

**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: December 23 (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, JANUARY 27, 2025

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, December 23, 2024, at 7:00 P.M.

Trustee Schroeder led the pledge to the flag.

MEETINGS TO DATE 21
NO. OF REGULARS 17
NO. OF SPECIALS 4

Attendance:		<u>Attended / Absent</u>
Lynne T. Ruda (Absent)	Mayor	20 / 1
Cynthia A. Maciejewski	Trustee/ Deputy Mayor	20 / 1
Tammie E. Malone Schaefer	Trustee	21 / 0
John Mikoley	Trustee	21 / 0
William C. Schroeder	Trustee	17 / 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	175 th Anniversary Committee Chairperson
Captain Jeff Smith	Town of Lancaster Police Department

ACCEPTANCE OF MINUTES

Motion by Trustee Mikoley and seconded by Trustee Schroeder to accept the minutes of the December 9, 2024, regular meeting.

Adopted Resolution: 371 Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

ABSTRACT OF AUDITED VOUCHERS

Motion by Trustee Schroeder and seconded by Trustee Mikoley 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 12/10/2024 to 12/23/2024.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 64 claims were approved, and that all claims were paid against the:

GENERAL FUND -----	in the amount of	\$	175,524.82
SEWER FUND -----	in the amount of	\$	25,397.48
TRUST FUND -----	in the amount of	\$	1,378.49
CAPITAL FUND -----	in the amount of	\$	34,412.77
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>11/26/2024</u> To <u>12/9/2024</u>			

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

- General Fund checks # 92384 through # 92438
- Sewer Fund checks # 12191 through # 12198
- Trust Fund checks # 2591 through # 2592
- Capital Fund check # 1955

Adopted Resolution: **372** Ayes: 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 November 28, 2024 – December 12, 2024.

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

Adopted Resolution: **373** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 2) Correspondence from Amy Stypa on behalf of the Climate Smart Task Force providing a Special Events Application for a Dare to Repair Café community event to be held on Saturday, March 1, 2025, at the Lancaster Municipal Building.

Motion by Trustee Malone Schaefer and seconded by Trustee Schroeder to refer this event application to the Community Events Committee for review.

Adopted Resolution: **374** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 3) Correspondence from Amy Stypa, Sustainability and Community Climate Energy Coordinator, providing feedback from the Climate Smart Task Force regarding information and a proposed resolution provided by Citizens Against Wind Turbines in Lake Erie (CAWTILE) in opposition of offshore wind facilities in Lake Erie, and recommending that no formal action or resolution is necessary at this time given the current lack of feasibility and the absence of any active projects related to offshore wind facilities in Lake Erie and further suggesting to continue monitoring developments in offshore wind technology and feasibility while focusing on more immediate sustainability initiatives in the Village of Lancaster.

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

Adopted Resolution: **375** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 4) Correspondence from Wayne K. Cisco, Superintendent of Public Works, requesting authorization to purchase a Vermeer Chipper in the amount of \$82,429.22 via Sourcewell Contract Number 031721-VRM as a best value contract for this equipment.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to approve this purchase of a Vermeer Chipper for the Department of Public Works as requested.

Adopted Resolution: **376** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

5) Correspondence from Wayne K. Cisco, Superintendent of Public Works, requesting authorization to purchase two (2) automotive scanners from Snap-On Industrial in the total amount of \$8,183.81 through Sourcewell Contract Number 121223-SNP as a best value contract for this equipment, and further noting that there will be additional fees of \$789.23 for each equipment software update, as needed.

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to approve this purchase of two (2) automotive scanners for the Department of Public Works as requested.

Adopted Resolution: **377** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

6) Correspondence from Matt Fischione providing notice of unsafe, unsanitary, and unlivable conditions discovered at a building on the property located at 81 Fourth Avenue.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to schedule a hearing in Council Chambers on Monday, March 10, 2025, at 7:15 p.m. to determine if the condition of a structure located at 81 Fourth Avenue is unsafe to the public in accordance with Chapter 115 of the Village Code.

Adopted Resolution: **378** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

RESOLUTIONS:

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** authorizing Mayor Ruda (or Deputy Mayor in her absence) to sign and execute a Pyrotechnic Display and Services Agreement with Skylighters of New York, LLC, for a fireworks show on December 31, 2024, at a cost of \$6,100.00 for these services.

Adopted Resolution: **379** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to authorize an advertisement for bids for the procurement of 121 bare root trees for a spring 2025 planting in connection with the USDA Forest Service Tree Planting Grant effective on January 2, 2025, with a bid receipt and bid opening date of Thursday, January 23, 2025, at 11:00 a.m.

Adopted Resolution: **380** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to accept and approve the following membership changes for the Lancaster Fire Department as approved at the Department meeting on December 10, 2024:

➤ **SEWER** – Trustee Mikoley

Watts Engineering is progressing with the design of the Pleasant Avenue repair project.

The annual report for submission to NYSDEC should be ready in mid-January.

➤ **GRANTS** – Mayor Ruda (Absent)

No report.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda (Absent)

No report.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:

➤ **CLERK – TREASURER** – Michael E. Stegmeier

TechNet MSP emailed a proposal regarding the phone system contract. The current contract with Nextiva expires on February 1, 2025. There have been customer service and equipment issues with Nextiva, and TechNet is proposing for the Village of Lancaster to enter into a new contract with Vonage rather than renewing the contract with Nextiva. There is a timing issue where Nextiva automatically renews their contract 30 days before the expiration date, therefore approving a new contract with Vonage would need to be done by the end of this month. The estimated quote with Vonage is \$705.92 per month compared to \$704.74 with Nextiva currently, so essentially there is minimal difference in cost while expecting an increase in service and reliability with Vonage.

Trustee Maciejewski commented in her past experience at the Town of Lancaster that Vonage is very reliable, and a superior product compared to Nextiva which had many problems and service issues.

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to approve entering into a 3-year agreement with Vonage for phone services as proposed by TechNet MSP following the expiration of the current agreement with Nextiva which shall not be renewed, and further to authorize and direct Clerk-Treasurer Stegmeier to complete and execute any necessary documents and approvals required to commence services with Vonage per their proposal.

Adopted Resolution: **383** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

He will be looking to advertise for a part-time office position in January to fill the gaps in the schedule for 3 days with hours not to exceed 18-19 hours per week. If anyone knows someone who may be interested, please refer them to his office for more information.

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

No report.

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

He confirmed that the hearing regarding unsafe conditions at 81 Fourth Avenue that is scheduled for Monday, March 10, 2025, will be held at 7:15 p.m. on that evening.

➤ **FIRE CHIEF** – Eric Feldmann

He commented on the annual call volume that occurred this past year which is significantly higher than previous years.

He noted that this past year was the 150th anniversary of the Lancaster Fire Department and he recognized Gavin O’Brien for involving the Fire Department as part of the 175th Anniversary Celebration for the Village of Lancaster as the Department celebrated its own milestone anniversary.

On Saturday, February 1, 2025, the Erie County Sheriff's Office will be holding a car seat check event at Station 1 located at the Lancaster Municipal Building.

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

A slight revision has been made to the Tree Dedication application form to clarify the year to be stated on the plaque.

The final event of this year long celebration took place on December 17th at the Lancaster Opera House with a Speaker Series discussion. The winner of the home holiday decorating contest was also announced during the event.

There will be a small gathering next month to thank the committee members for their time and efforts over the past year with planning, organizing, and participating in the events.

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

No report.

MISCELLANEOUS:

-None-

ADJOURNMENT:

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to adjourn the meeting at 7:21 p.m. in memory of Marjorie Hoffman.

Adopted Resolution: **384** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier
Clerk – Treasurer

ABSTRACT

January 13, 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

December 24, 2024 to January 13, 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	\$ 221,720.52
SEWER FUND -----in the amount of	\$ 12,966.28
TRUST FUND -----in the amount of	\$ 2,235.99
CAPITAL FUND -----in the amount of	\$ 8,680.00
EQUIPMENT RESERVE -----in the amount of	\$
COMMUNITY DEVELOPMENT -----in the amount of	\$
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$
TOTAL	245,602.79

For the period from December 10, 2024 to December 23, 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.....	<u>79</u>
General Fund Ck#.....	<u>92439-92497</u>
Sewer Fund Ck#.....	<u>12199-12209</u>
Trust Fund Ck#.....	<u>2593-2595</u>
Capital Fund Ck#.....	<u>1956</u>
Community Development Fund Ck#	_____

Mayor Lynne T. Ruda

Abstract Summary of Funds

Board Meeting Date: December 23, 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	\$ 116,525.53	\$ 5,286.53	\$ 2,235.99	\$ 8,680.00
Pre-paid vouchers				
Payroll Voucher 12/20/2024	\$ 89,165.35	\$ 7,134.00		
FICA Voucher 12/20/2024	\$ 6,891.21	\$ 545.75		
TASC	\$ 9,138.43			
TOTALS	\$ 221,720.52	\$ 12,966.28	\$ 2,235.99	\$ 8,680.00
				TOTAL ALL FUNDS \$ 245,602.79

Ranges

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

Open: N
 Void: N
 Paid: N
 Held: N
 Appr: N
 Rcvd: Y

Bld: Y
 State: Y
 Other: Y
 Exempt: Y

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	Item Status	Purchase Types	Misc			
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	
25-00798	12/20/24	AISAD005	AIS ADMINISTRATORS							
1			\$10,038.31	A -1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INS	R	12/20/24	12/20/24	2025
25-00799	12/19/24	ADAMC005	CORY ADAMCZAK							
1			\$80.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24	12/19/2024
25-00800	12/19/24	ALLEI005	JAMES ALLEIN							
1			\$90.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24	12/19/2024
25-00801	12/11/24	ALLEI005	JAMES ALLEIN							
1			\$50.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/11/24	12/11/24	12/11/2024
25-00802	12/20/24	ALLEN015	ALLEN, KELSIE							
1			\$70.58	G -360-000	G	SEWER RENTS RECEIVABLE	R	12/20/24	12/20/24	698-0
25-00803	12/19/24	AMAZO010	AMAZON CAPITAL SERVICES							
1			\$39.53	G -8115-401-000	E	ADMINISTRATION-OFFICE SUPPLIE	R	12/19/24	12/19/24	1KQL-J3GJ-CKCV
25-00804	12/19/24	AMERIO10	AMERICAN ROCK SALT CO LLC							
1			\$11,683.26	A -5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	12/19/24	12/19/24	0772286
25-00805	12/19/24	ASHLA005	ASHLAND PEST CONTROL INC							
1			\$91.00	A -5110-475-000	E	STREET MAINT-UNCLASSIFIED-PE	R	12/19/24	12/19/24	131673

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
25-00806	12/19/24 ASPOS005 ASPOSTO, CONNOR	\$90.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24	12/19/2024	
25-00807	12/20/24 BEEGR005 BEE GROUP PUBLICATIONS INC	\$234.59	A-8010-434-000	E	ZONING- PROF SERVICES ZBA MEM	R	12/20/24	12/20/24	VARIOUS	
25-00808	12/10/24 BIELA005 PAULA BIELAT	\$125.00	A-1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R	12/10/24	12/10/24	12/10/24	
25-00809	12/17/24 BLUE3010 BLUE360 MEDIA LLC	\$156.90	A-1110-409-000	E	VILLAGE JUSTICE - LAW BOOKS	R	12/17/24	12/17/24	IN2411244887	
25-00810	12/19/24 BMIL1005 BMI, LICENSING DEPARTMENT	\$435.00	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD F	R	12/19/24	12/19/24	61085431	
25-00811	12/11/24 BUDZ1010 BUDZINSKI, JEFFREY	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/11/24	12/11/24	12/11/24	
25-00812	12/19/24 BUSZC005 BUSZCA, AJ	\$90.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24	12/19/2024	
25-00813	12/19/24 BXICO005 BXI CONSULTANTS, INC	\$7.72	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	12/19/24	12/19/24	246993	
25-00814	12/11/24 CAMPB010 SHERRY CAMPBELL	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET.	R	12/11/24	12/11/24	12/11/24	
25-00815	12/19/24 CHART005 CHARTER COMMUNICATIONS	\$150.88	A-1620-439-000	E	SHARED SERVICES - TELEPHONE	R	12/19/24	12/19/24	063270401120124	
2	LMB,DPW,NEFH PHONES	\$28.64	A-1621-439-000	E	NORTH END FIRE HALL - TELEPHOI	R	12/19/24	12/19/24	063270401120124	
3	LMB,DPW,NEFH PHONES	\$91.14	A-1640-431-000	E	DEPT PUBLIC WORKS - TELEPHONI	R	12/19/24	12/19/24	063270401120124	
\$270.66										

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
25-00816	12/19/24	CHART005	CHARTER COMMUNICATIONS											
1		RECEIVER/BASIC TV DPW	\$71.80	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R				12/19/24	12/19/24	141774001120724	
25-00817	12/19/24	CHEMS010	CHEMSEARCHIFE											
1		EMERGE DRAIN CLEANER ALL BUILD	\$276.27	A-1620-402-000	E	SHARED SERVICES - JANITORIAL S	R				12/19/24	12/19/24	308687	
2		EMERGE DRAIN CLEANER ALL BUILD	\$276.26	A-1621-419-000	E	NORTH END FIRE HALL - JANITORI	R				12/19/24	12/19/24	308687	
3		EMERGE DRAIN CLEANER ALL BUILD	\$276.27	A-1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL	R				12/19/24	12/19/24	308687	
			\$828.80											
25-00818	12/11/24	CHAVE005	CHAVES YATES, CAITLIN											
1		HPC MEMBER	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET.	R				12/11/24	12/11/24	12/11/24	
25-00819	12/19/24	CHIAR005	CHIARMONTE, JOEL											
1		PROCESS SERVING X 2	\$120.00	A-1420-471-000	E	LAW - MISCELLANEOUS LEGAL FEE	R				12/19/24	12/19/24	12/11/24	
25-00820	12/19/24	CRYST005	CRYSTAL ROCK LLC											
1		LIBRARY WATER COOLER RENTAL	\$13.99	A-1620-435-000	E	SHARED SERVICES - CONTRACTU/	R				12/19/24	12/19/24	17792057	
25-00821	12/19/24	CRYST005	CRYSTAL ROCK LLC											
1		DPW, CTO	\$129.40	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R				12/19/24	12/19/24	17800284	
2		DPW, CTO	\$40.47	A-1325-401-000	E	FINANCE TREASURER - OFFICE SU	R				12/19/24	12/19/24	17800284	
			\$169.87											
25-00822	12/20/24	DELAG005	DELAGE LANDEN FINANCIAL SVC											
1		DOCUWEAR SOFTWARE JANUARY 25	\$710.00	A-1325-435-200	E	FINANCE TREASURER - SVC MAINT	R				12/20/24	12/20/24	83354310	
25-00823	12/19/24	DELFT005	DELFT PRINTING INC.											
1		TEMPORARY NO PARKING SIGNS	\$355.60	A-5110-412-000	E	STREETS MAINT-SIGNS	R				12/19/24	12/19/24	24-40571	
2		TEMPORARY NO PARKING SIGNS	\$355.60	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E	R				12/19/24	12/19/24	24-40571	
			\$711.20											
25-00824	12/17/24	EATON005	EATON OFFICE SUPPLY											
1		OFFICE SUPP, PENS, ENV, CAL.	\$37.50	A-1110-401-000	E	VILLAGE JUSTICE - OFFICE SUPPLI	R				12/17/24	12/17/24	PINV1235340	

