

**VILLAGE OF LANCASTER
BOARD MEETING**

A G E N D A

- X 1. PLEDGE TO THE FLAG
- X 2. ROLL CALL
- X 3. MINUTES OF MEETINGS DATED: November 25 (regular meeting)
- X 4. ABSTRACT OF AUDITED VOUCHERS
- X 5. LISTED CORRESPONDENCE
- X 6. RESOLUTIONS
- X 7. AUDIENCE PARTICIPATION
- X 8. COMMITTEE REPORTS – FOLLOW UP
- X 9. DEPARTMENT HEAD REPORTS
- 10. HEARINGS
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

MONDAY, DECEMBER 23, 2024

The regular meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, November 25, 2024, at 7:00 P.M.

Trustee Malone Schaefer led the pledge to the flag.

MEETINGS TO DATE **19**
NO. OF REGULARS **15**
NO. OF SPECIALS **4**

Attendance:		<u>Attended / Absent</u>
Lynne T. Ruda	Mayor	19 / 0
Cynthia A. Maciejewski	Trustee/ Deputy Mayor	18 / 1
Tammie E. Malone Schaefer	Trustee	19 / 0
John Mikoley	Trustee	19 / 0
William C. Schroeder	Trustee	15 / 2

Also Present:	
Arthur A. Herdzik	Village Attorney
Michael E. Stegmeier	Clerk-Treasurer
Wayne Cisco	Superintendent of Public Works
Eric Feldmann	Fire Chief
Gavin O'Brien	175th Anniversary Committee Chairperson
Matthew Fischione	Town of Lancaster Supervising Code Enforcement Officer
Captain Jeff Smith	Town of Lancaster Police Department

ACCEPTANCE OF MINUTES

Motion by **Trustee Mikoley** and seconded by **Trustee Maciejewski** to accept the minutes of the October 28, 2024, regular meeting.

Adopted Resolution: **333** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Maciejewski** to accept the minutes of the November 15, 2024, special meeting.

Adopted Resolution: **334** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

ABSTRACT OF AUDITED VOUCHERS

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 10/29/2024 to 11/25/2024.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 97 claims were approved, and that all claims were paid against the:

GENERAL FUND -----in the amount of	\$	246,579.39
SEWER FUND -----in the amount of	\$	27,600.72
TRUST FUND -----in the amount of	\$	446.74
CAPITAL FUND -----in the amount of	\$	--
EQUIPMENT RESERVE -----in the amount of	\$	--
COMMUNITY DEVELOPMENT -----in the amount of	\$	--
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$	--
For the period from	<u>10/8/2024</u>	To <u>10/28/2024</u>

Claims that were processed and paid are identified by the following check numbers:

- General Fund checks # 92219 through # 92295
- Sewer Fund checks # 12169 through # 12178
- Trust Fund check # 2590

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 34 claims were approved, and that all claims were paid against the:

GENERAL FUND -----in the amount of	\$	109,767.21
SEWER FUND -----in the amount of	\$	22,266.77
TRUST FUND -----in the amount of	\$	--
CAPITAL FUND -----in the amount of	\$	--
EQUIPMENT RESERVE -----in the amount of	\$	--
COMMUNITY DEVELOPMENT -----in the amount of	\$	--
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$	--
For the period from	<u>10/29/2024</u>	To <u>11/11/2024</u>

Claims that were processed and paid are identified by the following check numbers:

- General Fund checks # 92296 through # 92321
- Sewer Fund checks # 12179 through # 12182

Adopted Resolution: 335 Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

CORRESPONDENCE:

- 1) Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, inspections, and open complaints that were filed for properties within the Village of Lancaster from October 18, 2024 – November 14, 2024.

Motion by Trustee Mikoley and seconded by Trustee Malone Schaefer to receive and file this correspondence.

Adopted Resolution: 336 Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 2) Correspondence from Lindsey Fattey on behalf of St. Mary’s High School and St. Mary’s Elementary providing a Special Events Application for a Night in the Village event to be held on Thursday, December 12, 2024 from 5:00 p.m. – 8:00 p.m. in the parking lot behind the New York Store.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** to approve this event application as presented.

Adopted Resolution: **337** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 3) Correspondence from Nolin Jackson providing a Special Events Application for the Lancaster Village New Year's Eve Celebration to be held on Tuesday, December 31, 2024, starting at 9:00 p.m. on West Main Street.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** to place this application in the Community Events Committee for review.

Adopted Resolution: **338** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 4) Correspondence from the NYSERDA Clean Energy Communities Team providing notice that a grant application for Electric Landscaping Equipment and Building Energy Upgrades was accepted to move forward towards an agreement with NYSERDA for development of a scope of work, budget, schedule, and mutually acceptable terms and conditions.

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to place this matter in the Grants Committee and Climate Smart Committee for review and follow up.

Adopted Resolution: **339** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 5) Correspondence from Emma Eckert, Historic Preservation Commission, providing the Certified Local Government Annual Report submitted to the NYS Parks, Recreation and Historic Preservation Office on November 7, 2024.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to receive and file this correspondence.

Adopted Resolution: **340** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 6) Correspondence from DPW Superintendent Wayne Cisco providing a list of employees who are interested in the vacant position of Sewer Heavy Equipment Operator and further indicating that Joseph Marino is the top candidate for appointment to this position based on his seniority and experience.

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to approve the promotional appointment of Joseph Marino to the position of Sewer Heavy Equipment Operator (SHEO) effective immediately.

Adopted Resolution: **341** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 7) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending the appointment of Alexander Buszka, 32 Park Boulevard, as the 2nd Alternate Member for the Planning Commission with an annual term expiring at the end of the official year.

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to appoint Alexander Buszka as the 2nd Alternate Member of the Planning Commission effective immediately with a term expiring at the end of the official year per the recommendation of Planning Commission Chairperson Mike Reinhold.

Adopted Resolution: **342** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

RESOLUTIONS:

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to approve the following resolution in support of continued and increased State Aid for Local Governments:

Whereas, until 2024, cities, villages and towns had not received an increase in unrestricted state aid (AIM funding) in 15 years, significantly impacting their ability to provide essential services to their residents; and

Whereas, after a prolonged period without financial support, local governments finally received an increase of \$50 million in unrestricted state aid; and

Whereas, local officials express their gratitude for the \$50 million increase in unrestricted state aid, recognizing it as a positive step towards addressing long-standing funding challenges; and

Whereas, the State has referred to this new aid as Temporary Municipal Assistance, suggesting that such increase may not continue, jeopardizing the sustainability of crucial municipal programs and services; and

Whereas, the property tax cap further limits the ability of local governments to properly fund the programs and services their residents need; and

Whereas, increased and ongoing state aid for local governments is vital for maintaining infrastructure, public safety, housing and other municipal services; and

Whereas, the challenges of inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid only accentuate the need for consistent and predictable funding to effectively plan for the future and meet the growing needs of their residents;

Now, therefore, be it resolved, that the Village of Lancaster calls upon the Governor and the State Legislature to commit to continuing the additional \$50 million in unrestricted state aid in the 2025-26 State Budget and beyond, and

Be it further resolved, that the Village of Lancaster urges state officials to recognize the need for a long-term plan that ensures consistent and predictable increases in financial support for local governments that keep pace with inflation.

A copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator Patrick Gallivan, Assemblymember Monica Wallace, and the New York State Conference of Mayors (NYCOM).

Adopted Resolution: **343** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to authorize Acting Judge Ryan Hadsall to attend Judge’s School training in Albany, NY from December 8 – December 13, 2024, and further to approve a budget transfer in the amount of \$700.00 from Contractual Services (A-1110-435-000) to Expense & Travel (A-1110-470-000) to cover costs related to this training.

Adopted Resolution: **344** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** authorizing Mayor Ruda to sign and execute an Agreement with the City of Buffalo for the rental of 72 bike rack barricades for use during the period from Monday, November 25, 2024 to Monday, December 2, 2024.

Adopted Resolution: **345** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** authorizing Mayor Ruda to sign and approve a Service Agreement with ECIDA for the development of a 2024 Assistance to Firefighters Grant (AFG) Program grant application under the Operations and Safety activity at the hourly rate of \$65 not to exceed 25 hours without prior written approval at each organization.

Adopted Resolution: **346** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** authorizing Mayor Ruda to sign and approve a Service Agreement with ECIDA for the development of various grant applications including Restore NY Communities Initiative Round 9, EFC Engineering Planning Grant, and other grant opportunities that may be available, at the hourly rate of \$65 not to exceed 100 hours without prior written approval at each organization.

Adopted Resolution: **347** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** authorizing Mayor Ruda to sign and submit a proposal to bind coverage with Hartford Life and Accident Insurance Company for the NYS Volunteer Firefighter Cancer Benefit Program for the annual period effective 1/1/2025 and hereby selecting the Enhanced Plan which offers coverage for all types of severe and less severe forms of cancer including lung cancer (as also selected in prior years).

Adopted Resolution: **348** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to select LaBella Associates as the approved Consultant for the New Pocket Park Project at the Municipal Building as the lowest responsible bidder at a cost of \$32,500.00 contingent upon negotiation of a professional services contract agreed upon by both parties.

Adopted Resolution: **349** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** authorizing Mayor Ruda to sign and execute a New York Forward Grant Agreement with the Housing Trust Fund Corporation for funding in the amount of \$300,000 to complete the Village of Lancaster Small Project Fund project, and further directing Clerk-Treasurer Stegmeier to submit the signed Grant Agreement and required supplemental documents to the NYS Office of Community Renewal as indicated.

Adopted Resolution: **350** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to tentatively designate DiDonato Associates as the approved Consultant for the Safe Routes for All – Central Avenue Improvements Project as funded by the Transportation Alternatives Program (TAP) per the recommendation of the Selection Committee.

Adopted Resolution: **351** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

AUDIENCE PARTICIPATION:

-none-

PUBLIC HEARING @ 7:15 PM (#1) RESTORE NY GRANT APPLICATION

Mayor Ruda opened the public hearing at 7:15 p.m. and read the following public notice that was advertised and published in the Lancaster Bee:

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Lancaster passed a resolution at their October 28, 2024 Village Board meeting to conduct a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Monday, November 25, 2024, at 7:15 p.m.

The purpose of this hearing is to obtain citizens' views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative. This project includes the rehabilitation and adaptive reuse of the Masonic Temple building at 5497 Broadway in the Village of Lancaster.

The following property will be submitted for consideration:

- 5497 Broadway, 12,084 square feet, vacant mixed-use property, proposed rehabilitation.

At said hearing all persons so desiring shall have the opportunity to be heard.

*Michael E. Stegmeier
Village Clerk*

Audience Participation:

James Sugg – 66 Williamsburg Lane: He questioned the type of business that will be going into this building which is described as a mixed-use property. If there are apartments, there may be parking concerns.

Mike Wehner – 35 Garfield Street: He questioned if the grant requires a commitment for the number of jobs to be created.

Mayor Ruda indicated that the purpose of the grant is for restoration of the property, but she is unsure if there is a job requirement.

Mr. Wehner also questioned if there is an easement for the neighboring church. There was an agreement with the previous owner for use of the parking lot during church activities. If church attendees are not able to use the property for parking, then he is concerned where they will be able to park.

Mr. Wehner also noted past comments by the owner that the property may be used for a possible bistro or food service business. However, it was noted that there is no liquor license on file to date for this property.

Clerk-Treasurer Stegmeier commented that recent discussions have only mentioned use as a wedding venue for ceremonies and/or other events. There has been no mention of a brewery or food service business.

There was a question of whether the building was listed on the Historic Register and how that would impact the project. Matt Fischione (Code Enforcement Officer) stated that the project would need to follow the process that is defined for historic properties.

It was also noted that the Masonic Temple is a 3-story building which needs elevators for access especially if there are apartments. Mayor Ruda explained that this property was included as part of the New York Forward process and draft plans were developed including elevator access. The new owner is aware of this need and intends to address this issue as part of the project.

Mr. Wehner also commented that the new owner had previously stated in a news article that he would not be receiving publicly funded grant money for the renovation of the property. Note - the Restore NY grant funding was not available at that time.

Elaine Bialecki – 5251 William Street: She represents Faith United Methodist Church and noted that they share a Broadway entrance with this property and the church also has an entrance on Church Street. She stated concerns regarding parking and wants to make sure that parking for church attendees is considered as part of this project application.

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to close the public hearing at 7:24 p.m.

Adopted Resolution: **352** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

A resolution is needed to approve a project for submission as part of the Restore NY grant application. This will be considered at the next board meeting on Monday, December 9th. The Restore NY grant application is due by December 20th.

PUBLIC HEARING @ 7:15 PM (#2) LOCAL LAW – BEST VALUE PURCHASES

Mayor Ruda opened the public hearing at 7:25 p.m. and read a summary of the notice that was published in the Lancaster Bee:

PLEASE TAKE NOTICE; That the Village of Lancaster Board of Trustees will conduct two (2) public hearings in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, NY on Monday, November 25th beginning at 7:15 P.M.

The second public hearing will immediately follow the first and is to consider a local law which would add Chapter 55 "Purchasing - Village Board Authority to Award Best Value Contracts" to the Village Code. If adopted, the local law would allow the Village to award certain purchase contracts, including contracts for services, subject to competitive bidding on the basis of "best value" as defined in §163 of the New York State Finance Law. The full text of the proposed local law may be reviewed at the Village of Lancaster website <https://lancastervillageny.gov> or during office hours at the office of the Village Clerk-Treasurer located in the Lancaster Municipal Building, 5423 Broadway, Lancaster, NY.

At said hearings, all persons so desiring shall have the opportunity to be heard.

*Michael E. Stegmeier
Village Clerk*

Audience Participation: -None-

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to close the public hearing at 7:26 p.m.

Adopted Resolution: **353** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to adopt the local law as presented.

Adopted Resolution: **354** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

COMMITTEE REPORTS & FOLLOW UPS:

➤ **FINANCE & CLAIMS** – Trustee Schroeder

No report.

➤ **PUBLIC WORKS** – Trustee Mikoley

He thanked Attorney Herdzik for his efforts reviewing the Sourcewell contracts and development of a local law to allow for best value purchases.

He noted that handicapped parking spaces have been added at municipal lots as approved at a recent meeting.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

The Safety Committee met last week at DPW. There was discussion regarding hydrant markers to locate hydrants with the winter season approaching. There is an opportunity to purchase hydrant markers that has been identified, and we will be reviewing the cost upon confirmation of the number of hydrants.

The Village is re-instating the overnight parking ban this Friday evening with winter weather expected this weekend. This information will be updated on the Village website and social media.

➤ **BUILDING, LIGHTS & CODES** – Trustee Malone Schaefer

No report.

➤ **HUMAN RESOURCES** – Trustee Maciejewski

No report.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

She commented on the upcoming fire truck parade this Saturday starting at 6:00 p.m. The event application is approved. A tree lighting will take place in the Girl Scout Garden parking lot at 6:00 p.m. with the fire truck parade to follow.

The AM&A’s decorations were posted on social media for interested parties to respond through this Wednesday. Once these responses are gathered, she will take them to the Lancaster Industrial Development Agency for their direction and feedback on how to proceed.

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

Gavin O'Brien provided a report for the 175th Anniversary Committee during the work session prior to the regular meeting. → See Department Head Reports.

➤ **SEWER** – Trustee Mikoley

He provided an update on sewer inspections at targeted properties. 386 homes have passed inspection, and 20 homes have failed to date. There are about 100 homes left to complete pending weather. Violation notices will be sent to the properties that have failed inspection after the entire process is completed.

Watts Engineering has started design work for the Pleasant Avenue sewer repair project pending receipt of funding for construction.

➤ **GRANTS** – Mayor Ruda

Plum Bottom Creek Culvert – PHASE I

We are still awaiting the signed permits from the Army Corps and NYSDEC. C&S checked in with the Army Corps about 2 weeks ago and they are working the permits up the ladder for signature. Once we have the Army Corps permits, C&S believes NYSDEC will follow suit. They have the bid documents ready to go. Once we have the permits, we will submit everything to NYSDOT for authorization to advertise. That process takes about 3 weeks. At this point, we will be looking at hopefully advertising in January or February 2025.

