plant
Water Treatment Plant

C. NEW BUSINESS

1. 29 Center Street Water Bill Relief
2. 6 George's Place Water Bill Relief

D. OLD BUSINESS

E. EXECUTIVE SESSION

**BOARD OF TRUSTEES
OF THE VILLAGE OF FREDONIA
REGULAR MEETING
9-11 Church Street
Fredonia, NY 14063
August 31, 2026
6 P.M.**

A. CALL TO ORDER-MAYOR

I call this meeting to order on Monday August 31, 2026, at PM

Roll Call of the Trustees:

B. PLEDGE OF ALLEGIANCE-

C. APPROVAL OF MINUTES-

CRUZ-KEEFE / BRAUCHLER

WHEREAS members of this Board have read the Official Minutes of the Board of Trustees Regular Meeting of August 17, 2026, and

BE IT RESOLVED that the Board hereby approves the minutes as entered into the Official Minutes, and

BE IT FURTHER RESOLVED that the reading of the minutes be dispensed with.

D. CORRESPONDENCE-

Correspondence was received from Fire Chief, Joshua Myers on August 19, 2026 to remove the following individuals from the Fredonia Volunteer Fire Department, Inc. membership roll.

MULHOLLAND/LAZARONY

BE IT RESOLVED that the board hereby approves that Craig Carpenter, Gena Figueroa, Steve St George, and Ron Hagberg be removed from the membership rolls of the Fredonia Volunteer Fire Inc., effective immediately.

Correspondence was received from Justin Hooch requesting the use of Barker Commons to hold the annual Rockin' the Commons, raising funds for Roswell Park on Saturday September 26, 2026.

MULHOLLAND/BRAUCHLER

BE IT RESOLVED that the board hereby approves the use of Barker Commons to hold the annual Rockin' the Commons music festival on Saturday September 26, 2026 beginning at 11:00 am is hereby approved as set forth below:

- Use of Barker Commons and electrical outlets
- The setup of food vendors
- Waiver of the noise ordinance
- Trash will be picked up on an as needed basis and nothing left overnight.
- Electric wires will be properly protected to prevent accidents
- No vehicles on the grass
- Insurance Certificate will be provided with the Village of Fredonia as an additional insured in the amount of at least one million dollars.

Correspondence was received from Larry Fiorella, Chairperson, of Festivals Fredonia Inc. requesting use of village property for the “Red, White & Blues” (RWB) Festival Friday September 11th and Saturday September 12th, 2026.

CRUZ-KEEFE/BRAUCHLER

BE IT RESOLVED that the request of Festivals Fredonia Inc. to use village property Friday, September 11th and Saturday, September 12th, 2026 to hold the annual “Red, White, and Blues” (RWB) Festival is hereby approved as set forth below:

- Permission to place advertising yard signs around the village promoting the festival, two weeks prior to the festival.
- Placement of RWB banner to be hung across Temple Street from August 24th through September 14, 2026; approval received from DFT and National Grid.

Saturday September 12, 2026:

- Use of West Barker Commons and the Gazebo from 8:00am to 8:00pm
- Parking meters bagged as “No Parking” around the perimeter of West Barker Common, including both sides on Park Street and Church Street (between Temple Street and Center Street), and the north side of Main Street, starting at 8:00am. Musicians/vendors will use this space for loading and unloading as well as food vendors will be along Park Street and motorcycle parking along Church Street, between Center Street and Park Street.
- The suspension of the open container law within West Barker Common, and throughout the village in front of establishments participating in the festival, to allow wineries to operate near the park from noon until midnight and festival participants to be outside on the sidewalks in front of participating establishments. The list of participating establishments is attached.
- The RWB committee will provide cleanup assistance in the park after the festival.
- Picnic tables, as many as possible, placed in Gazebo side of Barker Common, closer to Park Street for purposes of moving them under the tent that will be erected on Friday September 11, 2026.
- Hard closure of Water Street between Main and Canadaway Streets from noon until midnight.

BE IT RESOLVED that David Riddle, water treatment plant operator trainee, is hereby approved to attend training for Grade II Water Treatment Plant Operator at SUNY Fredonia September 21st through October 2nd, 2026 in an amount not to exceed one thousand five hundred and ninety-five dollars (\$1,595.00).

MULHOLLAND/CRUZ-KEEFE

WHEREAS, open and accessible government strengthens public confidence, improves decision-making, and provides residents with a meaningful opportunity to bring concerns and information to their elected representatives; and

WHEREAS, the Board of Trustees recognizes that public comment should be conducted according to reasonable and consistently applied rules that allow participation while preserving the orderly conduct of Village business;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Fredonia as follows:

Public Comment Reinstated

- A public comment period shall be included on the agenda of every regular meeting of the Board of Trustees. The public comment period shall ordinarily occur before the Board votes on resolutions or other substantive business.
- Any previous resolution, rule, motion, or practice prohibiting general public comment at regular meetings is hereby rescinded or superseded to the extent that it is inconsistent with this resolution.

Rules for Public Comment

Public comment shall be conducted according to the following rules:

- Any member of the public may speak about Village business, an agenda item, or another matter reasonably within the authority of the Village government.
- The Village Clerk shall make a speaker sign-up sheet available before the meeting. Speakers who have signed up shall ordinarily be recognized in the order listed, followed by any other person wishing to speak. A person shall not be denied the opportunity to speak solely because the person did not sign up before the meeting began.
- Each speaker shall be allowed up to three minutes. The same time limit shall be applied equally to all speakers. Time may not be transferred from one speaker to another.
- Each person may speak once during the public comment period unless the presiding officer permits additional comment for purposes of clarification.
- Comments shall be addressed to the Board as a whole. Public comment is an opportunity for the Board to receive information and viewpoints and is not ordinarily a question-and-answer session. The Mayor, a Trustee, or an appropriate Village official may briefly clarify a factual matter or arrange for follow-up when appropriate.
- Speakers may criticize Village policies, decisions, operations, employees, or elected officials. A speaker shall not be interrupted or ruled out of order merely because the Board disagrees with the speaker's viewpoint or because the comments are critical, uncomfortable, or unpopular.
- Conduct that materially disrupts the meeting is prohibited. Examples include shouting over another recognized speaker, refusing to stop after the allotted time has expired, making a threat of violence, blocking access within the meeting room, or otherwise preventing the Board or the public from hearing or proceeding with the meeting.