PO # PO Date Vendor Contract PO Type

Item Description	12/19/24	FIRE S005	FIRE SAFETY SYSTEMS	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	invoice
25-00833	1	NEFH UPGRADES TO ALARM		\$2,550.00	A-1621-437-000	E	NORTH END FIRE HALL-FIRE ALAR	R	12/19/24	12/19/24		65925
25-00834	1	U JOINT - TRUCK 12		\$24.66	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	12/19/24	12/19/24		122188989
25-00835	1	REIMBURSEMENT OF DOUBLE PMT	ELAINE GEIGER	\$74.99	G-360-000	G	SEWER RENTS RECEIVABLE	R	12/20/24	12/20/24		1639-0
25-00836	1	PLANNING COMMISSION	GAJEWSKI, STEVEN	\$90.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24		12/19/2024
25-00837	1	FINGERPRINTING SVCS REIMB.	HADSALL, RYAN	\$89.25	A-1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R	12/17/24	12/17/24		12/16/24
25-00838	1	JUDGE TRAINING REIMBURSEMENT	HADSALL, RYAN	\$574.08	A-1110-470-000	E	VILLAGE JUSTICE - EXPENSE AND	R	12/20/24	12/20/24		12/8-12/13
25-00839	1	REPAIR PART TRUCK 39	HUNTER BUFFALO PETERBILT	\$28.70	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	12/19/24	12/19/24		X207170927:01
25-00840	1	REPAIR PARTS TRUCK 39	HUNTER BUFFALO PETERBILT	\$311.17	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	12/19/24	12/19/24		X207178015:01
25-00841	1	REPAIR PARTS TRUCK 39	HUNTER BUFFALO PETERBILT	\$130.62	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	12/19/24	12/19/24		X207170810:01
25-00842	1	DECEMBER 2024 EVENT SVCS	JACKSON, NOLIN	\$800.00	A-7550-435-000	E	CELEBRATIONS-EVENTS DIRECTO	R	12/20/24	12/20/24		DECEMBER
25-00843	1	HPC MEETING	KACALA, JEANINE	\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/11/24	12/11/24		12/11/24

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/27/2024

09:17 AM

PO # PO Date Vendor Contract PO Type

Item Description	PO Date	Vendor	Contract PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00844	12/11/24	JOSEPH KEEFE, ESQ		\$90.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/11/24	12/11/24		12/11/24
25-00845	12/19/24	KENWORTH NORTHEAST GROUP INC		\$5,859.70	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT	R	12/19/24	12/19/24		BI475067
25-00846	12/19/24	KENWORTH NORTHEAST GROUP INC		\$68.80	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT	R	12/19/24	12/19/24		BI474876
25-00847	12/19/24	KENWORTH NORTHEAST GROUP INC		\$315.41	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT	R	12/19/24	12/19/24		BI474830
25-00848	12/20/24	LABELL ASSOCIATES		\$2,095.58	A-8989-435-000	E	ECONOMIC DEV-CONTRACTUAL SE	R	12/20/24	12/20/24		249624
25-00849	12/11/24	MEYER005 MICHAEL MEYER		\$115.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/11/24	12/11/24		12/11/24
25-00850	12/19/24	NAPAA010 NAPA AUTO PARTS		\$849.47	A-3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	12/19/24	12/19/24		OCT/NOV 2024
2		PARTS & SUPPLIES OCT/NOV 24		\$199.76	A-5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	12/19/24	12/19/24		OCT/NOV 2024
3		PARTS & SUPPLIES OCT/NOV 24		\$34.62	A-5110-452-000	E	STREETS MAINT-REPAIRS/MAINT	R	12/19/24	12/19/24		OCT/NOV 2024
4		PARTS & SUPPLIES OCT/NOV 24		\$1,662.40	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT	R	12/19/24	12/19/24		OCT/NOV 2024
5		PARTS & SUPPLIES OCT/NOV 24		\$150.82	A-7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT	R	12/19/24	12/19/24		OCT/NOV 2024
6		PARTS & SUPPLIES OCT/NOV 24		\$29.35	A-8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT	R	12/19/24	12/19/24		OCT/NOV 2024
7		PARTS & SUPPLIES OCT/NOV 24		\$30.79	A-8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	12/19/24	12/19/24		OCT/NOV 2024
				\$2,957.21								
25-00851	12/19/24	NATIO015 NATIONAL FUEL		\$1,721.58	A-1620-440-000	E	SHARED SERVICES - GAS	R	12/19/24	12/19/24		11/8-12/12
25-00852	12/19/24	NATIO015 NATIONAL FUEL		\$441.35	A-1621-440-000	E	NORTH END FIRE HALL - GAS	R	12/19/24	12/19/24		11/6-12/10

PO # PO Date Vendor Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	Invoice
25-00854 12/19/24 NEWY0010 NEW YORK PLANNING FEDERATION									
1 VILLAGE MEMBERSHIP DUES 2025	\$325.00	A-8020-432-000	E	PLANNING-DUES & SUBSCRIPTION	R	12/19/24	12/19/24		18931
25-00855 12/19/24 NOCOE005 NOCO ENERGY CORP.- FUELS									
1 DIESEL FUEL	\$365.76	A-5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	12/19/24	12/19/24		SM1005617
2 DIESEL FUEL	\$187.62	A-8160-416-000	E	REFUSE & GARBAGE-GASOLINE & OIL	R	12/19/24	12/19/24		SM1005617
3 DIESEL FUEL	\$379.86	A-5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	12/19/24	12/19/24		SM1005617
4 DIESEL FUEL	\$129.30	A-8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	12/19/24	12/19/24		SM1005617
5 DIESEL FUEL	\$67.91	G-8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	12/19/24	12/19/24		SM1005617
	\$1,130.45								
25-00856 12/19/24 NOCOE005 NOCO ENERGY CORP.- FUELS									
1 DIESEL FUEL	\$610.03	A-5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	12/19/24	12/19/24		SM1005630
25-00857 12/19/24 NOCOE005 NOCO ENERGY CORP.- FUELS									
1 UNLEADED FUEL	\$92.04	A-3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	12/19/24	12/19/24		SP 12934326
2 UNLEADED FUEL	\$227.65	A-5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	12/19/24	12/19/24		SP 12934326
3 UNLEADED FUEL	\$188.73	A-8160-416-000	E	REFUSE & GARBAGE-GASOLINE & OIL	R	12/19/24	12/19/24		SP 12934326
4 UNLEADED FUEL	\$108.77	A-8170-416-000	E	STREET CLEANING-GASOLINE & OIL	R	12/19/24	12/19/24		SP 12934326
5 UNLEADED FUEL	\$87.83	G-8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	12/19/24	12/19/24		SP 12934326
	\$705.02								
25-00858 12/19/24 N0000015 NYSEG									
1 CENTRAL & W MAIN	\$44.16	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD	R	12/19/24	12/19/24		11/2-12/2
25-00859 12/19/24 N0000015 NYSEG									
1 CENTRAL & BRADY	\$40.43	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	12/19/24	12/19/24		11/9-12/11
25-00860 12/19/24 N0000015 NYSEG									
1 34 CENTRAL AVE	\$72.65	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD	R	12/19/24	12/19/24		11/2-12/4
25-00861 12/19/24 N0000015 NYSEG									
1 MON LTG,NEFH,LMB,ST LTG	\$27.62	A-7110-438-000	E	PARKS-ELECTRIC	R	12/19/24	12/19/24		VARIOUS

PO# PO Date Vendor

Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Date	Eric Date	Royd Date	Chk/Void Date	Invoice
25-00861				Account Continued						
2	\$300.32	A-1621-438-000	E	NORTH END FIRE HALL - ELECTRIC	R	12/19/24	12/19/24	12/19/24		VARIOUS
3	\$905.31	A-1620-438-000	E	SHARED SERVICES - ELECTRIC	R	12/19/24	12/19/24	12/19/24		VARIOUS
4	\$7,575.83	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	12/19/24	12/19/24	12/19/24		VARIOUS
	\$8,809.08									
25-00862				STATE COMPTROLLER-JUSTICE FUND						
1	\$289.25	T-061-000	G	TRUST FUND, COURT & TRUST	R	12/19/24	12/19/24	12/19/24		12/11/24
25-00863				OFFICE OF THE STATE COMPTROLLE						
1	\$85.00	A-1325-470-000	E	FINANCE TREASURER -EXP & TRAI	R	12/19/24	12/19/24	12/19/24		24PRI_KISIEL_3
25-00864				PEAR TREE HOMES, LLC						
1	\$1,500.00	T-030-000	G	GUARANTY & BID DEPOSITS	R	12/19/24	12/19/24	12/19/24		40 NEWELL
25-00865				PITNEY BOWES GLOBAL FINANCIAL						
1	\$423.93	A-1325-434-000	E	INANCE TREASURER - PROFESSIO	R	12/19/24	12/19/24	12/19/24		3320063257
25-00866				ELIZABETH REILLY-MEEGAN						
1	\$90.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24	12/19/24		12/19/2024
25-00867				REINHOLD, MICHAEL						
1	\$115.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/19/24	12/19/24	12/19/24		12/19/2024
25-00868				SAIA COMMUNICATIONS INC						
1	\$968.24	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: I	R	12/19/24	12/19/24	12/19/24		928007073
2	\$622.00	A-5110-452-000	E	STREET MAINT-REPAIRS/MAINT: TI	R	12/19/24	12/19/24	12/19/24		928007073
	\$1,590.24									
25-00869				SHERIDAN HR LLC						
1	\$2,700.00	A-1010-435-600	E	BOARD OF TRUSTEES - HIR CONSU	R	12/19/24	12/19/24	12/19/24		2424
25-00870				STATE INDUSTRIAL PRODUCTS						
1	\$1,522.29	G-8120-415-000	E	SANITARY SEWERS-CHEMICALS	R	12/19/24	12/19/24	12/19/24		903600953

LANCASTER VILLAGE

Purchase Order Listing By P.O. Number

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
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25-00871 12/19/24 VERIZO10 VERIZON WIRELESS

1	PHONES DECEMBER 2024	\$303.92	A-3411-485-000	E	FIRE DEPT - CELL PHONES / DATA F	12/19/24	12/19/24		DECEMBER
2	PHONES DECEMBER 2024	\$51.42	A-1010-485-000	E	BOARD OF TRUSTEES - CELL PHON R	12/19/24	12/19/24		DECEMBER
3	PHONES DECEMBER 2024	\$31.25	A-1210-485-000	E	EXECUTIVE MAYOR - CELL PHONE R	12/19/24	12/19/24		DECEMBER
4	PHONES DECEMBER 2024	\$31.25	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD F R	12/19/24	12/19/24		DECEMBER
5	PHONES DECEMBER 2024	\$31.25	A-1325-485-000	E	FINANCE TREASURER - CELL PHON R	12/19/24	12/19/24		DECEMBER
6	PHONES DECEMBER 2024	\$69.24	A-3990-476-000	E	DISASTER PREP-MOBILE PH & DAT. R	12/19/24	12/19/24		DECEMBER
7	PHONES DECEMBER 2024	\$37.99	A-3989-485-000	E	BUILDING INSPECTION-CELL PHON R	12/19/24	12/19/24		DECEMBER
8	PHONES DECEMBER 2024	\$31.25	A-1640-485-000	E	DEPT PUBLIC WORKS GARAGE-CE R	12/19/24	12/19/24		DECEMBER
9	PHONES DECEMBER 2024	\$37.99	G-8115-485-000	E	ADMINISTRATION-CELL PHONE R	12/19/24	12/19/24		DECEMBER
10	PHONES DECEMBER 2024	\$75.98	A-8560-475-000	E	SHADE TREES-UNCLASSIFIED R	12/19/24	12/19/24		DECEMBER

\$701.54

25-00872 12/19/24 WOODC005 WOODCUTTERS HEADQUARTERS INC.

1	TREE CREW EQUIPMENT	\$1,833.73	A-8560-250-000	E	SHADE TREES-OTHER EQUIPMENT-S R	12/19/24	12/19/24		522013
25-00873	12/19/24 WNYST005 WNY STORMWATER COALITION								
1	ANNUAL MEMBERSHIP FEES 2025	\$1,800.00	A-8540-435-000	E	DRAINAGE-CONTR SVC-MS4 COMF R	12/19/24	12/19/24		2025 MEMBERSHIP

25-00874 12/19/24 NATIO015 NATIONAL FUEL

1	DPW ACCOUNT 11/4-12/5	\$1,465.56	A-1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA R	12/19/24	12/19/24		11/4-12/5
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25-00875 12/23/24 CSEAE005 C S E A EMPLOYEE BENEFIT FUND

1	VISION & DENTAL JANUARY 2025	\$4,538.08	A-9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & R	12/23/24	12/23/24		JANUARY 2025
2	VISION & DENTAL JANUARY 2025	\$417.12	G-9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M R	12/23/24	12/23/24		JANUARY 2025
3	VISION & DENTAL JANUARY 2025	\$446.74	T-020-000	G	MEDICAL INSURANCE R	12/23/24	12/23/24		JANUARY 2025

\$5,401.94

25-00876 * 12/23/24 EMPLO005 EMPLOYEE SERVICES LLC

1	EAP SVCS 10/1/24-9/30/25	\$3,500.00	A-9089-800-000	E	EMPLOYEE BENEFITS - OTHER R	12/23/24	12/23/24		10/1-9/30
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25-00877 12/23/24 INDEP005 INDEPENDENT HEALTH

1	EMP HEALTH INS JANUARY 2025	\$2,172.65	A-9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & R	12/23/24	12/23/24		JANUARY 2025
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(* Duplicate see P.O. # 25-00829)

PO # PO Date Vendor Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Recvd Date	Chk/Void Date	Invoice
25-00877 12/23/24 INDEP005 INDEPENDENT HEALTH				Account Continued					
2 EMP HEALTH INS JANUARY 2025	\$173.69	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M R		12/23/24	12/23/24		JANUARY 2025
	<u>\$2,346.34</u>								
25-00878 12/23/24 TOWN005 TOWN OF LANCASTER									
1 BUILDING INSP SVCS 1/1-6/30 25	\$34,069.50	A -3989-435-000	E	BLDG INSPECTION-TOWN CONTRA R		12/23/24	12/23/24		1/1-6/30 2025
25-00879 12/23/24 WATTS005 WATTS ARCHITECTURE & ENGINEERS									
1 VOL PLEASANT AVE SEWER PROJ.	\$8,680.00	H -0522-400-116	E	EXPENSES - PLEASANT AVE SEWEI R		12/23/24	12/23/24		43756

Total Purchase Orders: 81 Total P.O. Line Items: 122 Total List Amount: \$136,227.87 Total Void Amount: \$0.00

Totals by Year-Fund
Fund Description

Fund	Expend Total	Revenue Total	G/L Total	Total
5-A	\$120,025.53	\$0.00	\$0.00	\$120,025.53 - 3500 = 116,525.53 ✓
5-G	\$5,140.78	\$0.00	\$145.57	\$5,286.35
5-H	\$8,680.00	\$0.00	\$0.00	\$8,680.00
5-T	\$0.00	\$0.00	\$2,235.99	\$2,235.99
Total Of All Funds:	\$133,846.31	\$0.00	\$2,381.56	\$136,227.87

Totals by Fund
Fund Description

Fund	Expend Total	Revenue Total	G/L Total	Total
A	\$120,025.53	\$0.00	\$0.00	\$120,025.53 - 3500 = 116,525.53
G	\$5,140.78	\$0.00	\$145.57	\$5,286.35
H	\$8,680.00	\$0.00	\$0.00	\$8,680.00
T	\$0.00	\$0.00	\$2,235.99	\$2,235.99
Total Of All Funds:	\$133,846.31	\$0.00	\$2,381.56	\$136,227.87

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

12/27/2024

09:17 AM

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	5-A	\$120,025.53	\$0.00	\$0.00	\$0.00	\$120,025.53
	5-G	\$5,140.78	\$0.00	\$0.00	\$0.00	\$5,140.78
	5-H	\$8,680.00	\$0.00	\$0.00	\$0.00	\$8,680.00
	Total Of All Funds:	\$133,846.31	\$0.00	\$0.00	\$0.00	\$133,846.31

3500 = 116,525.53

Batch Id: PAYROLL Batch Date: 12/20/24 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 12/20/2024 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 12/20/2024 Cr: A -200-000 CASH	2,451.52		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 Cr: A -200-000 CASH	4,914.71		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 Cr: A -200-000 CASH	1,765.55		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	60.00		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	15,869.22		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/20/2024 Cr: A -200-000 CASH	8,059.86		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	3,020.63		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	41,863.19		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	66.84		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	701.82		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/20/2024 Cr: A -200-000 CASH	540.32		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	33.42		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: A -200-000 CASH	407.15		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 Cr: A -522-000 EXPENDITURE CONTROL	915.80-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 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 12/20/2024 Cr: G -200-000 CASH	3,071.26		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/20/2024 Cr: G -200-000 CASH	4,062.74		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 Cr: A -200-000 CASH	2,318.25		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/20/2024 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 12/06/2024 Cr: A -200-000 CASH	3,038.50		41

WARNING: This account would have a negative balance: A -7550-100-000. Balance would be: 51,281.15-

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	89,165.35	0.00	0.00	0.00	0.00	0.00
	G	7,134.00	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		96,299.35	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	96,299.35
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: 12/20/24 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 12/20/2024 Cr: A -200-000 CASH	6,891.21		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 12/20/2024 Cr: G -200-000 CASH	545.75		2

LANCASTER VILLAGE
Expenditure Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,891.21	0.00	0.00	0.00	0.00	0.00
	G	545.75	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		7,436.96	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	7,436.96
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.