CSC – GHG Reduction Initiatives

We are still developing the grant contract with NYS.

CDBG – Aurora Street Pedestrian Improvements

Paul D'Orlando at Erie County is waiting for the final pay application from Branden at CPL.

Municipal Planning Grant – Comprehensive Plan Updates

A draft mission statement, vision and goals are getting put together for feedback from the steering committee.

NYSERDA CFI Grant – Central Ave Parking Lot EV Station

We will need to coordinate between NYSERDA and our consultant for the TAP project for the mobility hub at this location.

NY Forward – LMB Pocket Park & Small Project Fund

We approved LaBella Associates for the pocket park project. We are requesting a contract from LaBella while we are waiting for the NYS contract from Empire State Development.

We are interviewing for a consultant for the Small Project Fund on Monday next week. We approved the grant agreement with NYS Housing Trust Fund Corporation earlier this meeting.

TAP – Central Ave Streetscape Broadway to Walden

We approved DiDonato Associates as the consultant for this project and we will have a kickoff meeting with them in the near future.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda

The next meetings of the Forestry Advisory Board and Climate Smart Communities Task Force are scheduled for Thursday, December 5, 2024, at 6:00 p.m. and 6:30 p.m. respectively.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:
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➤ **CLERK – TREASURER** – Michael E. Stegmeier

Sewer bills were mailed out last week. Payments will be collected through December 10th without penalty. A 10% penalty applies after that date.

Charles Trottier from Drescher & Malecki LLP (independent auditors) gave a presentation regarding the audit of the financial statements for the fiscal year ended May 31, 2024, during the work session prior to tonight's meeting. There are a few items that need to be completed prior to issuing the final reports that will be taken care of this week. He expects the financial statements will be issued in early December.

The final budget amendments and budget transfers for the fiscal year ended May 31, 2024, will be submitted for approval at the next meeting on 12/9.

➤ **SUPERINTENDENT OF PUBLIC WORKS** – Wayne Cisco

Leaf pickup is finishing up and they will be ready for the snow.

The Christmas decorations are installed, and the village is ready for the holiday season.

➤ **VILLAGE ATTORNEY** – Arthur A. Herdzik

No report.

➤ **FIRE CHIEF** – Eric Feldmann

He is working with the grant writer on the AFG application for new washers and dryers at each fire station along with new gear racks.

The department has responded to over 400 calls for the year. History shows that they have not reached this volume of calls in any given year in the past.

➤ **175th ANNIVERSARY COMMITTEE** – Gavin O'Brien

The committee held a pumpkin carving contest with the Lancaster Fire Department at the end of October.

Casey Bukowski shared his World War II experiences with the community as part of the Speaker Series earlier this month.

A Veteran’s Day buffet lunch was held with Skoob’s Village Grille for local veterans and service members in the community.

The holiday decorating contest is open for homes to sign up. A winner will be announced on December 17th at the Lancaster Opera House during the Speaker Series event being held that evening.

The next committee meeting takes place tomorrow 11/26.

➤ **TOWN POLICE DEPARTMENT** – Captain Jeff Smith

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

No report.

MISCELLANEOUS:

Mayor Ruda thanked the Lancaster Depew Rotary Club for providing their decorations for the streetlights and DPW crews for installing them. She encouraged everyone to “Shop Local” for the holidays and wished everyone a Happy Thanksgiving. She also recognized Gavin O’Brien and the 175th Anniversary Committee for their efforts over the past year celebrating the Village of Lancaster.

ADJOURNMENT:

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to adjourn the meeting at 7:32 p.m.

Adopted Resolution: **355** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier
Clerk – Treasurer

ABSTRACT

December 09, 2024

Motion by _____, seconded by _____, that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT, and SPECIAL REPAIR RESERVE FUNDS for the period from

November 26, 2024 to December 09, 2024

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, and that all claims were paid against the:

GENERAL FUND -----in the amount of	\$ 490,920.43
SEWER FUND -----in the amount of	\$ 52,440.85
TRUST FUND -----in the amount of	\$
CAPITAL FUND -----in the amount of	\$
EQUIPMENT RESERVE -----in the amount of	\$
COMMUNITY DEVELOPMENT -----in the amount of	\$
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$
TOTAL	543,361.28

For the period from November 12, 2024 **to** November 25, 2024

MAYOR’S CERTIFICATION:

I certify that the vouchers above were audited by the Village Treasurer and the Finance and Claims Committee in the amounts above. You are hereby authorized and directed to pay each of the claimants the amount opposite name.

Total Claims.....	77
General Fund Ck#.....	92322-92383
Sewer Fund Ck#.....	12183-12189
Trust Fund Ck#.....	_____
Capital Fund Ck#.....	_____
Community Development Fund Ck#	_____

Mayor Lynne T. Ruda

Abstract Summary of Funds

Board Meeting Date: November 25, 2024

	<u>General Fund (A)</u>	<u>Sewer Fund (G)</u>	<u>Trust Fund (T)</u>	<u>Capital Fund (H)</u>
Vouchers Paid by Check 2024-2025 Budget	\$ 418,037.95	\$ 43,050.98		
Payroll Voucher 11/22/2024	\$ 67,638.11	\$ 8,722.59		
FICA Voucher 11/22/2024	\$ 5,244.37	\$ 667.28		
TOTALS	\$ 490,920.43	\$ 52,440.85	\$ -	\$ -

TOTAL ALL FUNDS \$ 543,361.28

Ranges

Item Status	Purchase Types	Misc
Open: N	Bid: Y	
Void: N	State: Y	
Paid: N	Other: Y	
Held: N	Exempt: Y	
Aprv: N		
Rcvd: Y		

Range: First to Last
Rcvd Batch Id Range: First to Last
Encumbrance Date Range: First to 05/31/25

P.O. Type: All
Format: Detail without Line Item Notes
Include Non-Budgeted: Y
Prior Year Only: N
*** Means Prior Year Line:**
Vendors: All

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00661	11/07/24	ADOLF005 CARL ADOLF											
1	ZBA - 2 LOCATIONS		E	ZONING- PROF SERVICES ZBA MEA	\$60.00	A -8010-434-000	E		R	11/07/24	11/07/24		11/7/2024
25-00662	11/21/24	ALPSE005 ALPS ELEVATOR INSPECTION SERVI											
1	LMB ELEVATOR INSPECTION		E	SHARED SERVICES - ELEVATOR M/	\$65.00	A -1620-431-000	E		R	11/21/24	11/21/24		53312
25-00663	11/09/24	AMAZO010 AMAZON CAPITAL SERVICES											
1	WALL ORGANIZERS FOR LFD		E	FIRE DEPT-OFFICE SUPPLIES	\$71.94	A -3411-401-000	E		R	11/09/24	11/09/24		1YHJ-4T3H-F677
25-00664	11/21/24	APPLI010 APPLIED INDUSTRIAL TECH											
1	RESTOCKING SUPPLIES ALL VEH.		E	STREETS MAINT-REPAIRS/MAINT:TI	\$77.47	A -5110-452-000	E		R	11/21/24	11/21/24		7030762567
2	RESTOCKING SUPPLIES ALL VEH.		E	SNOW REMOVAL-REPAIRS/MAINT: T	\$77.42	A -5132-452-000	E		R	11/21/24	11/21/24		7030762567
3	RESTOCKING SUPPLIES ALL VEH.		E	PARKS-REPAIRS TO EQUIPMENT	\$77.42	A -7110-453-000	E		R	11/21/24	11/21/24		7030762567
4	RESTOCKING SUPPLIES ALL VEH.		E	REFUSE & GARBAGE-EQUIPMENT I	\$77.42	A -8160-453-000	E		R	11/21/24	11/21/24		7030762567
5	RESTOCKING SUPPLIES ALL VEH.		E	ST CLEANING-REPAIR/MAINT TRUC	\$77.42	A -8170-452-000	E		R	11/21/24	11/21/24		7030762567
6	RESTOCKING SUPPLIES ALL VEH.		E	SHADE TREES-TRUCK REPAIR & M.	\$77.42	A -8560-452-000	E		R	11/21/24	11/21/24		7030762567
7	RESTOCKING SUPPLIES ALL VEH.		E	SANITARY SEWERS-REPAIRS & MA	\$77.42	G -8120-453-000	E		R	11/21/24	11/21/24		7030762567
					\$541.99								
25-00665	11/22/24	BANKO010 BANK OF AKRON											
1	OVERPAYMENT 2024 VILLAGE TAX		G	TAXES RECEIVABLE, CURRENT	\$6,293.88	A -250-000	G		R	11/22/24	11/22/24		BILL # 193
25-00666	11/22/24	BEEGR005 BEE GROUP PUBLICATIONS INC											
1	3 PH RESTORE NY		E	FINANCE TREASURER - PRINTING & R	\$222.00	A -1325-430-000	E		R	11/22/24	11/22/24		VARIOUS

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25-00667	11/22/24	BEEGR005	BEE GROUP PUBLICATIONS INC									
1		2 PH RE: GRANT APP & CH. 55	\$84.81	A-1325-430-000	E	FINANCE TREASURER - PRINTING	R			11/22/24	11/22/24	67366C99-0020
25-00668	11/22/24	BEEGR005	BEE GROUP PUBLICATIONS INC									
1		PH NOTICE - ELECTORS VOL	\$56.93	A-1450-430-000	E	ELECTIONS - ADVERTISING	R			11/22/24	11/22/24	67366C99-0018
25-00669	11/12/24	BIELA005	PAULA BIELAT									
1		COURT STENO SVCS 9/24-11/12	\$250.00	A-1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R			11/12/24	11/12/24	9/24 & 11/12
25-00670	11/07/24	BLAKE005	DAVID BLAKELEY									
1		ZBA - 2 LOCATIONS	\$60.00	A-8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R			11/07/24	11/07/24	11/7/2024
25-00671	10/29/24	BROMW005	JACK J BROMWICH									
1		BALIF & COURT SUPPORT 6/4-10/1	\$537.10	A-1110-471-000	E	VILLAGE JUSTICE - BALLIFF	R			10/29/24	10/29/24	10/29/2024
25-00672	11/13/24	CAMPB010	SHERRY CAMPBELL									
1		HPC MEETING - MEMBER	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R			11/13/24	11/13/24	11/13/2024
25-00673	11/13/24	CHAVE005	CHAVES YATES, CAITLIN									
1		HPC MEETING - MEMBER	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R			11/13/24	11/13/24	11/13/2024
25-00674	11/22/24	CHART005	CHARTER COMMUNICATIONS									
1		PHONES LMB, DPW, NEFH	\$151.02	A-1620-439-000	E	SHARED SERVICES - TELEPHONE	R			11/22/24	11/22/24	063270401110124
2		PHONES LMB, DPW, NEFH	\$28.64	A-1621-439-000	E	NORTH END FIRE HALL - TELEPHOI	R			11/22/24	11/22/24	063270401110124
3		PHONES LMB, DPW, NEFH	\$91.13	A-1640-431-000	E	DEPT PUBLIC WORKS - TELEPHON	R			11/22/24	11/22/24	063270401110124
			\$270.79									
25-00675	11/02/24	CODE3005	CODE 3 HEALTH AND SAFETY									
1		OSHA REFRESHER TRAINING	\$650.00	A-3411-470-000	E	FIRE DEPT-TRAINING	R			11/02/24	11/02/24	LANCASTER052820
25-00676	11/21/24	COMMO005	COMMONWEALTH ELECTRICAL INSP									
1		INSPECTION PLEASANT/CENTRAL	\$125.00	A-5182-435-000	E	STREET LIGHTING-MAINTENANCE	R			11/21/24	11/21/24	37738

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25-00677	11/22/24	COPIE005				COPIER FAX BUSINESS TECHNOLOGI							
1		EXCESS COLOR COPY CHARGES			\$8.03	A-1325-434-000	E	INANCE TREASURER - PROFESSIO	R	11/22/24	11/22/24		836330
25-00678	11/21/24	CRYST005				CRYSTAL ROCK LLC							
1		WATER COOLER RENTAL			\$40.47	A-1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	11/21/24	11/21/24		17792057
2		WATER COOLER RENTAL			\$13.99	A-1620-435-000	E	SHARED SERVICES - CONTRACTU	R	11/21/24	11/21/24		17792057
3		WATER COOLER RENTAL			\$136.89	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACT	R	11/21/24	11/21/24		17792057
					\$191.35								
25-00679	11/07/24	ANDRE015				ANDREW DEBBINS							
1		ZBA - 2 LOCATIONS			\$60.00	A-8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	11/07/24	11/07/24		11/7/2024
25-00680	11/22/24	DELAG005				DELAGE LANDEN FINANCIAL SVC							
1		DOCUWEAR DECEMBER 2024			\$710.00	A-1325-435-200	E	FINANCE TREASURER - SVC MAINT	R	11/22/24	11/22/24		83256843
25-00681	11/22/24	DELAG005				DELAGE LANDEN FINANCIAL SVC							
1		COURT CLERK CLIMATE COPIERS			\$96.85	A-1110-473-000	E	VILLAGE JUSTICE - COPIER MAINT	R	11/22/24	11/22/24		83198923
2		COURT CLERK CLIMATE COPIERS			\$303.05	A-1325-434-000	E	INANCE TREASURER - PROFESSIO	R	11/22/24	11/22/24		83198923
3		COURT CLERK CLIMATE COPIERS			\$99.41	A-8090-435-000	E	ENVIRONMENTAL - CONTRACTUAL	R	11/22/24	11/22/24		83198923
					\$499.31								
25-00682	11/22/24	DELFT005				DELFT PRINTING INC.							
1		2500 #10 ENVELOPES			\$317.58	A-1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	11/22/24	11/22/24		24-40490
25-00683	11/09/24	DIVAL005				DIVAL SAFETY EQUIP. INC.							
1		REEPLACING NAME PL. HAUSER			\$99.00	A-3411-260-200	E	FIRE DEPT-HELMETS/SUPPLIES	R	11/09/24	11/09/24		3559137
25-00684	11/21/24	DIVAL005				DIVAL SAFETY EQUIP. INC.							
1		RESTOCK FIRST AID CABINET			\$46.20	A-5010-442-000	E	STREETS ADMINISTRATION-SAFET	R	11/21/24	11/21/24		3594588
25-00685	11/21/24	DWDIE005				D & W DIESEL INC							
1		REPAIR PARTS - PRINOTH			\$273.00	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	11/21/24	11/21/24		CN8007