- Conduct that materially disrupts the meeting is prohibited. Examples include shouting over another recognized speaker, refusing to stop after the allotted time has expired, making a threat of violence, blocking access within the meeting room, or otherwise preventing the Board or the public from hearing or proceeding with the meeting.
- Before directing a speaker to stop or leave the meeting, the presiding officer shall ordinarily identify the rule being violated and provide a reasonable warning and opportunity to comply. Immediate action may be taken when reasonably necessary to address an actual threat or protect the safety of those present.
- These rules shall be administered in a viewpoint-neutral and consistent manner. No person shall receive preferential or unfavorable treatment based upon the person's identity, political position, support for or criticism of the Village, or relationship with a member of the Board

Public Hearings and Special Meetings

- This resolution does not replace any public-comment requirements applicable to a legally required public hearing. Public comment at special or emergency meetings may be permitted when appropriate but is not required by this resolution.

BRAUCHLER/MULHOLLAND

BE IT RESOLVED that pursuant to section 5-520 of Village Law, the following budget transfers are hereby approved:

- \$12,400 from H8330.2 Filtration Underground Wiring to H8330.2 Filtration Intake Structure

LAZARONY/WANDEL

WHEREAS the Village of Fredonia requires the removal and replacement of a new gate valve stem, trash rack, and mobilization at the Reservoir Water Intake Structure, and

WHEREAS Allen Marine Services, Tonawanda, NY has provided a quote in the amount of twelve thousand four hundred dollars (\$12,400.00) to provide all necessary labor, supervision, and equipment for the gate and trash rack, and

WHEREAS this intake work is necessary for the Village's purpose; therefore,

BE IT RESOLVED that the board hereby authorizes Allen Marine Services to perform the removal, replacement and mobilization of the gate valve stem and track rack at the Reservoir Water Intake Structure in the amount of twelve thousand four hundred dollars (\$12,400.00).

WANDEL/LAZARONY

BE IT RESOLVED that Kent Christopher of the Street Department is approved for the Labor Supervisor position at a rate of thirty-one dollars and twenty-six cents (\$31.26) per hour, effective immediately; all civil service rules and regulations shall apply.

LAZARONY/WANDEL

BE IT RESOLVED that Mark Raynor of the Street Department is approved for the Motor Equipment Operator position at a rate of twenty-three dollars and sixty-seven cents (\$23.67) per hour, effective immediately; all civil service rules and regulations shall apply.

WANDEL/LAZARONY

BE IT RESOLVED that Robert Gugino of the Street Department is approved for the Motor Equipment Operator position at a rate of twenty-two dollars and twenty-five cents (\$22.25) per hour, effective immediately; all civil service rules and regulations shall apply.

BRAUCHLER/MULHOLLAND

BE IT RESOLVED that Emily Pulver, Fredonia, NY is hereby appointed as the Part-Time Village Clerk effective September 1, 2026 at a rate of eighteen dollars (\$18.00) per hour.

J. EXECUTIVE SESSION-

K. MEETING SCHEDULE-

The next Village of Fredonia Board of Trustees Workshop will take place on Tuesday September 8, 2026 at 4:30 PM Trustee Room, second floor, Village Hall. The next Village of Fredonia Board of Trustees Meeting will take place Monday September 14, 2026 at 6:00 PM in the Trustee Room, second floor, Village Hall.



Village Clerk <villageclerk@villageoffredoniany.gov>

6 George's place water bill request

3 messages

Lynne Rhoads <lynnemarie624@gmail.com>
To: villageclerk@villageoffredoniany.gov

Mon, Aug 3, 2026 at 11:23 AM

Lynne Marie

Begin forwarded message:

From: Lynne Rhoads <lynnemarie624@gmail.com>
Date: July 8, 2026 at 7:42:46 AM EDT
To: mayor@villageoffredoniany.gov
Subject: Re: Website Contact Request

Good Morning,
I'm following up in regards to the below email.
Thank you,
Lynne Marie

On May 31, 2026, at 4:10 PM, Lynne Rhoads <lynnemarie624@gmail.com> wrote:

Dear Mayor,

I hope you are doing well. I am writing to respectfully request your consideration regarding an unusually high water bill for our property in Fredonia.

This home is a vacation residence, and we primarily live in Florida, so it is unoccupied for extended periods. Unfortunately, during one of these periods, there was a water leak that went unnoticed while the home was unoccupied. Since billing only occurs every three months, we had no indication of a problem until your office flagged the account for excessive water usage. Around that time, we also noticed through our Ring camera that someone had come to the property and spoke with a neighbor, which led us to immediately contact the water department and take action.

Our typical bill is around \$45 for a three-month period, making this increase highly unusual and unintentional. As soon as we became aware, we promptly resolved the issue.

We understand that many municipalities offer consideration for significant, unintentional leaks that are quickly repaired. With that in mind, we respectfully ask if any adjustment, reduction, or one-time relief may be available.

We appreciate your time and any consideration you can provide. Please let us know if you need any additional information.