Batch Id: TASC Batch Date: 12/11/24 Batch Type: Standard

Account No.	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 Account Description	Expenditure	NOVEMBER 2024 HRA TRANSACTIONS	9,138.43		1
		EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS			
		Db: A -522-000 EXPENDITURE CONTROL			
		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	9,138.43	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		9,138.43	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	9,138.43
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:	1	

There are NO errors in this listing.

	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 December 13, 2024 – January 2, 2025.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.	_____	_____	Correspondence from Robert Heil, SLA Solutions, providing notice of a new application for an on-premises alcoholic beverage license for Spano Enterprises (dba Papi Grande’s) to be located at 20 West Main Street as received in the Village Clerk-Treasurer’s Office on January 2, 2025, and further requesting a waiver of the 30-day notification requirement to expedite the licensing process.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Change in Use application for Lancaster Indoor Bounce House, 11 West Main Street, Suite 980, following review by the Planning Commission at its December 19, 2024 meeting.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Site Plan application submitted by William and Lori Skubis for Skoob’s Village Grille, 50 Central Avenue, following review by the Planning Commission at its December 19, 2024 meeting.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.	_____	_____	Correspondence from Watts Architects & Engineers providing a proposal for engineering services for storm sewer investigations in Mini-Systems 4 and 7.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.	_____	_____	Correspondence from NYS Department of State providing confirmation of electronic submission of the Uniform Code and Energy Code Administration and Enforcement Report for Reporting Year 2024 for the Village of Lancaster as prepared and filed by Town of Lancaster Supervising Code Enforcement Officer Matthew Fischione.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
8.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
9.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File</i>	

VILLAGE COVER SHEET

JANUARY 6, 2025 BOARD MEETING

PERMITS ISSUED 7

VILLAGE PERMIT TOTAL

INSTALL SIGN	1
GENERATOR	1
INSTALL RESIDENTIAL PLUMBING	2
ERECT RESIDENTIAL ADD/ALT	1
ERECT COMMERCIAL ADD/ALT	2
TOTAL PERMITS FOR THE VILLAGE	7

Vibe Yoga Lab LLC	11 W. Main St.	Commercial Add/Alt
Franks Commercial & Home	15 Bowen Ave.	Residential Add/Alt
Vibe Yoga Lab LLC	11 W. Main St.	Sign
All Pro Plumbing LLC	185 Laverack Ave.	Residential Plumb.
Cellino Plumbing Inc.	68 Church St.	Residential Plumb.
Ledger Cree Development	51 Beach Ave.	Commercial Add/Alt
Home Power Systems LLC	38 Aurora St.	Generator

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 01/02/25</i>						
2025-0002	12 Milton Dr	115.10-9-17	Exterior Property Maint	Open	Thaddeus Edwards	
2025-0003	16 James Pl	115.27-2-29	Exterior Property Maint	Open	Dennis Tremblay	
				Open Date: 01/02/25 Total #: 2		
<i>Open Date: 12/20/24</i>						
2024-0859	41 Lombardy St	115.27-4-17	Exterior Property Maint	Closed	Daniel Aubry	
				Open Date: 12/20/24 Total #: 1		
<i>Open Date: 12/23/24</i>						
2024-0860	72 Lombardy St	115.35-2-14	Exterior Property Maint	Closed	Delevan Property Holdings	
2024-0861	23 Pardee Ave	115.35-2-2	Exterior Property Maint	Closed	Cody William Clement-Sanders	
2024-0862	58 Lombardy St	115.27-5-24	Exterior Property Maint	Open	Andrew Christopher	
2024-0863	54 Lombardy St	115.27-5-22	Exterior Property Maint	Closed	Nicolas Cavalleri	
2024-0864	48 Lombardy St	115.27-5-19	Exterior Property Maint	Closed	Cory Adamczak	
2024-0865	38 Lombardy St	115.27-5-14	Exterior Property Maint	Open	Lawrence Pignataro	
2024-0866	25 Lombardy St	115.27-4-9	Exterior Property Maint	Closed	Derek Malke	
2024-0867	23 Lombardy St	115.27-4-8	Exterior Property Maint	Closed	Fifth Third Bank National Ass.	
2024-0868	19 Lombardy St	115.27-4-7	Exterior Property Maint	Closed	Eric Ellis	
2024-0869	5533 Broadway St	104.83-5-26.1	Exterior Property Maint	Closed	Swanson & Birkby Assocs LLC	
				Open Date: 12/23/24 Total #: 10		
<i>Open Date: 12/26/24</i>						
2024-0872	71 Brandel Ave	104.16-3-3	Misc	Closed	Sandra Zelak	
				Open Date: 12/26/24 Total #: 1		
<i>Open Date: 12/27/24</i>						
2024-0873	151 Sawyer Ave	104.11-10-20	Interior Property Maint	Closed	Joseph Milazzo	
				Open Date: 12/27/24 Total #: 1		
<i>Open Date: 12/30/24</i>						
2024-0876	00 Aurora St	115.57-2-95	Exterior Property Maint	Open	Parkview Court Inc.	
				Open Date: 12/30/24 Total #: 1		
						Grand Total: 16

LISTED # 2
CORRESPONDENCE
MEETING DATE 1/13/2025



5008 MOUNT VERNON BLVD.
HAMBURG, NY 14075
585-633-3165 info@slasolutions.com www.slasolutions.com

REQUEST FOR WAIVER OF THE 30 DAY MUNICIPALITY NOTIFICATION

Date: 12/30/2024

To the Municipality of: LANCASTER

Please be advised that a waiver of the 30-day notification is requested on behalf of SPANO ENTERPRISES, LLC dba PAPI GRANDE'S located at 20 W MAIN ST., LANCASTER, NY 14086. They are applying for an ON PREMISE LIQUOR LICENSE to serving LIQUOR, WINE, BEER & CIDER in a RESTAURANT establishment. This request is made to expedite the licensing process.

Thank You,

ROBERT HEIL

SLA Solutions

If such waiver is granted, please write a letter to that effect, signed by an Official, on OFFICIAL municipality stationary and either fax, e-mail or forward it to:

Robert Heil, Liquor License Consultant

5008 Mount Vernon Blvd.,

Hamburg, NY 14075

PHONE: 716-777-4060

FAX : 866-910-5025

E-MAIL : info@slasolutions.com

RECEIVED

JAN - 2 2025

Village of Lancaster
Clerk- Treasurers Office

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 1a. Delivered by:

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

New Application Removal Class Change

For premises in the City of New York:

New Application New Application and Temporary Retail Permit Temporary Retail Permit Removal
 Class Change Method of Operation Corporate Change Renewal Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board:

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): Expiration Date (if applicable):

5. Applicant or Licensee Name:

6. Trade Name (if any):

7. Street Address of Establishment:

8. City, Town or Village: , NY Zip Code:

9. Business Telephone Number of applicant/ Licensee:

10. Business E-mail of Applicant/Licensee:

11. Type(s) of alcohol sold or to be sold: Beer & cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full Food menu; full kitchen run by a chef/cook Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment:

Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

14. Method of Operation: Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

Video/Arcade Games Third Party Promoters Security Personnel

Other (specify):

15. Licensed Outdoor Area: None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure
 (check all that apply) Sidewalk Cafe Other (specify):

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
Name	Serial Number

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature: 



LISTED # 3
CORRESPONDENCE #
MEETING DATE 1/13/2025

January 2, 2025

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

Re: Lancaster Indoor Bounce House
11 West Main St. Suite 980, Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on December 19, 2024, the Planning Commission reviewed the request submitted by the petitioners, Jim Connors and Frank Verece, and moved to recommend the Village to approve the Change in Use Application.

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
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 Connors, Petitioner
Frank Verece, Petitioner



January 2, 2025

LISTED # 4
CORRESPONDENCE #
MEETING DATE 1/13/2025

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

Re: Skoob's Village Grille
50 Central Ave., Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on December 19, 2024, the Planning Commission reviewed the request submitted by the petitioners, William and Lori Skubis, and moved to recommend the Village to approve the Site Plan Application.

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
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
William and Lori Skubis, Petitioners

Mike Stegmeier

From: Lisa Mies <lmies@watts-ae.com>
Sent: Monday, January 6, 2025 11:14 AM
To: Mike Stegmeier
Cc: Bradley Sendlak; Shawn Marshall; Jessica Henschel; Dawn Maiolo
Subject: 24-731 - Village of Lancaster - Mini-Systems 4 and 7 Storm Sewer Investigations
Attachments: 24-731 MS4+7 Storm.pdf

Good morning,

See attached proposal for the Village of Lancaster, Mini-Systems 4 and 7 Storm Sewer Investigations.

If you have any questions or need additional information, do not hesitate to contact us.

Thank you for the opportunity to submit this proposal to you.

Lisa Mies
Marketing Consultant



Watts Architects & Engineers
95 Perry Street, Suite 300, Buffalo, NY 14203
716-206-5144 Phone
BUFFALO / ROCHESTER / SYRACUSE / NEW YORK
watts-ae.com



Transmitted via email: mstegmeier@lancastervillage.org

January 6, 2025

Michael E. Stegmeier
Clerk - Treasurer
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

**Re: Proposal for Professional Engineering Services
Mini-Systems 4 and 7 Storm Sewer Investigations
Watts Proposal No. 24-731**

Dear Mr. Stegmeier:

Watts Architects & Engineers (Watts) is pleased to present the following proposal to provide professional services for the project referenced above. Our proposal is organized in the following sections: Background, Scope of Services, Technical Assumptions, Compensation and Schedule.

BACKGROUND

The Village of Lancaster (the Village) has been required by the New York State Department of Environmental Conservation (DEC) under Order on Consent #R9-20030410-19 to provide a comprehensive Capacity, Management, Operation and Maintenance Plan (CMOM) and a Work Plan, which includes an Infiltration/Inflow Report (I/I Report), Sanitary Sewer Evaluation Survey (SSES) and Corrective Action Plans (CAP). Watts has been under contract since May 2016 to support the Village in satisfying the requirements of the Order on Consent and preparing the necessary reports, field investigations and data analysis.

Most of the sanitary sewers within Mini-System 4 (MS-4) and Mini-System 7 (MS-7) have been either replaced or had liners installed. However, sewer overflow issues continue to occur within MS-4, including the central business district, and additionally there are sewer backups occurring at a residence on Oxford Avenue. In previous projects, existing storm manholes that are buried and unmapped have been discovered and encountered. While many efforts have been made to separate the storm and sanitary systems, it is now believed that there are potentially storm manholes and sewers that are still interconnected with the sanitary sewer system. Watts previously performed site-specific stormwater investigations throughout mini-system 4 and found several cross connections, one of which was on Pleasant Ave, which has turned into a new project for the Village. Another cross connection was discovered on Court Street via smoke testing. After filming, no connection was found, and further investigation was not completed. Additionally, Mini-system 7 was investigated in Parkview Court and around Oxford and Richmond Avenues due to surcharging. No cross connections were identified in that area.

Watts is proposing to finish investigating the cross connection on Court Street, as well as the remainder of mini-systems 4 and 7 to locate areas within the storm sewer that could still be contributing to surcharging of the sanitary sewers during rain events.

SCOPE OF SERVICES

Items to be completed between Spring and Fall 2025:

1. Oversee DPW personnel to investigate stormwater inflow within Mini-Systems 4 and 7.
 - a. Investigate the storm sewer system for cross connections and if buried manholes are discovered, DPW will uncover, and investigate interconnection from the storm sewer to the sanitary sewer system.
 - b. Investigations will include smoke and dye testing and some CCTV as necessary.
 - c. This is anticipated to take twenty-five (25) days of oversight in the field by Watts personnel.
2. Submit an overall report of the findings to the Village Board, including order-of-magnitude recommendations, for future design and construction documents to remedy issues found.

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to support necessary field operations for tasks including manhole inspections, smoke testing, CCTV inspections, Flow Testing, Internal Building and House to House Inspections. Additional support may be required beyond the items previously listed.
2. The Village will apply to NYSDOT for a Utility Work Permit prior to starting operations on Broadway (Route 20).
3. The Village will apply to Erie County DPW for a Utility Work Permit prior to starting testing operations on Aurora Street, south of Como Park Blvd to the Village line.
4. The Village will be responsible for Maintenance and Protection of Traffic plans and operations.

TECHNICAL ASSUMPTIONS

- A. Base Scope of Services does not include design, construction or permitting services for capital improvements or repairs.
- B. Watts' staff will attend two (2) meetings with the Village to discuss findings. Watts' staff will be available to participate in conference calls as necessary.
- C. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.

COMPENSATION

Compensation required for the Base Scope of Services indicated above will be in accordance with the following "lump sum" fees and the attached Appendix A: General Conditions for Professional Services. Our invoices will be submitted on a monthly basis with 30 days terms of net. The fees in this proposal are firm for 30 days, but thereafter are subject to change without notice. These services are to be provided for the following fees:

Mini-systems 4 and 7 Storm Sewer Investigations \$39,600.00

Additional services required beyond the above-described Scope of Services will be invoiced on a time-and-expense basis in accordance with the attached Schedule of Professional Fees and Reimbursable Expenses. Your written consent will be obtained prior to the commencement of any additional or out-of-scope work.

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. We anticipate the effort to be completed by fall 2025.

We appreciate this opportunity to continue with this project. If you should have any questions or need additional information, please do not hesitate to contact me at (716) 206-5110 or Brad Sendlak at (716) 206-5107.

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments: Appendix A: General Conditions for Professional Services
Schedule of Professional Fees and Reimbursable Expenses
EX A - Mini-system 4 Storm Sewer Investigation Locations
EX B - Mini-system 4 Storm Sewer Investigation Locations
EX C - Mini-system 4 Storm Sewer Investigation Locations
EX D - Mini-system 7 Storm Sewer Investigation Locations
EX E - Mini-system 7 Storm Sewer Investigation Locations

PROPOSAL ACCEPTANCE

The attached Base Scope of Services, Technical Assumptions, Compensation, Schedule, Professional Fee and Reimbursable Expenses and Appendix A are acceptable for Watts Proposal No. 24-731, Proposal for Professional Engineering Services, Mini-Systems 4 and 7 Storm Sewer Investigations for the Village of Lancaster (CLIENT).

Agreed to and accepted this _____ day of _____, 2025.

Signed: _____

Name: _____
(please print)

Title: _____

Your Company Reference Number
to Appear on our Invoice(s): _____

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

Watts Architects & Engineers (WATTS) will perform professional services in a timely manner but it is agreed between the parties to this Agreement that WATTS cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

WATTS will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided. Watts shall only be liable for its own negligent acts or omissions and assumes no liability for the acts or omissions of any other party.