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25-00686	11/07/24	EATON005	EATON OFFICE SUPPLY				E						
1		OFFICE SUPPLIES	\$44.99	A -1110-401-000		E	VILLAGE JUSTICE - OFFICE SUPPLI	R		11/07/24	11/07/24		PINV1227353
25-00687	11/13/24	ECKER005	EMMA ECKERT				E						
1		HPC MEETING - MEMBER + SEC.	\$265.00	A -7520-434-000		E	HIST DIST-PROF SVC-HPC SECRET.	R		11/13/24	11/13/24		11/13/2024
25-00688	11/21/24	FERRY005	FERRY INC				E						
1		REPAIR PART - SEWER JET HOSE	\$1,922.54	G -8120-453-000		E	SANITARY SEWERS-REPAIRS & MA	R		11/21/24	11/21/24		57728
25-00689	11/09/24	FIREM015	FIREMATIC SUPPLY CO. INC.				E						
1		ANNUAL PUMP TESTS X 4	\$1,800.00	A -3411-479-000		E	FIRE DEPT-YRLY SVC & CERTIF/INS	R		11/09/24	11/09/24		214221
25-00690	11/02/24	FIRST040	FIRST DUE SERVICES, LLC				E						
1		HOSE TESTING ALL TRUCKS	\$2,792.00	A -3411-479-000		E	FIRE DEPT-YRLY SVC & CERTIF/INS	R		11/02/24	11/02/24		24-303
25-00691	11/22/24	GENER010	GENERAL CODE PUBLISHERS				E						
1		SUPPLEMENT 35	\$634.00	A -1325-430-000		E	FINANCE TREASURER - PRINTING	R		11/22/24	11/22/24		PG000038504
25-00692	11/21/24	GREEN010	GREEN MOUNTAIN ELECTRIC SUPPLY				E						
1		ST LT REPAIR LMB	\$70.96	A -5182-435-000		E	STREET LIGHTING-MAINTENANCE	R		11/21/24	11/21/24		S5064378.002
25-00693	11/07/24	SMITH005	JENNIE HAUSER				E						
1		ZBA - 2 LOCATIONS	\$60.00	A -8010-434-000		E	ZONING- PROF SERVICES ZBA MEA	R		11/07/24	11/07/24		11/7/2024
25-00694	11/21/24	HECTO005	HECTOR'S HARDWARE				E						
1		BOLTS & SNAP LINKS	\$19.16	A -7550-420-000		E	CELEBRATIONS-MISC OVERHEAD	R		11/21/24	11/21/24		85298/85334
2		BOLTS & SNAP LINKS	\$15.12	A -8160-453-000		E	REFUSE & GARBAGE-EQUIPMENT	R		11/21/24	11/21/24		85298/85334
			\$34.28										
25-00695	11/22/24	INDEP005	INDEPENDENT HEALTH				E						
1		HEALTH INSURANCE DECEMBER 24	\$2,172.65	A -9060-800-000		E	EMPLOYEE BENEFITS-HOSPITAL &	R		11/22/24	11/22/24		DECEMBER 2024
2		HEALTH INSURANCE DECEMBER 24	\$173.69	G -9060-800-000		E	EMPLOYEE BENEFIT-HOSPITAL & N	R		11/22/24	11/22/24		DECEMBER 2024

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25-00695	11/22/24	INDEP005				INDEPENDENT HEALTH							
					\$2,346.34								
25-00696	11/22/24	BIELS005				INSTREAM dba BIEL'S							
1		STORAGE OF COPIES ON FILM/CD		E	\$321.50	A-1325-402-000		FINANCE TREASURER - RECORDS	R	11/22/24	11/22/24		5098353-IN
25-00697	11/22/24	JACKS005				JACKSON, NOLIN							
1		EVENT SVCS OCTOBER/NOVEMBER 24		E	\$1,600.00	A-7550-435-000		CELEBRATIONS-EVENTS DIRECTOI	R	11/22/24	11/22/24		OCTOBER & NOVEM
25-00698	11/22/24	JHALM005				J. HALM PHOTOGRAPHY							
1		175TH ANNIVERSARY PHOTOS		E	\$40.00	A-7550-417-000		CELEBRATIONS - 175TH ANNIVERS.	R	11/22/24	11/22/24		11/6/2024
25-00699	11/13/24	KACAL005				KACALA, JEANINE							
1		HPC MEETING - MEMBER		E	\$90.00	A-7520-434-000		HIST DIST-PROF SVC-HPC SECRET.	R	11/13/24	11/13/24		11/13/2024
25-00700	11/13/24	JOSEP005				JOSEPH KEEFE, ESQ							
1		HPC MEETING - MEMBER		E	\$90.00	A-7520-434-000		HIST DIST-PROF SVC-HPC SECRET.	R	11/13/24	11/13/24		11/13/2024
25-00701	11/21/24	KSCON005				K & S CONTRACTORS SUPPLY INC.							
1		PROBE FOR DYE TESTING CREW		E	\$99.00	G-8120-433-000		SANITARY SEWERS-POLLUTION CC	R	11/21/24	11/21/24		24-10497
25-00702	11/22/24	LABEL005				LABELLA ASSOCIATES							
1		COMP PLAN UPDATE 9/21-10/18		E	\$2,412.50	A-8989-435-000		ECONOMIC DEV-CONTRACTUAL SE	R	11/22/24	11/22/24		246208
25-00703	11/21/24	MANNY005				MANNY'S ACE HARDWARE							
1		PARTS & SUPPLIES 10/24		E	\$33.98	A-1640-402-000		DEPT PUBLIC WORKS-JANITORIAL	R	11/21/24	11/21/24		OCT2024
2		PARTS & SUPPLIES 10/24		E	\$34.36	A-1640-453-000		DEPT PUBLIC WORKS - REPAIRS	R	11/21/24	11/21/24		OCT2024
3		PARTS & SUPPLIES 10/24		E	\$147.44	A-3411-456-000		FIRE DEPT-REPAIRS & MAINT BY DI	R	11/21/24	11/21/24		OCT2024
4		PARTS & SUPPLIES 10/24		E	\$37.98	A-5010-442-000		STREETS ADMINISTRATION-SAFET	R	11/21/24	11/21/24		OCT2024
5		PARTS & SUPPLIES 10/24		E	\$172.83	A-5110-412-000		STREETS MAINT-SIGNS	R	11/21/24	11/21/24		OCT2024
6		PARTS & SUPPLIES 10/24		E	\$42.73	A-5110-419-000		STREETS MAINT-TOOLS & PAINT	R	11/21/24	11/21/24		OCT2024
7		PARTS & SUPPLIES 10/24		E	\$16.14	A-5110-434-000		STREETS MAINT-PAVING & RECON:	R	11/21/24	11/21/24		OCT2024
8		PARTS & SUPPLIES 10/24		E	\$62.65	A-5110-452-000		STREETS MAINT-REPAIRS/MAINT:TI	R	11/21/24	11/21/24		OCT2024
9		PARTS & SUPPLIES 10/24		E	\$83.20	A-7110-453-000		PARKS-REPAIRS TO EQUIPMENT	R	11/21/24	11/21/24		OCT2024

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25-00712	11/21/24	NATIO015						NATIONAL FUEL				
1	LMB ACCOUNT 10/7-11/8				\$312.05	A -1620-440-000	E	SHARED SERVICES - GAS	R	11/21/24	11/21/24	10/7-11/8
25-00713	11/21/24	NATIO015						NATIONAL FUEL				
1	NEFH - 10/4-11/6				\$163.30	A -1621-440-000	E	NORTH END FIRE HALL - GAS	R	11/21/24	11/21/24	10/4-11/6
25-00714	11/21/24	NATIO015						NATIONAL FUEL				
1	DPW - 10/4-11/4				\$472.17	A -1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R	11/21/24	11/21/24	10/4-11/4
25-00715	11/21/24	NOCOE005						NOCO ENERGY CORP- FUELS				
1	GAS AS REQUIRED FY 24-25				\$39.72	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	11/21/24	11/21/24	SP12924645
2	GAS AS REQUIRED FY 24-25				\$270.63	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	11/21/24	11/21/24	SP12924645
3	GAS AS REQUIRED FY 24-25				\$107.93	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	11/21/24	11/21/24	SP12924645
4	GAS AS REQUIRED FY 24-25				\$189.63	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	11/21/24	11/21/24	SP12924645
5	GAS AS REQUIRED FY 24-25				\$127.89	A -8540-416-000	E	DRAINAGE-GASOLINE & OIL	R	11/21/24	11/21/24	SP12924645
6	GAS AS REQUIRED FY 24-25				\$98.73	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	11/21/24	11/21/24	SP12924645
					\$834.53							
25-00716	11/21/24	NOCOE005						NOCO ENERGY CORP- FUELS				
1	DIESEL AS REQUIRED FY 24-25				\$195.28	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	11/21/24	11/21/24	SP12895719
2	DIESEL AS REQUIRED FY 24-25				\$143.65	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	11/21/24	11/21/24	SP12895719
3	DIESEL AS REQUIRED FY 24-25				\$106.54	A -8540-416-000	E	DRAINAGE-GASOLINE & OIL	R	11/21/24	11/21/24	SP12895719
4	DIESEL AS REQUIRED FY 24-25				\$189.75	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	11/21/24	11/21/24	SP12895719
5	DIESEL AS REQUIRED FY 24-25				\$175.52	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	11/21/24	11/21/24	SP12895719
					\$810.74							
25-00717	11/21/24	NOCOE005						NOCO ENERGY CORP- FUELS				
1	DIESEL FUELS REQ FY 24-25				\$500.73	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	11/21/24	11/21/24	SP12915279
2	DIESEL FUELS REQ FY 24-25				\$329.52	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	11/21/24	11/21/24	SP12915279
3	DIESEL FUELS REQ FY 24-25				\$196.36	A -8540-416-000	E	DRAINAGE-GASOLINE & OIL	R	11/21/24	11/21/24	SP12915279
4	DIESEL FUELS REQ FY 24-25				\$215.63	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	11/21/24	11/21/24	SP12915279
					\$1,242.24							
25-00718	11/21/24	N0000015						NY SEG				
1	NEFH & ST LTG - VARIOUS DATES				\$308.63	A -1621-438-000	E	NORTH END FIRE HALL - ELECTRIC	R	11/21/24	11/21/24	9/28-10/31

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25-00718	11/21/24	N0000015		N Y S E G				Account Continued				
2	NEFH & ST LTG - VARIOUS DATES				\$3,711.17	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	11/21/24	11/21/24	10/1-10/31
					\$4,019.80							
25-00719	11/21/24	N0000015		N Y S E G								
1	DPW/LMB/CENTRAL AVE				\$1,014.37	A-1640-439-000	E	DEPT PUBLIC WORKS - ELECTRIC	R	11/21/24	11/21/24	10/4-11/4
2	DPW/LMB/CENTRAL AVE				\$978.37	A-1620-438-000	E	SHARED SERVICES - ELECTRIC	R	11/21/24	11/21/24	10/4-11/4
3	DPW/LMB/CENTRAL AVE				\$39.27	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	11/21/24	11/21/24	10/4-11/4
					\$2,032.01							
25-00720	11/21/24	N0000015		N Y S E G								
1	VARIOUS LOCATIONS				\$26.44	A-7110-438-000	E	PARKS-ELECTRIC	R	11/21/24	11/21/24	VARIOUS
2	VARIOUS LOCATIONS				\$90.25	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E	R	11/21/24	11/21/24	VARIOUS
3	VARIOUS LOCATIONS				\$311.29	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	11/21/24	11/21/24	VARIOUS
					\$427.98							
25-00721	11/21/24	SCRAN005		SCRANTON'S THRUWAY BUILDERS SU								
1	QUIKRETE - RECEIVER CREW				\$296.30	A-8540-414-000	E	DRAINAGE-MATERIALS & PIPE	R	11/21/24	11/21/24	124-109147
25-00722	11/22/24	SELEC005		SELECTIVE INSURANCE								
1	COMMERCIAL POLICY S				\$33,174.50	A-1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INS	R	11/22/24	11/22/24	292-238-680
25-00723	11/22/24	SELEC005		SELECTIVE INSURANCE								
1	COMMERCIAL PACKAGE S				\$3,581.50	A-1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INS	R	11/22/24	11/22/24	233-189-220
25-00724	11/22/24	SHERI005		SHERIDAN HR LLC								
1	HR CONSULTING - NOVEMBER 2024				\$2,700.00	A-1010-435-600	E	BOARD OF TRUSTEES - H/R CONSL	R	11/22/24	11/22/24	2326
25-00725	11/21/24	SITE0005		SITE ONE LANDSCAPE SUPPLY, LLC								
1	WREATH NEFH				\$169.49	A-7550-425-000	E	CELEBRATIONS-CHRISTMASVLEL	R	11/21/24	11/21/24	147955322-001
25-00726	11/22/24	TASC0005		TASC								
1	PER PARTICIPAT FEE 1/25-3/25				\$197.10	A-9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	11/22/24	11/22/24	IN3284825

PO # PO Date Vendor Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00734		11/02/24	WITME005	WITMER PUBLIC SAFETY GROUP					
<i>Account Continued</i>									
1	2	STEEL PIKE POLES/FF HOODS	\$333.00	A -3411-260-340	E	FIRE DEPARTMENT - ASSORTED H/ R	11/02/24	11/02/24	INV564298
2	2	STEEL PIKE POLES/FF HOODS	\$587.00	A -3411-260-200	E	FIRE DEPT-HELMETS/SUPPLIES R	11/02/24	11/02/24	INV564298
			<u>\$920.00</u>						

25-00735 11/21/24 WOODC005 WOODCUTTERS HEADQUARTERS INC.

1	REPAIR PARTS - CHAINSAWS	\$103.96	A -8560-452-000	E	SHADE TREES-TRUCK REPAIR & M, R	11/21/24	11/21/24	521860
---	--------------------------	----------	-----------------	---	---------------------------------	----------	----------	--------

Total Purchase Orders: 75 Total P.O. Line Items: 130 Total List Amount: \$461,088.93 Total Void Amount: \$0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A	\$368,605.42	\$0.00	\$49,432.53	\$418,037.95
	5-G	\$37,229.63	\$0.00	\$5,821.35	\$43,050.98
Total Of All Funds:		<u>\$405,835.05</u>	<u>\$0.00</u>	<u>\$55,253.88</u>	<u>\$461,088.93</u>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	\$368,605.42	\$0.00	\$49,432.53	\$418,037.95
	G	\$37,229.63	\$0.00	\$5,821.35	\$43,050.98
Total Of All Funds:		<u>\$405,835.05</u>	<u>\$0.00</u>	<u>\$55,253.88</u>	<u>\$461,088.93</u>

LANCASTER VILLAGE
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	5-A	\$368,605.42	\$0.00	\$0.00	\$0.00	\$368,605.42
	5-G	\$37,229.63	\$0.00	\$0.00	\$0.00	\$37,229.63
	Total Of All Funds:	\$405,835.05	\$0.00	\$0.00	\$0.00	\$405,835.05

Batch Id: PAYROLL Batch Date: 11/22/24 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -1010-100-000 BOARD OF TRUSTEES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	1,553.82		1
A -1110-100-000 VILLAGE JUSTICE - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	2,441.07		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	683.69		3
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	5,999.15		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	2,015.38		5
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	332.26		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	135.00		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	16,460.10		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	230.77		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		11
A -3989-100-000 BUILDING INSP-PERSONAL SVCS-CODE ENFCMT Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		12
A -3990-100-000 DISASTER PREPAREDNESS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	140.77		13
A -4020-100-000 REGISTRAR VITAL STATS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	180.95		14

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -5010-100-000 STREETS ADMINISTRATION-PERSONAL SVCS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	6,635.40		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	6,139.91		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	546.24		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	4,012.61		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		20
A -7550-103-000 DPW - Regular Time Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		21
A -8020-100-000 PLANNING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	80.77		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	12,674.01		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	1,604.72		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	271.72		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	84.02		27

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	499.13-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		29
A -5132-405-000 SNOW REMOVAL-MEAL ALLOWANCES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		30
G -8115-100-000 ADMINISTRATION-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: G -200-000 CASH	2,936.55		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: G -200-000 CASH	5,786.04		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: G -522-000 EXPENDITURE CONTROL	0.00		33
A -3120-100-000 POLICE-PERSONAL SVCS-CROSSING GUARDS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -200-000 CASH	3,114.38		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		36
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		38
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		39
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 11/22/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		40
A -8090-100-000 ENVIRONMENTAL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/11/2024 Cr: A -200-000 CASH	2,800.50		41

WARNING: This account would have a negative balance: A -7550-100-000. Balance would be: 45,057.05-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	67,638.11	0.00	0.00	0.00	0.00	0.00
	G	8,722.59	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		76,360.70	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	76,360.70
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	39	

There are warnings in this listing, but can proceed with update.

Please note that batch lines with zero amounts will not be updated.

Batch Id: FICA Batch Date: 11/22/24 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 11/22/2024	5,244.37		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 11/22/2024	667.28		2
Db: G -522-000 EXPENDITURE CONTROL		Cr: G -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,244.37	0.00	0.00	0.00	0.00	0.00
	G	667.28	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		5,911.65	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	5,911.65
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	2	

There are NO errors in this listing.