Thank you,

August 3, 2026

Village of Fredonia
Water Department
Village Hall
Fredonia, NY 14063

Dear Village Water Department:

My name is Thomas Warne, and along with my son Andrew we own ATW Property Holdings, LLC. Together we own nine rental properties in the Village of Fredonia serving primarily, but not exclusively, the college rental market. Those that are familiar with us (Mr. Koski, and Mr. Siracuse) know that we strive to maintain and continually upgrade all of our properties. Also we pay all of our bills promptly and on time as Ms. LeBeau can attest.

The purpose of this letter is to ask for your consideration regarding an unfortunate situation that recently befell us at one of our properties located at 29 Center St. Five college women rented the house from us last year and are returning this Fall. However, at the time all were gone for summer break. At some point during the month of June the water supply line to the upstairs toilet failed for no apparent reason. Since no one was home we do not know for sure how long water sprayed from this line but we estimate it at between 10 days and 2 weeks. All in all our losses from this incident have exceeded \$30,000.

Water consumption at this property is normally between 10,000 and 15,000 gallons per quarter. Our recent reading shows a consumption of 67,000 gallons covering the period of this incident.

Our water and sewer bill for the same period last year was \$147.40. For this quarter our bill will be \$1,105.20.

We are requesting that you please take these circumstances into consideration and hopefully offer us some type of discount on this quarter's bill. We would greatly appreciate anything you can do to mitigate our loss.

Thank you very much.

Best regards,



ATW Property Holdings, LLC
Thomas E. Warne
Andrew T. Warne

TOM : 716-912-7930



Festivals Fredonia, Inc.
P.O. Box 273
Fredonia, NY 14065
festivalsfredoniang@gmail.com
www.festivalsfredoniang.org

July 8, 2026

Honorable Mayor Ferguson and Village of Fredonia Board of Trustees:

Festivals Fredonia respectfully requests the following uses of Village property during the festival known as "Red, White and Blues" (RWB), Friday, September 11th and Saturday, September 12th. We are following the same successful format as in previous years. If not already on file, a Certificate of Insurance will be provided before the event from Festivals Fredonia, Inc. and any participating food vendor, winery, cidemaker and/or brewery.

First, we request permission to place advertising yard signs around the village promoting the festival **two weeks** prior to the festival. Additionally, we request that the large RWB banner be hung across Temple Street from August 24, 2026, through September 14, 2026 (this has already been requested of and approved by DFT Communications and National Grid).

As you may be aware, like in previous years, the festival is a progressive, flowing festival, moving from venue to venue where attendees can enjoy blues music throughout the village. The festival will virtually be no different than previous years. That said, on Friday, September 11th, activities will take place first at the Fredonia Memorial Post 59 American Legion at 6:00 PM, and then move to on Prospect Street, where there will be a band performing at 8:00 PM at The Fredonia Beaver Club. Both venues will also have food and activities at their establishments throughout the evening. We respectfully request the following for Friday: please place trash receptacles/barrels on the sidewalk at the end of the driveways at the Fredonia Memorial Post 59 American Legion ("the legion") and The Fredonia Beaver Club, and at the front of each of those establishments. This will serve as virtual boundaries for alcohol, if allowed and approved, as well as keep littering to a minimum. No glass containers will be permitted outside the doors of any establishment.

On Saturday, September 12th, activities in and around the park will include music in The Gazebo, Fredonia Farmers' Market and many craft vendors, wineries, cidemakers and food vendors. We respectfully request the following for Saturday:

1. Use of West Barker Common and the Gazebo from 8:00 AM-8:00 PM.
2. Parking meters bagged as "No Parking" around the perimeter of West Barker Common, including both sides on Park Street and Church Street (in between Temple Street and Center Street), and the north side of Main Street, starting at 8:00 AM. Musicians/vendors will use this space for loading and unloading, as well as food vendors will be along Park Street and motorcycle parking along Church Street, between Center Street and Park Street.
3. Request to suspend the open container law within West Barker Common, and throughout the village in front of establishments participating in the festival, to allow wineries to operate near the park from noon until midnight and festival participants to be outside on the sidewalks in front of participating establishments. The list of participating establishments is attached for your information and use. The RWB committee will provide cleanup assistance in the park after the festival.
4. Picnic tables, as many as possible, placed in the Gazebo side of Barker Common, closer to Park Street for purposes of moving them under the tent that will be erected on Friday, September 11th.
5. **HARD CLOSE** Water Street between Main and Canadaway Streets from noon-midnight. **IT IS IMPERATIVE THAT THIS OCCURS FOR THE SAFETY AND WELL-BEING OF OUR VOLUNTEERS, VENUE EMPLOYEES, EVENT ATTENDEES AND MUSICIANS.**
6. **HARD CLOSE** Church St. from Temple to Center, the churches will be formally notified. Also, close Park Street, from Church Street to Main Street to accommodate request #2. **IT IS IMPERATIVE THAT THIS OCCURS FOR THE SAFETY AND WELL-BEING OF OUR VOLUNTEERS, VENDORS, EVENT ATTENDEES AND MUSICIANS.**
 - a. If necessary, "Frame" tents will be set up in front of the Gazebo, in the middle of Church Street, in the event of inclement weather
 - b. "Frame" tents will NOT REQUIRE pounding of any stakes into Church Street.