Drawings, specifications and other documents, prepared by WATTS and their consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. WATTS and their consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by any other party for future additions or alterations to this Project or for other projects, without the prior written agreement of WATTS. Any unauthorized use of the Instruments of Service shall be at the other party's sole risk and without liability to WATTS and their consultants.

During the performance of services within this Agreement, the scope of WATTS' services and compensation thereon may be adjusted by written consent of the client.

If a dispute arises out of or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions, the parties agree that prior to the filing of any legal action, they will first endeavor to settle the dispute in an amicable matter by non-binding mediation, using a certified mediator or certified mediation service. Failure of the parties to resolve the dispute through mediation shall in no way remove the right of either party to pursue any legal action or recourse. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of New York.

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, pandemics, epidemics or other events beyond the control of the other or the other's employees and agents.

Progress payments shall be made in proportion to services performed and shall be due and payable within 30 days of submittal, without retainage unless other terms are specified in proposal. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal.

The total liability, in the aggregate, of WATTS to CLIENT and anyone claiming by, through, or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of WATTS, shall not exceed the total insurance proceeds paid on behalf of or to CLIENT by WATTS insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of WATTS insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal).

To the fullest extent permitted by law, WATTS shall indemnify and hold harmless CLIENT's officers, directors, partners, and employees from and against any and all damages caused solely by the negligent acts or omissions of WATTS in the performance and furnishing of services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WATTS from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT with respect to this Agreement or the Project.

To the fullest extent permitted by law, WATTS' total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of WATTS and in part by the negligence of CLIENT or any other negligent entity or individual shall not exceed the percentage share that WATTS' negligence bears to the total negligence of CLIENT, WATTS, and all other negligent entities and individuals.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WATTS from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The Parties agree that this Agreement may be executed in counterparts, each of which shall be enforceable against the other Party signing it and together shall be deemed to be a single original. The Parties agree that electronic copies and facsimile transmissions of signatures shall be deemed originals for all purposes.

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

July 1, 2024

PROFESSIONAL FEES:

Labor Category	Minimum	Average	Maximum
Principal	\$212	\$262	\$354
Sr. Enviro. Mgr. - NYC Office	\$209	\$209	\$209
Sr. Structural Engineer	\$194	\$194	\$194
Sr. Environmental Consultant	\$119	\$146	\$189
Architecture Dept. Design Leader	\$188	\$188	\$188
Engineer VI (A)	\$182	\$186	\$188
Engineer VIII (A)	\$186	\$186	\$186
Architecture Dept. Business Leader	\$181	\$181	\$181
Structural Engineer III (A)	\$166	\$166	\$166
Engineer IV (A)	\$139	\$146	\$153
Sr. Environmental Consultant - NYC	\$153	\$153	\$153
Sr. Environmental Engineer III	\$152	\$152	\$152
Engineer III (A)	\$113	\$132	\$151
Architect Designer	\$95	\$116	\$136
Engineering Technician II (N)	\$136	\$136	\$136
Sr. CADD Technician	\$133	\$133	\$133
Environmental Scientist IV	\$125	\$125	\$125
Sr. Environmental Scientist	\$113	\$113	\$113
Environmental Consultant	\$96	\$103	\$111
Architect	\$105	\$108	\$110
Engineer II/I (A)	\$97	\$103	\$107
Environmental Engineer I/II	\$99	\$99	\$99
CADD Technician II	\$97	\$97	\$97
Project Monitor Supervisor	\$89	\$89	\$89
Environmental Scientist II	\$78	\$81	\$83
Project Monitor / Air Sampling Tech.	\$57	\$66	\$81
Administrative Assistant	\$78	\$78	\$78
Associate Eng. Technician II (N)	\$78	\$78	\$78
Environmental Scientist I	\$72	\$75	\$78
Intern Architect	\$78	\$78	\$78

REIMBURSABLE EXPENSES:

- Per diem for lodging and meals shall be limited to the Federal maximum rate for the area of stay (published yearly by the Internal Revenue Service, IRS Publication #1542). These charges will be billed at cost.
- Travel, long distance telephone, postage, and toll charges will be billed at cost, based on federal maximum rates.
- Reproduction Costs:

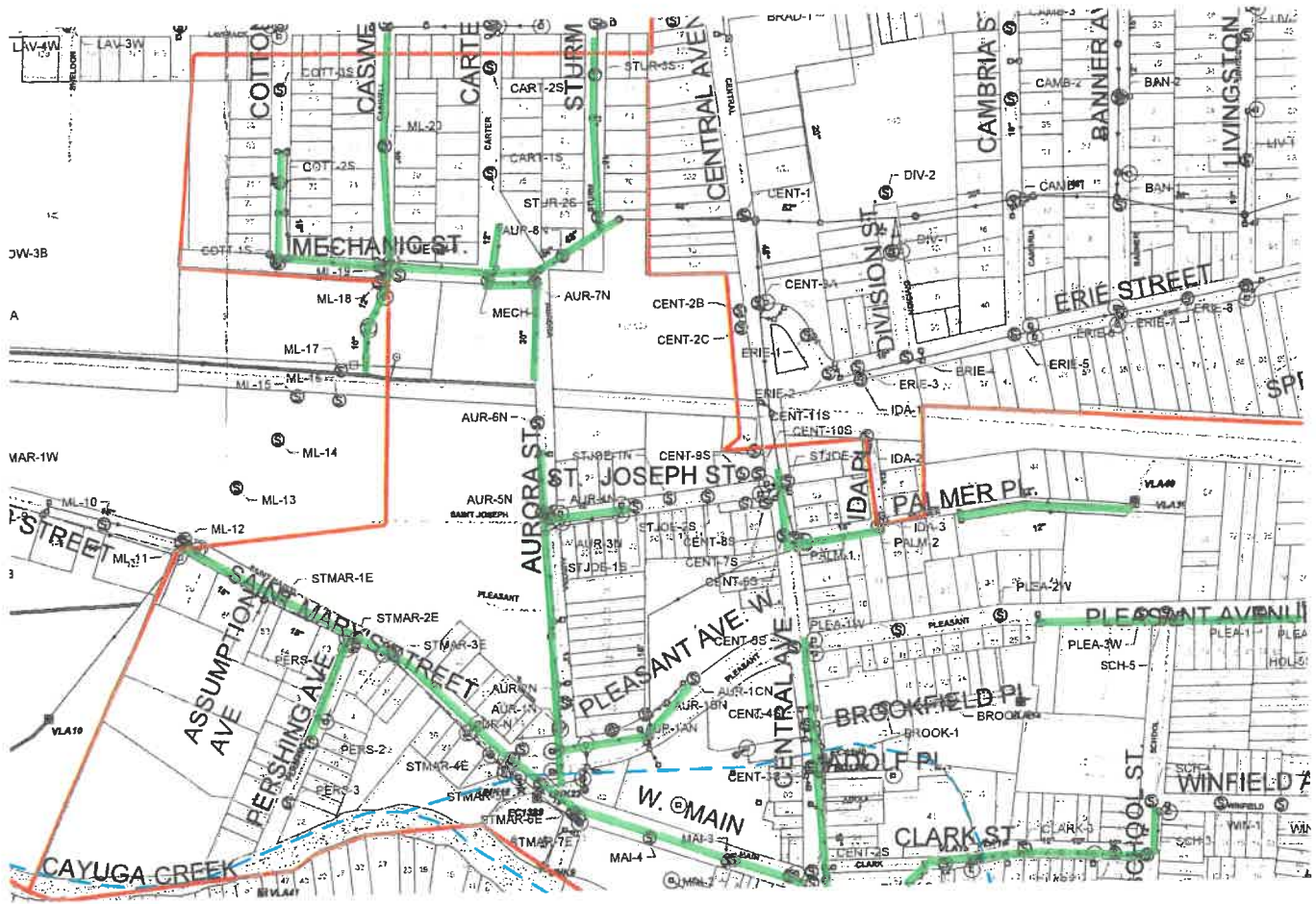
Xerox Copies: \$0.05 per sheet	CADD Plots: \$1.00 per plot
Blueprints: \$0.30 per sq. foot	CADD Mylars: \$5.00 per plot
Color Copies: \$0.30 per sheet	Project Photos: at cost
- Materials, outside services, special equipment, and supplies purchased on behalf of the client, with client's prior consent, will be billed at cost plus 20%. Variance fees made payable to the NYS Commissioner of Labor will be paid directly by the client.
- Asbestos Sampling Fees (rates to be determined on a job-by-job basis)

Billing will be on a monthly basis or upon completion of work, with terms of net at 20 days from day of invoicing. Each invoice will break the technical service labor down by job classification and total hours for each classification.

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE

LEGEND

- ★ UNMAPPED OUTFALL
- CATCH BASIN
- MANHOLE
- PIPE
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- CREEK WATERSHED
- INVESTIGATION AREAS
- DRAINAGE INLET
- CULVERT
- POND INLET/OUTLET
- MUNICIPAL OUTFALL
- COUNTY OUTFALL
- FLOW DIRECTION
- DITCH



1 MINI-SYSTEM 4 STORM SEWER INVESTIGATION LOCATIONS

SCALE: 1" = 500'

project number:
 drawn by: JAB
 checked by: SMM
 date: DECEMBER 2024
 scale: AS NOTED

number	date	description	by

project
**LANCASTER
 MINI-SYSTEMS 4&7
 STORM SEWER
 INVESTIGATION
 PROPOSAL**



sheet title
**STORM
 INVESTIGATION
 LOCATIONS**

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sheet number
EX A

LEGEND

- ★ UNMAPPED OUTFALL
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- MINI-SYSTEM BOUNDARY LINE
- CREEK WATERSHED
- INVESTIGATION AREAS
- AREAS ALREADY INVESTIGATED
- ⊗ DRAINAGE INLET
- ⊠ CULVERT
- ⊞ POND INLET/OUTLET
- ▣ MUNICIPAL OUTFALL
- ▣ COUNTY OUTFALL
- FLOW DIRECTION
- DITCH



1 MINI-SYSTEM 4 STORM SEWER INVESTIGATION LOCATIONS

SCALE: 1" = 500'

project number:
 drawn by: JAB
 checked by: SMM
 date: DECEMBER 2024
 scale: AS NOTED

drawing history			
number	date	description	by

project
**LANCASTER
 MINI-SYSTEMS 4&7
 STORM SEWER
 INVESTIGATION
 PROPOSAL**



sheet number
EX B

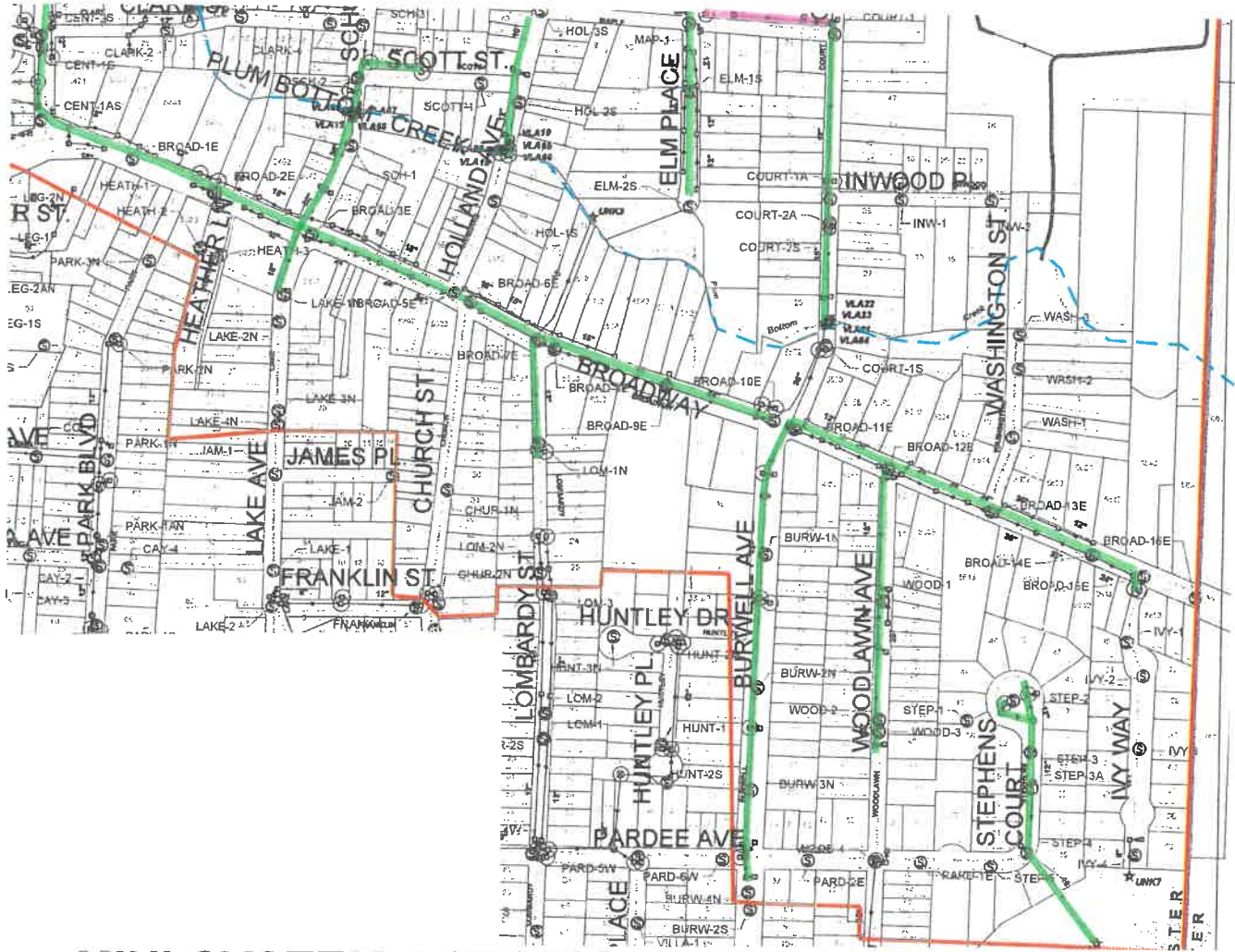
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sheet title
**STORM
 INVESTIGATION
 LOCATIONS**

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LEGEND

- ★ UNMAPPED OUTFALL
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1 MINI-SYSTEM 4 STORM SEWER INVESTIGATION LOCATIONS