LISTED CORRESPONDENCE

December 9, 2024

	1 st Motion	2 nd Motion	
1.	_____	_____	Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, inspections, and open complaints that were filed for properties within the Village of Lancaster from November 15, 2024 – November 26, 2024.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.	_____	_____	Correspondence from Wayne K. Cisco, Superintendent of Public Works, recommending the promotional appointment of Jonathan Stoldt to the position of Motor Equipment Operator due to seniority and experience following a posting at the Department of Public Works for all interested employees.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.	_____	_____	Correspondence from Eric Feldmann, Fire Chief, requesting approval to purchase seven (7) sets of new Fire-Dex gear from Dival Safety, in the amount of \$23,627.94, under NYS HIRES Contract # PC69018 with funds available through budget line A.3411.2602.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending to provide a negative declaration for SEQR for the Heritage House project at 14 & 16 West Main Street following review by the Commission at its November 21, 2024 meeting. (Note – Site plan review for this project is still in process.)
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending to provide a negative declaration for SEQR for the Bowtie Park project at 3815 & 3825 Walden Avenue, and further to approve the site plan for this project, following review by the Commission at its November 21, 2024 meeting. (Note – There are 2 separate letters attached for this correspondence.)
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending to approve the Change in Use for Vibe Yoga Lab, LLC, at 11 West Main Street, Suite 950, following review by the Commission at its November 21, 2024 meeting.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
7.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending to approve the Change in Use for Leroy Pizza, LLC (DBA Pizza 151, at 11 West Main Street, Suite 910, following review by the Commission at its November 21, 2024 meeting.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	

LISTED # 1
CORRESPONDENCE
MEETING DATE 12/9/2024

VILLAGE COVER SHEET

DECEMBER 2, 2024 BOARD MEETING

PERMITS ISSUED 10

VILLAGE PERMIT TOTAL

INSTALL ROOF	2
DUMPSTER	1
ERECT FENCE	2
INSTALL RESIDENTIAL PLUMBING	2
ERECT RESIDENTIAL ADD/ALT	2
ERECT COMMERCIAL ADD/ALT	1
TOTAL PERMITS FOR THE VILLAGE	10

4781 Transit Road Inc.	4781 Transit Rd.	Comm. Add/Alt.
Alison Parzych	20 Lakeside Cres.	Residential Add/Alt.
Great Day Improvements	15 Kelly Ct.	Residential Add/Alt.
Dave the Fence Guy	17 Briarwood Dr.	Fence
Mecca CC LLC	5207 Broadway	Comm. Add/Alt.
Gene Kennelley	120 Pleasant Ave.	Roof
Lanthier Plumbing & Heating	195 Aurora St.	Residential Plumbing
Carner Development	53 Lake Ave.	Fence
All Pro Plumbing LLC	191 Central Ave.	Residential Plumbing
Lucas James	19 E. Drullard Ave.	Dumpster
House Crafters LLC	1931 Como Park Blvd.	Roof

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 11/18/24</i>						
2024-0756	86 Parkview Ct	115.57-2-86	Trash/Rubbish	Closed	Susan Collins	
				Open Date: 11/18/24 Total #: 1		
<i>Open Date: 11/20/24</i>						
2024-0758	76 Harvey Dr	115.10-5-18	Misc	Closed	Susan Moscicki	
				Open Date: 11/20/24 Total #: 1		
<i>Open Date: 11/25/24</i>						
2024-0764	20 5th Ave	115.11-6-13	Misc	Open	Helen Guzdek	
				Open Date: 11/25/24 Total #: 1		
<i>Open Date: 11/26/24</i>						
2024-0765	5476 Broadway St	104.83-2-17	Interior Property Maint	Open	Frank Venditti	Kayla McCall
				Open Date: 11/26/24 Total #: 1		
				Grand Total: 4		



Village of Lancaster

Phone 716-683-1028

Fax 716-683-1029

www.lancastervillage.ny.gov

**Department of Public
Works**

Wayne Cisco
Superintendent of Public Works
E-Mail: wcisco@lancastervillage.org

Village of Lancaster Board of Trustees
Attn: Michael Stegmeier
5423 Broadway
Lancaster, NY 14086

December 4, 2024

RE: MEO Position Vacancy

Honorable Members of the Village Board,

On November 20, 2024, a sign-up sheet was posted at the Department of Public Works for all employees who are interested in becoming an MEO. Based on the attached sign-up sheet, Jonathan Stoldt is the top candidate due to seniority and experience. I have attached copies of the sign-up sheet and a list of interested employees in order based on seniority.

If you have any questions or concerns, please contact me.

Sincerely,



Wayne K. Cisco
Superintendent of Public Works
5200 Broadway
Lancaster, NY 14086
(716) 683-1028 x 302

PROMOTIONAL VACANCY SCHEDULE A

ANYONE INTERESTED IN BECOMING THE NEW

MEO

PLEASE SIGN BELOW

 STOLDT	 James Marcusco	
 MCadden		
 Lukowski		
 GUARDIA		

SIGN UP WILL BE POSTED FOR 15 DAYS PRIOR TO APPOINTMENT PER THE UNION CONTRACT. YOU MUST SIGN UP PRIOR TO 3:45 PM ON WEDNESDAY DECEMBER 4, 2024.



MEO Position Interest

1. Jonathan Stoldt
2. Anthony Guarino III
3. James Mancuso
4. Brian McCadden
5. Brian Lubkowski

Lancaster Fire Department



LISTED # 3
CORRESPONDENCE
MEETING DATE 12/9/2024

P.O. Box 15
5423 Broadway
Lancaster, NY 14086

Office: 716.683.1901
Fax: 716.683.1903
Email: info@lancasterfd.org

11/30/2024

Mayor Ruda and Honorable Village Board,

The Lancaster Fire Department would like to purchase 7 sets of new fire gear for our members out of our current budget line 1.3411.2602 that we currently have \$26,527.00. Attached is the New York State Contract pricing quote for Fire-Dex gear.

The current NYS Contract pricing for Fire-Dex gear is \$3,375.42 per set of gear and for 7 sets the total would come to \$23,627.94. Fire-Dex is the brand of gear that we switched to a couple of years ago and to keep our members in similar gear we would like to go with this quote.

Please let me know if you need more information.

Respectfully,

Eric Feldmann

Lancaster Fire Department

Fire Chief



1721 Niagara St • Buffalo, NY 14207 • Phone: 800.3431354 • Fax: 716.874.4686 • www.divalsafety.com

Bill to: LANCASTER FIRE DEPARTMENT
 PO BOX 15
 LANCASTER NY 14086

Ship to: LANCASTER FIRE DEPARTMENT
 5423 BROADWAY
 ATTN: ASST CHIEF TOM K
 LANCASTER NY 14086

<u>CUSTOMER NUMBER</u>	<u>CONTACT</u>	<u>PRINT DATE</u>
103603	TOM K	12/04/24

<u>ORDER NUMBER</u>	<u>CUSTOMER PURCHASE ORDER</u>	<u>SALES REPRESENTATIVE</u>	<u>INSTRUCTIONS</u>
CA312 00	QUOTE FIREDEX SETS	160 JIM DICK	

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
7		7	EA	NYS HIRES CONTRACT # PC69018 FMXTG71LFDcoat Fire-Dex FMX, lancaster fire department coat	\$1973.46000	\$13814.22 T
7		7	EA	FMXTG71LFDpant Fire-Dex FMX, lancaster fire department pant *** CUSTOMER DOES NOT REQUIRE A VOUCHER *** PRICING VALID THROUGH 11/27/2024 THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU!	\$1401.96000	\$9813.72 T

Quote Confirmation - Not an Invoice

Total Line Items 2

* COMPLETE *

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$23627.94	.000		\$23627.94



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 38232 – Hazardous Incident Response Equipment (HIRE) Classification Code(s): 41, 42, 43, 46, 85, 92
Award Number	:	<u>23173</u> (Replaces 22872)
Contract Period	:	June 1, 2020 – May 31, 2025
Bid Opening Date	:	September 10, 2019
Date of Issue	:	June 1, 2020 (revised November 5, 2024)
Specification Reference	:	As Incorporated In The Solicitation
Contractor Information	:	Begins on Page 3 of This Award

Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Bradford Deforge		Procurement Services
Title	: Contract Management Specialist I		Customer Services
Phone	: 518-473-3876	Phone	: 518-474-6717
Fax	: N/A	Fax	: 518-474-2437
E-mail	: psghire@ogs.ny.gov	E-mail	: customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The purpose of these Contracts is to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL).

PR #23173

(continued)



Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contractor Information Summary

Updated: October 11, 2024

Group 38232 - HAZARDOUS INCIDENT RESPONSE EQUIPMENT (HIRE) STATEWIDE		
Award Number:	23173	Contract Period <i>June 01,2020 - May 31, 2025</i>

OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
* PC69018	DiVal Safety Equipment, Inc. 1721 Niagara St. Buffalo, NY 14207	Federal ID: 16-1104585 NYS Vendor ID: 1000003488
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69021	Galls, LLC 1340 Russell Cave Road Lexington, KY 40505	Federal ID: 20-3545989 NYS Vendor ID: 1000040127
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69022 WB SB	Hi-Tech Fire & Safety, Inc. 120 Toledo St. Farmingdale, NY 11735	Federal ID: 11-2984005 NYS Vendor ID: 1000024515
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69023	Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls, NY 12590	Federal ID: 13-2587752 NYS Vendor ID: 1000026166
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69024 WB	LAURUS Systems, Inc. 3460 Ellicott Center Dr. Suite 101 Ellicott City, MD 21043	Federal ID: 52-2326481 NYS Vendor ID: 1000009468
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69032	Leonardo US Cyber and Security Solutions, LLC. 4221 Tudor Lane Greensboro, NC 27410	Federal ID: 98-0353098 NYS Vendor ID: 1100121125
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>
PC69026	Municipal Emergency Services, Inc. 66 Firemen's Way Poughkeepsie, NY 12603	Federal ID: 65-1051374 NYS Vendor ID: 1000048430
		<u>Contractor Information</u> <u>Pricing Information</u> <u>Authorized Reseller Listing</u>



LISTED # 4
CORRESPONDENCE
MEETING DATE 12/9/2024

December 5, 2024

Lynne Ruda, Mayor
Village Board of Trustees
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Re: Heritage House
14 & 16 West Main St., Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on November 21, 2024, the Planning Commission reviewed the request submitted by the petitioner, Dick Young, and moved to recommend the Village provide a negative declaration for SEQR.

Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to call me at 716-864-0484.

Respectfully submitted,

Mike Reinhold

Mike Reinhold /AMD
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief
Dick Young, Petitioner

Project:	Heritage House: 14 & 16 West Main
Date:	11/21/24

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Name of Lead Agency	Date 11/21/24
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer Planning Commission Chairman
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer) Mike Reinhold



LISTED # 5
12/9/2024

December 5, 2024

Lynne Ruda, Mayor
Village Board of Trustees
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Re: Bowtie Park
3815 & 3825 Walden Ave., Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on November 21, 2024, the Planning Commission reviewed the request submitted by the petitioner, Jim Basil, and moved to recommend the Village provide a negative declaration for SEQR.

Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to call me at 716-864-0484.

Respectfully submitted,

Mike Reinhold

Mike Reinhold *AMD*
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief
Jim Basil, Petitioner

Project: Bowtie Park: 3815 & 3825 Walden Ave.

Date: 11/21/24

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	11/21/24
Name of Lead Agency	Date
_____	Planning Commission Chairman
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	Mike Reinhold
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)



December 5, 2024

Lynne Ruda, Mayor
Village Board of Trustees
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Re: Bowtie Park
3815 & 3825 Walden Ave., Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on November 21, 2024, the Planning Commission reviewed the request submitted by the petitioner, Jim Basil, and moved to recommend approval of the site plan.

Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to call me at 716-864-0484.

Respectfully submitted,

Mike Reinhold

Mike Reinhold *AMD*
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief
Jim Basil, Petitioner



LISTED # 6
CORRESPONDENCE
RECEIVED DATE 12/19/2024

December 5, 2024

Lynne Ruda, Mayor
Village Board of Trustees
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Re: Vibe Yoga Lab, LLC
11 W. Main St. Ste. 950, Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on November 21, 2024, the Planning Commission reviewed the request submitted by the petitioner, Vibe Yoga Lab, LLC, and moved to recommend approval of the change in use.

Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to call me at 716-864-0484.

Respectfully submitted,

Mike Reinhold /*MRD*
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief
Holliann Schrantz, Petitioner



LISTED # 7
CORRESPONDENCE
MEETING DATE 12/9/2024

December 5, 2024

Lynne Ruda, Mayor
Village Board of Trustees
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Re: Pizza 151 910
11 W. Main St. Ste. 9, Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on November 21, 2024, the Planning Commission reviewed the request submitted by the petitioner, Leroy Pizza LLC (DBA Pizza 151), and moved to recommend approval of the change in use.

Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to call me at 716-864-0484.

Respectfully submitted,

Mike Reinhold

Mike Reinhold *amp*
Chairperson, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer
Wayne Cisco, Dept. of Public Works
Matt Fischione, Code Enforcement Officer
Eric Feldman, Lancaster Village Fire Chief
Eric LeVan, Petitioner

RESOLUTIONS

December 9, 2024

	1 st Motion	2 nd Motion	
1.	_____	_____	Resolution to approve final budget amendments and budget transfers in the General Fund and Sewer Fund, as presented by the Clerk-Treasurer, for the fiscal year ended May 31, 2024.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	Resolution authorizing Mayor Ruda to sign and execute an Agreement with New York State Energy Research and Development Authority (NYSERDA) for a Clean Energy Communities 2 Star Designation Grant for electric landscaping equipment for the DPW and Fire Department and an energy study at the North End Fire Hall at 24 West Drullard Avenue.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	Resolution to select LaBella Associates as the approved administrative consultant for the New York Forward Small Project Fund program, and further authorizing Mayor Ruda to sign and approve an Agreement with LaBella Associates for these services as outlined in their proposal dated October 1, 2024.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
6.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
8.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
9.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

VILLAGE OF LANCASTER
 BUDGET TRANSFERS
 FISCAL YEAR ENDED 5/31/2024

GENERAL FUND

FROM		TO	
Account #	Description	Account #	Description
Board of Trustees			
A1990.900	Special Items - Contingent Account	A1010.4359	Engineering Svcs
A1990.900	Special Items - Contingent Account	A1010.200	Equipment
A1990.900	Special Items - Contingent Account	A1010.4353	Special Counsel
A1010.4354	Grant Writer	A1010.4351	Auditor
A1010.4358	Safety Training Svcs	A1010.4351	Auditor
A1010.470	Expense & Travel	A1010.401	Office Supplies
A1010.470	Expense & Travel	A1010.430	Printing & Advertising
Village Justice			
A1110.435	Contractual Svcs	A1110.409	Law Books
Executive Mayor			
A1210.401	Office Supplies	A1210.402	Plaques & Awards
A1210.401	Office Supplies	A1210.485	Cell Phone
Clerk - Treasurer			
A1325.470	Expense & Travel	A1325.401	Office Supplies
A1325.470	Expense & Travel	A1325.430	Printing & Advertising
A1325.470	Expense & Travel	A1325.434	Prof Services / Copier & Postage Leases
A1325.470	Expense & Travel	A1325.436	Postage
Law / Attorney			
A1990.900	Special Items - Contingent Account	A1420.471	Miscellaneous Legal Fees
A1420.470	Expense & Travel	A1420.401	Office Supplies
A1420.470	Expense & Travel	A1420.409	Law Books
A1420.470	Expense & Travel	A1420.435	Contractual Svcs / Equip Lease
			Amount
			\$70,500.00
			\$11,300.00
			\$9,900.00
			\$6,050.00
			\$2,000.00
			\$5.00
			\$475.00
			\$250.00
			\$100.00
			\$150.00
			\$50.00
			\$2,000.00
			\$550.00
			\$100.00
			\$1,500.00
			\$1,200.00
			\$150.00
			\$100.00