Festivals Fredonia, Inc.
P.O. Box 273
Fredonia, NY 14063
festivalsfredoniany@gmail.com
www.festivalsfredoniany.org

7. Trash receptacles/barrels throughout the West side of Barker Common, with more on the Gazebo side to accommodate food trash, and outside, in front of taverns on Water and Main Streets which will also serve as virtual boundaries for alcohol. No glass containers will be permitted outside the doors of any establishment.
8. Similar to last year, we will be hosting a VIP only tent for corporate and community sponsors in Barker Common on the Gazebo side of the park near Temple Street. We will be requiring private ticket attendees only and WILL NOT be selling any food or drinks in the tent; all will be complimentary for the attendees. You will receive copies of the event permit, if necessary, prior to the event. This will be secured by volunteers at the entrance to the tent throughout the event.
9. In addition to the street closures above, please allow for an additional closure of the alleyway/parking lot driveway between DeJohn's and the former Monster Beach Brewery & Tiki Bar, and from Mrs. Fred's to Eagle Street. Pedestrians have tended to remain in the way of traffic and closing these alleyways will improve safety in this area. The western Parking Lot is still accessible from the main entrance near Lena's Pizza via Canadaway Street. The entrance to the alleyway between Fred's and Eagle Street will have limited access from Eagle Street.
10. Lastly, we request a police and/or fire department escort out of the village and the start of the annual 9/11 Motorcycle Run and a police escort back into the village as the motorcycle's return. Although the route has not yet been finalized, the plan for escorting out would be at 10:00 AM from the legion to routes 60 & 20 and return back to the legion parking lot by 2:00 PM.

The Farmers' Market will set up in the park and/or street, as usual, in front of Village Hall and will extend its hours until 5:00 PM on Saturday, if they choose so. This will allow for participating wineries the ability to sample and sell their wine in accordance with NYS agricultural laws. Each winery has provided, or will provide you, their Certificate of Insurance, including the Liquor Legal Liability rider, naming the village as covered under their liability policy. If you do not have a copy of the certificate before August 29, 2026, contact Larry Fiorella immediately to arrange to obtain a copy.

We also respectfully request that the Fredonia Police and Fire Departments set up their lighted signs to warn of pedestrian traffic on Main Street near Prospect Street on Friday and Main Street near Water Street on Saturday.

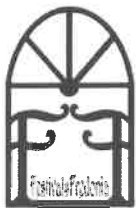
We appreciate confirmation of this request and will keep you informed if any significant changes occur.

Sincerely,

Larry Fiorella
Chairperson, Red, White and Blues Festival
(716) 785-7123

CC: Tom DeGulier, Fredonia Farmers' Market
Jenness Merrill, Acting DPW Supervisor
Charles LaBarbara, Chief Inspection Officer

Joshua Myers, Fredonia Fire Chief
Gregory Myers, Police Chief, Village of Fredonia
Makayla Yacklon, Fredonia Village Clerk



Festivals Fredonia, Inc.
P.O. Box 273
Fredonia, NY 14065
festivalsfredoniany@gmail.com
www.festivalsfredoniany.org

List of Participating Venues

Fredonia Memorial American Legion Post 59

Fredonia Beaver Club

Coughlan's Pub

The White Inn

Mrs. Fred's

Old Main Inn

Raven & Thorn

Domus Fare

Downtown Brew

BJ's

64 on the Rocks

Valentine's

Village of Fredonia Special Event Permit Application

Submission Time
Aug 02, 2026, 09:48 AM

Section 1: Applicant Information

Organization/Applicant Name Fredonia Radio Systems / Justin Hoock

Email frs@fredonia.edu

Phone [+1 716 853 9378](tel:+17168539378)

Address 115 McEwen Hall Fredonia, NY 14063

Section 2: Event Information

Event Name Rockin' the Commons

Event Type Music festival fundraiser for Roswell Park

Event Location Barker Commons

Event Date/Time Sep 26, 2026, 11:00 AM

Estimated Attendance 100

Single choice Open to the Public

Section 3: Event Details

Event Details Food Vendors, Live Music/Amplified Sound, Tents/Temporary Structures (attach site plan)

Section 4: Safety & Emergency Planning

Section 5: Insurance



Erlyssa LeBeau <treasurer@villageoffredoniany.gov>

Red White & Blue Event

Josh Myers <jmyers@fredoniafire.org>
To: Erlyssa LeBeau <treasurer@villageoffredoniany.gov>

Mon, Aug 17, 2026 at 2:59 PM

For the "Rockin the Commons" event. NO issue from anyone. Only "ask" we have for the Village Board, is if they want to lift the noise ordinance requirements for the event.

Joshua T. Myers

Chief of Department

Fredonia Fire Department

80W Main Street

Fredonia, NY 14063

Non-Emergency: 716-672-2125

JMyers@fredoniafire.org

[Quoted text hidden]

Fredonia Volunteer Fire Department, Inc.

80 West Main Street
Fredonia, New York 14063
Phone: (716) 672-2125, Ex 3
Fax: (716) 672-2112
Email: fredfire@fredoniafire.org



Village of Fredonia – Fire Department Membership Change Notification Form

Member Information

Name: Craig Carpenter
Address: 61 Gardener St, Fredonia
Submission Date: August 19, 2026

Type of Action (Select One)

New Member Appointment ☐ Membership Status / Category Change ☒ Removal from Membership Rolls

Membership Details

Date Voted into Corporation _____

Membership Category: X Operational ☐ Organizational

Status Change / Removal Information (Complete if applicable)

Previous Status: _____

New Status: _____

Years of Service (Honor Roll): _____

Effective Date: August 19, 2026 _____

Department Certification

This action has been approved in accordance with the bylaws of the Fredonia Volunteer Fire Department, Inc.

FVFD Recording Secretary Signature

Date: 8/19/26

Fire Chief Signature (Operational Members Only)

Date:

Over 125 Years of Dedicated Service
1901-2026

Fredonia Volunteer Fire Department, Inc.

80 West Main Street
Fredonia, New York 14063
Phone: (716) 672-2125, Ex 3
Fax: (716) 672-2112
Email: fredfire@fredoniafire.org



Village of Fredonia – Fire Department Membership Change Notification Form

Member Information

Name: Gena Figueroa
Address: 61 Forest Pl Fredonia
Submission Date: August 19, 2026

Type of Action (Select One)

New Member Appointment ☐ Membership Status / Category Change ☒ Removal from Membership Rolls

Membership Details

Date Voted into Corporation _____

Membership Category: X Operational ☐ Organizational

Status Change / Removal Information (Complete if applicable)

Previous Status: _____

New Status: _____

Years of Service (Honor Roll): _____

Effective Date: _August 19, 2026_

Department Certification

This action has been approved in accordance with the bylaws of the Fredonia Volunteer Fire Department, Inc.

FVFD Recording Secretary Signature

Date: 8/19/26

Fire Chief Signature (Operational Members Only)

Date:

Over 125 Years of Dedicated Service
1901-2026

Fredonia Volunteer Fire Department, Inc.

80 West Main Street
Fredonia, New York 14063
Phone: (716) 672-2125, Ex 3
Fax: (716) 672-2112
Email: fredfire@fredoniafire.org



Village of Fredonia – Fire Department Membership Change Notification Form

Member Information

Name: Steve St.George
Address: PO Box 348, Fredonia
Submission Date: August 19, 2026

Type of Action (Select One)

New Member Appointment ☐ Membership Status / Category Change ☒ Removal from Membership Rolls

Membership Details

Date Voted into Corporation _____

Membership Category: ☒ Operational ☐ Organizational

Status Change / Removal Information (Complete if applicable)

Previous Status: _____

New Status: _____

Years of Service (Honor Roll): 43 years of service and place on Honor Roll_

Effective Date: _August 19, 2026 _____

Department Certification

This action has been approved in accordance with the bylaws of the Fredonia Volunteer Fire Department, Inc.

FVFD Recording Secretary Signature

Date: 8/19/2026

Fire Chief Signature (Operational Members Only)

Date:

Over 125 Years of Dedicated Service
1901-2026

Fredonia Volunteer Fire Department, Inc.

80 West Main Street
Fredonia, New York 14063
Phone: (716) 672-2125, Ex 3
Fax: (716) 672-2112
Email: fredfire@fredoniafire.org



Village of Fredonia – Fire Department Membership Change Notification Form

Member Information

Name: Ron Hagberg
Address: 2 Birchwood Dr., Fredonia
Submission Date: August 19, 2026

Type of Action (Select One)

New Member Appointment ☐ Membership Status / Category Change ☒ Removal from Membership Rolls

Membership Details

Date Voted into Corporation _____

Membership Category: ☒ Operational ☐ Organizational

Status Change / Removal Information (Complete if applicable)

Previous Status: _____

New Status: _____

Years of Service (Honor Roll): _____

Effective Date: August 19, 2026

Department Certification

This action has been approved in accordance with the bylaws of the Fredonia Volunteer Fire Department, Inc.

FVFD Recording Secretary Signature

Date: 8/19/2026

Fire Chief Signature (Operational Members Only)

Date:

Over 125 Years of Dedicated Service
1901-2026

**BOARD OF TRUSTEES
VILLAGE OF FREDONIA
FREDONIA, NEW YORK**

TRAINING REQUEST FORM

TO: Village Clerk, Board of Trustees

RE: Request to Attend Training School

From: David Riddle

Date: 8/13/26

Department: WTP

Title: Operator Trainee

Name of School: Grade II Water Treatment Plant Operator

Sponsored by: JCC

Organization Member yes ☒ no ☐

Date (days & dates): 9/21-10/2/26

Where: SUNY Fredonia

Registration Fee: \$ 1595

Means of Travel: Private or Village vehicle

Cost of Travel: \$ 0

Tolls

\$ 0

Estimated cost of food and lodging:

\$ 0

TOTAL estimated cost of attendance including all expenses to be charged against the Village:

\$ 1595.00

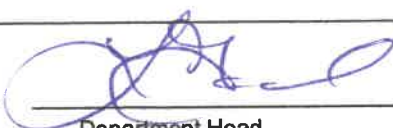
The Village is exempt from NYS Sales and Use Taxes. Take an Exemption Certificate

Purpose of Conference attendance:

Completion of the upcoming classes ensures eligibility to be a Licensed Operator.

****Please attach an agenda/program with this request.**

Special Notations as to the need for a substitute, lack of such need, etc.:

Approved By: 

Department Head

Date: 8/13/26

Date: _____

Village Clerk

Resolution Page No. _____

Approved: _____

Date: _____

This form to be completed **IN DUPLICATE** with both copies to be submitted to Clerk's Office **at least ONE MONTH** in advance of requested conference attendance.

One copy of this form will be returned to you and is to be attached to your claim for reimbursement to help in substantiating the claim.

Grade IIA Water Treatment Plant Operator (Fredonia) - 5338

with J. Mogavero

Topics covered in this course include operator qualifications and responsibilities, water quality control, coagulation, sedimentation, filtration, pH and alkalinity adjustment, iron and manganese removal, water softening and chlorination, bacteriological laboratory techniques, emergency planning, safety, hydraulics and pumps, process calculations and distribution system operation and maintenance.

SEP

21

Sep 21 - Oct 2nd, 2026

Mon - Fri for 2 weeks from 8:00 am - 3:30 pm



Underwater Specialists • Repairs • Marine Construction
Maintenance • Video Inspection • Fabrication Services

Contract Proposal

Date: August 17, 2026

To: Village of Fredonia Water Filtration Plant
9254 Fredonia Stockton Road
Fredonia, NY 14063

Attn: Luis Fred chiefwateroperator@villageoffredoniany.gov.

Proposal: 85221 **Rev.** 0

Project Name: Reservoir Water Intake Structure

In accordance with the contract specifications and conditions set forth herein, Allen Marine Services proposes to provide all necessary Labor, Supervision, Equipment and specifically identified materials to perform the following items of work.

Allen Marine Services will supply all labor, materials and associated equipment to install new gate valve stem at the Reservoir Raw Water Intake Structure, the scope of work will include, but not be limited to the following:

1. Remove existing lower trash rack to access gate valve stem, to include:
 - Placement and assemble dock floats in reservoir
 - Remove existing lower trash rack
 - Reinstall trash rack
 - Disassemble and remove dock float from reservoir
2. Install new gate valve stem steel platform to existing intake structure, to include:
 - Transport new valve stem to intake structure platform
 - Rig and lower valve stem at platform
 - Connect new valve stem to lower gate valve

Allen Marine Services will provide the following:

- Surface-supplied air breathing equipment
- Jon boat with electric motor
- Floating & lifting equipment
- Color video system with real-time monitoring

ITEM NO.	DAY	UNIT PRICE	PRICE
Mobilization	LS	\$ 2,500.00	\$ 2,500.00
Remove/Replace Trash Rack includes all associated labor, and equipment, based on a per day price.	1	\$ 4,950.00	\$ 4,950.00
Install New Valve Stem includes all associated labor, and equipment, based on a per day price.	1	\$ 4,950.00	\$ 4,950.00

Notes and / or Clarifications:

1. New valve stem to be provided and delivered to the reservoir by Fredonia.
2. All project materials are to be provided by others.
3. A plant shutdown will be required during work at the water intake structure.
4. AMS to provide all required insurance certificates.
5. AMS is a member of the Association of Diving Contractors (ADC) since 1980.
6. All diving operations will be performed in strict adherence with O.S.H.A; Commercial Diving Standards 29 CFR Part 1910, Subpart T. "Commercial Diving".
7. Quoted day rate price is based on working 8-hours day, as a minimum charge.
8. AMS shall commence this work after receipt of a signed copy of this proposal or purchase order. This proposal is valid for 30 days.
9. AMS shall not be held responsible for any delays caused by fire, flood, accident, weather, or any causes beyond our control.
10. Sale tax is not included in this proposal and will be charged if applicable.
11. All labor wages are based on NYSDOL Prevailing wage rates.

Payment Terms & Conditions: Net 30 Days

Thank you for your time and consideration.

This proposal is made subject to the contractor's "Standard Terms and Conditions, R/E Revision 1012".

*Any Subcontract Agreement/Purchase Order resulting from this proposal shall be addressed to Hohl Industrial Services, Inc.

Thank you for the opportunity to provide this quotation. Please sign and return a copy of this quotation for our records.

ALLEN MARINE SERVICES

By: 
John R. Bordner
Title: Project Manager

Date: August 17, 2026

Approved at Tonawanda, NY, this _____ day of _____, 20__

Allen Marine Services, by _____
Executive Officer of Contractor

PURCHASER'S ACCEPTANCE

By: _____
Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS
(REVISION 1012)

1. Work Site and Services

a. *Time & Overtime:* Unless expressly specified otherwise in the Proposal, all Services described in the Proposal (the “Services”) shall be performed on a straight time basis, on the straight time rates and terms set forth in the Proposal.

b. *Access to Work Site:* Purchaser shall ensure that Contractor has free and clear access to the work site. Any cost(s) incurred by Contractor by reason of its lack of access to the work site or by limited or obstructed access, for any reason, shall be reimbursed by Purchaser, and Contractor shall not be responsible for any other costs, losses, nonperformance or delays arising out of any such complete or partial lack of access to the work site.

c. *Work Site Preparation and Storage:* Purchaser shall: (i) clear the work site of erection and maintain the same free from water, debris, and all other obstructions, (ii) make all required alterations in building, (iii) remove all pipes, conduit, machinery, fixtures or any other obstruction which will interfere in any manner with the installation of the equipment covered in this Agreement at the location for installation as shown by any plans, and (iv) cut all necessary holes in the walls, floors, roofing, etc., and repair the same after completion when necessary. In case the above described preparation of the work site has not been performed at the time of the arrival of the Contractor’s erection crew to perform the Services, Contractor shall be authorized to perform all such preparation at Purchaser’s expense, and no further authority other than given in this Agreement for such work shall be required.

d. *Utilities, Etc.:* Purchaser shall provide sufficient amounts of electric power, lighting, heat, compressed air, or water as is required by Contractor for the Services, including local hookups.

e. *Waiver of Damage:* Contractor shall not be responsible for cracking or damage to floors, driveways, parking areas and walkways by Contractor’s equipment.

2. Permits: Purchaser shall be responsible for the costs of all permits necessary for the performance of the Services. Unless covered under a general permit otherwise obtained by Purchaser, Contractor shall obtain such permits as are necessary to allow Contractor to perform the Services. Contractor’s proposal includes the cost of those permits Contractor typically obtains for work of this type. Any costs to obtain any additional permits will be separately charged to Purchaser. Nothing contained herein shall require Contractor to obtain any permit having a scope, or covering portions of Purchaser’s project, other than the Services provided by Contractor.

3. Schedule for Completion: Any schedule provided by Contractor with respect to the Services shall be planned from the last to occur of: (i) the effective date of this Agreement, (ii) Contractor’s receipt of all information necessary to perform and finish the Services, including without limitation any Purchaser Documents (defined in Section 11) and any permits required under applicable law, and (iii) any approval of applicable drawings by Purchaser.

4. Warranty: Contractor warrants workmanship for a period of one (1) year from the date of original installation, provided that Purchaser shall notify Contractor in writing of any alleged defect within three (3) business days of becoming aware of such alleged defect. Contractor shall have reasonable time to investigate any alleged defects and repair any defective work as deemed necessary by the Contractor in its reasonable discretion. This warranty will not be available and is not applicable if: (i) any work was performed by a third party to remedy any claimed defect, or (ii) any alleged defect is due to

improper or insufficient maintenance by Purchaser or otherwise due to any negligent or intentional act or omission of Purchaser. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, CONTRACTOR MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES OR OTHER WORK PERFORMED OR MATERIALS SUPPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR USE.** This Section 4 sets forth Purchaser's sole and exclusive remedy for any breach of this warranty. Contractor makes no representation, warranty or guaranty with respect to any materials manufactured by a third party, and any such materials carry only the manufacturer's warranty, if any.

5. Limitation on Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL CONTRACTOR BE LIABLE, FOR ANY REASON WHATSOEVER, FOR: (I) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE PRODUCT(S) OR THE SERVICES PROVIDED BY THE CONTRACTOR HEREUNDER; (II) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM MATERIALS SUPPLIED HEREUNDER MANUFACTURED BY A THIRD PARTY; (III) SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS; OR (IV) ANY AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID TO CONTRACTOR BY PURCHASER HEREUNDER.

6. Claims; Acceptance: Subject to Section 4, claims for defective materials, shortages, delays or any other failures in shipment, delivery or installation or for any other cause shall be deemed waived and released, and all Services performed and materials provided hereunder shall be deemed accepted, unless made in writing within five (5) business days after delivery or performance, as the case may be.

7. Insurance: Contractor carries such insurance coverage and limits as it deems reasonable for its business. If requested by Purchaser, Contractor shall use commercially reasonable efforts to obtain specific levels and types of coverage beyond Contractor's normal coverage. Any costs associated with obtaining such additional coverage shall be charged to Purchaser.

8. Hazardous Materials: Purchaser shall be solely responsible for any and all remediations, removals or protections required with regard to any toxic or hazardous substance whatsoever. Purchaser shall notify Contractor of any hazardous substance in regard to the Services (including the work site), prior to Contractor's mobilization on the work site. Purchaser agrees to indemnify Contractor for any and all damages, losses and costs sustained, including without limitation reasonable attorneys' fees, and to defend and hold it harmless from any and all claims, arising out of or in connection with any such hazardous materials. Purchaser shall provide Contractor with copies of all material safety data sheets for all hazardous substances upon request.

9. Change Orders; Changes and Delays

a. If at any time Purchaser desires to change or alter the scope of the Services (a "Change"), Purchaser shall submit a request for such Change(s) in writing, detailing with specificity the Change(s) requested. Contractor shall, within a reasonable period of time following its receipt of such request, submit in writing a summary of changes, including costs, schedule and other material items that would occur as a result of the Change(s) (a "Change Response"). If Purchaser agrees to such Change Response, it shall sign the Change Response and return to Contractor, upon which time the Change Response will be deemed to be incorporated herein. If Purchaser does not agree to the Change Response, or does not return an acceptance within the time specified in the Change Response (or if none is so specified, within ten (10) days of the date of such Change Response), it shall be deemed to be rejected, and this Agreement shall continue in full force and effect without the Change(s).

b. If the Contractor is delayed in any way in its performance of the Services due to any act or omission of Purchaser, other contractor(s) or vendors/suppliers of Purchaser, Purchaser shall reimburse Contractor for any and all costs of such delay including, without limitation, demobilization and remobilization costs, if applicable. In the event of a delay, Contractor may, but shall not be required to, remove equipment from the job site and reallocate such equipment to other work, and in such event, such equipment shall be redeployed to the work hereunder when reasonably practicable given Contractor's other work commitments. Contractor shall not be liable for any delay in redeployment.

c. In no event shall Contractor be liable or be deemed to be in breach of this Agreement for any delay or failure to fulfill its obligations hereunder to the extent that such delay or failure is a result of the acts or omissions of Purchaser, other contractors or vendors or suppliers of Purchaser.

10. Confidential Information: Any non-public information of a party hereto, including without limitation drawings, specifications, technical data, business methods and trade secrets are "**Confidential Information.**" A party receiving Confidential Information from the other party shall not disclose any such Confidential Information to any third party except to the extent required and contemplated under this Agreement, nor use such Confidential Information except to the extent required and contemplated under this Agreement. The restrictions on disclosure and use shall not apply to information that was in the receiving party's possession rightfully prior to its receipt from the disclosing party, that is independently developed by the receiving party without reference to the disclosing party's Confidential Information, that is in the public domain except by reason of a breach of this Section 10, or that is required to be disclosed pursuant to a valid order from a court or other government unit of competent jurisdiction. Confidential Information of each party remains each party's property, and no right, title or interest in such Confidential Information is granted herein. Confidential Information shall be returned upon the completion of the Services or upon the disclosing party's request. Any Confidential Information of Contractor accompanying this Agreement is not to be used for construction purposes.

11. Reliance: In the event that Purchaser supplies Contractor with any drawings, specifications, designs, schedules or other information with respect to Contractor's performance hereunder ("**Purchaser Documents**"), or that any work is performed by Purchaser or its other contractors or subcontractors ("**Purchaser Services**"), Contractor shall be entitled to rely upon such Purchaser Documents and the proper performance of any Purchaser Services in its performance hereunder. Purchaser shall provide Contractor with prior written notice of any changes or inaccuracies in any Purchaser Documents. Purchaser shall be responsible for any costs incurred by Contractor due to any changes or inaccuracies in any Purchaser Documents or any delays in providing Contractor any Purchaser Document, and Contractor shall not be liable for any delays or costs incurred by either party as a result of any such changes, inaccuracies or delays in providing any Purchaser Document.

12. Force Majeure: Contractor shall not be liable for any losses, damages, costs, detention, nonperformance or delays due to: (i) transportation issues outside of Contractor's exclusive and direct control, (ii) Contractor's inability to obtain any necessary materials for the performance of this Agreement, (iii) commercial impracticability not reasonably foreseen by Contractor, or (iii) any Act of God, fire, strike or other labor action, civil or military authority, insurrection, inability to use the full capacity of plants or facilities as a result of government action, machinery malfunction or breakdowns, its inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, without litigation or the payment of penalties or unreasonable prices or the acceptance or unreasonable terms and conditions, or any other cause beyond the Contractor's exclusive and direct control. Upon the occurrence of any such contingency, Contractor shall have the right to suspend or reduce Services and/or deliveries during the period of such contingency, and the total quantity (if applicable) deliverable under this Agreement shall, at Contractor's election, be reduced by the quantities so omitted.

13. **Governing Law:** This Agreement and its performance shall be governed by the laws of the state of Contractor's business address as listed on the Proposal. The parties hereto hereby submit to the exclusive jurisdiction of any state and federal court located in Erie County, New York, and each hereby waives any objection it may have as to personal jurisdiction, venue or forum non conveniens. Any provision of this Agreement that is invalid or unenforceable in any situation or jurisdiction shall not affect the validity or enforceability of the remaining provisions hereof, or the validity or enforceability of the offending provision in any other situation or jurisdiction. Should any provision of this Agreement be deemed unenforceable in whole or in part by any competent authority, such provision shall continue in effect to the maximum extent permitted and the remaining provisions shall remain in full force and effect. If, notwithstanding the prior sentence, any provision of this Agreement shall be deemed wholly unenforceable by any competent authority, the remainder of this Agreement shall remain in full force and effect.

14. **Arbitration:** Any controversy or claim for damages in the amount of \$10,000.00 or less arising out of or relating to this Agreement shall be settled by arbitration in the County of Erie and State of New York in accordance with the rules and procedures of the American Arbitration Association.

15. **Attorneys' Fees and Costs:** In connection with any litigation arising out of the Agreement, Contractor shall be entitled to recover all of its costs and expenses incurred including without limitation actual attorneys' fees for services rendered in connection with such litigation, including its proceedings and post-judgment proceedings.

16. **Notices:** All notices required to be given hereunder may be served personally or sent by certified or registered mail, return receipt requested, with postage prepaid, to the address of the other party herein unless a different address is designated hereafter in writing.

17. **Payment; Taxes; Termination**

a. Net 30 Days, unless otherwise expressly specified in the Proposal. A late fee of 1½ percent per month may be applied at Contractor's discretion to all late payments. Purchaser shall be liable to and responsible for any collection agency or attorneys' fees arising out of Contractor's attempts to recover fees due to it from Purchaser hereunder.

b. Any duty, impost or taxes due on Services or materials provided by Contractor shall be paid by Purchaser, unless otherwise specifically stated in this Agreement. In the event that Contractor pays for any such duties, imposts or taxes, Purchaser shall reimburse Contractor immediately upon invoicing.

c. Contractor may suspend Services under this Agreement in the event of any non-payment. Contractor may terminate this Agreement upon non-payment not cured within ____ () days following the date such payment was due, or the bankruptcy or insolvency of the Purchaser.

18. **Rates.** All rates and other charges are as set forth in the Proposal, except to the extent set forth in this Section 18. Unless otherwise agreed in writing by the parties hereto, all work not expressly set forth as part of the Services, including without limitation any site preparation as contemplated by Section 1c, and any related costs, shall be billed: (i) for work performed, at Contractor's then-current time and materials rates plus twenty-five percent (25%), (ii) all charges for equipment owned by Contractor shall be billed in accordance with the then-current industrial equipment Blue Book rates for daily rentals for each day that such equipment was on-site, regardless of whether actually used during all such days, plus the Blue Book rate for operational cost based upon actual hours of use, with an eight (8) hour daily minimum, (iii) all charges for equipment leased by Contractor shall be billed at cost plus Contractor's

then-current standard mark-up, and (iv) all other charges, including without limitation any applicable storage fees, shall be billed at Contractor's then-current and applicable fee schedule.

19. General

a. *Amendments.* No modification or amendment hereof shall be binding or effective unless it is contained in a written amendment (or Change Response, as applicable) signed by both parties hereto.

b. *Conflict.* In the event of any conflict between any of the documents comprising this Agreement, the provisions of the Proposal will control, unless expressly provided for otherwise in this Agreement.

c. *Acceptance; Expiration.* This Agreement may be accepted only by delivery to Contractor duly signed within thirty (30) days of the date of the Proposal except as otherwise expressly provided for in the Proposal. Thereafter the Proposal automatically expires.

d. *Limitation on Acceptance.* **PURCHASER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND THE OFFER CONTAINED HEREIN IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS IN PURCHASER'S ACCEPTANCE, PURCHASE ORDER, OR ANY OTHER PURCHASER DOCUMENT SHALL NOT ALTER THE TERMS OF THIS AGREEMENT, AND PURCHASER'S ACCEPTANCE SHALL BE VALID AND BINDING REGARDLESS. PURCHASER'S ACCEPTANCE OF ANY GOODS OR SERVICES SHALL BE DEEMED TO CONSTITUTE PURCHASER'S ACCEPTANCE OF THIS AGREEMENT.**

e. *Withdrawal of Proposal.* Contractor may withdraw the Proposal and the offer contained therein at any time prior to this Agreement's acceptance as provided herein.

f. *Survival.* The following Sections shall survive any termination of this Agreement: 4 (in accordance with its terms), 5, 10, all of Purchaser's indemnification obligations hereunder, and those provisions that by their nature survive any termination or expiration.

g. *Failure, Delay or Waiver.* No course of action or failure to act by either party hereto shall constitute a waiver by such party of any right or remedy under this Agreement, and no waiver by either party hereto of any right or remedy under this Agreement shall be effective unless made in writing.

h. *Assignment; Binding Effect.* This Agreement may not be assigned by Purchaser, and any attempted assignment in violation of this provision shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and, if permitted, assigns.

i. **Entire Agreement:** These standard terms and conditions and the attached Proposal, when duly executed by the parties, is the complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings whether written or oral with respect to such subject matter. Purchaser represents that it has not relied upon any previous representations by anyone as an inducement to enter into this Agreement. Any terms used and capitalized in these standard terms and conditions, and not defined, shall have the meanings ascribed to such terms in the Proposal.