SCALE: 1" = 500'



project number:
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 checked by: SMM
 date: DECEMBER 2024
 scale: AS NOTED

drawing history			
number	date	description	by

project
**LANCASTER
 MINI-SYSTEMS 4&7
 STORM SEWER
 INVESTIGATION
 PROPOSAL**

sheet number

EX C

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sheet title

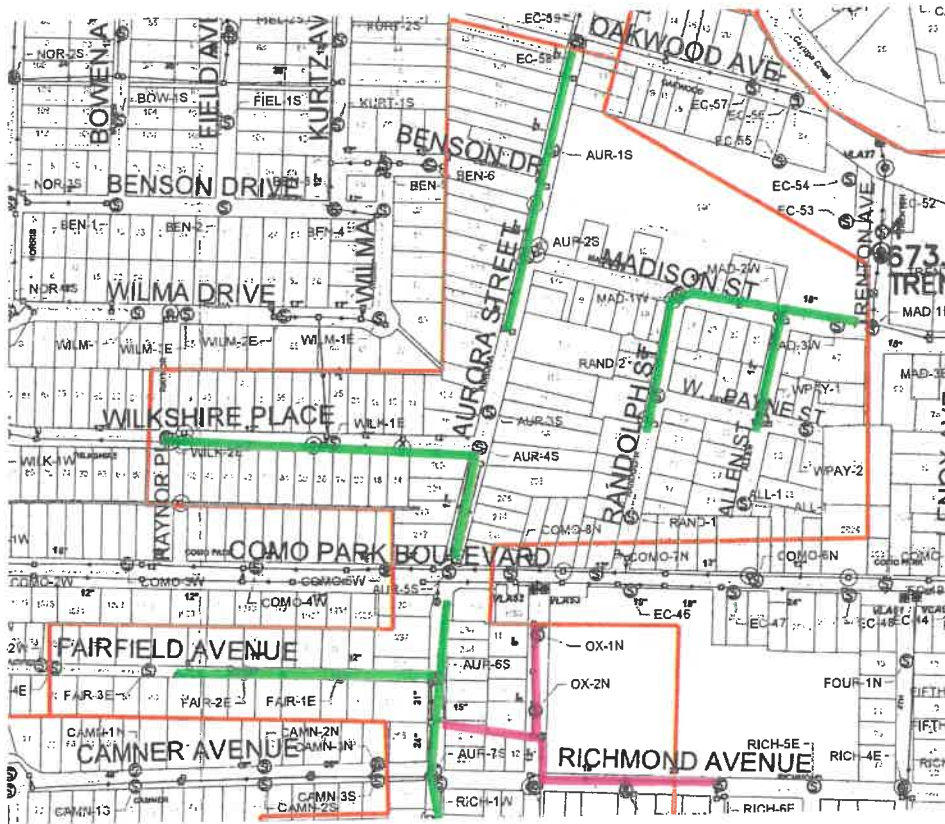
**STORM
 INVESTIGATION
 LOCATIONS**



96 Perry Street, Suite 300
 Buffalo, NY 14203

LEGEND

- ★ UNMAPPED OUTFALL
- ▣ CATCH BASIN
- MANHOLE
- PIPE
- ▣ DRAINAGE INLET
- ▣ CULVERT
- ▣ POND INLET/OUTLET
- ▣ MUNICIPAL OUTFALL
- ▣ COUNTY OUTFALL
- FLOW DIRECTION
- DITCH
- MINI-SYSTEM BOUNDARY LINE
- CREEK WATERSHED
- INVESTIGATION AREAS
- AREAS ALREADY INVESTIGATED



MINI-SYSTEM 7 STORM SEWER INVESTIGATION LOCATIONS

1

SCALE: 1" = 500'



project number:
 drawn by: JAB
 checked by: SMM
 date: DECEMBER 2024
 scale: AS NOTED

drawing history		
number	date	description

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project
**LANCASTER
 MINI-SYSTEMS 4&7
 STORM SEWER
 INVESTIGATION
 PROPOSAL**

sheet title
**STORM
 INVESTIGATION
 LOCATIONS**



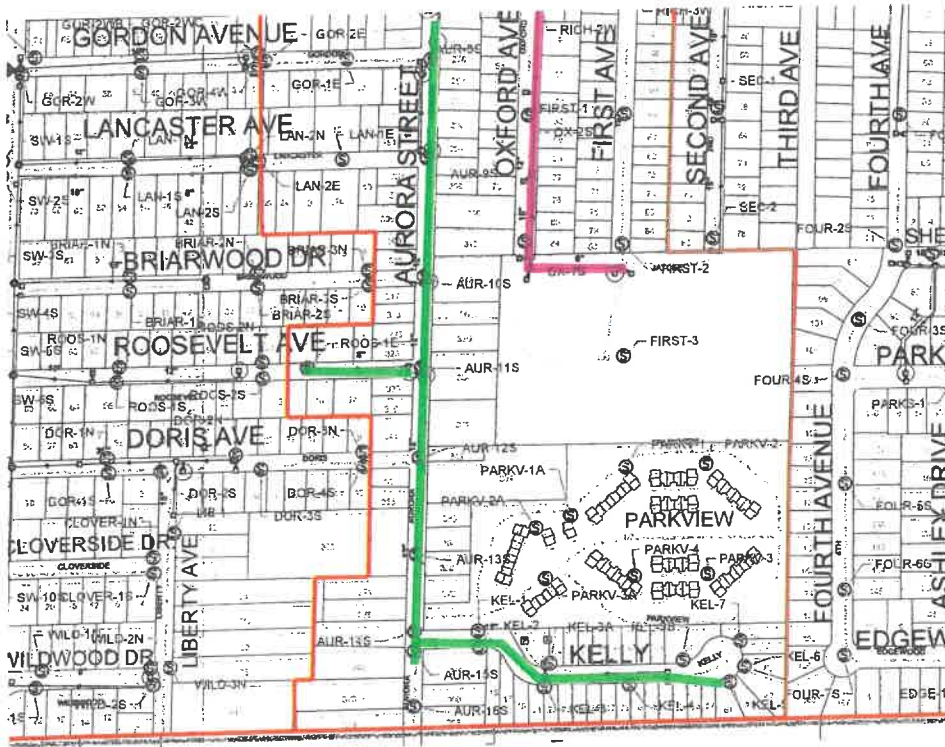
sheet number

EX D

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LEGEND

- ★ UNMAPPED OUTFALL
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- ⊠ CULVERT
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- ⊠ COUNTY OUTFALL
- FLOW DIRECTION
- DITCH



1

MINI-SYSTEM 7 STORM SEWER INVESTIGATION LOCATIONS

SCALE: 1" = 500'



project number:
 drawn by: JAB
 checked by: SMM
 date: DECEMBER 2024
 scale: AS NOTED

drawing history
 number date description by

number	date	description	by

sheet number

EX E

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project
**LANCASTER
 MINI-SYSTEMS 4&7
 STORM SEWER
 INVESTIGATION
 PROPOSAL**

sheet title
**STORM
 INVESTIGATION
 LOCATIONS**



**Watts
 Architects
 & Engineers**
 85 Perry Street, Suite 300
 Buffalo, NY 14203

Mike Stegmeier

From: dos.sm.codes.1203ReportForm <dos.sm.codes.1203ReportForm@dos.ny.gov>
Sent: Tuesday, January 7, 2025 3:30 PM
To: MFischione@lancasterny.gov
Cc: Lynne T. Ruda; Mike Stegmeier
Subject: 2024 Annual Report Submission Received for Lancaster
Attachments: Uniform Code Administration and Enforcement Report 2024.pdf

Dear Matthew Fischione,

This email confirms your electronic submission of the *Uniform Code and Energy Code Administration and Enforcement Report (Reporting Year 2024)* for Village of Lancaster (Erie County) on Tuesday, January 7, 2025 3:29 PM. This is the first submission received for the reporting year. A transcript of your submission is attached for your records.

If you have any questions, please contact the Division office by replying to this email or using contact information provided below.

Oversight Unit

**Division of Building Standards and Codes
New York Department of State**

99 Washington Avenue, Suite 1160
Albany, NY 12231
(518) 474-4073
www.dos.ny.gov

You are receiving this message because you have been identified as the official who most recently submitted a report on behalf of Lancaster or because you are identified in records provided to our agency by the Office of State Comptroller as the chief executive or municipal clerk for Lancaster or the local government which is responsible for enforcement of the Uniform Code or Energy Code in Lancaster.



UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

GENERAL INFORMATION

Instructions

Are you using a supported web browser?

Make sure the web browser application you are using is updated to the most current release before proceeding. This form should work with current versions of *Chrome*, *Edge*, *Firefox*, and *Safari*. We recommend that you not use *Internet Explorer*, which is no longer supported by the underlying software for this form.

You may complete this form over multiple sessions.

This form will save your work on your computer as you go. If you close your browser before submitting your work, your answers should load again the next time you open the form. The data are stored by your web browser in a storage space it manages, so you must open the form again on the same computer and with the same browser to retrieve your work. You must also be logged in as the same user each time if your computer requires you to log in with a username and password.

Who must complete this form?

The official who oversees code enforcement activities for your local government must complete this form. If your local government has transferred such responsibilities to another local government by opting out of enforcement or entering a shared services agreement as provided by law, then this official will be part of the other local government. Do not complete this form if you are not responsible for code enforcement activities in this local government's jurisdiction.

Instructions

The *Reporting Year* is the calendar year (January through December) for which the reported data have been collected. The *Uniform Code* is the New York State Uniform Fire Prevention and Building Code. The *Energy Code* is the New York State Energy Conservation Construction Code. The *Code Official* is the official enforcing the Uniform Code or Energy Code in the local government.

If you are submitting on behalf of a local government that administers the Uniform Code or the Energy Code for other local governments, you must submit a separate report on each city, town, village, and county for which you administer those services.

If you still have questions after reviewing this form and instructions, please contact the Division of Building Standards and Codes by emailing dos.sm.codes.1203ReportForm@dos.ny.gov or calling (518) 474-4073.

Jurisdiction

Name of Local Government

Provide the full name of the local government (e.g., for counties, "Albany County" and for others, "City of Albany", "Village of Cayuga Heights", etc.) for which you are reporting activities relative to administration and enforcement of the Uniform Code and or Energy Code. You can type part of the local government's name and choose from the list that appears.

Village of Lancaster (Erie County)

MUNICIPALITY INFORMATION

Responsibility for Administration of Uniform Code and Energy Code in Local Government

Has the local government opted out of enforcing the Uniform Code and Energy Code?

Answer "yes" only if the municipality adopted a local law which was in effect during the reporting period and provided it will not enforce the Uniform Code and Energy Code pursuant to Executive Law § 381(2).

No

Has the local government entered into an agreement pursuant to General Municipal Law, Article 5-G, with one or more other local governments to jointly administer the Uniform Code or Energy Code as authorized by Executive Law Section 381(2)?

Yes

Does another local government administer the Uniform Code for the local government pursuant to such a shared services agreement?

If yes, you will be prompted later in the submission to report details about Uniform Code administration.

Yes

Specify the other local government that is responsible for administration of Uniform Code in the local government.

town|Lancaster|140344800000

Does another local government administer the Energy Code for the local government pursuant to such a shared services agreement?

If yes, you will be prompted later in the submission to report details about Energy Code administration.

Yes

Specify the local government that is responsible for administration of the Energy Code in the local government.

town|Lancaster|140344800000

Does the local government employ any code enforcement officials or building safety inspectors to support its administration of the Uniform Code or Energy Code?

If yes, you will be prompted later in the submission to identify these personnel. Answer no if personnel who administer code for the local government are not employees of the local government.

No

SCOPE OF REPORT

Submitting Official

Your earlier responses indicate the local government is responsible for its own administration of the Uniform Code and Energy Code. You must be an employee of the local government to submit this report.

Are you an employee of the local government?

No

Please specify the local government you work for.

If you work for multiple local governments, specify the one that is responsible for administration of activities you are reporting for the local government in this report.

Lancaster

Name

Matthew Fischione

Business Phone

Provide business phone number with area code.

716-601-0934

Business Email

The e-mail receipt for this submission will be sent to this address.

Mfischione@lancasterny.gov

Business Address

21 Central Ave.

City

For business address

Lancaster

Zip Code

14086

This report pertains to the local government, and it will be submitted by **Lancaster**.

You **must** report on administration of the Uniform Code for the local government in this report.

OK

Reporting Period

Does reported activity cover the full calendar year 2024?

Answer yes if reported code enforcement activities cover the full calendar year 2024 from January 1 to December 31.

Answer no if they cover only part of the year. You should only answer no if responsibility for enforcement was transferred to or from another jurisdiction during the calendar year.

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

Yes

Reporting Period Start

What is the first date of the period for which you are reporting on the **town's** administration activity in 2024?

Reporting Period End

What is the last date of the period for which you are reporting on the **town's** administration activity in 2024?

Except where otherwise indicated, information provided in this report should reflect the status of the local government as of Dec 31, 2024. Information provided regarding activities that happened during the reporting period should include any activities that happened from Jan 1, 2024 to Dec 31, 2024.

OK

ADMINISTRATIVE AND LEGISLATIVE CONTEXT

How Responsibility Is Assigned

Are third-party contracted services used to meet the requirements of 19 NYCRR Part 1203?

Yes

Does the third party meet the education requirements of 19 NYCRR Section 1203.2(e)?

Yes

Does the fire department perform fire safety inspections?

No

Who is responsible for fire safety inspections?

Town of Lancaster

Legislative Authorization

Please list the local law(s), ordinance(s) or appropriate regulation that provides for the administration and enforcement of the Uniform Code and/or the Energy Code in the local government:

Enter the name and number of the local law, ordinance, and/or regulation that provides for the administration and enforcement of the Uniform Code in the local government (example: Local Law #12 of 2006)

Village Code, Chapter 104 Building Construction

Local Legislative Modifications of Uniform Code Standards

Does the local government have in effect any local law or ordinance that imposes construction standards that are more stringent than the requirements imposed by the *Uniform Code*?

[Answer "Yes" if the local government has a code in place that may be subject to Executive Law Article 18, Section 379.]

No

Is each such local law or ordinance approved or pending approval by the State Fire Prevention and Building Code Council pursuant to Executive Law Article 18, Section 379?

Not Applicable

Specify the year and number of the local law(s) or ordinance(s):

Do not include laws or ordinances that have been completely repealed or replaced by more recent legislation.

Local Legislative Modifications of Energy Code Standards

Does the local government have in effect any local law or ordinance that imposes a local energy conservation construction code that is more stringent than the *Energy Code*?

[Answer "Yes" if the local government has a local energy conservation construction code in place that may be subject to Energy Law § 11-109.]

No

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

Is each such local law or ordinance filed with State Fire Prevention and Building Code Council pursuant to Energy Law § 11-109?

Not Applicable

Specify the year and number of the local law(s) or ordinance(s):

Do not include laws or ordinances that have been completely repealed or replaced by more recent legislation.

PERMITTING

Building Permits

Instructions for this section

Enter the number of building permits issued for each occupancy type listed.

(A) One-family dwellings, two-family dwellings, and townhouses

(A)(1) New construction

0

(A)(2) Additions, alterations, or repairs of existing

33

(A)(3)(1) How many of the building permits were issued for the installation of a manufactured home?

0

(A)(3)(2) How many of the manufactured home installations were completed by persons/entities certified by the Department of State pursuant to 19 NYCRR Part 1210?

0

(A)(3)(3) How many of these manufactured home installations were completed by an owner/occupant certified by the Department of State pursuant to 19 NYCRR Part 1210?

0

(B) Other residential occupancies

Exclude one-family dwellings, two-family dwellings, and townhouses reported above.

(B)(1) New construction

0

(B)(2) Additions, alterations, or repairs of existing

2

(C) Nonresidential buildings

Include commercial, industrial, and hazardous occupancies

(C)(1) New construction

0

(C)(2) Additions, alterations, or repairs of existing

11

(D) Other permits

(D)(1) All other permits (pools, sheds, decks, plumbing, HVAC, etc.)

This number should include all building permits not included in figures reported above.

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

(D)(2) Certificates of occupancy or compliance issued for all occupancies
Enter the number of certificates of occupancy and/or compliance issued here.

70

(D)(2)(1) How many of the certificates of occupancy were issued for a manufactured home installation?

0

(D)(2)(1)(1) How many of the manufactured home installations had the installer's warranty seal present prior to issuance of the certificate of occupancy in accordance with 19 NYCRR Section 1210.16?

0

Operating Permits

Are operating permits required in the local government?

[Throughout the reporting period, operating permits were defined in the Uniform Code under Section 105 of the 2020 New York State Fire Code as follows:

105.6 Operating permits.

Where the stricter of the authority having jurisdiction's Code Enforcement Program or a Part 1203—Compliant Code Enforcement Program requires an operating permit to conduct an activity or to use a category of building, no person or entity shall conduct such activity or use such category of building without obtaining an operating permit from the authority having jurisdiction. The procedures for applying for, issuing, revoking, and suspending operating permits shall be as set forth in the stricter of the authority having jurisdiction's Code Enforcement Program or a Part 1203—Compliant Code Enforcement Program.]

Yes

Stop Work Orders

Number of Stop Work Orders issued in reporting year

Enter the number of stop work orders issued. If none have been issued, enter 0.

34

PRACTICES

Notification of Fire or Explosion

Have procedures been established for notification by the chief of your fire department(s) regarding fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent?

Yes

Unsafe Structures and Equipment

Have procedures been established for identifying and addressing unsafe structures and equipment?