Elections									
A1990.900	Special Items - Contingent Account		A1450.435		Contractual Svcs - Election Inspectors				\$2,550.00
Shared Services									
A1910.400	Special Items - Unallocated Insurance		A1620.435		Contractual Services				\$12,300.00
A9060.800	Employee Benefits - Health Insurance		A1620.200		Equipment				\$9,400.00
A1620.438	Electric		A1620.431		Elevator Maintenance				\$380.00
A1620.438	Electric		A1620.437		Fire Alarm Maintenance				\$220.00
A1620.438	Electric		A1620.439		Telephone				\$2,600.00
A1620.438	Electric		A1620.440		Gas				\$1,100.00
North End Fire Hall									
A9060.800	Employee Benefits - Health Insurance		A1621.440		Gas				\$2,400.00
A9060.800	Employee Benefits - Health Insurance		A1621.450		Repairs				\$1,700.00
A1621.438	Electric		A1621.419		Janitorial Supplies				\$100.00
A1621.438	Electric		A1621.437		Fire Alarm Maintenance				\$75.00
A1621.438	Electric		A1621.439		Telephone				\$525.00
DPW Garage									
A9060.800	Employee Benefits - Health Insurance		A1640.450		Building & Grounds Maintenance				\$9,000.00
A1621.1	NEFH - Personal Services / Salaries		A1640.1		Personal Services / Salaries				\$4,700.00
A1640.403	Uniforms		A1640.402		Janitorial Supplies				\$400.00
A1640.403	Uniforms		A1640.435		Contractual Services				\$5,300.00
A1640.403	Uniforms		A1640.437		Fire Alarm Maintenance				\$100.00
A1640.439	Electric		A1640.431		Telephone				\$2,300.00
A1640.440	Gas		A1640.441		Water				\$200.00
A1640.440	Gas		A1640.453		Repairs				\$1,300.00
A1640.440	Gas		A1640.455		Fleet Maintenance Software				\$1,200.00
Special Items									
A1990.900	Special Items - Contingent Account		A1950.400		Taxes / Assessments - Municipal Property				\$5.00

Police/ Crossing Guards							
A3120.403	Uniform Allowances		A3120.435		Police - Contractual Svcs		\$100.00
Fire Dept.							
A3411.471	Physicals		A3411.26015		Hose Adapters / Fittings		\$65.00
A3411.471	Physicals		A3411.26019		First Aid		\$375.00
A3411.471	Physicals		A3411.26023		Fire Extinguishers		\$175.00
A3411.471	Physicals		A3411.416		Gasoline & Oil		\$210.00
A3411.471	Physicals		A3411.479		Yearly Svc & Certification / Inspections		\$150.00
A3411.2604	Monitor Pagers		A3411.456		Repairs & Maintenance by DPW		\$5,000.00
A3411.440	Recruitment / Retention Program		A3411.456		Repairs & Maintenance by DPW		\$3,100.00
A3411.470	Training		A3411.477		Red Alert / Technology Equipment & Services		\$5,950.00
Safety & Bldg Inspection							
A3989.100	Code Enforcement - Personal Svcs/ Salaries		A3620.100		Personal Services		\$1,950.00
A3989.100	Code Enforcement - Personal Svcs/ Salaries		A3989.435		Bldg Inspection - Town Contractual Svcs		\$7,600.00
A3989.100	Code Enforcement - Personal Svcs/ Salaries		A3989.437		Bldg Inspection - Technology & Data Svcs		\$1,000.00
A3989.100	Code Enforcement - Personal Svcs/ Salaries		A3989.450		Bldg Inspection - Land Bank Fees & Svcs		\$1,050.00
A3989.100	Code Enforcement - Personal Svcs/ Salaries		A3989.475		Bldg Inspection - Property Maintenance Svcs		\$100.00
Disaster Prep							
A3990.402	Miscellaneous Supplies		A3990.401		Office Supplies		\$160.00
A3990.479	Pagers		A3990.480		Jumpsuits		\$75.00
Streets Admin.							
A9060.800	Employee Benefits - Health Insurance		A5010.403		Computer Software		\$7,800.00
A9060.800	Employee Benefits - Health Insurance		A5010.406		Professional Training		\$9,000.00
A5010.402	Office Supplies		A5010.430		Printing & Advertising		\$50.00
A5010.402	Office Supplies		A5010.442		Safety & Training		\$650.00
A5010.402	Office Supplies		A5010.472		Alcohol & Drug Testing		\$300.00

Streets Maint.								
A5110.434	Paving & Reconstruction		A5110.413	Resurfacing Materials				\$3,500.00
A5110.434	Paving & Reconstruction		A5110.416	Gasoline & Oil				\$14,500.00
A5110.434	Paving & Reconstruction		A5110.417	Tires & Batteries				\$1,000.00
A5110.434	Paving & Reconstruction		A5110.419	Tools & Paint				\$3,800.00
A5110.434	Paving & Reconstruction		A5110.435	Service Maintenance Contract				\$600.00
A5110.434	Paving & Reconstruction		A5110.452	Repairs & Maint - Trucks / Equipment				\$3,600.00
Snow Removal								
A5132.414	Materials - Snow Plow Parts		A5132.416	Gasoline & Oil				\$1,800.00
Street Lighting & Sidewalks								
A5182.438	Electric - Highway Lighting NYSEG		A5182.435	Street Lighting - Maintenance & Repairs				\$1,800.00
A5182.450	Repair Street Light Bases		A5182.435	Street Lighting - Maintenance & Repairs				\$2,500.00
Parks								
A5110.1	Streets Maint - Personal Svcs		A7110.1	Parks - Personal Svcs				\$5,000.00
A9060.800	Employee Benefits - Health Insurance		A7110.441	Water				\$10,600.00
A7110.200	Equipment		A7110.414	Materials - Other				\$3,200.00
A7110.432	Fertilizer / Weed Control		A7110.475	North End Playground				\$100.00
Historian / Historic District								
A7520.434	HPC Professional Svcs		A7520.200	Historic District - Equipment				\$1,000.00
Celebrations								
A7550.410	New Year's Eve		A7550.402	Independence Days				\$1,000.00
A7550.417	175th Anniversary		A7550.413	Fall Fest				\$4,000.00
A7550.425	Christmasville / Tree Lighting		A7550.435	Events Director - Contractual Svcs				\$650.00
Planning Commission								
A8020.435	Consultant Svcs		A8020.401	Office Supplies				\$1,000.00

Refuse & Garbage									
A5110.1	Streets Maint - Personal Services		A8160.1		Personal Services / Salaries				\$18,600.00
A5110.434	Streets Maint - Paving & Reconstruction		A8160.416		Gasoline & Oil				\$5,000.00
A9060.800	Employee Benefits - Health Insurance		A8160.434		Contractual Svcs - Disposal				\$25,000.00
A7110.415	Parks - Chemicals & Fertilizer		A8160.417		Tires & Batteries				\$200.00
A7110.415	Parks - Chemicals & Fertilizer		A8160.453		Equipment Repair & Maintenance				\$2,200.00
Street Cleaning									
A5410.400	Sidewalks - Contractual Expenses		A8170.1		Personal Services / Salaries				\$15,000.00
A5410.400	Sidewalks - Contractual Expenses		A8170.416		Gasoline & Oil				\$3,100.00
Drainage									
A5132.1	Snow Removal - Personal Svcs		A8540.100		Personal Services / Salaries				\$27,000.00
A8540.416	Gasoline & Oil		A8540.414		Materials & Pipe				\$3,000.00
A8540.435	Contractual Svcs - MS4 Compliance		A8540.414		Materials & Pipe				\$3,000.00
Shade Trees									
A8510.100	Beautification - Personal Services		A8560.100		Personal Services				\$20,000.00
A5132.1	Snow Removal - Personal Svcs		A8560.100		Personal Services				\$4,200.00
A8560.434	Trees		A8560.416		Gasoline & Oil				\$1,800.00
A8560.434	Trees		A8560.452		Truck Repair & Maintenance				\$1,200.00
Employee Benefits									
A9060.800	Hospital & Medical Insurance		A9030.800		FICA Expenses - Social Security & Medicare				\$5,800.00
A9060.800	Hospital & Medical Insurance		A9050.800		Unemployment Insurance				\$1,300.00
A9060.800	Hospital & Medical Insurance		A9089.800		Other - Employee Assistance Program				\$3,500.00
Interfund Transfers									
A9060.800	Hospital & Medical Insurance		A9901.2		Interfund Transfer - Capital Fund				\$101,200.00
A9710.6	Debt Service - Serial Bond - Principal		A9901.1		Interfund Transfer - Debt Service				\$205,000.00
A9710.7	Debt Service - Serial Bond - Interest		A9901.1		Interfund Transfer - Debt Service				\$37,977.00
Assign Fund Balance									
A909	Fund Balance - General Fund		A5110.200		Streets Maint - Equipment (Sweeper)				\$284,933.00

VILLAGE OF LANCASTER
 BUDGET TRANSFERS
 FISCAL YEAR ENDED 5/31/2024

SEWER FUND

FROM		TO	
Account #	Description	Account #	Description
Administration			
G1990.400	Special Items - Contingent Account	G8115.430.2	Printing - CTO
G1990.400	Special Items - Contingent Account	G8115.436.2	Postage - CTO
G1990.400	Special Items - Contingent Account	G8115.451	Software Maintenance - CTO
G1990.400	Special Items - Contingent Account	G8115.471	Training
Sanitary Sewers			
G1990.400	Special Items - Contingent Account	G8120.416	Fuel & Lube Products
G1990.400	Special Items - Contingent Account	G8120.453	Repairs & Maint to Equipment
Interfund Transfers			
G9710.6	Debt Service - Serial Bonds Principal	G9901.1	Interfund Transfer - Debt Service Fund
G9710.7	Debt Service - Serial Bonds Interest	G9901.1	Interfund Transfer - Debt Service Fund
G1990.400	Special Items - Contingent Account	G9730.700	Bond Anticipation Notes - Interest
Assign Fund Balance			
G909	Fund Balance - General Fund	G9901.200	Interfund Transfer - Capital Fund
			\$2,000.00
			\$1,500.00
			\$500.00
			\$200.00
			\$1,200.00
			\$4,500.00
			\$365,000.00
			\$31,704.00
			\$15,800.00
			\$400,000.00

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

RESOLUTION # 2
MEETING DATE 12/19/2024

1. Agreement Number: 242085
2. Contractor: Village of Lancaster
3. Project Director: Amy Stypa
4. Effective Date: December 2, 2024
5. Total Amount of Award: \$46,600.00
6. Project Period: December 2, 2024 - December 31, 2027
7. Expiration Date: June 30, 2028
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE
UNLESS EXECUTED BELOW BY NYSERDA

Village of Lancaster

NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature: _____

Signature: _____

NYSERDA Authorized Signatory

Name: _____

Title: _____

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Village of Lancaster
CEC101439

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

The Village of Lancaster (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

At the request of the Contractor, the scope of this project includes conducting one or more Clean Energy Communities (CEC) Energy Studies. The study(ies) will be prepared by a third-party vendor working on NYSERDA's behalf. This cost will be paid directly by NYSERDA to the third-party vendor. An amount equal to the cost of the CEC Energy Study(ies) has been deducted from the original grant award. This deduction is reflected in the Total Amount of Award listed at the top of this contract.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Electric Landscaping Equipment

Contractor will purchase the electric landscaping equipment for the address(es) listed below. The applicant will prepare detailed specifications on the exact type(s) and model(s) during the project design phase. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before purchasing the electric landscaping equipment.

- 5200 Broadway, Lancaster, NY 14086

The estimated savings of this component is 28 metric tons of carbon dioxide equivalent (MTCO_{2e}).

Project Component: Clean Energy Communities (CEC) Energy Study(ies) and Building Upgrades

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor to complete a CEC Energy Study for the following facility(ies):

- 24 W Drullard, Lancaster, NY 14086

The Contractor shall take reasonable efforts to assist the NYSERDA-assigned vendor at the vendor's direction to complete the study, including but not limited to:

- Conducting a comprehensive walk through of the identified facility(ies)
- Interviewing site staff
- Collecting equipment nameplate and operational data
- Collecting and conducting utility bill analysis of no less than 12-months of use data
- Preparing an energy study report to be circulated among elected officials and staff

- Conducting a debrief with municipal officials to review the findings and recommendations presented in the report

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Electric Landscaping Equipment

Requirements for this component:

- The landscaping equipment must be new plug-in or battery electric equipment.
- Equipment must be purchased and owned by the municipality, not leased.

- Equipment shall be fully operational to receive final grant payment. The equipment shall be in continuous use by the municipality for a period of at least four (4) years.
- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

Project Component: Clean Energy Communities (CEC) Building Upgrades

Requirements for this component:

The funding may be used for the following purposes:

- Measures that are recommended in a NYSERDA Clean Energy Communities (CEC) Energy Study or ASHRAE Level II or III Energy Audit including:
 - Lighting upgrades and lighting controls - indoor and outdoor
 - High-efficiency motors, motor controls, variable speed drives
 - Electric heating, ventilation & air conditioning (HVAC) improvements
 - Building shell
 - Energy management / building management systems (EMS/BMS)
 - Demand Control Ventilation
 - Solar thermal
 - Water and Wastewater Treatment Process Improvements

The building, facility, and installed equipment must be owned by the Contractor.

NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.

The Contractor may determine which eligible upgrades to implement provided the upgrades are recommended in an CEC Energy Study or ASHRAE Level II or III Energy Audit.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the

NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

1.0 Project Component: Electric Landscaping Equipment

Deliverables for this component:

- Quotes for purchase of electric landscaping equipment or comparable information.
- Metrics Workbook (in Excel format) reflecting the specifications of equipment purchased.

1.1 Project Component: Clean Energy Communities (CEC) Energy Study(ies)

Deliverables for this component:

- Copy of the final CEC Energy Study(ies). Submission of a CEC Energy Study constitutes acceptance of the study by the Contractor.

1.2 Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Quotes providing for the implementation of Building Upgrades that meet all requirements, or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of work to be performed.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

2.0 Project Component: Electric Landscaping Equipment

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the specifications of equipment purchased.

2.1 Project Component: Clean Energy Communities (CEC) Building Upgrades

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of work as built.
- Additional incentive program applications or comparable information, if applicable

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1.0	12/31/2025	Planning Phase – Electric Landscaping Equipment	\$9,350.00
1.1	12/31/2025	Planning Phase – CEC Energy Study(ies)	\$0.00
1.2	12/31/2025	Planning Phase – Clean Energy Communities (CEC) Building Upgrades	\$2,310.00
Project Completion Phase			
2.0	12/31/2027	Completion Phase – Electric Landscaping Equipment	\$28,000.00
2.1	12/31/2027	Completion Phase – Clean Energy Communities (CEC) Building Upgrades	\$6,940.00
		Total Project Budget	\$46,600.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA

reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserdera.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract

execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, Contractor shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by Contractor or any of Contractor's affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or Contractor.

Article XI

Insurance

Section 11.01. Maintenance of Insurance: Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and

\$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by

NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov
Personal Delivery: Reception desk at the above address

Village of Lancaster
Name: Amy Stypa
Title: Sustainability Coordinator
Address: 5423 Broadway, Lancaster, NY, 14086
Facsimile Number: (716) 684-4830
E-Mail Address: sustainability@lancastervillageny.gov

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the

information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York.” Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor’s policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation

concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA

to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development

625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) “Set-off” means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole

effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00).

Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.

RESOLUTION # 3
MEETING DATE 12/9/2024

Professional Services Agreement

Agreement made the _____ day of _____, 20__
between

LaBella Associates, D.P.C.
("LaBella")

and

Village of Lancaster
("Client")

for services related to the following Project:

NY Forward Small Project Fund
Grant Administration Services

("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated September 30, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;

- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Village of Lancaster

By: _____

By: _____

Name Ed Flynn

Name Lynne Ruda

Title VP Planning

Title Mayor

Date: _____

Date _____

Exhibit A
LaBella's Proposal



September 30, 2024

Michael Stegmeier
Clerk-Treasurer
Village of Lancaster
5423 Broadway
Lancaster, NY

RE: Project Management & Administration - New York Forward Small Project Fund

Dear Mr. Stegmeier:

LaBella Associates (LaBella) is pleased to submit our response to the Village of Lancaster's (Village) request for the provision of project management and administration services for the Village's recently received New York Forward Initiative (NYF) Small Project Fund (SPF). We have experienced first-hand the transformational impact that the successful implementation of these funds can have on communities across New York State and look forward to the opportunity to partner with you on this project.

Our team has extensive grant experience and well-established relationships with the funding agency that oversees project implementation. I, Michael Cocquyt, will serve as the Project Manager and the Village's primary point of contact, and bring to the project a decade of experience serving mostly municipal clients. In this time, I have been able to assist communities with development and revitalization efforts through state funding programs like DRI, NYMS, and CDBG.

We have a strong understanding of the Village of Lancaster. LaBella's longstanding relationship with the Village of Lancaster has afforded us the unique opportunity to spearhead transformative initiatives, including the Village's New York Forward process, Downtown Development Strategy, and the joint Comprehensive Plan with the Village of Depew. Through these collaborations, we have deepened our understanding of the community's vision – and are excited to once again assist the Village with driving impactful building and business enhancements.

Our multi-disciplinary team can provide the diverse services needed to see the projects through construction. In addition to a team of grant administrators and planners, our LaBella team includes environmental staff that can assist applicants on an as-needed basis.

Making a positive impact in the communities we serve is our passion. This proposal demonstrates our capacity to assist the Village with program administration and the successful implementation of the grant. If you would like to discuss our proposal further, please do not hesitate to contact me at (585) 287-9087 or mcocquyt@labellapc.com.

Respectfully submitted,

LaBella Associates

Michael Cocquyt, MBA, CPRP
Project Manager

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Experience & Capacity



ORGANIZATION INFORMATION & SERVICES CAPABILITY

ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that's a given, right?



But here's what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional performance on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture – has been since our inception in 1978. And it affects client outcomes in profound ways. It means we're built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our reach is widespread with staff located throughout the country and Europe. We're headquartered in Rochester, NY– but our impact is seen, felt, and experienced around the world.

SOLVE COMPLEX PROBLEMS



ENHANCE OUR EXPERIENCE



ADVOCATE FOR THE FUTURE



LEAD THE WAY



INFRASTRUCTURE

We're planning, designing, and building the systems and structures that enable modern life. It's innovation meets heavy-duty insight.

BUILDINGS & FACILITIES

It's about more than creating, maintaining, and resurrecting the buildings in which we work, learn, and engage – it's about beautifying and bettering the communities we call home.

WASTE, RECYCLING, & ENVIRONMENTAL

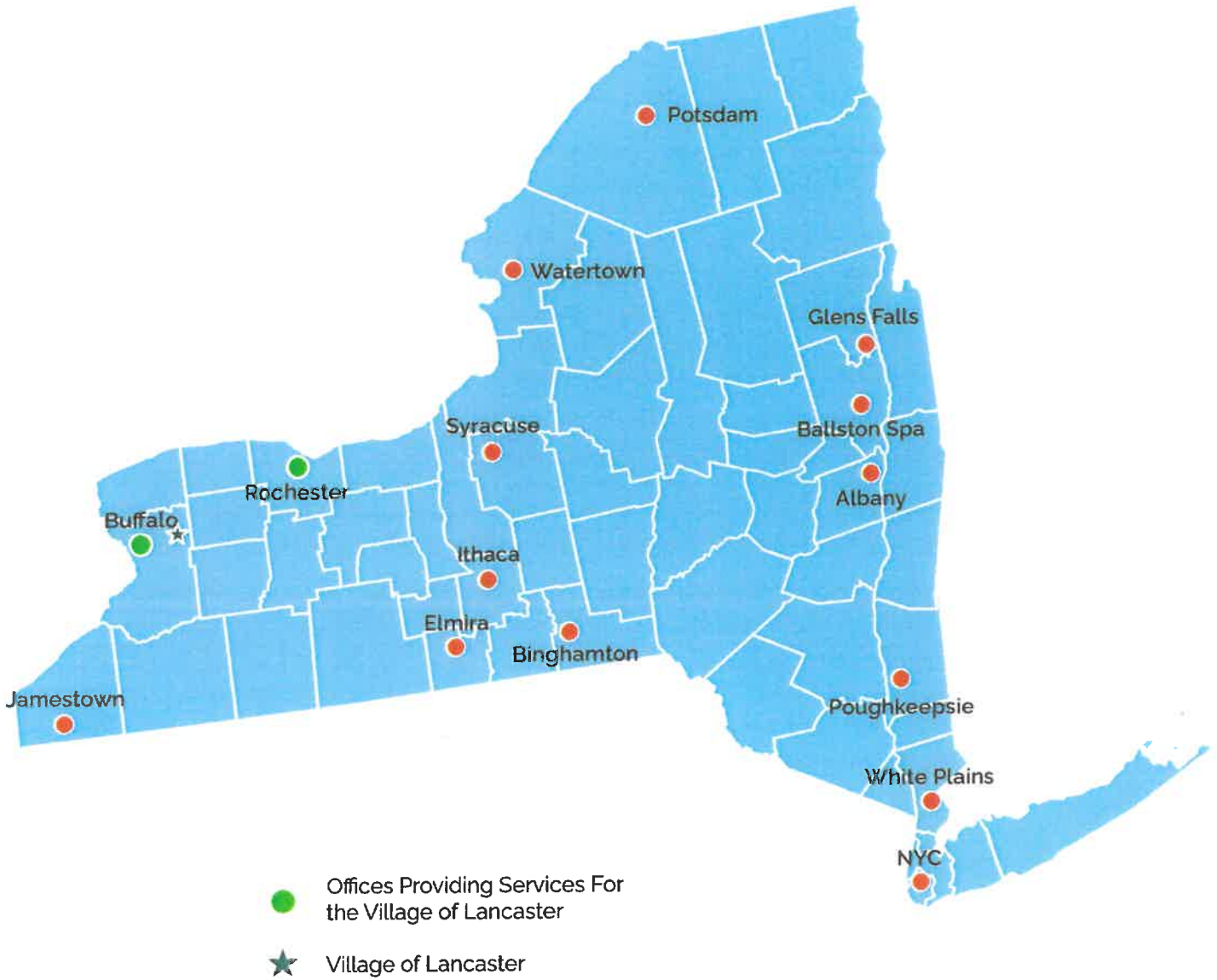
Our services are leading the way to help study, restore, and safeguard the land, air, and waterways in and around our communities.

ENERGY

From traditional energy sources to renewable ones, we're helping power our regions through energy resource management, transmission, and distribution.

WHERE WE ARE

New York Office Locations



TECHNICAL CAPABILITIES

Areas of Firm Expertise

Architecture

- Architectural Design
- Project Management
- Development Scheduling
- Code Reviews & ADA Compliance
- Site Selection & Analysis
- Feasibility Studies
- Land Use Master Planning
- Space Planning
- Site/Sports Planning
- Computer-Aided Design & Drafting
- Facilities Evaluation & Planning
- Project Programming
- Cost Analysis
- Resident Project Representation

Building Code & Life Safety Services

- Municipal Plan Review, Inspection, & Code Analysis
- Building & Fire Code Evaluation
- Design Document Review
- Healthcare Risk Assessments & Code Training
- Electrical Safety & Arc Flash Compliance
- Health & Safety Training & Consulting

Civil Engineering

- Water Supply, Treatment, & Distribution
- Wastewater Collection & Treatment
- Gas Design, Including Leak-Prone Main, Gate, & Regulator Stations & Service Connections
- Stormwater Management
- Site Design



LaBella's wide breadth of services is what differentiates us.

- State & Local Permitting
- Athletic Facility Design
- Pedestrian & Vehicular Traffic Circulation

Commissioning Services

- Evaluation of Facility Requirements
- Compliance & Performance Reviews
- Field Verification
- Identify & Correct System Installation Deficiencies
- Review of Operations & Maintenance Manuals for Compliance
- Post Construction Assessments
- NYSERDA & LEED Commissioning
- Retro-Commissioning

Construction Engineering & Inspection

- Construction Inspection & Administration
- Scheduling
- Review of Drawings & Materials Submissions
- Maintenance & Protection of Traffic
- Constructability Reviews

Drilling

- Direct Push, Hollow Stem Auger, & Sonic Drilling of Unconsolidated Materials
- Wash Rotary, Air Hammer, & Coring Methods for Bedrock
- Depth Discrete Soil & Groundwater Sampling Via Direct Push
- Monitoring Well Installation & Development
- Remedial Well Installation
- Overwater Barge Drilling & Sampling
- Membrane Interface Probe (MIP) & Laser-Induced Fluorescence (LIF)
- Geotechnical (Standard Split Spoon & Shelby Tube Sampling)
- Well Decommissioning

Electrical Engineering

- Power Distribution Systems & Emergency Power
- Lighting & Life Safety Design
- Fire Alarm Engineering
- Security & Access Control Systems

TECHNICAL CAPABILITIES

- Telephone & Data Communications
- Electric Utility Engineering
- Process Control & Instrumentation

Energy Engineering

- Energy Auditing & Lighting Surveys
- Energy Master Planning
- Energy Metering & Monitoring
- Performance Contracting Assistance
- Energy Conservation Measures: Evaluation & Design
- Alternative Fuels: Biomass & Biogas
- Distributed Energy Resources: CHP, PV, & Wind
- Economic Analysis & Life Cycle Cost Analysis
- Rebate Assistance & Third-Party Reviews
- Facility Benchmarking
- LEED Assistance
- NYSERDA Program Services

Environmental Consulting & Ecological Services

- Phase I & II Environmental Site Assessments
- Remediation
- Brownfields
- Asbestos, Lead, & Mold Abatement Design
- Water Supply & Resources
- Water Resource Management
- Air Modeling
- Air Quality Services
- Industrial Hygiene & Safety
- Site Analysis & Site Selection
- Wetland & Stream Delineation & Permitting
- Ecological & Wildlife Studies
- SEQR/NEPA
- Air Permitting

Geographic Information Systems (GIS)

- Project Scoping
- ArcGIS Enterprise Administration
- ArcGIS Online Administration
- Web-Based Mapping Applications
- Custom Python Tools & Scripting
- Custom Application Development (Desktop, Web, & Mobile Solutions)
- Website Design & Implementation
- Data Design & Database Management
- Field-Data Workflow Development & Management
- Geospatial Analysis
- Cartography & Map Design
- 3D GIS
- Visualizations
- Indoor GIS
- ArcGIS Utility Network

Geotechnical Engineering

- Subsurface Investigations
- Foundation Design
- Slope Stabilization
- Retaining Walls
- Dams
- Stream Restoration & Culverts

Interior Design

- Interior Design
- Space Utilization
- Furniture, Fixtures, Equipment, & Technology Integration

Landscape Architecture

- Master Planning
- Open Space Planning
- Feasibility Studies
- Land Use Analysis
- Site Design/Schematic Design

- Visual Assessments & Simulations
- Parks & Recreation Design
- Planting & Site Lighting Plans
- Landscape Restoration & Climate Adaptive Design
- Athletic Facilities
- Trail Planning & Design
- Streetscapes

Land Surveying

- Topographic Surveys
- ALTA/ASCM Land Title Surveys
- Property Line Surveys
- Construction Layout
- Right-of-Way Mapping
- 3D High-Definition Laser Scanning
- GPS Surveying: Static & RTK
- Digital Terrain Modeling
- Photogrammetric Control Surveys
- Land Records Research

Mechanical Engineering

- HVAC/Precision Cooling System Design
- Plumbing & Fire Protection
- Distribution Systems
- Building Systems & Controls
- Facilities Evaluation & Design
- Industrial Process Piping & Systems
- Geothermal
- Solar Thermal

Planning

- Downtown Revitalization & Development
- Economic & Market Analysis
- Comprehensive Planning
- Grants & Financing
- Community Engagement
- Environmental Review
- Active Transportation
- Public & Private Development Services

TECHNICAL CAPABILITIES

- Geographic Information Systems (GIS)

Power Systems

Transmission & Distribution

- Routing Analysis/Conceptual Design
- Survey-Topographical Survey/LiDAR
- Subsurface Utility Engineering
- Geotechnical Investigations
- Plan & Profile Drawings: OH & UG
- Trenchless Technologies
 - Horizontal Directional Drill
 - Jack & Bore
 - Micro Tunnel
- Civil Construction & Traffic Control Plans
- Permitting Support
- Engineering Construction Support



Our project teams are comprised of professionals from diverse disciplines working together in partnership to tackle our toughest challenges.

Substations

- Project Requirements & Equipment Specifications
- Geotechnical Studies
- Soil Resistivity Studies
- Ground Impedance Studies
- Topographical Survey
- Conceptual Design
- In-Ground Detailed Design
- Above-Ground Detailed Design
- System Protection & Controls Detailed Design
- Permitting Assistance

- Stormwater Pollution Prevention Plan
- Spill Prevention, Control & Countermeasure (SPCC) Plan

Program Management

- Portfolio & Program Management
- Project Management
- Procurement Coordination & Expediting
- Project Scheduling & Controlling
- Cost Analysis
- Risk Management

Renewable Energy

- Interconnection Design
- Site Plan Design & Approval
- Stormwater Design & Inspection
- ALTA & Topographic Survey
- Wetland & Stream Delineation Services & Mitigation
- Agricultural Monitoring
- Geotechnical Investigation & Report
- Pile Pull/Load Testing & Report
- Critical Issue Analysis/Site Due Diligence



The pursuit of partnership is embedded in our culture – has been since our inception in 1978. And it affects client outcomes in profound ways.

- Interconnection Application (Third-Party) Review & Management
- State or Local Environmental Impact Statement & Review
- Local, State, & Federal Permitting
- Noise & Visual Impact Analysis
- Protected Species Surveys
- Brownfield/Landfill Redevelopment
- Local Law Development Assistance
- Solar Construction & Installation
- Construction Phase Owner's Representation
- Wind Energy Project Review
- Decommissioning
- Program Management Support

Structural Engineering

- Structural Design & Inspection
- Load Ratings
- Site Engineering
- Substation Structural Design
- Foundation Design



Transportation Engineering

- Highway & Street Design
- Bridge Design
- Traffic Impact & Safety Studies
- Bicycle, Pedestrian, & Trail Planning & Design
- Parking Studies & Design
- Traffic Signal Design
- ADA Compliance
- NYSDOT Highway Work Permits
- NYSDOT PERM 75 Applications
- NYSTA Highway Work Permits
- County Highway Work Permits
- Work Zone Traffic Control Plan Development

Waste & Recycling

- Construction Phase Services
- Environmental Compliance & Remediation
- Facility Operations Consulting
- Operator Training & Certification
- Landfill Gas System Design & O&M
- Title V Permitting & Compliance
- Leachate Management & Treatment
- Organic Waste Management
- Closure & Post-Closure Design, Reuse, & Maintenance

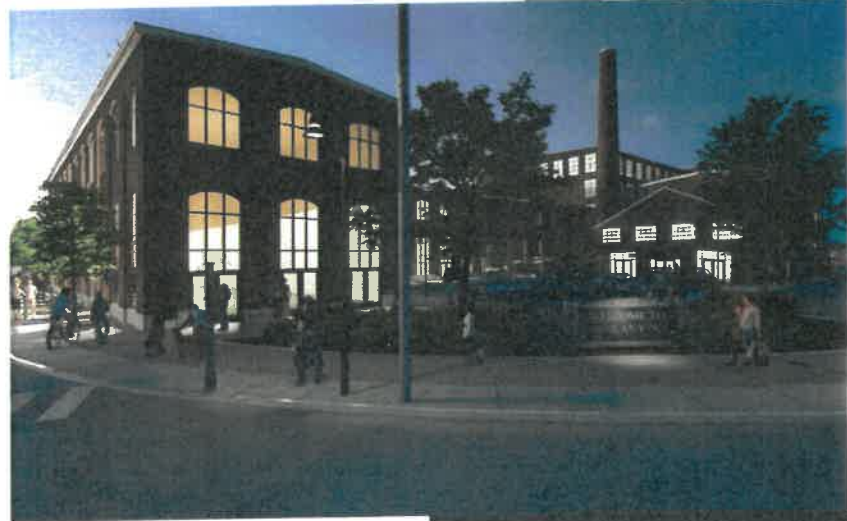
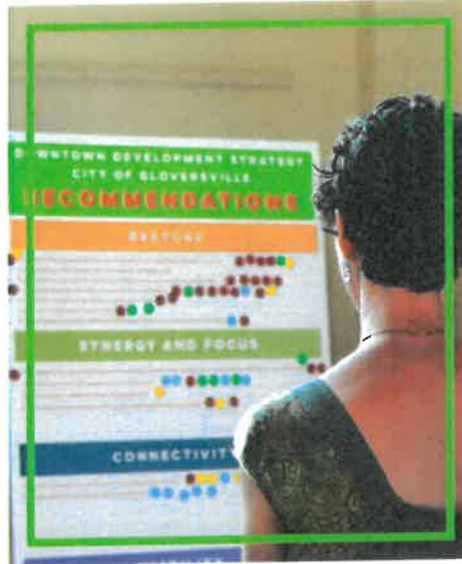
PLANNING SERVICES

Overview

A strong and vibrant community supports growth and sustainability.

At LaBella Associates, we provide the tools you need to bring your community's vision to life. With a multi-disciplinary staff of more than 20 experienced team members, including planners certified by the American Institute of Certified Planners (AICP), our clients can rest assured that we have the resources and knowledge to implement successful projects within budget and on time.

Our Planners have assisted Upstate New York communities for more than 45 years and are responsible for all planning and grant services. We thoughtfully assist clients with achieving their planning, community development, and economic development goals.



Our planners have achieved considerable success in helping clients find appropriate sources of funding for projects.



PLANNING SERVICES

Overview



Our team is comprised of more than 20 experienced team members across our footprint.

Our full range of planning and grant services include:

- Active Transportation
- Agricultural Preservation
- Brownfield Redevelopment
- Community Participation & Engagement
- Comprehensive Planning
- Downtown & Neighborhood Revitalization
- Economic Development
- Economic and Market Analysis
- Housing Analysis
- Environmental Review
- Geographic Information Systems (GIS)
- Grant Applications and Administration
- Land Use Regulation and Zoning
- Market Research
- Municipal Infrastructure and Improvements
- Plan Review / Board Support
- Program Management
- Resiliency Planning
- SEQR and Impact Analysis
- Strategic Plans

Success for us looks like long-term partnerships and ongoing support for your community as it grows.

Whether you're ready for planning and development, grant/funding application and administration, or project execution, we've got you covered.





PERSONNEL

TEAM ORGANIZATION

We have built this project team by thoughtfully engaging professionals that have demonstrated reliability, accountability and collaboration on the administration of a multitude of grants across New York State.

Michael Cocquyt, MBA, CPRP will serve as the Village's Primary Point of Contact. With over a decade of experience, Michael's diverse work background gives him keen insight into the needs and desires of our clients. Serving mostly municipal clients, he assists communities with development and revitalization efforts through state funding programs like DRI, NYMS, and CDBG.



Edward Flynn, AICP
Principal-in-Charge

**Michael Cocquyt,
MBA, CPRP**
Project Manager

GRANTS ADMINISTRATION

Christina L. Paradowski
Grants Manager

ENVIRONMENTAL

David Crandall, PG
Phase I Program Manager



MICHAEL COCQUYT

Project Manager | Grants Program Manager

Michael's diverse work background gives him keen insight into the needs and desires of our clients. Serving mostly municipal clients, Michael assists communities with development and revitalization efforts through state funding programs like DRI, NYMS, and CDBG. His work prior to joining LaBella Associates was in both for-profit and not-for-profit organizations, giving him the ability to connect with project owners and make the most of these funding opportunities.

CPRP

Certified Parks and Recreation Professional — National Recreation and Park Association

EDUCATION

Rochester Institute of Technology: MBA, Executive Masters in Business Administration

K. U. Leuven: M.S. in Adapted Physical Activity

College at Brockport SUNY: B.S. in Physical Education

ORGANIZATIONS

National Parks and Recreation Association Member

New York State Economic Development Council Member

Rochester Press Radio Club – Vice President

Al Sigl Community of Agencies – Council Member

Multiple Towns and Villages: New York Main Street Grant Administration—Various Locations, NY

From the initial scope review and approvals to final funding distribution, Michael has worked with multiple municipalities to ensure a streamlined grant administration for New York Main Street projects. To date, Michael has worked with seven different communities on 25 projects, ranging in size from \$30,000 to \$500,000. Michael coordinated contractor and property owner communications and periodic reviews, to ensure grant compliance and project efficiency. These relationships built with contractors, NYMS staff, and property owners are resulting in beautiful transformations currently taking place in Fredonia, Bergen, Perry, Macedon, Newark, and Ithaca.

Village of Bergen: New York Main Street Grant Administration—Streetscape—Bergen, NY

As part of the New York Main Street Grant, funds allocated to Streetscape improvements, in the Village of Bergen, were utilized to improve a pocket park in the main street corridor. As a consultant, assisted with review of the park plans and

coordinated all permitting and state funding documentation requirements. Oversaw the phasing of the project to ensure it aligned with the five private renovation projects, happening on Main Street during that same construction period.

Town of Seneca Falls and Village of Newark: NYS Downtown Revitalization Initiative Strategic Planning—Seneca Falls and Newark, NY

Michael assisted in the (DRI) Strategic Plans for both Seneca Falls and most recently, the Village of Newark. Through this process, Michael was assigned priority projects to advance long-term revitalization in historic Downtown communities. Michael's involvement included review and assistance with trail and recreational-specific priority projects and overall community engagement efforts.

These priority project profiles, developed by the LaBella team of consultants, included renderings, cost estimates, funding opportunities, timelines, and implementation steps. Priority projects involved coordination with both local property and business owners as well as municipal organizations.

Michael worked alongside sub-consultants to spearhead



Community Engagement strategies including open houses, (in-person & virtual), stakeholder meetings, press releases, public in-person "pop-up" events and advertisements in local newspapers. The engagement helped provide a framework for the development of a DRI Vision supported by goals and strategies.

City of Elmira: Activate Buildings Program—Elmira, NY

Michael stepped in at the end of Elmira's Downtown Revitalization Initiative's implementation process to help with getting a few smaller projects off the ground and ultimately closed out. The insight gained has helped him to guide communities starting their DRI planning, by setting projects up for success from the start. This is especially true for smaller-budget, smaller-scope, project owners who may not have the resources of larger development firms.

Seneca Falls Development Corporation: NYS Downtown Revitalization Initiative Implementation—Seneca Falls, NY

Post final award announcements, LaBella Associates was selected, from an RFP process, to administer the implementation of several DRI projects in Seneca Falls. Michael is currently assisting three project owners with setting up their projects through environmental review, SHPO consultation, and contractor procurement. Michael will follow the projects all the way through construction to the eventual grant closeout.

Towns of Macedon and Victor: CDBG CARES Microenterprise and Small Business Support—Macedon and Victor, NY

Michael assisted both Towns, separately, in applying for and eventually administering their

CDBG-CARES grants. These funds were utilized in both communities to assist small businesses with equipment and capital needs purchases. Michael made it a point to meet face-to-face with every business, review their financials, and provide the support necessary to help these businesses through the process. All businesses are thriving thanks to this support and their subsequent improved cashflows and profitability.



EDWARD FLYNN

Principal-in-Charge | Planning Director

Ed is a certified planner with over 25 years of experience in planning, economic development, and downtown revitalization, including 14 years as the City of Batavia's Director of Community Development. His extensive experience working with elected officials, community groups, and municipal staff has resulted in successful, award-winning projects.

AICP

American Institute of Certified Planners

EDUCATION

Rutgers University: MCRP, City & Regional Planning

University at Buffalo: BA, Economics

CERTIFICATION / REGISTRATION

IEDC Economic Development Course

Buffalo Business First "40 under 40" Award

NY Upstate American Planning Association

NYCOM Planning Implementation Award for Downtown Redevelopment

ORGANIZATION

American Planning Association, Member

NY Upstate Chapter American Planning Association

NY Main Street Building Improvement Programs

Administered 19 New York Main Street projects totaling more than \$7 million that assisted more than 100 small businesses in 15 communities with façade and building upgrades.

- Village of Lyons
- Village of Sodus
- City of Batavia (2)
- Village of Victor (2)
- Village of Attica
- Village of Perry
- Town of Williamson
- Village of Medina
- City of Rochester - Little Theatre
- City of Buffalo - Lovejoy Neighborhood
- Village of Camden
- Village of Penn Yan
- Village of Bergen

Village of Geneseo: Main Street Plan—Geneseo, NY

Project Manager for a plan to improve the aesthetics, circulation, safety and parking in the Court St./North St./Main St. corridor. The project included an extensive public input process that included a Community Workshop, surveys and collaboration with a Steering Committee.

Village of Scottsville: Main Street Improvement Plan—Scottsville, NY

Worked closely with a Steering Committee and community members to develop a streetscape improvement plan for the Main Street business district based on the National Trust's Four Point Approach. The project included a collaborative public input process that incorporated a Community workshop, surveys, and several public meetings to develop a consensus on the final plan.

City of Batavia: Comprehensive Downtown Redevelopment Project—Batavia, NY

Provided project management, leadership and technical expertise on an award winning decade long redevelopment project included extensive streetscape improvements, the creation of a business improvement district, microenterprise funding, façade improvements and the establishment of new city events.



CHRISTINA L. PARADOWSKI

Grants Manager

EDUCATION

Cleveland State University, Maxine Goodman Levin College of Urban Affairs: MS; Urban Planning, Design, & Development

State University of New York at Fredonia: BS; Communications

CERTIFICATIONS

Erie County Department of Health Lead Safe Renovator Certification

Crime Prevention Through Environmental Design (CPTED) Certification

Lean Six Sigma Yellow Belt Training

ORGANIZATIONS

National Trust for Historic Preservation

Fillmore Forward, Design Committee

AWARDS

Preservation Advocacy Award, Preservation Buffalo Niagara

ACCREDITATIONS

Published in Urban Infill: Historic Preservation & Urban Change

Christina has a Master's degree in Urban Planning, Design, and Development from Cleveland State University's Levin College of Urban Affairs, with a certificate in Historic Preservation. She has more than a decade of experience in community development and grant writing and has been working in the non-profit, government, and private sectors. She has been certified in Crime Prevention Through Environmental Design and Lean Six Sigma principles and co-chairs the design committee for a National Main Street non-profit in Buffalo. She most recently administered the CDBG program for a small southern tier city and a housing rehab program for a non-profit on the City of Buffalo's east side. She has written or assisted with several successful grant applications, a National Register nomination, New York State Seven to Save nominations, and a National Treasures nomination.

New York State Department of State Office of Planning Development & Community Infrastructure: Planning for the Western New York New York Forward—Wellsville, NY

Assisted in creating project profiles including budgets, timelines, and renderings to submit for state approval and funding.

New York State Department of State Office of Planning Development & Community Infrastructure: Planning for the Village of Gowanda New York Forward—Cattaraugus, NY

Writing Historic, Cultural, and Artistic Assets chapter of the Gowanda NY Forward Downtown Profile.

Village of Fredonia: Fredonia (V) Annual Grant Support 2023—Fredonia, NY

Kicked off the Village of Fredonia's first NY Main Street Target Area initiative. Answered questions from applicants and

the project committee and will be responsible for SHPO review submission, environmental checklists, project setup, project bidding via state procurement requirements, and project disbursements and closeouts.

New York State Department of State Office of Planning Development & Community Infrastructure: Planning for the Village of Gowanda New York Forward—Cattaraugus, NY

Writing Historic, Cultural, and Artistic Assets chapter of the Gowanda NY Forward Downtown Profile.

InSite Architecture: Village of Arcade NYMS Building Improvement Admin—Arcade, NY

Responsible for administration of programs including SHPO review, environmental checklist and project setup with the state, and issuing a second round of applications.





DAVID CRANDALL

Phase I Program Manager

Dave is LaBella's Phase I Program Manager and is responsible for oversight, training, and professional development of Analysts and Senior Reviewer staff, overall quality assurance/quality control of Phase I Environment Site Assessment, Transactions Screen, and Records Search with Risk Assessment (RSRA) due diligence reports, and assisting project managers with client interactions and business development activities. Dave has been involved in over 10,000 due diligence projects ranging from undeveloped land and commercial properties to automotive repair facilities, gasoline stations, and large-scale industrial facilities. Dave has performed environmental due diligence services for attorneys, private entities/developers, municipalities, and various commercial lenders. In addition, Dave is experienced in environmental investigation and remediation techniques and offers his experience in these areas to assist clients in determining the best way to address potential environmental risks encountered through due diligence activities.

PG

Professional Geologist, NY

EDUCATION

State University of New York
College of Environmental
Science and Forestry: BS.
Environmental Studies,
Concentration in Policy and
Management, graduated Cum
Laude

CERTIFICATIONS/ REGISTRATIONS

Environmental Professional, as
per USEPA AAI Rule

40 Hour HAZWOPER/
Supervisor; 8-hour refresher

Various Clients: Environmental Due Diligence—Various Locations

Mr. Crandall has extensive experience in Environmental Due Diligence, having been involved in over 10,000 due diligence projects including Phase I Environmental Site Assessments, Transaction Screens, Records Search with Risk Assessments (RSRAs) and other desktop reports. Dave has also been involved with the peer review of reports completed by other consultants to ensure compliance with applicable standards and to assist with assessing overall environmental risk.

In David's previous roles, he was responsible for the oversight of a group of approximately 15 technical writers and senior reviews/ Environmental Professionals who, along with a team of field staff/ inspectors completed over 7,000 due diligence projects per year for private, attorney, municipal, and commercial banking clients,

including several thousand Phase I ESAs and Transaction Screens per year. David was responsible for overall QA/QC of reports and ensuring that reports met applicable standards/criteria. In addition, he would assist with client discussions of concerns and help to develop scopes of work for Phase II Environmental Site Assessments or assist in determining alternatives to addressing potential environmental risk.

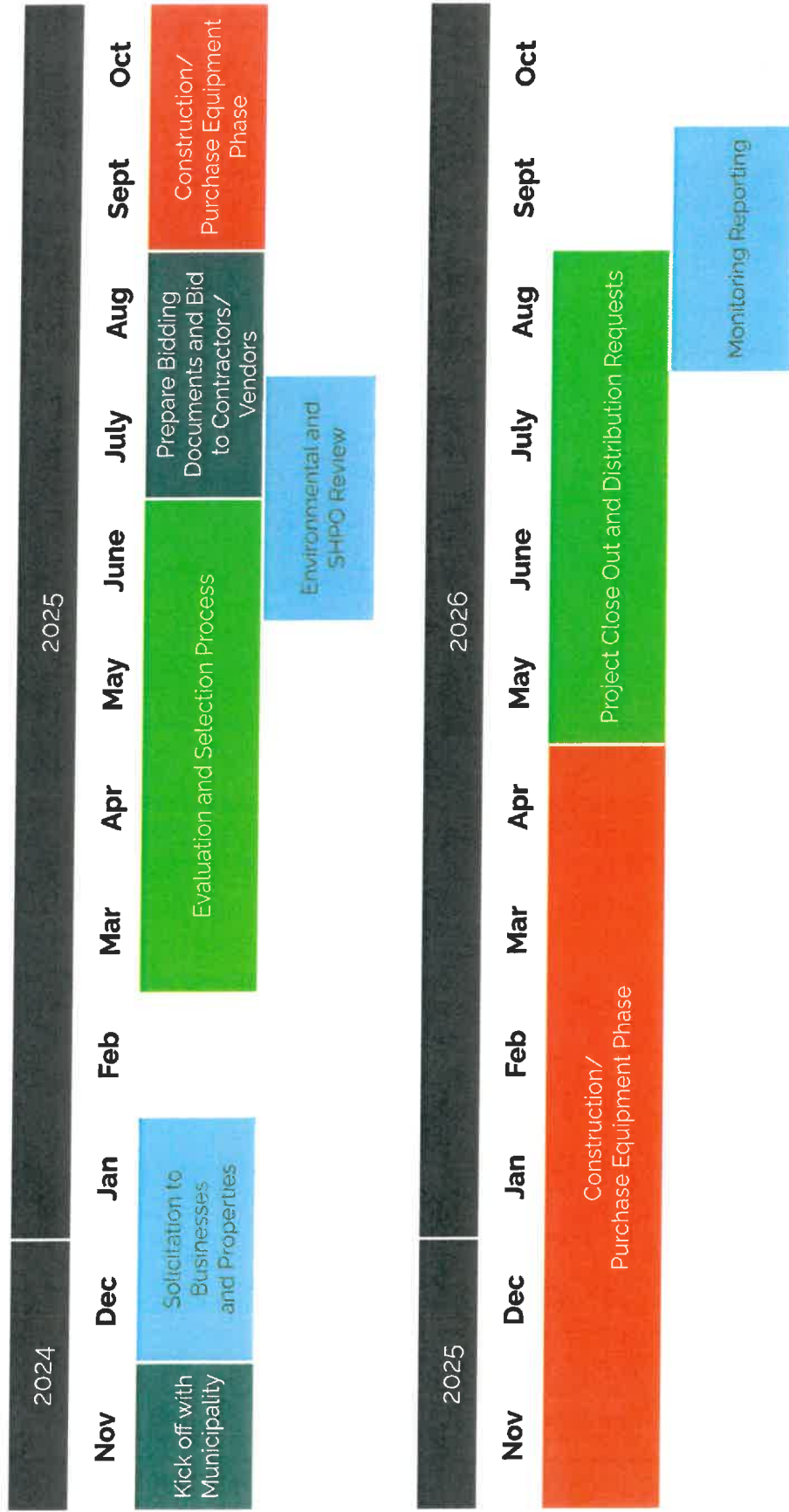
Prior to that time, Mr. Crandall worked as an Environmental Scientist for an international consulting firm that worked primarily on remedial investigations and feasibility studies for State and Federal clients. In this role, he served as Site Manager and was responsible for work plan development and investigation scoping, soliciting bids from subcontractors, oversight of field investigation activities/staff, and completions of summary reports.



TIMELINE

TIMELINE

Village of Lancaster: Project Management & Administration - New York Forward Initiative Small Project Fund



Total Timeline: 22 months



**WRITTEN DESCRIPTION OF WORK &
COST ESTIMATES**

DESCRIPTION OF WORK & COST ESTIMATE

Project Approach

Successfully administering the Village of Lancaster's (Village) New York Forward (NYF) Small Project Fund (SPF) demands a strategic blend of skills and competencies. At the core, the successful administration of this initiative hinges on robust public outreach, thorough education about the program, and practical assistance in application preparation for potential project sponsors.

Effective public outreach is key.

We understand that in order to have a successful program, we must have solid applications. The LaBella team possesses excellent communication skills, an in-depth understanding of the NYF program, and the ability to build and maintain trust within the community.

Education about the NYF program is another critical aspect. This involves clearly articulating the program's goals, benefits, and requirements to potential participants. **LaBella will ensure the program information is accessible and understandable to a diverse audience.** This process entails developing and disseminating educational materials, conducting workshops or seminars, and providing platforms for Q&A sessions. The administrator can encourage broader and more effective participation by demystifying the program and its objectives.

Finally, we will **assist potential project sponsors with their application process**, which is crucial for the NYF fund administration's success. This involves guiding applicants through the requirements, helping them articulate their project ideas clearly, and ensuring that their proposals align with the strategic goals of the NYF. This task requires the administrator to



LaBella worked with the City of Batavia as the lead consultant for the development of a DRI Strategic Investment plan to identify a strategy and a preferred slate of projects that was submitted to the State for consideration. Visit Section 3: Project Experience for more information.

have a keen eye for detail, a deep understanding of the program's criteria, and the ability to provide constructive feedback. By actively supporting applicants, the administrator improves the quality of submissions and ensures that the projects selected for funding can significantly impact the community's revitalization.

NYF SPF General Program Management

Administration of the NYF Small Project Fund generally includes two components: general HCR administration; and identifying and supporting selected projects to ensure their successful completion.

LaBella Associates will assist the Village of Lancaster with overall management of the Downtown Revitalization Fund (DRF) grant, including, but not limited to:

- Assist the Village in complying with all applicable State and local rules and regulations including:
 1. Village Codes and Regulations
 2. Minority and Women Business Enterprise Solicitation.

LaBella Associates has extensive experience administering Small Project Funds.

We understand that success requires a comprehensive approach that encompasses effective public outreach, educational initiatives, and hands-on assistance in the application process.

These efforts, when combined, can lead to a transformative impact on the community, driving sustainable growth and revitalization in line with the program's overarching objectives.

3. Environmental Checklist Compliance including State Historic Preservation Review, site disturbance, flood regulations, lead paint compliance and asbestos regulation compliance.
- Maintain communications with HCR officials to ensure effective administration of the grant.

DESCRIPTION OF WORK & COST ESTIMATE

- Assist with Project Setup, Disbursement and Project Completion Forms for individual projects.
- Maintain Project Commitment Log
- Assist with preparation of program amendments as necessary.
- Facilitate compliance with the NYF SPF Administrative Plan and other contract requirements.
- Assist with disbursement requests and payment to owners.
- If necessary, attendance at DRF project review meetings.
- Prepare files and documents for program closeout and monitoring of the program, including assistance with filing Declarations.

NYF SPF Administration of Grant Program

LaBella Associates will work with the Village to review and prepare documents for the projects, including:

- Review program guidelines and modify, as needed, to ensure they meet the Village goals.
- Prepare application forms, contract documents and related materials.
- Assist Village with program announcement materials for each funding round, including preparing a flyer and press release.
- Provide a pre-submission conference or office hours to assist applicants with submitting applications to participate in the program.

Scope of Work

Architectural Assistance (Applicant Assistance)

LaBella Associates will provide independent proposals to project participants for architectural design services to assist the applicants with interior and exterior building renovations:

- Meetings with applicant to determine final scope of work.
- Preparation of initial renderings and floor layouts for applicant review
- Preparation of final design documents incorporating required code requirements
- Assist in preparation of project summaries for the Village and recommendations of awards.
- Assist with preparation and execution of grant agreements, contractor agreements and other required documents.
- Prepare desktop environmental reviews of selected projects.
- Coordinate initial inspection of selected properties with the Village Building Inspector.
- Assist applicants with participation in the program.
- Work with property owners and design professionals to refine project scopes and work write-ups and solicit bids
- Assist with close out of projects, including inspections and final payments.

- Coordination with the Village Building Inspector
- Preparation of bid documents
- Distribution of bid documents in coordination with the Village.
- Review of bid documents
- Coordination with contractor.
- Coordination with SHPO

Note: The cost of these services is not included in the NYF SPF grant administration scope of work.

Site and Building Environmental Compliance (Applicant Assistance)

LaBella Associates will provide proposals for the following services independently to applicants to insure compliance with environmental regulations if required by the scope of the project:

- Environmental Screen (site contamination)
- Lead Risk Assessment and Clearance Tests as well as Radon Tests
- Asbestos Testing if needed
- Phase 1 Environmental Assessments per ASTM 1527-13 if needed
- Soil Boring Testing if required
- Soil Vapor Intrusion (SVI) testing if required

Note: The cost of these services is not included in the NYF SPF grant administration scope of work.

DESCRIPTION OF WORK & COST ESTIMATE



Residents of the Village of Newark at a public input meeting held by LaBella Associates, who served as the lead consultant in charge of developing the Strategic Investment Plan for the Village of Newark in association with the Village's DRI.

Timeline

LaBella Associates will work within the timeframes outlined in the NYF SPF contract with the State. NYF SPF projects typically have a 2-3 year completion timeframe to complete the projects.

LaBella will work with the Village to obtain an extension for the project. The price proposed includes any extensions, as long as the owners cooperate with Village and LaBella Associates and provide information in a timely fashion.

Cost Estimate

In order to effectively assist the Village of Lancaster in administration of the New York Forward grant, we propose to make staff available on an "as-needed" basis for the term of the New York Forward Fund contract.

We propose to provide professional administration services to the Village at a rate of \$115 per hour and bill on the actual number of hours committed to the project. Travel expenses would be billed at cost. The combined not-to-exceed cost to administer the NYF SPF is \$30,000 of the grant awarded.

This fee includes the following services outlined in this proposal:

- Assistance with General Program Management including Environmental Checklist coordination and completion as well as HCR staff consultation
- Assistance with Administration of the Grant
- Initial Environmental Screens
- Initial Design Discussions

To maximize the funding, we recommend coordinating site visits between projects.

Project-Specific Environmental Services and Architectural Assistance are not included in the \$30,000 budget. LaBella environmental and architectural staff would provide proposals for this work to individual applicants on an as-needed basis. These costs would be the responsibility of the applicants.



EXPERIENCE & CAPACITY

CITY OF BATAVIA

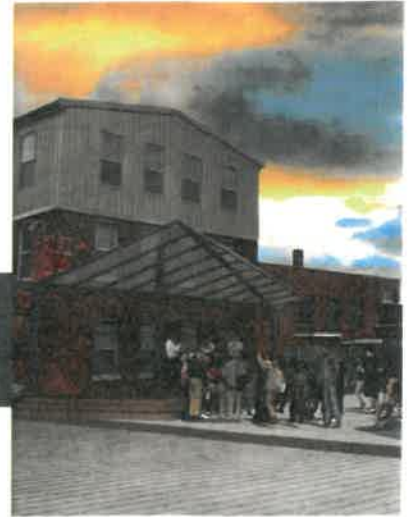
Downtown Revitalization Initiative*

CLIENT PARTNER

Rachel Tabelski
City Manager
City of Batavia
rtabelski@batavianewyork.com
(585) 345-6334



LaBella managed a request for information that identified 23 potential projects in the community.



LaBella has a long history providing grant writing and planning services to the City of Batavia. Our work on the DRI is representative of this work.

The City of Batavia was selected as a round 2 Downtown Revitalization Initiative (DRI) community and received \$10 million from the State that is anticipated to generate more than \$50 million in investment in Downtown Batavia.

LaBella Associates was the lead consultant on a team that developed the DRI Strategic Investment Plan to identify a strategy and a preferred slate of projects that was submitted to the State for consideration

LaBella worked with a local steering committee of 23 members to develop the Strategic Investment Plan which included:

- Public & Stakeholder Participation;
- Assessment of Existing Conditions;
- Economic & Market Analysis;

- Implementation Strategy; and
- Development of Project Profiles.

One of the primary goals of the DRI was to identify projects that are catalytic, leverage additional private and public funding, and are ready to go. Consequently, LaBella managed a request for information process that identified 23 potential projects in the community with a total grant requests of more than \$25 million.

The Local Planning Committee narrowed the slate of projects to 16. The LaBella team then performed due diligence on potential projects and developed those projects so they are ready for construction when the State selects the final slate of projects. Due Diligence included:

- Preparing renderings or plans for each project;
- Preparation of order of magnitude cost estimates;

- Identifying project benefits;
- Outlining timelines and
- Schedules for implementation; and
- Identifying any permit and other steps that need to be taken to implement each project.

The DRI Plan was completed in less than six months and involved working with three State agencies, the City of Batavia and local economic development organizations.

***Edward Flynn, AICP managed this project.**

VILLAGE OF NEWARK

Strategic Planning and Grant Management Services

As part of the fifth round of the NYS Downtown Revitalization Initiative (DRI), LaBella Associates was selected as the lead consultant in charge of developing the Strategic Investment Plan for the Village of Newark.

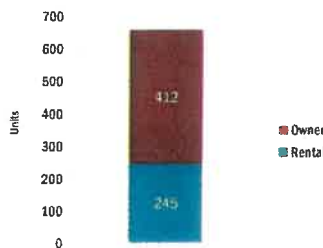
The Village then hired LaBella Associates, through an RFP process, to administer an in progress NYMS grant.

LaBella Associates staff were able to evaluate projects and encourage development in line with the goals set forth in the DRI process. This then acted in the same way as a building improvement fund increasing the potential awards for other DRI projects.

To date the \$300,000 fund has supported six projects including; facade improvements, second floor apartment creation, and significant streetscape enhancements.

CLIENT PARTNER

Mark Peake
Economic Developer
Village of Newark
mpeake@villageofnewark.com
(315) 331-4770



As part of the 5th round of the NYS DRI, LaBella was selected as the lead consultant in charge of developing the Strategic Investment Plan for the Village of Newark.

VILLAGE OF MASSENA

Professional Services

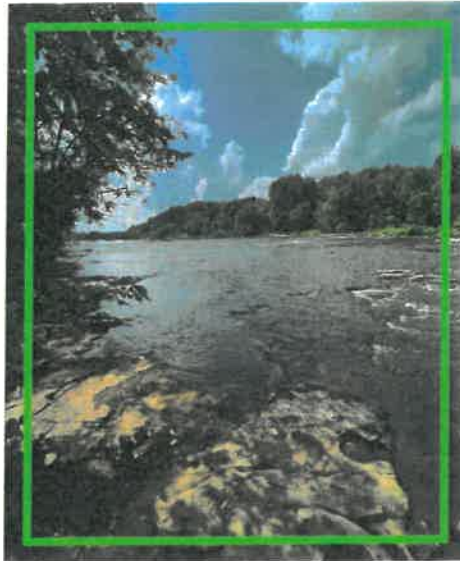
LaBella has partnered with the Village of Massena to provide strategic community planning, complete numerous grant applications, administer grants, and provide engineering services.

Community Development Needs Analysis

LaBella meets with Village staff regularly to identify needs and priorities and to delineate potential funding opportunities that may complement the existing initiatives and advance future community priorities. We helped develop a program that identifies and inventories projects and corresponding needs, determines the need for preparation of planning documents and environmental reviews to support successful grant applications, and ensures projects advance in a timely and cost-effective manner.

Grant Administration Services

LaBella provides grant administration services for awarded New York State Empire State Development, New York State Office of Community Renewal, and New York State Department of State grants. We collaborate with the Village to ensure the grants are implemented within the required time frames and in compliance with all regulations and program requirements. Activities include assisting the Village in the establishment of project accounts and the preparation of drawdowns, assisting in developing and maintaining the financial management system, assisting in compliance with rules and regulations including environmental and historic preservation, reviewing requests



for payment, developing Performance Reports, advising on procurement procedures, and preparing final close out documents.

Grant Applications

Based on the results of the Community Development Needs Analysis, LaBella conducts research to identify grant resources that support the Village's funding needs and priorities. The grant preparation process includes background development, gathering required documents, coordinating and supporting public notices, public hearings, and Board resolutions, preparation of state and federal environmental review, grant application development, review of application with the Village, and final submission and tracking.

Engineering Services

LaBella met with the Village DPW Superintendent and Operators to understand critical infrastructure systems, needs, and priorities. LaBella identified and secured several grants to

CLIENT PARTNER

Monique Chattland
Village Clerk
Village of Massena
villageclerk@village.massena.ny.us
(315) 769-8625

Marty Miller
DPW Superintendent
Village of Massena
dpwsuper@village.massena.ny.us
(315) 769-6823



assist the Village in addressing key challenges. LaBella serves as the Project Engineer for the Grasse River Sewer Shed analysis to evaluate and recommend improvements for the sewer river crossing and sewer main conveying wastewater along the Grasse River to the wastewater treatment plant. The resulting Preliminary Engineering Report will evaluate the existing conditions of the collection system, conduct testing, consider feasible improvements, and work with the Village to select the best alternative(s) to preserve and protect the Grasse River.

Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.