Yes

Procedures for Assuring Compliance with Uniform Code

Please identify all procedures used by the local government to assure compliance with the Uniform Code:

field_inspections,plan_reviews,software_report,compliance_checklist

Record Keeping

Has a system of records of the features and activities specified in 19 NYCRR section 1203.3(a-k) been established and maintained?

Yes

Does the local government utilize computer software to support your Uniform Code or Energy Code administration?

Yes

Which vendors' software products does the local government use to administer the Uniform Code or Energy Code?

Edmunds Govtech/IPS

INSPECTIONS

Fire Safety and Property Maintenance Inspections

Use this section to report information regarding fire safety and property maintenance inspections performed in the local government *during* the reporting period. In reporting numbers of buildings and occupancies, include only those which Lancaster is required to inspect pursuant to 19 NYCRR 1203.3(h). Do not include those for which a state agency, such as the New York State Office of Fire Prevention and Control, or another local government is responsible.

(A) Buildings Containing One Or More Areas of Public Assembly in the local government
[An area of public assembly is any area with an occupant load of 50 or more]

(A)(1) Number of buildings

51

(A)(2) Number of buildings inspected.
During the reporting period.

9

(A)(3) Number of buildings not inspected in the last 12 months
As of **Dec 31, 2024**, the last day of the reporting period.

41

(B) Buildings Containing 3 or More Dwelling Units in the local government
Do not include:

buildings containing areas of public assembly reported in (A)(1) above or dormitories reported in (C)(1) below.

(B)(1) Number of buildings

128

(B)(2) Number of dwelling units in buildings reported in question (B)(1) above

610

(B)(3) Number of buildings inspected
During the reporting period.

1

(B)(4) Number of buildings not inspected in the last 36 months
As of **Dec 31, 2024**, the last day of the reporting period.

(C) Dormitories in the local government

(C)(1) Number of buildings in the local government

0

(C)(2) Number of buildings inspected
During the reporting period.

0

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

(C)(3) Number of buildings not inspected in the last 12 months
As of **Dec 31, 2024**, the last day of the reporting period.

0

(D) Nonresidential Buildings in the local government

Do not include:

buildings containing areas of public assembly reported in (A)(1) above;
buildings containing 3 or more dwelling units reported in (B)(1) above; or,
dormitories reported in (C)(1) above.

(D)(1) Number of buildings

287

(D)(2) Number of buildings

During the reporting period

17

(D)(3) Number of buildings not inspected in the last 36 months

As of **Dec 31, 2024**, the last day of the reporting period.

117

Special Inspections

Instructions for this section

Answer questions in this section in reference to special inspections as defined in Section 1702 of the Uniform Code.

Are special inspections required in the local government?

Yes

Construction Activity and Compliance

For each of the following project categories, provide the total number of projects in each category that were **completed** during the year covered by this report. For both the Uniform Code and State Energy Code:

New commercial building construction projects completed

Uniform Code

Energy Code

0

0

Completed new commercial building construction projects that are compliant.

Uniform Code

Energy Code

0

0

New residential building construction projects completed.

Uniform Code

Energy Code

0

0

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

Completed new residential building construction projects that are compliant.

Uniform Code	Energy Code
0	0

Existing commercial building renovation projects completed.

Uniform Code	Energy Code
7	7

Completed existing commercial building renovation projects that are compliant.

Uniform Code	Energy Code
7	7

Existing residential building renovation projects completed.

Uniform Code	Energy Code
14	14

Completed existing residential building renovation projects that are compliant.

Uniform Code	Energy Code
14	14

Average Number of Uniform Code Inspections Per Construction Project

On average, how many construction inspections are conducted for Uniform Code compliance for each new residential building?

On average, how many construction inspections are conducted for Uniform Code compliance for each new commercial building?

Average Number of Energy Code Inspections Per Project

On average, how many construction inspections are conducted for Energy Code compliance for each new residential building?

3

On average, how many construction inspections are conducted for Energy Code compliance for each new commercial building?

3

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

Complaints

Has a procedure been established for addressing bona fide complaints asserting violations of either or both of the Codes?

Yes

UNIFORM CODE ADMINISTRATION AND ENFORCEMENT REPORT (REPORTING YEAR: 2024)

PERSONNEL

Instructions

Identify all Code Enforcement Officials and Building Safety Inspectors enforcing the Uniform Code within the local government on any date between **Jan 1, 2024** and **Dec 31, 2024**

Do not include individuals who are limited to zoning and/or planning functions.

Include both employees and those performing these functions under contract.

Include personnel performing any work that requires them to obtain or possess certification as a Building Safety Inspector or Code Enforcement Officer. For example, fire department staff who perform fire safety or property maintenance inspections should be included. If services are provided by another local government that is required to file this report, you do not need to list any personnel in this report who will be listed in that local government's report. Do not include any person who ceased performing such work before **Jan 1, 2024**, the start of the period covered by this report. Do not include any person who started performing such work after **Dec 31, 2024**, the end of the period covered by this report.

Use *plus (+)* button to add as many as needed.

Personnel

Training ID ¹	Name	Role	Cntr ²	Business Email ³	DOS Cert # ⁴	DOS Cert Expected ⁵	Hrs / Wk.
NY0076590	Matt Fischione	ceo	No		0612-0119		35
CE1002490	Bryan Pokorski	ceo	No		0521-0164		35
CE1001092	Robert Rendon	ceo	No		1117-0368		35
CE1004888	Ronald Capozzi	ceo	No				35
NY0006036	William Revelas	ceo	No		1003-7681B		19

¹ If the person was selected from the drop-down list in the form. For manually entered individuals, this field remains blank.

² Yes if the person was identified as a third-party contractor. No if an employee of the submitting municipality.

³ For manually entered individuals. If the person was selected from the drop-down list in the form, this field remains blank.

⁴ Certification number or, for a trainee not yet possessing certification, training identification number.

⁵ For a trainee not yet possessing certification, date certification is expected to be received.

FINAL STEPS

Please provide any additional information or comments

Provide any additional information or comments that may prove helpful in processing the form and interpreting your response. Provide feedback on any data that were difficult to obtain and any concerns that might influence the accuracy, completeness, or precision of information you provided.

Staffing levels are not sufficient to provide the services as mandated.

You Will Receive a Receipt

The Division of Building Standards and Codes will send an email receipt with a copy of your submission shortly after you submit. The receipt will be sent from dos.sm.codes.1203ReportForm@dos.ny.gov.

OK

	1 st Motion	2 nd Motion	
1.	_____	_____	<p>Resolution to designate the polling places and hours of the general election to be held on Tuesday, March 18, 2025 as follows:</p> <p style="text-align: center;"><i>All Districts (#1 through #7) – Municipal Building, 5423 Broadway</i></p> <p>Polls will open at 12:00 Noon and will close at 9:00 p.m.</p>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	<p>Resolution to accept and approve a Managed Hosting Agreement with clevermethod in the amount of \$1,275.00 for website hosting services as defined in the agreement.</p>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	<p>Resolution authorizing Mayor Ruda to sign and execute a NYS Grants Contract with the Department of Environmental Conservation for funding in the amount of \$100,000 through the Climate Smart Communities program for the completion of a community Greenhouse Gas (GHG) inventory and a local government climate action plan.</p>
	<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>	

The polling places and hours of the general election to be held on Tuesday, March 18, 2025 are as follows:

All Districts (#1 through #7) – Municipal Building, 5423 Broadway;

Polls will open at 12:00 Noon and will close at 9:00 p.m.

Tuesday, January 14, 2025 – Last day to file written objections to party primary designating petitions.

Election Law § 15-108(10). Not later than one day after the last date to file the petition with the village clerk.

Thursday, January 16, 2025 – Last day to file written specifications of objections to party primary designating petitions.

Election Law § 15-108(10). Written specifications of the grounds of the objections must be filed with the village clerk within two days after the filing of the written objections. Upon receipt of such written specifications, the village clerk must notify each candidate named in the petition and the county board of elections.

NOTE: If an objection to a party primary designating petition is filed before January 14th, the written specifications will be due before January 16th; the exact date is dependent upon the filing date of the objection. For example, if a written objection was filed on Wednesday, January 8th, the written specifications would be due on Friday, January 10th.

Thursday, January 16, 2025 – Last day for the board of trustees to adopt a resolution abolishing the village registration day.

Election Law § 15-118(3). Resolution is effective for all village elections held more than 60 days after the resolution is adopted.

Friday, January 17, 2025 – Last day for the board of trustees to adopt a resolution identifying the polling place in each district and the hours the polls will be open. Polls must be open from at least 12:00 noon until 9:00 p.m.

Election Law §§ 15-104(1)(b) and 15-104(3)(b). Must be adopted at least 60 days prior to the election.

Friday, January 17, 2025 – Deadline for filing the second statement of campaign receipts and expenditures for the village primary.

Rules of the State Board of Elections §§ 6200.1 & 6200.2. Must be 11 days before the primary.

Tuesday, January 21, 2025 – Earliest date for holding a party caucus.

Election Law § 15-108(2)(a). Not more than 56 days before the election.

NOTE: Party officials must either:

- a. publish notice of the caucus in a newspaper not more than two nor less than one week before the caucus, or*
- b. post notice of the caucus in six public places in the village at least 10 days before the caucus.*

Notices must also be filed and posted in the offices of the village clerk and county board of elections at least 10 days before the caucus. Election Law §§ 6-202(3) and 15-108(2)(c).



clevermethod

Managed Hosting Agreement

Client:

Village Of Lancaster

Project Leads:

Lynne Ruda

Brian Phillips

Created On:

11/18/2024

Version:

Nov-2024

Definition

("Client") – Village of Lancaster a New York Corporation, at 5423 Broadway, Lancaster, NY 14086.

("Service Provider") – clevermethod, inc. a New York corporation, at PO Box 64 East Aurora, NY 14052.

("Domain(s)") – <https://www.lancastervillage.org>

Executive Summary

This managed hosting agreement governs the website hosting level of service rendered to Client and the scope of functions and maintenance Service Provider will perform during the duration of the agreement.

What This Agreement Encompasses

Managed hosting encompasses the use of Service Provider resources for Client website hosting and the routine maintenance performed by Service Provider to keep Client website(s) running at optimal levels of performance, security, and compliance.

WEBSITE HOSTING

High performance, secure and scalable CDN powered website hosting is provided for either WordPress or Drupal CMS platforms. Website (and its associated Development, Test and Live environments) will be accessible to the public internet with the ability to be secured behind basic HTTP authentication (protected site with shared username and password). This agreement supports a single Client owned, fully qualified domain name (FQDN) to represent a single website instance on Service Provider hosting infrastructure. Any additional domains (root level and/or sub-domain) require additional service agreements with Service Provider. Per this agreement and Client optioned Managed Hosting Service Tier, the following provisions apply:

- Service tier is metered by Website Visits. If the service tier quota is exceeded within a given month, blocks of visits are billed to the Client at a rate of \$45 per every additional 10,000 visits. Client will be notified via email upon initial overage block allocation. Client will be invoiced quarterly for visit quota overages.
- Service tier dictates the amount of disk storage capacity available to Client.
- Service tier dictates the underlying server clustering and fail over configuration available to Client. More robust service tiers offer higher levels of scalability and failover protection.
- Service tier dictates the backup storage retention policy.
- Service tier dictates the uptime expectation. More robust service tiers offer higher uptime expectations.

SSL/TLS TERMINATION WITH CERTIFICATES

- Website hosting includes SSL certificate(s) to serve traffic over HTTPS on the Live environment website instance. Key and certificates are managed by Service Provider.

DEVELOPMENT, TEST & LIVE ENVIRONMENTS

- A private (password protected, (shared username and password)) development environment is provisioned for Client, that allows for structural changes to the website. This website instance is read-write at the file and plugin level. This website instance is accessible via well-known domain, e.g., [https://dev-*{client-website-name}*.pantheon.io](https://dev-<i>{client-website-name}</i>.pantheon.io)
- A private (password protected, (shared username and password)) test environment is provisioned for Client, that allows for previewing and testing new versions of/changes to the website. This website instance is accessible via well-known domain, e.g., [https://test-*{client-website-name}*.pantheon.io](https://test-<i>{client-website-name}</i>.pantheon.io)

- A public (anyone can view) live environment is provisioned for Client which is reserved for the live website. This website instance is read-only at the file and plugins level. Client FQDN is mapped to this website instance, e.g., <https://www.client-domain.com>

WEBSITE ENVIRONMENTS SDLC (SOFTWARE DEVELOPMENT LIFE CYCLE)

Service Provider infrastructure is configured to enforce software development life cycle best practices for coding, configuration, and deployment activities. This includes the management of the provided Development, Test and Live environment website instances, as well as the associated repositories that house CMS platform source code. These disciplines promote successful website operations. Client that intends to implement structural changes to website source code (which includes the addition or removal of plugins, themes, modules, market-place addons, or custom coding) **WILL ONLY BE ABLE TO DO SO** in the development environment website instance. These changes must be promoted up through the Development and Test environments before they can be deployed to the Live environment website instance. Note, content-oriented changes (words, configuration options, images, documents, redirects, robots directives, etc.) **CAN** and are expected to occur in the Live and Test environment website instances. The development website instance allows for SFTP access upon request from Client. Note that after any Client introduced structural changes within the development website instance, Service Provider will “toggle” the website instance back into repository mode and perform a source control commit operation into the associated code repository. Subsequent Client SFTP requests will require Service Provider assistance.

ROUTINE WEBSITE PLATFORM UPKEEP AND WORKFLOW

On a quarterly basis, Service Provider will audit, patch, and validate Application Framework (e.g., PHP), CMS Platform (e.g., WordPress/Drupal) and Plugins on behalf of Client.

- Website instance backups are executed prior to any upgrade or upkeep activities.
- Test environment website instance is synchronized from the Live environment website instance prior to upgrade or upkeep activities. After which, the Development environment website instance is synchronized from the Test environment website instance prior to upgrade or upkeep activities.
- The Development environment website instance is upgraded first to identify any breaking changes. In the event of breaking changes during the upkeep process, Client will be notified by Service provider by email. Upon successful upgrade and/or upkeep activities in the development environment website instance, the Test environment website instance is synchronized from the Development environment website instance.
- A successful upkeep process in the Test environment website instance allows the upkeep process to continue in the Live environment website instance. At this point the upkeep process is complete.
- The only Client notification to result from any upkeep process would be that of breaking changes. All other completions or successful operations would be unannounced.

Managed Hosting Service Tiers

Managed hosting is provisioned and metered by service tiers. Client costs are determined by service tier optioned by Client as indicated in the Cost Summary of this agreement.

SERVICE TIERS

	STANDARD	SMALL	MEDIUM	LARGE	XL	XXL
WEBSITE VISITS PER MONTH	35,000	35,000	70,000	210,000	420,000	840,000
DISK STORAGE	20GB	30GB	50GB	100GB	200GB	200GB
NODES	1	1 w/failover	2 w/failover	3 w/failover	4 w/failover	4 w/failover
SSL/TLS	Yes	Yes	Yes	Yes	Yes	Yes
BACKUP RETENTION	1 Month	6 Months	6 Months	6 Months	6 Months	6 Months
UPTIME EXPECTATION	-	99.9%	99.9%	99.9%	99.9%	99.9%
ANNUAL COST	\$1,275	\$2,875	\$4,475	\$8,300	\$13,375	\$19,750

Managed hosting services are billed annually. Service tier is metered by Website Visits. If the service tier visits quota is exceeded within a given month, blocks of visits are billed to the Client at a rate of \$45 per every additional 10,000 visits. Client will be notified via email upon initial overage block allocation. Client will be invoiced quarterly for visit quota overages.

External Service Providers and Suppliers

In some cases, Service Provider will partner with external suppliers to provide a comprehensive hosting solution to Client. Below is a summary of external suppliers that Service Provider is known to use and leverage in its service offerings.

PARTNER	DESCRIPTION
Pantheon, Inc.	Cloud infrastructure, CDN and PaaS provider.
StatusCake (TrafficCake Limited)	Website uptime monitoring solution.
MailGun (Sinch)	SMTP email relay & SaaS provider.

Client Responsibilities

Client agrees to the following responsibilities which in turn allow Service Provider to render agreement scope and duties successfully and efficiently.

- Designate Client Technical Contact – for any required DNS (domain name system) changes and administration.
- Coordinate support from Original Website Author – Service Provider may not be the author of the Client website. In the event of a content, configuration, or application logic issue, Client would need to request support from the original website author for troubleshooting. Otherwise, Service Provider will provide support via Time and Materials rate to triage, troubleshoot and fix issue(s).
- Client digital advertising campaigns and/or demand generation activities that produce bursts of increased website traffic could trigger service tier overages. If the visits service tier quota is exceeded within a given month, blocks of visits are billed to the Client at a rate of \$45 per every additional 10,000 visits. Client will be notified via email upon initial overage block allocation. Client will be invoiced quarterly for visit quota overages.

Termination & Offboarding

In the event Client wishes to terminate this managed hosting agreement, the following provisions apply:

- Sixty (60) days prior notice from Client is required.
- Any Client that has not completed the managed hosting agreement termination and offboarding process before the automatic renewal date of January 1st, will be charged and be responsible for the managed hosting agreement renewal rate for the following year. To avoid being charged for continued services, Client must provide termination notice to Service Provider before November 1st. Service Provider will not issue a prorated refund.
- Service Provider will export and package website code, image and database assets into a compressed archive file and deliver to Client via Client owned FTP.
- At the time of website export and archive file creation from Service Provider infrastructure, any data, configuration settings, file paths, URLs, images and/or any other object references within the website code, content or database will remain as-is. Client is responsible for any modifications needed to website code, content or database when migrating the website onto its new hosting provider/platform.
- Client is responsible for domain name system (“DNS”) configuration changes required to point Client owned domain names to new hosting service provider.
- A seven (7) day data retention period will commence immediately upon of issuance of compressed archive file to Client. Service Provider will reclaim platform resources (delete all website code, content or database(s)) at the end of the data retention period.

- Within termination of this agreement, Service Provider will not issue any refunds or credits for the remainder of the agreement term and service tier.

Service Level Terms

CONTACT, COVERAGE AND TURNAROUND

Client can initiate new requests or support services via phone or email to Service Provider contact info outlined below.

- Phone: 1 (716) 805-1065 x621
- Email: support@clevermethod.com

Service Provider to acknowledge support requests within four(4) hours of receipt from Client via designated contact method and format outlined in this agreement. Service Provider to outline approach to request resolution and expected resource utilization to Client within one(1) business day of receipt of request from Client.

SUPPORT REQUEST FORMAT

Please include the details listed below when making a new request.

- Client Internal ticket #/ Cost center number
- Importance: (1-Low Impact, 2-Moderate Impact, 3-Critical/outage)
- Website Public URL:
- CMS Instance:
- Request/Issue(s) Description:
- Desired Completion Date:

SERVICE PROVIDER HOURS OF OPERATION

Service Provider to carry office hours of M-F 8:30am to 5:00pm EST, excluding federally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Cost Summary

ITEM	ANNUALLY
STANDARD Managed Service Tier	\$1,275
TOTAL	\$1,275

I understand and agree that exceeding the service tier visit quota will trigger website visits overage charges and I agree to pay the overage invoices that are issued quarterly should overages occur.

Terms & Conditions

- Agreement term is one (1) year (365 days) with a Start Date of _01/01/2025_____.
- Cost of Managed Hosting Services is paid annually by Client and invoiced according to the indicated term Start Date of this agreement.
- Managed Hosting Services agreement will automatically renew for a term of one (1) year (365 days), for the current Managed Hosting Service Tier, on the anniversary of Start Date of this agreement. Sixty (60) days prior written notice to Service Provider is required to terminate services.
- Service tier is metered by Website Visits. If the service tier quota is exceeded within a given month, blocks of visits are billed to the Client at a rate of \$45 per every additional 10,000 visits. Client will be notified via email upon initial overage block allocation. Client will be invoiced quarterly for visit quota overages.
- Service Provider time and materials rate is \$145/hour per.
- Additional fees may be incurred for any unforeseen Client-created technical issues requiring Service Provider intervention or resolution.
- Payments received beyond 30 days from Client's receipt of an invoice may accrue 5% late fees.
- Neither party shall be liable to the other for indirect, special, or consequential damages resulting from this agreement, including loss of profits even if notified in advance of the potential for such loss.

Acceptance

To accept and begin work, please provide electronic signature via provided DocuSign.

Brian Phillips clevermethod *Director of Account Strategy*

Full Name Company Job Title



11/18/2024

Signature Date

Full Name Company Job Title

Signature Date



2025 Managed Infrastructure Rates

To support ongoing improvements and to accommodate rising operating costs, we will be implementing an incremental cost adjustment to your Managed Infrastructure Plan annual rate effective January 1st, 2025. We will continue to partner with our existing infrastructure supplier Pantheon and maintain our commitment to providing the highest levels of performance and security to your website portfolio, as well as providing quarterly audits, patching, and critical platform upgrades on your behalf.

We appreciate your understanding and support in this matter. If you have any questions, concerns, or comments, please feel free to reach out to support@clevermethod.com. Additionally, kindly review the attached Statement of Work (SOW) and return a signed copy at your earliest convenience.

Thank you for your continued partnership.



Other Services We Offer

clevermethod essentials

WEB & DIGITAL OPERATIONS

A derivative from our years of experience and know-how in enterprise web and digital, **clevermethod essentials** is a web operations and digital marketing service that caters to small-to-medium sized businesses looking to have a worry-free, compliant, and effective website & digital marketing presence.

OUR SUBJECT MATTER EXPERTISE:

- Digital Experience Design
- Analytics & Business Intelligence
- SEO/SEM
- Ecommerce
- Digital Marketing & Demand Generation
- Cloud & Infrastructure
- Web & App Development
- Web Experience Optimization
- Web & Digital Operations

PROGRAM BENEFITS

- Get dedicated access to our team of strategists, marketers, designers & developers.
- Monthly planning, prioritization & review meetings
- Team, skills, and services tailored around your needs
- Plans that support reactive, balanced and proactive brands
- Convenient budgeting with discounted hourly rates starting at \$2,500/month

Cookie & Data Privacy Compliance

Without a privacy consent banner, your website may be subject to fines. Safeguard your site and ensure compliance with data privacy laws by implementing a OneTrust consent banner.

Customer Service & CRM Platform

If your organization requires assistance in managing customer service, sales, or other client communications, a branded Zendesk-powered portal may be the solution.

INTERESTED IN WORKING WITH

Email support@clevermethod.com, visit clevermethod.com/contact, or call us at (716) 805-1065 to get started.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

RESOLUTION # 3
MEETING DATE 1/13/2025

<p>STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001</p>	<p>BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C01799GG-3350000 CONTRACT TYPE (select one): <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: LANCASTER VILLAGE OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input type="checkbox"/> Amendment (list periods) :</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000004260 Federal Tax ID Number: 166002481</p>	<p>PROJECT NAME: Climate Smart Round 6 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 5423 BROADWAY LANCASTER, NY 14086-2148 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM: From: 03/15/2023 To: 03/14/2028 AMENDED TERM: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT: \$100,000.00 AMENDED: \$0.00 FUNDING SOURCE(S) <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A
- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4 Net Deficit Budget

 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: LANCASTER VILLAGE OF

By: _____
 Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

By: _____
 Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
 APPROVED AS TO FORM

By: _____
 Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
 Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

¹ For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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 e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold

harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

- I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. **Renewal:**
 1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State

("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and

omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

writing to the Contractor retaining possession of the Property to use for similar purposes.

- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination,

and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. 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 the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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 contract 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 contract. If this is a building service contract 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 contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract 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, 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 the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, 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 contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 the seller or lessor 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & 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 the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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 and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: <mailto:mwbebusinessdev@esd.ny.gov>
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

[com/FrontEnd/searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid 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.

21. 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. 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, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's

knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

- (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
- (3) Make a determination on the record as it exists.
- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee (“CRC”) within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Mark Lowery,
 Assistant Director, Office of Climate Change
 NYS Department of Environmental Conservation
 625 Broadway, 9th Floor
 Albany, NY 12233-1030
 (518) 402-8448

The designated appeal individual to review decisions is:

Jonathan Binder, Office of General Counsel
 NYS Department of Environmental Conservation
 625 Broadway, 14 Floor
 Albany, NY 12233-1500
 (518) 402-9188

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
 Nancy W. Lussier, Chair
 Contract Review Committee
 625 Broadway
 Albany, NY 12233-5010
 Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
 - (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC:

Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests

in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - (2) alterations of the items by the Department;
 - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - (5) use of items in a manner for which the same were neither designed nor contemplated; or
 - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) MWBE Responsibilities & Requirements

- (1) Contractors must read, sign, and submit the NYSDEC MWBE Responsibilities & Requirements document. This document describes the MWBE requirements and provides directions for completing the required MWBE Utilization Plan form and subsequent Quarterly Reports.
- (2) By signing and submitting this document, the Contractor acknowledges they understand the assigned MWBE goals, the MWBE Utilization Plan form requirements, the MWBE Quarterly Report requirements, and understand what Good Faith Efforts they must put forth to meet their assigned MWBE goals.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Equal Employment Opportunity (EEO)

- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:
 - (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made,

Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.

- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(h) Liquidated Damages - MWBE Participation

- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

- (2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals;
and
(ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(i) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

(a) Contract Goals

The Department hereby establishes an overall goal of % for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Department’s Designated Contacts.

Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.
3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.
4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. The Department may disqualify a Bidder’s bid or proposal as being non-responsive under the following circumstances:

- (i) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (iii) If a Bidder fails to submit a request for waiver; or
 - (iv) If the Department determines that the Bidder has failed to document good faith efforts.
6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
 7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.
2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.
4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

(e) Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas. <https://www.access->

board.gov/guidelines-and-standards

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

- a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, 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.
- b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

- b) With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor

will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Office of Climate Change
New York State Department of Environmental Conservation
625 Broadway – 9th Floor
Albany, New York, 12233-1030
Tel. No.: (518) 402-8448

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York, 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application. Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, Office of Climate Change its officers, agents and employees, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.

- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE**

ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME The State of New York and The New York State Department of Environmental Conservation, Office of Climate Change, 625 Broadway 9th floor, Albany, NY 12233-1030, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- c) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- d) Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- e) Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

- h) Local Share Requirements

For all Climate Smart Communities Projects, including Climate Protection Implementation Projects and Climate Smart Communities Certification Projects, the Department share will not exceed fifty percent (50%) of the approved project costs, up to the Contract Funding Amount identified on the Face Page, and the Contractor must provide fifty percent (50%) of required eligible share with eligible costs not paid with state grant funds nor federal funds. This percentage will be specified in the Attachment B-1 (Expenditure Budget).

i) Construction

The Contractor agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing.

The Contractor agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or before the contract execution date, upon approval of the Contract the Contractor shall notify the Department in writing within thirty (30) calendar days as to the status of any construction.

The Contractor agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.

The Contractor agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.

The Contractor agrees that it shall permit the Department to participate in all its meetings and conferences with respect to the Project. Upon request from the Department, the Contractor must submit to the Department reports, documents, data, contractual documents, administrative records, and other information pertinent to the Project.

The Contractor agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

j) Engineering Certification/As-built Plans

Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor agrees that it will deliver the following to the Department:

- A certification stating that all portions of the Project funded by this award have been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
- The certified “as built” plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
- The Contractor shall retain all as-built plans and specifications for the Project for the useful life of the Project.

k) Useful Life of Project

The Contractor agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor shall, for a for a minimum period of ten (10) years (the useful life of the Project as provided in 6 NYCRR 492-3.3[e]) operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time,

so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

l) Eligible Costs

The contract start date for all contracts awarded through this request for application will be March 15, 2023. Only those eligible project related costs incurred between March 15, 2023, and March 14, 2028, will be eligible for reimbursement of grant funding. Payments will not be approved or processed by the Department until a MCG is fully approved by the Department and, as applicable, the Attorney General and the State Comptroller, and work has been completed under the state contract. Advance payments are not authorized as part of the Climate Smart Communities Program.

m) Climate Smart Communities Program Requirements

The grant recipient shall provide estimates of the project's GHG emissions reductions, risk reduction, or other appropriate metrics, as approved by the program manager, through the end of the contract term, in the quarterly report, and/or final project report as applicable.

For certification actions funded in the Climate Smart Communities Certification Project category, the grant recipient shall include in the work plan all deliverables required for each action as described in the Climate Smart Communities Certification Portal Actions Page at <https://www.ClimateSmart.ny.gov> under subheadings "E. How to Obtain Points for this Action" and "F. What to Submit" and provide these items as deliverables under the MCG.

Work plans for certification actions funded in the climate smart communities Certification Project category must include a submittal of documentation required for certification approval through the Climate Smart Communities Certification Portal at <https://www.ClimateSmart.ny.gov>.

If the grant recipient develops, improves, restores or rehabilitates real property that is not owned by the Contractor as part of the work of this Contract, the Contractor shall obtain a climate change mitigation easement from the owner of the real property. Climate change mitigation easements shall be enforced as conservation easements are enforced in ECL section 49-0305.

Construction projects require the installation of an Environmental Protection Fund funding acknowledgement sign and a 30-day notice of construction commencement. An approved sign design will be provided to the grantee upon full execution of the contract. The signage must remain in place for the life of the project.

Per 6 NYCRR Part 492, Climate Smart Communities Projects, a retainage of 5% will be withheld from each payment request for adaptation and mitigation projects (implementation). The retainage is held in case a project is not completed or all required match is not provided by the grantee. All accumulated retainage will be added to the final payment request upon project completion, match fulfillment, and submission of all deliverables.

The following statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by The Climate Smart Community Grant Program, Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." If a ribbon-cutting or other promotional event is planned for the project, the event must be coordinated with the DEC Press Office.

Pursuant to ECL 54-1515, all infrastructure funded through the CSC program must be owned by the grantee and cannot be transferred to another entity for the duration of the infrastructure's useful life. Through a Climate Change Mitigation Easement, the infrastructure may be placed on property not owned by the municipality.

n) Agreements

Climate Change Mitigation Easement

If the project or project components will be located on a site that is not owned by the applicant municipality, the municipality shall obtain a climate change mitigation easement (CCME) from the owner of the property pursuant to Environmental Conservation Law (ECL) §54-1513, before installation of the project or project components occurs. CCMEs shall be enforced as conservation easements are enforced in ECL section 49-0305. The grant recipient shall develop, execute, and file the CCME with the County Clerk. The CCME must ensure the following:

- The property shall be accessible to the municipality for any necessary work to achieve the funded purpose throughout the anticipated life of the project.
- The property shall provide the identified public benefit, e.g., publicly accessible clean vehicle charging or fueling, throughout the anticipated life of the project.
- The property shall be used to achieve climate protection and mitigation goals pursuant to ECL Article 54 Title 15 “Climate Smart Community Projects,” e.g., reduction of greenhouse gas emissions from municipal and community transportation, throughout the anticipated life of the project.
- The property owner shall provide information and data to the municipality or will provide access to the municipality for collection of data, as specified in the rebate contract.
- The term for the easement shall adequately accommodate the required expected useful life of the project, which is 10 years

Partnership Agreement

For projects that involve more than one municipality or non-municipal partner, formal, finalized agreements, (such as memoranda of understanding [MOU]) executed by all parties substantiating the collaboration and detailing the responsibilities and role of each party to the agreement must be provided to the DEC and include the name, headquarters address, and contact information of all partners and lead municipality; and must be signed and dated by the CEO or duly authorized representative of each party to the agreement. Awards involving a partnership agreement will not be moved to contract execution until the formal agreement is officially executed and a copy received by the DEC.

- o) **Ownership**
Pursuant to ECL 54-1515, all infrastructure funded through the CSC program must be owned by the grantee and cannot be transferred to another entity for the duration of the infrastructure’s useful life. Through a Climate Change Mitigation Easement, the infrastructure may be placed on property not owned by the municipality.
- p) **Job Creation**
Grantees will report on jobs created as a result of the funded project in the quarterly report.
- q) **Reclaim of Funds**
The Department reserves the right to reclaim funds paid to a grantee if false statements regarding eligibility of the project or any of its components are discovered after award or payment has been made.
- r) **State Assistance Payments**
After approval of the Climate Smart Community grant or rebate application, the commissioner may, in the name of the state, enter contracts with municipalities to provide state assistance payments toward the cost of climate smart community projects. Contracts shall include the following provisions:
 - An estimate of the costs of the project, as determined by the commissioner.
 - An agreement by the commissioner to make state assistance payments toward the cost of the project by periodically reimbursing the municipality during the progress of project development or following completion of the project as may be agreed upon by the parties, in an amount not to exceed the amounts established elsewhere in this title.
 - An agreement by the municipality
 - to proceed expeditiously with and complete the project as approved by the commissioner;
 - to undertake and maintain the climate smart community project in accordance with applicable law and rules and regulations;
 - to provide for the payment of the municipality's share of the cost of the project;

- to assume the full cost of any additional elements or continued operation of the project;
- to repay within one year of notification by the commissioner, any state assistance payments made toward the cost of the project or an equitable portion of such monies declared appropriate by the commissioner, if the municipality fails to complete the project as approved. (No repayment, however, shall be required where the commissioner determines that such failure, disposition, or change of use was immediately necessary to protect public health and safety.); and
- to apply for and make reasonable efforts to secure federal assistance for the project.

In connection with each contract, the commissioner shall keep adequate records of the amount of the payment by the state, if any, received by the municipality. Such records shall be retained by the commissioner and shall establish the basis for recalculation of the state payment as required herein.

The commissioner shall impose such contractual requirements and conditions upon any municipality that receives state assistance payments pursuant to this title as may be necessary and appropriate to ensure that a public benefit shall accrue from the use of public funds by such municipality. Such conditions shall include limitations on the right of the municipality to demolish or convey such property; provisions for public access or use where appropriate; a requirement that all plans for restoration, rehabilitation, improvement, demolition or other physical change must be subject to the commissioner's approval; and such other conditions that shall assure the preservation and protection of the project.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 03/15/2023 - 03/14/2028
Contract Amount: \$100,000.00

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	03/15/2023 - 03/14/2028	\$100,000.00			Y	Y

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: Climate Smart Round 6
 CONTRACTOR NAME: LANCASTER VILLAGE OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 03/15/2023
 To: 03/14/2028

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$84,700.00	\$84,700.00	100%	\$0.00	\$169,400.00
b) FRINGE	\$15,300.00	\$15,300.00	100%	\$0.00	\$30,600.00
Subtotal	\$100,000.00	\$100,000.00	100%	\$0.00	\$200,000.00
2) Non Personal Services					
a) CONTRACTUAL	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$100,000.00	\$100,000.00	100%	\$0.00	\$200,000.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET**

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Community Climate Energy Coordinator	\$65,000.00	0.00	100.00	24.00	\$65,000.00	\$65,000.00	100%	\$0.00	\$130,000.00
2. Clerk-Treasurer / Administrator	\$95,000.00	0.00	10.00	24.00	\$9,500.00	\$9,500.00	100%	\$0.00	\$19,000.00
3. Superintendent of Public Works	\$90,000.00	0.00	10.00	24.00	\$9,000.00	\$9,000.00	100%	\$0.00	\$18,000.00
4. Clean Energy Intern	\$96,000.00	0.00	2.50	12.00	\$1,200.00	\$1,200.00	100%	\$0.00	\$2,400.00
Sub Total					\$84,700.00	\$84,700.00	100%	\$0.00	\$169,400.00
FRINGE									
TYPE/DESCRIPTION									
1. Fringe 18.06376%					\$15,300.00	\$15,300.00	100%	\$0.00	\$30,600.00
Sub Total					\$15,300.00	\$15,300.00	100%	\$0.00	\$30,600.00
Personal Services Total					\$100,000.00	\$100,000.00	100%	\$0.00	\$200,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT BASED BUDGET
NON-PERSONAL SERVICES DETAIL WORKSHEET-

TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

NARRATIVE

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Climate Smart Round 6
CONTRACTOR NAME: LANCASTER VILLAGE OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 03/15/2023
To: 03/14/2028

The Village of Lancaster will complete a community GHG inventory and a local government climate action plan based on a government GHG inventory that was completed in 2021. Both documents will provide data and recommendations for future planning, policies, and projects which will reduce greenhouse gas emissions and mitigate the effects of climate change.

Additionally, the Village will partner with the Town and assist the Town in the completion of a community GHG inventory. This project is designed to further collaborative efforts between the municipalities, whose residents regularly cross municipal boundaries to work, attend school, shop, and enjoy recreation opportunities.

These three projects directly complement county, regional, and state initiatives related to greenhouse gas emissions and climate change mitigation, expanding, and multiplying previous state and federal investments towards those efforts.

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective
1 Develop and execute a formal agreement such as a memorandum of understanding - .
Task
1.1 The Town and the Village of Lancaster will develop and execute a formal agreement detailing the roles, responsibilities, and financial/ match contributions of each partner to the funded project. - .
Performance Measures
1.1.1 Draft Agreement submitted to DEC - .
1.1.2 Copy of executed agreement submitted to DEC - .
Objective
2 Project Administration - .
Task
2.1 Initial contract meeting with grantee and DEC - .
Performance Measures
2.1.1 Meeting Summary - .
Task
2.2 Public relations - .
Performance Measures
2.2.1 Notify DEC of any press events, releases, or groundbreaking ceremonies - .
2.2.2 The following attribution statement acknowledging DEC funding for the project must be included in any press releases or other public announcement, including newspaper articles and web posting, as well as all documents, brochures, reports, signage, maps, and exhibits: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation." - .
Task
2.3 Reporting - .
Performance Measures
2.3.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter - .
2.3.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due to DEC within 120 days of the contract end date. - .
2.3.3 Final project Summary report and all deliverables submitted to DEC within 60 days of the contract end date - .
2.3.4 MWBE reports filed quarterly in the New York State Contract System at https://ny.newnycontracts.com/ . SDVOB Quarterly Contractor Compliance Reports submitted to sdvob@dec.ny.gov - .
Objective
3 Village to Hire New Staff - .
Task
3.1 Develop Civil Service Position for climate and energy coordinator & village staff will research existing Civil Service titles that encompass the job description that most closely fulfills the duties outlined in the project and choose the title that best matches; or if no matching title exists in the Civil Service list, the Village will develop a new Civil Service title and position description. - .
Performance Measures
3.1.1 Copy of Civil Service title, salary, and position description submitted to DEC - .
Task
3.2 Obtain Village Board approval for climate and energy coordinator - .
Performance Measures
3.2.1 Copy of resolution adopting the new Village position of climate and energy coordinator into the Village budget submitted to DEC. - .
Task
3.3 Proceed through the proper procurement procedure for hiring a new Civil Service

employee - .
Performance Measures
3.3.1 Position posting submitted to DEC - .
3.3.2 Notification that the climate and energy coordinator position has been filled submitted to DEC - .
Task
3.4 Proceed through the proper procurement procedure for hiring an intern through NYSERDA's internship program. - .
Performance Measures
3.4.1 Intern request posting submitted to DEC - .
3.4.2 Notification that an intern has been hired submitted to DEC. - .
Objective
4 Public Outreach and Engagement plan for the Town and Village Community GHGs. - .
Task
4.1 Develop list of relevant stakeholders to be included in the planning project, including but not limited to: students; elderly; advocacy groups; neighborhood associations; chambers of commerce; low income, minority, and vulnerable populations; and disadvantaged community census tracts. - .
Performance Measures
4.1.1 List of identified stakeholders submitted to DEC. - .
Task
4.2 Public outreach and engagement plan - .
Performance Measures
4.2.1 Copy of public outreach and engagement plan including proposed meeting schedule submitted to DEC. - .
4.2.2 Copy of all committee, workshop, and public meeting materials, presentations, and notes submitted to DEC. - .
Objective
5 Complete PE2 Action: Community GHG Inventory for Village of Lancaster. - .
Task
5.1 Gather data from Village of Lancaster on scope 1 and 2 emissions, scope 3 is optional. - .
Performance Measures
5.1.1 Documentation or summary of emissions data gathered from various sources. - .
Task
5.2 Generate a community GHG emissions inventory for the Village, adhering to the New York Community and Regional Greenhouse Gas Inventory Guidance. - .
Performance Measures
5.2.1 Draft and final community GHG Inventory for Village of Lancaster submitted to DEC for review. The GHG accounting tool used and its corresponding emission factors must be included in the inventory. - .
Task
5.3 Generate a community GHG emissions inventory report for the Village of Lancaster. - .
Performance Measures
5.3.1 Draft and final community GHG Inventory reports for the Village of Lancaster submitted DEC for review. The report must include scope 1 and 2 emissions, corresponding emission factors, and a section describing the methodology used and how that complies with established protocols. - .
Task
5.4 Submit for Climate Smart Communities Certification (CSCC) points. For detailed information on requirements for credit see the action description in the CSCC Portal. - .
Performance Measures
5.4.1 Upload final Community inventory and final inventory report for Village of Lancaster to the CSCC Portal. - .
5.4.2 Upload evidence that the inventory report was released to the public, such as a summary of public comment or a screenshot of/link to the report on the municipal webpage, to the CSCC portal. - .
Objective
6 Complete PE2 Action: Community GHG Inventory for Town of Lancaster. - .
Task
6.1 Gather data from Town of Lancaster on scope 1 and 2 emissions, scope 3 is optional. - .

Performance Measures
6.1.1 Documentation or summary of emissions data gathered from various sources. - .
Task
6.2 Generate a community GHG emissions inventory for the Town, adhering to the New York Community and Regional Greenhouse Gas Inventory Guidance. - .
Performance Measures
6.2.1 Draft and final community GHG Inventory for Town of Lancaster submitted to DEC for review. The GHG accounting tool used and its corresponding emission factors must be included in the inventory. - .
Task
6.3 Generate a community GHG emissions inventory report for the Town of Lancaster. - .
Performance Measures
6.3.1 Draft and final community GHG Inventory reports for the Town of Lancaster submitted DEC for review. The report must include scope 1 and 2 emissions, corresponding emission factors, and a section describing the methodology used and how that complies with established protocols. - .
Objective
7 Complete PE2 Action: Government Operations Climate Action Plan for Village of Lancaster. - .
Task
7.1 Complete and analyze baseline assessments - .
Performance Measures
7.1.1 Summary of findings submitted to the DEC - .
Task
7.2 Identify goals and GHG reduction targets - .
Performance Measures
7.2.1 Memo with goals and reduction targets submitted to DEC. - .
Task
7.3 Identify existing and potential initiatives; prioritize initiatives. - .
Performance Measures
7.3.1 Prioritized list of initiatives submitted to DEC. - .
Task
7.4 Create a plan for implementing the chosen initiatives. - .
Performance Measures
7.4.1 Draft plan for implementation submitted to DEC. - .
Task
7.5 Establish metrics to determine if emission reductions goals are being met. - .
Performance Measures
7.5.1 Draft monitoring and metrics plan submitted to DEC - .
Task
7.6 Draft Government Operations CAP - .
Performance Measures
7.6.1 Copy of draft CAP submitted to DEC for review. Government operations CAP must include results of a relevant GHG inventory, at least one GHG reduction target, and prioritized initiatives for reducing GHG emissions from government operations. - .
Task
7.7 Adopt Government Operations CAP and make it publicly available - .
Performance Measures
7.7.1 Copy of final adopted government operations CAP submitted to DEC. - .
7.7.2 Copy of certified resolution or meeting minutes in which the CAP was adopted submitted to DEC. - .
Task
7.8 Submit for CSCC points. For detailed information on requirements for credit see the action description in the CSCC Portal. - .
Performance Measures
7.8.1 Upload a copy of the adopted government operations CAP to the CSCC Portal. - .
7.8.2 Upload documentation that, at minimum, the draft of the government operations CAP was made

available for review and comment by the public to the CSCC portal. -

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 03/15/2023 - 03/14/2028			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	03/15/2023 - 06/14/2023	07/14/2023
2	Quarterly Reimbursement	06/15/2023 - 09/14/2023	10/14/2023
3	Quarterly Reimbursement	09/15/2023 - 12/14/2023	01/13/2024
4	Quarterly Reimbursement	12/15/2023 - 03/14/2024	04/13/2024
5	Quarterly Reimbursement	03/15/2024 - 06/14/2024	07/14/2024
6	Quarterly Reimbursement	06/15/2024 - 09/14/2024	10/14/2024
7	Quarterly Reimbursement	09/15/2024 - 12/14/2024	01/13/2025
8	Quarterly Reimbursement	12/15/2024 - 03/14/2025	04/13/2025
9	Quarterly Reimbursement	03/15/2025 - 06/14/2025	07/14/2025
10	Quarterly Reimbursement	06/15/2025 - 09/14/2025	10/14/2025
11	Quarterly Reimbursement	09/15/2025 - 12/14/2025	01/13/2026
12	Quarterly Reimbursement	12/15/2025 - 03/14/2026	04/13/2026
13	Quarterly Reimbursement	03/15/2026 - 06/14/2026	07/14/2026
14	Quarterly Reimbursement	06/15/2026 - 09/14/2026	10/14/2026
15	Quarterly Reimbursement	09/15/2026 - 12/14/2026	01/13/2027
16	Quarterly Reimbursement	12/15/2026 - 03/14/2027	04/13/2027
17	Quarterly Reimbursement	03/15/2027 - 06/14/2027	07/14/2027
18	Quarterly Reimbursement	06/15/2027 - 09/14/2027	10/14/2027
19	Quarterly Reimbursement	09/15/2027 - 12/14/2027	01/13/2028
20	Quarterly Reimbursement	12/15/2027 - 03/14/2028	04/13/2028

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated

pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
 7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
 8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
 9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include

a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 03/15/2023 – 03/14/2028			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	03/15/2023 - 06/14/2023	07/14/2023
2	Progress Report	06/15/2023 - 09/14/2023	10/14/2023
3	Progress Report	09/15/2023 - 12/14/2023	01/13/2024
4	Progress Report	12/15/2023 - 03/14/2024	04/13/2024
5	Progress Report	03/15/2024 - 06/14/2024	07/14/2024
6	Progress Report	06/15/2024 - 09/14/2024	10/14/2024
7	Progress Report	09/15/2024 - 12/14/2024	01/13/2025
8	Progress Report	12/15/2024 - 03/14/2025	04/13/2025
9	Progress Report	03/15/2025 - 06/14/2025	07/14/2025
10	Progress Report	06/15/2025 - 09/14/2025	10/14/2025
11	Progress Report	09/15/2025 - 12/14/2025	01/13/2026
12	Progress Report	12/15/2025 - 03/14/2026	04/13/2026
13	Progress Report	03/15/2026 - 06/14/2026	07/14/2026
14	Progress Report	06/15/2026 - 09/14/2026	10/14/2026
15	Progress Report	09/15/2026 - 12/14/2026	01/13/2027
16	Progress Report	12/15/2026 - 03/14/2027	04/13/2027
17	Progress Report	03/15/2027 - 06/14/2027	07/14/2027
18	Progress Report	06/15/2027 - 09/14/2027	10/14/2027
19	Progress Report	09/15/2027 - 12/14/2027	01/13/2028
20	Progress Report	12/15/2027 - 03/14/2028	04/13/2028
21	Final Report	03/15/2023 - 03/14/2028	05/15/2028

E. Special Payment and Reporting Provisions:

Period 1: