

**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: January 27 (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, FEBRUARY 24, 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, January 27, 2025, at 7:00 P.M.

Assistant Fire Chief Tom Kukoleca led the pledge to the flag.

**MEETINGS TO DATE**           **23**  
**NO. OF REGULARS**           **19**  
**NO. OF SPECIALS**           **4**

Attendance:		<u>Attended / Absent</u>
<b>Lynne T. Ruda</b>	<b>Mayor</b>	22 / 1
<b>Cynthia A. Maciejewski</b>	<b>Trustee/ Deputy Mayor</b>	22 / 1
<b>Tammie E. Malone Schaefer</b>	<b>Trustee</b>	23 / 0
John Mikoley (Absent)	Trustee	22 / 1
<b>William C. Schroeder</b>	<b>Trustee</b>	19 / 2

Also Present:	
<b>Arthur A. Herdzyk</b>	<b>Village Attorney</b>
<b>Michael E. Stegmeier</b>	<b>Clerk-Treasurer</b>
<b>Wayne Cisco</b>	<b>Superintendent of Public Works</b>
<b>Thomas Kukoleca</b>	<b>Fire Chief – Assistant 9-2</b>
<b>Matthew Fischione</b>	<b>Town of Lancaster Supervising Code Enforcement Officer</b>
<b>Captain Jeff Smith</b>	<b>Town of Lancaster Police Department</b>

**ACCEPTANCE OF MINUTES**

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to accept the minutes of the January 13, 2025, regular meeting.

Adopted Resolution:       **401**           Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

**ABSTRACT OF AUDITED VOUCHERS**

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 1/14/2025 to 1/27/2025.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 89 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND</b> -----in the amount of	<b>\$</b>	502,929.04
<b>SEWER FUND</b> -----in the amount of	<b>\$</b>	12,426.30
<b>TRUST FUND</b> -----in the amount of	<b>\$</b>	1,500.00
<b>CAPITAL FUND</b> -----in the amount of	<b>\$</b>	--
<b>EQUIPMENT RESERVE</b> -----in the amount of	<b>\$</b>	--
<b>COMMUNITY DEVELOPMENT</b> -----in the amount of	<b>\$</b>	--
<b>SPECIAL REPAIR RESERVE FUND</b> ----in the amount of	<b>\$</b>	--
For the period from <b>12/24/2024</b> To <b>1/13/2025</b>		

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

- General Fund checks # 92498 through # 92564
- Sewer Fund checks # 12210 through # 12214
- Trust Fund check # 2596

Adopted Resolution: **402** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, 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 January 2, 2025 – January 16, 2025.

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

Adopted Resolution: **403** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

- 2) Correspondence from Paul J. D’Orlando, Principal Contract Monitor, Erie County Department of Environment and Planning, providing notice that the Pleasant Avenue Sewer Rehabilitation Project was not recommended for funding through the Community Development Block Grant (CDBG) Program.

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

Adopted Resolution: **404** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

- 3) Correspondence from Thomas P. Schuster, owner of 17 St. Mary’s Street, stating his interest to purchase a portion of the property currently owned by the Village of Lancaster located directly to the east of his property.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to place this matter into the Economic Development Committee.

Adopted Resolution: **405** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

- 4) Correspondence from Arthur J. Gallagher Risk Management Services, LLC providing an insurance proposal for Cyber Liability Coverage.

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to approve this proposal for the option with a \$1,000,000 coverage limit from State National Insurance Company at an estimated annual premium cost of \$1,570.00.

Adopted Resolution: **406** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

- 5) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending that the Village of Lancaster declare Lead Agency for SEQR review regarding the site plan for the Key Capture Battery Energy Storage System project at 188 & 192 Erie Street.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to declare Lead Agency for SEQR review of the Key Capture Battery Energy Storage System project and refer this matter to William Schutt to handle the coordinated review process.

Adopted Resolution: **407** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

- 6) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending for the Village of Lancaster to adopt a model law for future energy projects.

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to place this matter into the Climate Smart Committee.

Adopted Resolution: **408** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

**RESOLUTIONS:**

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to accept and approve the following membership changes for the Lancaster Fire Department as approved at its Department meeting on January 14, 2025:

- Approve membership application for Bonnie Graham to the Rescue Hook & Ladder Company.
- Approve membership application for Nicholas Graham to the Rescue Hook & Ladder Company.
- Approve membership application for Nicholas Wetzler to the Eagle Hose Company.
- Remove William Craver, Rescue Hook & Ladder Company, from the rolls of the Department and ineligible to re-join for 5 years.

Adopted Resolution: **409** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to appoint election inspectors and designate the rates of pay for the Village election on Tuesday, March 18, 2025, at the Lancaster Municipal Building as follows:

**Municipal Building – All Districts (Group #1)**

- Karen Tanner – 6 Lenox Avenue (chairperson)
- Paul Newman – 34 Pleasant Avenue
- Denise McIntyre – 77 St. John Street

**Municipal Building – All Districts (Group #2)**

- Glenn Tanner – 6 Lenox Avenue (chairperson)
- Diane Kuznik – 64 Garfield Street
- Barbara Nichter – 17 Franklin Street

Alternate Election Inspectors

Alternate election inspectors may be designated (as needed) per the discretion of the Village Clerk as the Election Officer for the Village of Lancaster.

Stipend Rate of Pay

Election Inspector Chairperson - \$ 200 / Day  
Election Inspector - \$ 175 / Day

Adopted Resolution:     **410**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to accept and approve the 2024 CMOM Activities Report as prepared by Watts Architects and Engineers and authorize the report to be submitted to the NYS Department of Environmental Conservation as required per the Order on Consent.

Adopted Resolution:     **411**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** authorizing Mayor Ruda to sign and execute an agreement with DiDonato Associates, Engineering and Architecture, P.C., for preliminary engineering and design services for the Central Avenue Improvements Project, NYSDOT PIN 5765.26, as awarded for funding through the Transportation Alternatives Program (TAP) with scope of services as defined in Attachment B and the cost proposal of \$388,557.00 as provided in Attachment C.

Adopted Resolution:     **412**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to approve the purchase of 121 bare root trees from Schichtel's Nursery in the amount of \$9,541.00 as the lowest responsible bidder per the review and recommendation of Sustainability and Community Climate Energy Coordinator Amy Stypa and Davey Resource Group as the approved consultant for the Village of Lancaster's Tree Equity and Education Initiative project through the USDA and US Forest Service grant program.

Adopted Resolution:     **413**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

**AUDIENCE PARTICIPATION:**

**David Rinow – 15 Weathersfield Lane:** He commented on the decision made at the last meeting regarding the transfer of AM&A's Christmas decorations. He questioned the condition placed on the transaction by the Lancaster Industrial Development Agency (LIDA) stating that the funds from the sale of the decorations must be reinvested into future decorations for the Village. The person that received the decorations will be showing them within the community for profit, and he feels that these profits would fall within the conditions set by the LIDA resolution. He also noted that there was a letter sent by LIDA asking the Village Board to hold its decision on the transfer / sale of the decorations which was emailed to Trustee Malone Schaefer on January 7<sup>th</sup> as the designated agent for the Village on this matter.

Mayor Ruda explained that the Village Board did not place any stipulations as to how the decorations would be used after the transfer and the decision that was made by the Village Board at the last meeting was based on LIDA’s resolution at their meeting. The condition stated that any funds received from the sale must be reinvested in future decorations, and there were no funds received from the transaction. There were no other conditions or restrictions on the sale or transfer of the decorations. The Village Board was not aware of a subsequent letter at the time of its vote on this issue. LIDA did not submit the letter to Mayor Ruda or the Clerk’s Office to ensure that the letter would be placed in the board packet for review before the decision was made. If LIDA has concerns with the decision that was made based on their approved resolution, the LIDA attorney should communicate directly with the Village Attorney.

**COMMITTEE REPORTS & FOLLOW UPS:**

➤ **FINANCE & CLAIMS** – Trustee Schroeder

He has been working with Gregg Smith from the Fire Department regarding LOSAP options, and he has reached out to the administrators (Hometown) for cost studies for each option. This likely won’t be ready for consideration this year, but he will forward the quotes when they are available for review.

➤ **PUBLIC WORKS** – Trustee Mikoley (Absent)

There was discussion regarding asbestos abatement in the Municipal Building prior to DPW moving forward with a flooring project. William Schutt is reaching out to AMD Environmental for quotes which should be received by February 5th. This information is needed to determine if abatement must be done before proceeding with the project.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

NYSDOT completed synchronization of the traffic signals on Broadway. She noted that this is now causing a slight delay on side streets. They have now also opened a case study to address concerns with the timing of the crosswalk on Central and Broadway.

After review of conditions on Kelly Court, it was decided to move forward with a proposal for no parking on the south side of the street starting at Aurora Street.

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to schedule a public hearing in Council Chambers on Monday, February 24, 2025, at 7:15 p.m. to consider a local law to restrict parking on the south side of Kelly Court for a distance of 200 feet easterly from the eastern curb of Aurora Street.

Adopted Resolution:      **414**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

An issue related to snow removal in the Clark Street parking lot will be added to this committee. A temporary relocation of overnight parking in this lot may be necessary to address the issue.

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

No report.

➤ **HUMAN RESOURCES** – Trustee Maciejewski

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to appoint Ashton Moore, 65 Lake Avenue, Apt. B3, as a permanent part-time clerk for the Clerk-Treasurer’s office, not to exceed 19.5 hours per week, at the rate of \$21.00 per hour, with a start date on Monday, February 3, 2025.

Adopted Resolution:     **415**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

No report.

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

No report.

➤ **SEWER** – Trustee Mikoley (Absent)

No report.

➤ **GRANTS** – Mayor Ruda

We are meeting with CPL on Thursday, January 30th at 5:00 p.m. to go over the closeout of pending projects including Aurora Street Pedestrian Improvements, Firefighter’s Park, and Cayuga Creek Park.

Erie County Planning Grant – Comprehensive Plan Updates

We had a productive meeting last Thursday and did some mapping exercises that should lead to recommendations and goals in the updated Comprehensive Plan.

NY Forward – Small Project Fund

We met with Labella earlier today to discuss next steps for this project.

TAP – Central Ave Streetscape Broadway to Walden

We approved the agreement with DiDinato for design services. There will be a kickoff meeting with NYSDOT, and then it will take some time for survey.

Assistance to Firefighters Grant

We are still waiting to receive notification regarding this grant.

Restore NY

This grant will be removed from this committee pending further information regarding the next round of funding. When the application period opens again, the proposed project will be reconsidered at that time.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART – Mayor Ruda**

CEC Grant - The energy study visit was completed on Thursday, January 23rd at the North End Fire Hall. Recommendations will be shared in a report in about 6 weeks and then implemented as a part of the CEC 2-star grant project.

The tree purchases for the federal tree grant spring planting season were approved earlier in the meeting.

A Buffalo Climate Challenge Game with UBRI and Climate Smart Task Force members is scheduled for February 3rd at 4:00 p.m. at the Municipal Building.

There is a comment about the benchmarking report in Amy Stypa’s update to the Village Board. Overall, performance is being maintained with a slight increase potentially due to the colder winter / hotter summer.

**DEPARTMENT HEAD REPORTS & FOLLOW UPS:**

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

He thanked the Board for the appointment of Ashton Moore as part-time clerk for his office. This addition to his staff is much needed and will greatly benefit the office. Ashton was clearly the best candidate after reviewing applications with his Deputy Clerk and Deputy Treasurer.

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

He commented on the regional salt shortage and availability to local municipalities. He ordered 700 tons of salt for DPW, and only 76 tons have been delivered in the past 10 days. He noted that the Town of Lancaster and Village of Depew are also in the same situation. His crews will focus on main roads and intersections with stop signs in the short term until more road salt becomes available.

The former AM&A’s Christmas figurines are mostly picked up by the individual that was approved to take ownership at the last meeting.

The electrical room is mostly finished for the battery-operated equipment that is being purchased.

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

No report.

➤ **FIRE CHIEF** – Thomas Kukoleca (Assistant 9-2)

He reviewed activities for 2024. There were 441 alarms, which is 93 calls over the previous high in 2022. Members completed over 3,000 training hours during the year.

The first OSHA training session for 2025 was held in January.

He thanked DPW for its assistance hanging the anniversary banner in the recreation room at Station 1.

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

No report.



➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

He provided a follow-up report on sidewalk complaints related to ice and snow removal. There were 63 complaints, about 50% were for the Village (mostly residences) and 50% were for the Town (mostly commercial properties).

He addressed the public safety issue at the Clark Street parking lot and the difficulty with keeping it clear of hazards due to snow that builds up from plowing during the winter. He suggested temporary signage to relocate overnight parking to other areas of the parking lot on a short-term basis to allow DPW crews the ability to clean out the parking lot and keep it free of snow in areas that are currently restricted due to parked vehicles.

**MISCELLANEOUS:**

-None-

**ADJOURNMENT:**

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** to adjourn the meeting at 7:22 p.m. in memory of Lancaster Police Officer Eric Major.

Adopted Resolution:      **416**              Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

Respectfully submitted,

Michael E. Stegmeier  
Clerk – Treasurer

**ABSTRACT**

**February 10, 2025**

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

January 28, 2025 to February 10, 2025

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:

<b>GENERAL FUND -----in the amount of</b>	<b>\$ 280,524.77</b>
<b>SEWER FUND -----in the amount of</b>	<b>\$ 14,128.34</b>
<b>TRUST FUND -----in the amount of</b>	<b>\$ 1946.74</b>
<b>CAPITAL FUND -----in the amount of</b>	<b>\$ 5235.25</b>
<b>EQUIPMENT RESERVE -----in the amount of</b>	<b>\$</b>
<b>COMMUNITY DEVELOPMENT -----in the amount of</b>	<b>\$</b>
<b>SPECIAL REPAIR RESERVE FUND ----in the amount of</b>	<b>\$</b>
<b>TOTAL</b>	<b>301,835.10</b>

**For the period from** January 14, 2025 **to** January 27, 2025

**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.

<b>Total Claims.....</b>	<b>61</b>
<b>General Fund Ck#.....</b>	<b>92569-92614</b>
<b>Sewer Fund Ck#.....</b>	<b>12215-12223</b>
<b>Trust Fund Ck#.....</b>	<b>2597-2598</b>
<b>Capital Fund Ck#.....</b>	<b>1957</b>
<b>Community Development Fund Ck#</b>	<b>_____</b>

\_\_\_\_\_  
Mayor Lynne T. Ruda

# Abstract Summary of Funds

Board Meeting Date: January 27, 2025

	<u>General Fund (A)</u>	<u>Sewer Fund (G)</u>	<u>Trust Fund (T)</u>	<u>Capital Fund (H)</u>
Vouchers Paid by Check	\$ 196,705.59	\$ 8,172.66	\$ 1,946.74	\$ 5,235.25
2024-2025 Budget				
Pre-paid vouchers	\$ 304.71			
Pre-paid vouchers	\$ 663.64	\$ 37.99		
Payroll Voucher 1/17/2025	\$ 76,919.76	\$ 5,497.16		
FICA Voucher 1/17/2025	\$ 5,931.07	\$ 420.53		
<b>TOTALS</b>	<b>\$ 280,524.77</b>	<b>\$ 14,128.34</b>	<b>\$ 1,946.74</b>	<b>\$ 5,235.25</b>

**TOTAL ALL FUNDS \$ 301,835.10**

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

01/29/2025

09:25 AM

Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00967	01/22/25 AMAZO010 AMAZON CAPITAL SERVICES									
1	BANKER BOXES - RECORD STORING	\$29.12	A-3411-401-000	E	FIRE DEPT-OFFICE SUPPLIES	R	01/22/25	01/22/25		1V7V-H4RG-CKMY
25-00968	01/22/25 AMAZO010 AMAZON CAPITAL SERVICES									
1	TRAINING BOOK OFFICER CLASS	\$189.98	A-3411-470-000	E	FIRE DEPT-TRAINING	R	01/22/25	01/22/25		1XDG-GFJV-HYQ3
25-00969	01/22/25 AMAZO010 AMAZON CAPITAL SERVICES									
1	TRAINING FOR BOOK BLS PROVIDER	\$65.92	A-3411-470-000	E	FIRE DEPT-TRAINING	R	01/22/25	01/22/25		AZSGGFCGTNUJI
25-00970	01/24/25 AMERI010 AMERICAN ROCK SALT CO LLC									
1	BULK ICE CONTROL SALT	\$3,271.38	A-5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	01/24/25	01/24/25		01783117
25-00971	01/24/25 AMERI010 AMERICAN ROCK SALT CO LLC									
1	BULK ICE CONTROL SALT	\$8,296.35	A-5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	01/24/25	01/24/25		0782059
25-00972	01/16/25 ASPOS005 ASPOSTO, CONNOR									
1	PLANNING COMMISSION	\$90.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	01/16/25	01/16/25		1/16/2025
25-00973	01/14/25 BIELA005 PAULA BIELAT									
1	COURT STENO SVCS	\$125.00	A-1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R	01/14/25	01/14/25		1/14/2025
25-00974	01/16/25 BUSZC005 BUSZKA, ALEXANDER									
1	PLANNING COMMISSION	\$90.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	01/16/25	01/16/25		1/16/2025

**Open:** N  
**Void:** N  
**Paid:** N  
**Held:** N  
**Aprv:** N  
**Rcvd:** Y  
**Bid:** 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

Contract PO Type

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
25-00975	01/16/25	CARRI005 CARRICK, RYAN												
1		PLANNING COMMISSION		E		\$90.00	A-8020-434-000		PLANNING-PROF SERVICES PC ME	R	01/16/25	01/16/25	1/16/2025	
25-00976	01/24/25	CHART005 CHARTER COMMUNICATIONS												
1		RECEIVERS & BASIC TV DPW		E		\$35.90	A-1640-435-000		DEPT PUBLIC WORKS-CONTRACTL	R	01/24/25	01/24/25	141774001010725	
25-00977	01/22/25	CLEVE005 CLEVERMETHOD, INC												
1		2025 VOL HOSTING/MAINTENANCE		E		\$1,275.00	A-1325-474-000		FINANCE TREASURER - WEB SITE	R	01/22/25	01/22/25	13041	
25-00978	01/19/25	COFFE005 COFFED, STEPHEN												
1		BALIFF-COURT SUPPORT SVCS		E		\$312.50	A-1110-435-000		VILLAGE JUSTICE - CONTRACTUAL	R	01/19/25	01/19/25	1/19/2025	
25-00979	01/23/25	COUNT015 COUNTRY ENTERPRISES INC.												
1		FIRE HYDRANT MARKERS LFD		E		\$5,599.75	A-3411-200-000		EQUIPMENT	R	01/23/25	01/23/25	91265	
25-00980	01/22/25	CSEAE005 C S E A EMPLOYEE BENEFIT FUND												
1		FEBRUARY 2025 HEALTH INSURANCE		E		\$4,538.08	A-9060-800-000		EMPLOYEE BENEFITS-HOSPITAL &	R	01/22/25	01/22/25	FEBRUARY 2025	
2		FEBRUARY 2025 HEALTH INSURANCE		E		\$417.12	G-9060-800-000		EMPLOYEE BENEFIT-HOSPITAL & M	R	01/22/25	01/22/25	FEBRUARY 2025	
3		FEBRUARY 2025 HEALTH INSURANCE		G		\$446.74	T-020-000		MEDICAL INSURANCE	R	01/22/25	01/22/25	FEBRUARY 2025	
						<b>\$5,401.94</b>								
25-00981	01/22/25	DELAG005 DELAGE LANDEN FINANCIAL SVC												
1		DOCUWEAR SOFTWARE FEB 2025		E		\$710.00	A-1325-435-200		FINANCE TREASURER - SVC MAINT	R	01/22/25	01/22/25	83451489	
25-00982	01/22/25	EATON005 EATON OFFICE SUPPLY												
1		PAD PAPER, LG PURPLE		E		\$57.63	A-1325-401-000		FINANCE TREASURER - OFFICE SU	R	01/22/25	01/22/25	PINV1244449	
25-00983	01/22/25	EATON005 EATON OFFICE SUPPLY												
1		TISSUES		E		\$17.05	A-1325-401-000		FINANCE TREASURER - OFFICE SU	R	01/22/25	01/22/25	PINV1241705	
25-00984	01/22/25	ERIEC060 ERIE CO VOL FIRE POLICE ASSN												
1		FIRE POLICE DUES		E		\$26.00	A-3411-432-000		FIRE DEPT-DUES & SUBSCRIPTION	R	01/22/25	01/22/25	1/22/2025	

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 Rcvd Date	Chk/Void Date	Invoice
25-00985	01/17/25	ERIEC040			ERIE COUNTY MAGISTRATES ASSOC			E					
1		BUMBALO/HADSALL 2025 MEMBER.	\$100.00	A-1110-432-000			E	VILLAGE JUSTICE - DUES & SUBSC	R		01/17/25	01/17/25	2025
25-00986	01/17/25	ERIEC070			ERIE CO TOWN&VILLAGE COURT CLE			E					
1		2025 MEMBERSHIP SIUDA	\$30.00	A-1110-432-000			E	VILLAGE JUSTICE - DUES & SUBSC	R		01/17/25	01/17/25	2025 MEMBERSHIP
25-00987	01/23/25	ERIEC045			ERIE COUNTY WATER AUTHORITY			E					
1		60649378-8 DPW ACCOUNT	\$37.80	A-1640-441-000			E	DEPT PUBLIC WORKS GARAGE-WA	R		01/23/25	01/23/25	11/30-12/31 202
25-00988	01/24/25	FINGE005			FINGER LAKES / CASTLE			E					
1		SHOP RESTOCK	\$91.16	A-5110-452-000			E	STREETS MAINT-REPAIRS/MAINT:TI	R		01/24/25	01/24/25	914989
2		SHOP RESTOCK	\$91.16	A-5132-452-000			E	SNOW REMOVAL-REPAIRS/MAINT:TI	R		01/24/25	01/24/25	914989
3		SHOP RESTOCK	\$91.16	A-8160-453-000			E	REFUSE & GARBAGE-EQUIPMENT	R		01/24/25	01/24/25	914989
4		SHOP RESTOCK	\$91.16	A-8170-452-000			E	ST CLEANING-REPAIR/MAINT TRUC	R		01/24/25	01/24/25	914989
5		SHOP RESTOCK	\$91.16	G-8120-453-000			E	SANITARY SEWERS-REPAIRS & MA	R		01/24/25	01/24/25	914989
						<b>\$455.80</b>							
25-00989	01/16/25	GAJEW010			GAJEWSKI, STEVEN			E					
1		PLANNING COMMISSION	\$90.00	A-8020-434-000			E	PLANNING-PROF SERVICES PC ME	R		01/16/25	01/16/25	1/16/2025
25-00990	01/24/25	GENER010			GENERAL CODE PUBLISHERS			E					
1		SUPPLEMENT NUMBER 36	\$993.00	A-1325-430-000			E	FINANCE TREASURER - PRINTING	R		01/24/25	01/24/25	PG000039530
25-00991	01/24/25	GILLA005			GILL, ALEXANDER			G					
1		1837 COMO PARK SEWER WAIVER	\$1,500.00	T-030-000			G	GUARANTY & BID DEPOSITS	R		01/24/25	01/24/25	SEWER WAIVER
25-00992	01/23/25	GRAIN005			GRAINGER			E					
1		RESTOCK/JAN SUPP/PAPER TOWELS	\$82.43	A-1620-402-000			E	SHARED SERVICES - JANITORIAL S	R		01/23/25	01/23/25	DEC2024
2		RESTOCK/JAN SUPP/PAPER TOWELS	\$82.43	A-1621-419-000			E	NORTH END FIRE HALL - JANITORI	R		01/23/25	01/23/25	DEC2024
3		RESTOCK/JAN SUPP/PAPER TOWELS	\$82.44	A-1640-402-000			E	DEPT PUBLIC WORKS-JANITORIAL	R		01/23/25	01/23/25	DEC2024
4		RESTOCK/JAN SUPP/PAPER TOWELS	\$113.02	A-1640-450-000			E	DEPT PUBLIC WORKS GRGE-BUILD	R		01/23/25	01/23/25	DEC2024
5		RESTOCK/JAN SUPP/PAPER TOWELS	\$186.26	A-5110-452-000			E	STREETS MAINT-REPAIRS/MAINT:TI	R		01/23/25	01/23/25	DEC2024
6		RESTOCK/JAN SUPP/PAPER TOWELS	\$186.26	A-5132-452-000			E	SNOW REMOVAL-REPAIRS/MAINT:TI	R		01/23/25	01/23/25	DEC2024
7		RESTOCK/JAN SUPP/PAPER TOWELS	\$186.26	A-7110-453-000			E	PARKS-REPAIRS TO EQUIPMENT	R		01/23/25	01/23/25	DEC2024

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00992	01/23/25	GRAIN005	GRAINGER					Account Continued					
8		RESTOCK/JAN SUPP/PAPER TOWELS		E	\$186.26	A -8170-452-000		ST CLEANING-REPAIR/MAINT TRUC	R	01/23/25	01/23/25		DEC2024
9		RESTOCK/JAN SUPP/PAPER TOWELS		E	\$186.26	A -8560-452-000		SHADE TREES-TRUCK REPAIR & M.	R	01/23/25	01/23/25		DEC2024
10		RESTOCK/JAN SUPP/PAPER TOWELS		E	\$186.25	G -8120-453-000		SANITARY SEWERS-REPAIRS & MA	R	01/23/25	01/23/25		DEC2024
					<b>\$1,477.87</b>								
25-00993	01/24/25	GRAND005	GRAND JUDE INC										
1		BACKFLOW REPLACED NEFH		E	\$1,670.00	A -1621-435-000		NORTH END FIRE HALL-CONTRACT	R	01/24/25	01/24/25		62696
25-00994	01/24/25	GREEN010	GREEN MOUNTAIN ELECTRIC SUPPLY										
1		KEY LOCK SWITCH DPW LED CONV.		E	\$126.62	A -1640-450-000		DEPT PUBLIC WORKS GRGE-BUILD	R	01/24/25	01/24/25		S5142653.002
25-00995	01/22/25	INDEP005	INDEPENDENT HEALTH										
1		FEBRUARY HEALTH INSURANCE		E	\$2,172.65	A -9060-800-000		EMPLOYEE BENEFITS-HOSPITAL & R	R	01/22/25	01/22/25		FEBRUARY 2025
2		FEBRUARY HEALTH INSURANCE		E	\$173.69	G -9060-800-000		EMPLOYEE BENEFIT-HOSPITAL & N R	R	01/22/25	01/22/25		FEBRUARY 2025
					<b>\$2,346.34</b>								
25-00996	01/24/25	JOEBA005	JOE BASIL CHEVROLET INC.										
1		TRUCK 42 REPAIR PARTS		E	\$553.30	A -5132-452-000		SNOW REMOVAL-REPAIRS/MAINT.	R	01/24/25	01/24/25		655012
25-00997	01/24/25	KENWO005	KENWORTH NORTHEAST GROUP INC										
1		SALT TRUCK REPLACEMENT SCREWS		E	\$19.26	A -5132-452-000		SNOW REMOVAL-REPAIRS/MAINT.	R	01/24/25	01/24/25		912823
25-00998	01/24/25	KENWO005	KENWORTH NORTHEAST GROUP INC										
1		REPAIR PARTS TRUCK 12		E	\$1,375.59	A -5132-452-000		SNOW REMOVAL-REPAIRS/MAINT.	R	01/24/25	01/24/25		BI478529
25-00999	01/23/25	MACKE010	MACKEN SEWER & DRAIN LLC										
1		SEWER MAITENANCE DPW/LMB		E	\$1,000.00	G -8120-435-000		SANITARY SEWERS-CONTRACTUAL	R	01/23/25	01/23/25		8950/8951
25-01000	01/16/25	MILLE025	MILLER, SAMUEL										
1		PLANNING COMMISSION		E	\$90.00	A -8020-434-000		PLANNING-PROF SERVICES PC ME	R	01/16/25	01/16/25		1/16/2025
25-01001	01/13/25	NFBOA010	NFBOA EDUCATION COMMITTEE										
1		NFBOA CONFERENCE & DUES		E	\$300.00	A -3990-436-000		DISASTER PREPAREDNESS-TRAINI	R	01/13/25	01/13/25		NY0005200-2025





LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

01/29/2025

09:25 AM

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-01007	01/24/25	N0000015	NY SEG					Account Continued					
1	CENTRAL AND BRADY			E	\$38.89	A-5182-438-000		STREET LIGHTING-HWY LIGHTING-	R	01/24/25	01/24/25		1001-1748-818
25-01008	01/23/25	N0000015	NY SEG										
1	LMB/DPW/34CENTRAL/5AURORA ETAL			E	\$782.15	A-1620-438-000		SHARED SERVICES - ELECTRIC	R	01/23/25	01/23/25		VARIOUS
2	LMB/DPW/34CENTRAL/5AURORA ETAL			E	\$143.43	A-7550-420-000		CELEBRATIONS-MISC OVERHEAD	R	01/23/25	01/23/25		VARIOUS
3	LMB/DPW/34CENTRAL/5AURORA ETAL			E	\$2,455.89	A-1640-439-000		DEPT PUBLIC WORKS - ELECTRIC	R	01/23/25	01/23/25		VARIOUS
4	LMB/DPW/34CENTRAL/5AURORA ETAL			E	\$40.76	A-5182-438-000		STREET LIGHTING-HWY LIGHTING-	R	01/23/25	01/23/25		VARIOUS
5	LMB/DPW/34CENTRAL/5AURORA ETAL			E	\$27.32	A-7110-438-000		PARKS-ELECTRIC	R	01/23/25	01/23/25		VARIOUS
					<b>\$3,449.55</b>								
25-01009	01/23/25	N0000015	NY SEG										
1	NEFH & ST LTG R3			E	\$352.03	A-1621-438-000		NORTH END FIRE HALL - ELECTRIC	R	01/23/25	01/23/25		VARIOUS
2	NEFH & ST LTG R3			E	\$7,920.43	A-5182-438-000		STREET LIGHTING-HWY LIGHTING-	R	01/23/25	01/23/25		VARIOUS
					<b>\$8,272.46</b>								
25-01010	01/22/25	OBRIE010	OBRIEN, GAVIN										
1	175TH ANNIVERSARY DINNER			E	\$571.89	A-7550-417-000		CELEBRATIONS - 175TH ANNIVERS.	R	01/22/25	01/22/25		4018
25-01011	01/22/25	OCCUS005	OCCUSTAR INC										
1	FF PHYSICALS X 2			E	\$13,170.00	A-3411-471-000		FIRE DEPT-PHYSICALS	R	01/22/25	01/22/25		13230 & 13131
25-01012	01/22/25	PITNE025	PITNEY BOWES RESERVE ACCOUNT										
1	REFILL ON POSTAGE METER			E	\$2,500.00	A-1325-436-000		FINANCE TREASURER - POSTAGE	R	01/22/25	01/22/25		1/16/2025
25-01013	01/16/25	REINH005	REINHOLD, MICHAEL										
1	PLANNING COMMISSION			E	\$115.00	A-8020-434-000		PLANNING-PROF SERVICES PC ME	R	01/16/25	01/16/25		1/16/2025
25-01014	01/22/25	SHERI005	SHERIDAN HR LLC										
1	JANUARY 2025			E	\$2,700.00	A-1010-435-600		BOARD OF TRUSTEES - H/R CONSL	R	01/22/25	01/22/25		2526
25-01015	01/22/25	SHELT005	SHELTERPOINT LIFE										
1	OCT-DEC DBL COVERAGE			E	\$374.66	A-9055-800-000		EMPLOYEE BENEFITS-DISABILITY I	R	01/22/25	01/22/25		OCT-DEC 2024

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

01/29/2025

09:25 AM

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-01016	01/24/25	BEEGR005	BEE GROUP PUBLICATIONS INC										
1	ZBA HEARINGS X 3		\$256.13	A -8010-430-000	E	ZONING-PRINTING & ADVERTISING	R			01/24/25	01/24/25		BE50FE57-0019
25-01017	01/24/25	SOUTH005	SOUTHWORTH-MILTON, INC.										
1	PAINT FOR CHIPPER BOX TK 32		\$201.25	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R			01/24/25	01/24/25		INV3463471
25-01018	01/23/25	TERRA005	DIANE M. TERRANOVA										
1	TOWN&COUNTY TAXES 2025		\$1,052.61	A -1950-400-000	E	SPECIAL ITEMS-TAXES/ASSESMTS	R			01/23/25	01/23/25		2025
25-01019	01/24/25	VERME005	VERMEER										
1	VERMEER BRUSH CHIPPER		\$96,069.39	A -5110-200-000	E	STREETS MAINT-EQUIPMENT-MILTR	R			01/24/25	01/24/25		Q-10154
25-01020	01/23/25	WATTS005	WATTS ARCHITECTURE & ENGINEERS										
1	PROF SVCS RENDERED - 4 INVOICE		\$5,235.25	H -0522-400-116	E	EXPENSES - PLEASANT AVE SEWE	R			01/23/25	01/23/25		43902
2	43903/43901/43904 INVOICE #S		\$3,920.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R			01/23/25	01/23/25		VARIOUS
			<b>\$9,155.25</b>										
25-01021	01/27/25	CHART020	CHARTER COMMUNICATION										
1	LMB/DPW/NEFH		\$544.92	A -1325-474-000	E	FINANCE TREASURER - WEB SITE	R			01/27/25	01/27/25		VARIOUS
25-01022	01/27/25	HIGHM005	HIGHMARK BCBSWNY										
1	FEBRUARY HEALTH INSURANCE 2025		\$23,369.21	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R			01/27/25	01/27/25		FEBRUARY 2025
2	FEBRUARY HEALTH INSURANCE 2025		\$1,966.82	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & N	R			01/27/25	01/27/25		FEBRUARY 2025
			<b>\$25,336.03</b>										
25-01023	01/24/25	FIORE005	FIORELLA, CHARLES										
1	NYE EVENT DJ SERVICES		\$700.00	A -7550-410-000	E	CELEBRATIONS-NEW YEAR'S EVE	R			01/24/25	01/24/25		100
25-01024	01/23/25	LACAL005	LACAL EQUIPMENT, INC.										
1	DUOLEVO SWEEPER STEEL 4 BROOMS		\$424.50	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT.	R			01/23/25	01/23/25		04256185-IN

Total Purchase Orders: 58 Total P.O. Line Items: 93 Total List Amount: \$212,060.24 Total Void Amount: \$0.00

PO #	PO Date	Vendor	Contract	PO Type
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Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
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Totals by Year-Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A	\$196,705.59	\$0.00	\$0.00	\$196,705.59
	5-G	\$8,172.66	\$0.00	\$0.00	\$8,172.66
	5-H	\$5,235.25	\$0.00	\$0.00	\$5,235.25
	5-T	\$0.00	\$0.00	\$1,946.74	\$1,946.74
<b>Total Of All Funds:</b>		<b>\$210,113.50</b>	<b>\$0.00</b>	<b>\$1,946.74</b>	<b>\$212,060.24</b>

Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	\$196,705.59	\$0.00	\$0.00	\$196,705.59
	G	\$8,172.66	\$0.00	\$0.00	\$8,172.66
	H	\$5,235.25	\$0.00	\$0.00	\$5,235.25
	T	\$0.00	\$0.00	\$1,946.74	\$1,946.74
<b>Total Of All Funds:</b>		<b>\$210,113.50</b>	<b>\$0.00</b>	<b>\$1,946.74</b>	<b>\$212,060.24</b>

**Ranges**

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

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

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

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00964	01/14/25	CHART005		CHARTER COMMUNICATIONS									
1		PHONES JANUARY 2025		E	\$150.71	A-1640-439-000	E	DEPT PUBLIC WORKS - ELECTRIC	R	01/14/25	01/14/25	01/16/2025	1/16/2025
2		PHONES JANUARY 2025		E	\$28.60	A-1621-439-000	E	NORTH END FIRE HALL - TELEPHOI	R	01/14/25	01/14/25	01/16/2025	1/16/2025
3		PHONES JANUARY 2025		E	\$90.40	A-1640-431-000	E	DEPT PUBLIC WORKS - TELEPHONI	R	01/14/25	01/14/25	01/16/2025	1/16/2025
					<u>\$269.71</u>								
25-00965	01/14/25	VILLA010		VILLAGE OFFICIALS ASSOCIATION									
1		DINNER - MAYOR RUDA		E	\$35.00	A-1210-470-000	E	EXECUTIVE MAYOR - EXPENSES &	R	01/14/25	01/14/25	01/16/2025	1/16/2025

**Total Purchase Orders: 2    Total P.O. Line Items: 4    Total List Amount: \$304.71    Total Void Amount: \$0.00**

Totals by Year-Fund						
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total	
	5-A	\$304.71	\$0.00	\$0.00	\$304.71	
<b>Total Of All Funds:</b>		<u>\$304.71</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$304.71</u>	
Totals by Fund						
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total	
	A	\$304.71	\$0.00	\$0.00	\$304.71	
<b>Total Of All Funds:</b>		<u>\$304.71</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$304.71</u>	

**Ranges**

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

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

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

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00966	01/16/25	VERIZO10		VERIZON WIRELESS									
1		PHONES JANUARY 2025		E	\$303.92	A -3411-485-000		FIRE DEPT - CELL PHONES / DATA F	R	01/16/25	01/16/25		JANUARY 2025
2		PHONES JANUARY 2025		E	\$51.51	A -1010-485-000		BOARD OF TRUSTEES - CELL PHON	R	01/16/25	01/16/25		JANUARY 2025
3		PHONES JANUARY 2025		E	\$31.25	A -1210-485-000		EXECUTIVE MAYOR - CELL PHONE	R	01/16/25	01/16/25		JANUARY 2025
4		PHONES JANUARY 2025		E	\$31.25	A -7550-420-000		CELEBRATIONS-MISC OVERHEAD F	R	01/16/25	01/16/25		JANUARY 2025
5		PHONES JANUARY 2025		E	\$31.25	A -1325-485-000		FINANCE TREASURER - CELL PHON	R	01/16/25	01/16/25		JANUARY 2025
6		PHONES JANUARY 2025		E	\$69.24	A -3990-476-000		DISASTER PREP-MOBILE PH & DAT.	R	01/16/25	01/16/25		JANUARY 2025
7		PHONES JANUARY 2025		E	\$37.99	A -3989-485-000		BUILDING INSPECTION-CELL PHON	R	01/16/25	01/16/25		JANUARY 2025
8		PHONES JANUARY 2025		E	\$75.98	A -8560-475-000		SHADE TREES-UNCLASSIFIED	R	01/16/25	01/16/25		JANUARY 2025
9		PHONES JANUARY 2025		E	\$31.25	A -1640-485-000		DEPT PUBLIC WORKS GARAGE-CE	R	01/16/25	01/16/25		JANUARY 2025
10		PHONES JANUARY 2025		E	\$37.99	G -8115-485-000		ADMINISTRATION-CELL PHONE	R	01/16/25	01/16/25		JANUARY 2025
					<b>\$701.63</b>								

**Total Purchase Orders: 1 Total P.O. Line Items: 10 Total List Amount: \$701.63 Total Void Amount: \$0.00**

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A	\$663.64	\$0.00	\$0.00	\$663.64
	5-G	\$37.99	\$0.00	\$0.00	\$37.99
<b>Total Of All Funds:</b>		<u>\$701.63</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$701.63</u>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	\$663.64	\$0.00	\$0.00	\$663.64
	G	\$37.99	\$0.00	\$0.00	\$37.99
<b>Total Of All Funds:</b>		<u>\$701.63</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$701.63</u>

Journal Type: Expenditure  
Display Original Entry Accounts Only: Y  
Reference Number: 853  
User Update Id: NICOLEK

Account No. Date	Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -1010-100-000 01/17/25	BOARD OF TRUSTEES - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	1,553.82		1
A -1110-100-000 01/17/25	VILLAGE JUSTICE - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	2,435.85		2
A -1210-100-000 01/17/25	EXECUTIVE MAYOR - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	683.69		3
A -1325-100-000 01/17/25	FINANCE TREASURER - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	6,906.46		4
A -1420-100-000 01/17/25	LAW - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	2,015.38		5
A -1620-100-000 01/17/25	SHARED SERVICES - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	514.76		6
A -1621-100-000 01/17/25	NORTH END FIRE HALL - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	1,873.81		7
A -1640-100-000 01/17/25	DEPT PUBLIC WORKS -PERSONAL SERVICE	Expenditure	Payroll charges for payday 1/31/2025	17,412.21		8
A -3411-100-000 01/17/25	FIRE DEPARTMENT - PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	230.77		10
A -3990-100-000 01/17/25	DISASTER PREPAREDNESS-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	140.77		13
A -4020-100-000 01/17/25	REGISTRAR VITAL STATS-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	180.95		14
A -5010-100-000 01/17/25	STREETS ADMINISTRATION-PERSONAL SVCS	Expenditure	Payroll charges for payday 1/31/2025	6,804.51		15



Account No. Date	Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -5110-100-000 01/17/25	STREETS MAINT-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	11,911.17		16
A -5132-100-000 01/17/25	SNOW REMOVAL-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	5,051.51		17
A -7550-100-000 01/17/25	CELEBRATIONS-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	6,124.91		19
A -8020-100-000 01/17/25	PLANNING-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	80.77		22
A -8160-100-000 01/17/25	REFUSE & GARBAGE-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	6,922.46		23
A -8540-100-000 01/17/25	DRAINAGE-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	941.28		25
A -8560-100-000 01/17/25	SHADE TREES-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	319.67		26
A -8989-100-000 01/17/25	ECONOMIC DEV-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	84.02		27
A -9060-800-000 01/17/25	EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	Expenditure	Payroll charges for payday 1/31/2025	610.51-		28
G -8115-100-000 01/17/25	ADMINISTRATION-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	2,757.98		31
G -8120-100-000 01/17/25	SANITARY SEWERS-PERSONAL SERVICES	Expenditure	Payroll charges for payday 1/31/2025	2,739.18		32
A -3120-100-000 01/17/25	POLICE-PERSONAL SVCS-CROSSING GUARDS	Expenditure	Payroll charges for payday 1/31/2025	2,541.00		35
A -8090-100-000 01/17/25	ENVIRONMENTAL - PERSONAL SERVICES	Expenditure	Payroll charges for payday 12/06/2024	2,800.50		41

Account No. Date	Account Description	Type	Entry Description	Amount	Tracking Id	Seq
		Entries		Amount		
	Expenditures:	25		82,416.92		
	Reimbursements:	0		0.00		
	Transfer In:	0		0.00		
	Transfer Out:	0		0.00		
	Cancel:	0		0.00		
	Total:	25		82,416.92		

---

Batch Id: FICA    Batch Date: 01/17/25    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 1/31/2025 Cr: A -200-000 CASH	5,931.07		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 1/31/2025 Cr: G -200-000 CASH	420.53		2

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,931.07	0.00	0.00	0.00	0.00	0.00
	G	420.53	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,351.60	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,351.60
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.

	1 <sup>st</sup> Motion	2 <sup>nd</sup> 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 January 17, 2025 – January 30, 2025.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.	_____	_____	Correspondence from Daniel R. Castle, Commissioner for the Erie County Department of Environment and Planning, providing notice to Mayor Ruda that the current term on the Erie County Environmental Management Council (EMC) will expire on May 31, 2025, and that a representative for a new 2-year term must be submitted by March 21, 2025, to allow for a timely appointment of the new council.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.	_____	_____	Correspondence from Amy Stypa, Sustainability and Community Climate Energy Coordinator, providing notice that the Forestry Advisory Board of the Village of Lancaster will be hosting a Community Tree Planting Event on Saturday, April 26, 2025, at 9:00 a.m. and requesting the support of three (3) DPW employees from 8:00 a.m. to 12:00 p.m. on that day to assist with the event.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.	_____	_____	Correspondence from William E. Schutt, PE providing the results from the Request for Proposals for the asbestos abatement work related to removing the existing carpet and mastic in the two Fire Department gear rooms and further recommending approval of the bid submitted by S.E.G. Construction, Inc. in the amount of \$8,800.00 for these services as the lowest responsible bidder.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.	_____	_____	
	<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 Refer to:</i>	

LISTED # 1  
CORRESPONDENCE  
MEETING DATE 2/10/2025

## VILLAGE COVER SHEET

FEBRUARY 3, 2025 BOARD MEETING

PERMITS ISSUED 10

**VILLAGE PERMIT TOTAL**

INSTALL SIGN	1
INSTALL ROOF	2
ERECT DECK	1
ERECT GARAGE	1
ERECT RESIDENTIAL ADD/ALT	3
ERECT COMMERCIAL ADD/ALT	2
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>10</b>

<b>Stately Builders</b>	<b>15 Inwood Pl.</b>	<b>Garage</b>
<b>Stellar Roofing</b>	<b>312 Aurora St.</b>	<b>Roof</b>
<b>SFG Construction LLC</b>	<b>24 Waltham Ave.</b>	<b>Residential Alt/Add</b>
<b>LJ Construction WNY LLC</b>	<b>19 E Drullard Ave.</b>	<b>Deck</b>
<b>LJ Construction WNY LLC</b>	<b>19 E Drullard Ave.</b>	<b>Residential Alt/Add</b>
<b>Thompson Builds Inc.</b>	<b>11 W Main St.</b>	<b>Commercial Add/Alt</b>
<b>Lancaster Indoor Bounce</b>	<b>11 W Main St.</b>	<b>Commercial Add/Alt</b>
<b>The Kaz Company</b>	<b>29 Camner Ave.</b>	<b>Residential Alt/Add</b>
<b>WKJ Group LLC</b>	<b>1817 Como Park Blvd.</b>	<b>Sign</b>
<b>Pro Contracting</b>	<b>1996 Como Park Blvd.</b>	<b>Roof</b>



## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 01/17/25</i>						
2025-0099	143 Norris Ave	115.07-14-6	Exterior Property Maint	Open	Zakir Hossain	
2025-0100	59 Lake Ave	115.27-1-22.1	Misc	Closed	Andrew Larson	
				<b>Open Date: 01/17/25 Total #: 2</b>		
<i>Open Date: 01/21/25</i>						
2025-0103	94 Richmond Ave	115.11-5-10	Exterior Property Maint	Closed	Linda Hirtzel	
				<b>Open Date: 01/21/25 Total #: 1</b>		
<i>Open Date: 01/24/25</i>						
2025-0109	46 St John St	104.19-3-4	Work w/out Permit	Open	Michael Salva	
				<b>Open Date: 01/24/25 Total #: 1</b>		
<i>Open Date: 01/30/25</i>						
2025-0115	27-29 Lake Ave	104.82-3-15	Exterior Property Maint	Open	Jane Schroeder	
2025-0116	150 Erie St	104.16-4-2.1	Exterior Property Maint	Open	NYS Electric & Gas Corp	
				<b>Open Date: 01/30/25 Total #: 2</b>		
<i>Open Date: 10/22/01</i>						
2017-00719	12 Cayuga Ave	115.26-3-15	Work w/out Permit	Closed	Heinl Robert & W Mika	
				<b>Open Date: 10/22/01 Total #: 1</b>		
				<b>Grand Total: 7</b>		

Town of Lancaster

# Inspections Report

Start Date: 01/17/2025 End Date: 01/30/2025

Inspectors: Ronald Capozzi, William T. Revelas, Bryan Pokorski, Rob Rendon, Matt Fischione

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
105.03-1-5	272 Erie St	Gerald J Litwiller	01/17/2025	Special Use	Matt Fischione	Pass
115.03-1-58.21	4901 Transit Rd (Flix Stadium 10)	Flix Stadium 10	01/21/2025	Assembly- 1 yr	William T. Revelas	In Progress
115.03-1-38	4909 Transit Rd (Suite 2)	Dr Gretchen Galvin 716-656-8686	01/22/2025	Business - 3 yr	Rob Rendon	Fail
93.09-1-4	6425 Transit Rd (John & Mary's Restaurant)	John & Mary's Restaurant	01/23/2025	Assembly- 1 yr	William T. Revelas	In Progress
105.00-2-7.112	4111 Walden Ave (FBC Chemical Corp.)	FBC Chemical Corporation 6811581	01/23/2025	Business - 3 yr	Bryan Pokorski	Fail
104.84-1-23	22 Washington St	David J Darnley	01/23/2025	Zombie Parcels	Ronald Capozzi	Fail
94.00-3-20	447 Pavement Rd (Ripa's Restaurant)	Ripa's Restaurant	01/25/2025	Assembly- 1 yr	William T. Revelas	In Progress
115.09-1-27	5077 Transit Rd	Joe Basil Chevrolet, Inc. 716-683-6800	01/28/2025	Special Use	Matt Fischione	Pass
117.11-2-6	6479 Broadway St	Macken Sewer & Drain, LLC 716-713-3309	01/28/2025	Special Use	Matt Fischione	Pass
104.80-1-1.1	5207-5211 Broadway St Ste 100	Mori Nail & Spa	01/29/2025	Business - 3 yr	Matt Fischione	Pass
<b>Total Inspections:</b>					<b>10</b>	



LISTED # 2  
CORRESPONDENCE  
MEETING DATE 2/10/2025

COUNTY OF ERIE  
DEPARTMENT OF ENVIRONMENT AND PLANNING

DANIEL R. CASTLE, AICP  
COMMISSIONER

BONNIE L. LAWRENCE  
DEPUTY COMMISSIONER

January 24, 2025

Honorable Lynne T. Ruda  
Mayor, Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Dear Honorable Lynne T. Ruda,

Please be advised that your term on the Erie County Environmental Management Council (EMC) will expire on May 31, 2025. You may be re-designated for an additional two-year term to expire on May 31, 2027, or nominate a new representative. The County Executive appoints the designees to the EMC after approval by the Legislature.

The EMC is composed of representatives from municipal Conservation Advisory Boards and 12 at-large appointments made by the County Executive. Members of the EMC advise the County regarding environmental issues. The Council also facilitates networking among towns and villages and provides an interface between local conservation boards and the Erie County Department of Environment and Planning.

The EMC meets at 5:30 PM on the third Tuesday of each month, with the exception of August, when the group does not meet. Currently most of the meetings are virtual. However, an effort is made to have centrally located or hybrid meetings if they are in person.

**To ensure a timely appointment of the new council, we will need communication from your office by March 21, 2025**, stating the appointee's name, mailing address, phone number and e-mail address. Letters can be sent to Erie County DEP, 95 Franklin Street, 10<sup>th</sup> Floor, Buffalo, NY 14202 or e-mailed to [bonnie.lawrence@erie.gov](mailto:bonnie.lawrence@erie.gov). For your information, please find enclosed the EMC's Annual Recommendations Report and application instructions for the Annual EMC Awards.

Please do not hesitate to contact me, [Daniel.castle@erie.gov](mailto:Daniel.castle@erie.gov) or (716) 858-7674 if you require additional information. You may also call Deputy Commissioner Bonnie Lawrence, the Erie County liaison to the EMC, at (716) 858-8560. We look forward to hearing from you.

Sincerely,

Daniel R. Castle  
Commissioner

# Erie County Environmental Management Council Environmental Excellence Awards Program



The Erie County Environmental Management Council Environmental Excellence Awards Program recognizes exceptional projects carried out by municipal and non-profit organizations in Erie County that are likely to have a significant and lasting positive impact on the natural environment. The program is designed to showcase and promote projects that can be replicated in communities across Erie County and beyond.

If you represent a municipal government, institution, or non-profit organization in Erie County that has recently completed a project that has environmental benefits, we invite you to nominate your project for consideration in the 2025 Environmental Excellence Awards Program. Projects could be in the areas of Planning & Design, Land Use and Zoning, Natural Resource Protection, Air and Water Quality, Ecosystem Health, Energy and Transportation, Agriculture and Forestry, Solid Waste Management, Contaminated Sites, Community Action & Education, Climate Change or any other related subject area. Previous award winners can be viewed at [www.erie.gov/emc](http://www.erie.gov/emc).

**Award applications are due by March 7, 2025.** Applications are evaluated by a panel of reviewers from the EMC, with awards presented at a community recognition event in the evening on Earth Day – Monday April 22, 2024.

**For the second year, the EMC plans to have short videos made about the award-winning project(s) to better promote the excellent work being done in our community. Please see the EMC web page for the videos from last year.**

Please address any questions to P. Josh Wilson at [peter.wilson@erie.gov](mailto:peter.wilson@erie.gov).



## Erie County Environmental Management Council Environmental Excellence Awards Program Application Instructions

### **Eligibility Requirements:**

- Project must have significant environmental impact
- Letter with contact information and description must be complete
- Application must be submitted to [sustainability@erie.gov](mailto:sustainability@erie.gov) with the subject line: "EMC Award Application" and the name of project by March 7, 2025.

### **Application contents:**

1. Please provide a cover letter with the following information:
  - Contact Name
  - Organization
  - Address
  - Phone
  - Email
  - Name and information of award recipient, if different from above
  - A summary of the project that is fewer than 100 words, which, if the project is selected, will be used in press releases, websites and potentially on the award itself.
2. Attach a project description of one page or less that includes:
  - The reasons why the project should be considered for an award;
  - The approximate amount of time spent (professional and volunteer); and
  - Cost of the project and sources of funding.
3. Attach any relevant materials or photos – at least one image is required to be used on the EMC's website.

*If your submission is an award winner, you will be notified via email by March 31, 2025.*

LISTED # 3  
CORRESPONDENCE  
MEETING DATE 2/10/2025



# Village of Lancaster

**Municipal Building**  
5423 Broadway  
Lancaster, NY 14086  
Telephone: (716) 683-2105  
Facsimile: (716) 684-4830  
[www.lancastervillage.org](http://www.lancastervillage.org)

2/5/2025

Dear Village Board Members,

The Forestry Advisory Board will be hosting a Community Tree Planting Event on Saturday, April 26, at 9:00 AM. This initiative is part of our ongoing efforts to enhance Lancaster's urban tree canopy and engage residents in environmental stewardship.

To ensure the success of this event, I would like to request the support of three Department of Public Works staff members from 8:00 AM to approximately 12:00 PM. Their assistance in unloading and distributing trees, supporting planting of trees, and providing logistical support will be essential in the overall coordination of the event.

Please let me know if you need any additional details or if there are any considerations to address in advance.

Thank you for your time and consideration. I look forward to your response.

Sincerely,

Amy Stypa  
Sustainability and Community Climate Energy Coordinator

**Mike Stegmeier**

---

**From:** William Schutt <wschutt@wmschutt.com>  
**Sent:** Thursday, February 6, 2025 1:17 PM  
**To:** John Mikoley; Wayne Cisco; Mike Stegmeier; Arthur Herdzik  
**Cc:** Lynne T. Ruda; projects; jwolf@amdenv.com; James D Spratz - JDS Associates Architects (jds\_associatespc@yahoo.com)  
**Subject:** Municipal Bldg Flooring & Asbestos Abatement [07283b]  
**Attachments:** Fire Dept Gear Rooms Asbestos Abatement Bids.pdf  
**Importance:** High

John, Wayne, Mike, and Arthur:

As previously reported, three Requests for Proposals (RFP) for the asbestos abatement work, consisting of removing existing carpet and carpet mastic in the two Fire Department Gear Rooms, were issued, indicating that bids were due today before noon.

An Addendum to the RFP was issued to include work associated with removing a portion of the existing wooden wall in Gear Room # 2 just above the cove base, as needed, to access all the existing carpet and carpet mastic in that area.

All three bidders submitted bids (copies attached) as follows:

1. S.E.G. Construction, Inc. – bid amount: \$8,800.00
2. ARRIC Corp. – bid amount \$11,400.00
3. Regional Environmental Demolition, Inc. – bid amount: \$21,000.00.

We have discussed their bid and project scope with S.E.G. and confirmed that they understand the proposed scope of work and they are comfortable with their bid price. S.E.G. has been in business for over 17 years, and AMD Environmental has voiced support for them. Additionally, their current workload will allow them to schedule this work soon after their 10-day notice to New York State goes into effect.

I recommend that the Village Board award the asbestos removal project for the two Fire Department Gear Rooms to S.E.G. Construction, Inc. (3371 Harlem Road, Cheektowaga, NY 14225) at its bid price of \$8,800.00 during their Monday, February 10, 2025, meeting.

Upon your review, please don't hesitate to contact me if anything else is needed.

Best regards,

William E. Schutt, PE  
President  
[wschutt@wmschutt.com](mailto:wschutt@wmschutt.com)

We're Hiring!



**NYS WBE CERTIFIED**

S.E.G. Construction Inc  
3371 Harlem Rd- Rear  
Cheektowaga, NY 14225  
716-602-9105- P  
716-639-7847- F  
Stacy@segconstructioninc.com

**PROPOSAL**  
2/4/2025

---

**RE: VILLAGE OF LANCASTER- ASBESTOS FLOORING**

\* Asbestos Abatement

**Scope of Work:**

Provide labor, materials, NYS Notification fee (\$400) and disposal as necessary to complete the asbestos abatement at the above referenced location.

Work will consist of removing approximately 373 square feet of carpet/asbestos mastic/flooring & cove base in rooms 123, 124 & 125.

Acknowledgment of addendum #1

**Excludes:**

New flooring

Required 3<sup>rd</sup> party air monitoring

**Proposal TOTAL            \$8,800**  
**\*Plus sales tax if appl**

- 
- Prevailing wage rate
  - Pricing subject to change after 30 days
  - Pricing does not include any bonds

\*All work performed in accordance with Article 56- NYS dept. of Labor guidelines for asbestos removal.  
(S.E.G. NYS license #31892)(S.E.G. EPA lead license #NY-S-17788-1)

[www.segconstructioninc.com](http://www.segconstructioninc.com)





Arric Corp. • 5033 Transit Road • Depew, NY 14043 • 716-681-3535 • Fax 716-681-5889

February 6, 2025

ATTN: William E Schutt  
Wm Schutt Associates, Inc.  
37 Central Ave.  
Lancaster, NY 14086

**RE: ASBESTOS ABATEMENT  
PHASE 1 ASBESTOS FLOORING ABATEMENT PROJECT  
FIRE DEPARTMENT ROOMS 123, 124, 125**

Dear William:

Arric Corp is pleased to submit our proposal and quotation for the above referenced project including Addendum #1.

Our scope of work includes all labor, materials and equipment necessary to complete the flooring removal from Rooms 123, 124, and 125. Also includes all notifications, licenses, certifications, PPE, disposal and insurance.

Our proposal is based on the site visit, as well as, the RFP dated January 28, 2025.

Excluded from our work is third party air monitoring, and NYS Sales Tax.

Arric Corp is pleased to submit our quotation of eleven thousand four hundred (\$11,400.00) dollars.

Thank you in advance for the opportunity to submit our proposal We look forward to hearing from you regarding this project. Should you have any questions or require additional information please do not hesitate to contact me.

Sincerely,

  
Paul Keller  
President



6281 Wendt Drive Niagara Falls New York 14304 · Office (716) 284-3366 Fax (716)284-7331

2/5/25

*Michael E. Stegmeier, CMC  
Village of Lancaster – Clerk & Treasurer  
5423 Broadway  
Lancaster, New York 14086*

*CC: William Schutt – President  
Wm SCHUTT ASSOCIATES, P.C.  
37 Central Avenue  
Lancaster, New York 14086  
wschutt@wmschutt.com*

*RE: Phase 1 Asbestos Flooring Abatement Project RFP  
Village of Lancaster Municipal Building  
5423 Broadway, Lancaster, New York 14086*

*Project consists of Asbestos Abatement of Carpet, Carpet Mastic and Cove Base in Rooms 123-125 excluding Room 122 due to No Asbestos on Floor of Village of Lancaster Municipal Building 5423 Broadway, Lancaster, New York 14086.*

*Regional Environmental Demolition Inc. is pleased to supply the following quote for the above noted project. Price includes legal disposal of all waste generated by scope of work below. All work will be performed in accordance with all Local, State, Federal Rules and Regulations.*

**Scope of Work: Asbestos Abatement**

- NYS 10 Day Asbestos Notification Fee \$0 With Wavier from Village
- Mobilization of Asbestos Crew and Equipment
- Establish an Attached Decon
- Establish an Attached Waste Out
- Installation of Critical Barriers
- Asbestos Abatement as per Spec.
- Disposal of all ACM Debris to NYS Regulated Landfill
- Hepa Vac Work Areas
- Wet Wipe Work Areas
- Demobilization
- Return Manifests to Owners Rep.

**Exclusions:**

Penalties, Liabilities, & Liquidated Damages  
Sat/Sun Work (overtime Rates Apply)  
Air Monitoring

**Conditions and Clarifications:**

RED Inc. will be reimbursed for delays caused by third party.  
RED Inc. will commence work upon notice to Proceed

RED Inc. General Liability Insurance are as Follows: General Aggregate \$2mil, Each Occurrence \$2mil, Product and Completed Operations 2mil, Personal and Advertising Injury 2mil, Medical Expense 5k, Pollution Coverage 2mil, Microbial Substance Occurrence 1mil, Aggregate 2mil, Excess Umbrella Liability 5mil.

**Owners to Provide:**

Air Monitoring

**Bonds/Insurance/Taxes:**

If Bond is required, the cost will be 3% of bid price  
Sales Tax Exempt (Please Provide Proper Documentation)

**Payment Terms:**

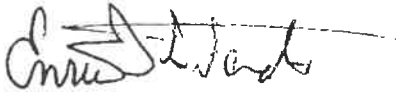
Net 30 days.

*The release of retainage, if applicable, is due no later than thirty (30) days after the fulfillment of this agreement.*

**Asbestos Abatement Total: \$21,000.00**

*Acceptance of this quote binds the authorized company to Regional Environmental Demolition, Inc. Terms & Conditions as per this page and the attached General Terms and Conditions and applicable sales tax. Should you have any questions or if we may be of further service to you, please do not hesitate to contact us directly at 716-284-3366.*

Respectfully Submitted,  
REGIONAL ENVIRONMENTAL DEMOLITION, INC.



**Enrico D. Liberale,**  
Senior Estimator

*Should this proposal be acceptable, please sign below and return to Regional Environmental Demolition, Inc. along with the signed and initialed Terms and Conditions.*

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Resolution to approve Change Order No. 1 for the Aurora Street Pedestrian Safety Improvements project for an increase in the amount of \$8,595.80 to account for the additional saw cutting and removal of asphalt and concrete sidewalk, new concrete ramp at Briarwood, and <u>temporary crosswalk striping.</u>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	Resolution authorizing Mayor Ruda to sign and execute the grant contract with NYS Department of Environmental Conservation for grant funding in the amount of \$137,200 through the Zero Emissions Vehicle (ZEV) grant program for the installation of a Level 2 and Level 3 charging stations at <u>Cayuga Creek Park.</u>
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	
	<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>	
10.	_____	_____	

Date of Issuance: November 25, 2024	Effective Date: September 25, 2023
Owner: Village of Lancaster	Owner's Contract No.: N/A
Contractor: Concrete Applied Technologies Corp.	Contractor's Project No.: N/A
Engineer: CPL	Engineer's Project No.: 00456.00
Project: Aurora Street Pedestrian Safety Improvements	Contract Name: Aurora Street Pedestrian Safety Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: The change order will revise the contract cost to account for the additional sawcutting and removal of asphalt and concrete sidewalk, new concrete ramp at Briarwood, and temporary crosswalk striping.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>181,154.00</u>	Original Contract Times: Substantial Completion: <u>October 27, 2023</u> Ready for Final Payment: <u>November 24, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>1</u> : \$ <u>8,595.80</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>0</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 27, 2023</u> Ready for Final Payment: <u>November 24, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>8,595.80</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>189,749.80</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 27, 2023</u> Ready for Final Payment: <u>November 24, 2023</u> days or dates

RECOMMENDED: By: <u><i>Randa B. Rigge</i></u> Engineer (if required) Title: <u>Project Manager</u> Date: <u>11/25/2024</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: <u><i>G. J. Meyer</i></u> Contractor (Authorized Signature) Title: <u>Superintendent</u> Date: <u>1/14/25</u>
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Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address): Department of Environmental Conservation  625 Broadway Albany, NY 12233-0001</p>	<p>BUSINESS UNIT/DEPT ID: DEC01 3350000  CONTRACT NUMBER: DEC01-C02690GM-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: Cayuga Creek Park @ 1 Pac Way  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: 10/01/2021 To: 09/30/2025  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: \$137,200.00  AMENDED: \$0.00  FUNDING SOURCE(S)  <input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>

RESOLUTION # 2  
MEETING DATE 2/10/2025

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)<sup>1</sup>, 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

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<sup>1</sup> 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. 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.
6. 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](mailto:mwbebusinessdev@esd.ny.gov)  
[https://ny.newnycontracts.  
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 10<sup>th</sup> 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 6% 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](mailto: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/reg/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](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](mailto: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](http://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 New York State  
Department of Environmental Conservation Contracts**

**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 9<sup>th</sup> 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  
The Contractor must provide the correct amount of match based on a combination of median household income as displayed in census table B19013 and location within or without a disadvantage community as indicated by the Climate Justice Working Group draft criteria at <https://climate.ny.gov/DAC-Criteria>. The match is based on the total eligible project cost. Projects with total eligible costs exceeding \$312,500 will require the municipality to provide a match percentage greater than 20 percent. Match expenditures must be directly related to the project, incurred within the term of this contract, and must be met from local funding

sources. State and Federal funding sources are not considered an eligible source of match funds. This program award may not be combined with NYSERDA Charge Ready NY funds.

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) Mitigation Monitoring and Reporting

All networked and non-networked infrastructure will be required to track customer usage, electricity usage, and greenhouse gas emission reductions for each piece of infrastructure installed. Grantees using ChargePoint will grant rights to DEC using OrgID ORG27201- New York State Department of Environmental Conservation. Grantees using another provider will create a viewing rights only account for DEC and provide the project manager with the username and password for access. Unless expressly revoked at the close of the contract term, the Contractor grants permission to the DEC to continue to access and use data from charging infrastructure funded through this rebate program indefinitely. Grantees with non-networked units or hydrogen fuel cell filling stations will develop a plan to track usage and estimate greenhouse gas reductions as part of the application and will follow that protocol to collect and deliver the information with the Quarterly Report until the end of the contract or Letter of Agreement term.

m) 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.

n) Signage

The Contractor shall install signage on-site that identifies the site as a clean vehicle charging/refueling facility; promotes public use of the facility; and acknowledges rebate funding from the DEC through Title 15 of the Environmental Protection Fund. All signs must include the following acknowledgment statement: This infrastructure was funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation. Signage developed for use at a rebate-funded facility shall be subject to review and approval by the DEC prior to installation

o) Shared Use Plan

All infrastructure facilities must be available primarily for public use. Facilities that will be available for both municipal fleet use and public use must submit a shared use plan detailing when the facility will be available for public use and when the facility will be used for fleet charging. This plan must also be posted publicly on the municipal website, with the municipalities other parking information and/or on-site.



- p) **Operations, Maintenance, and Mitigation Monitoring Plan**  
All applicants must provide a detailed operations, maintenance, and mitigation monitoring Plan, detailing how the grantee will provide for physical access, software functionality, port and cable maintenance, public safety, and any other concerns as identified by the applicant or the DEC.
- q) **Mapping**  
All grantees are required to map the location of the funded facility on the U.S. Department of Energy Alternative Fuels Locator Map: <https://afdc.energy.gov/stations/#!/station/new>
- r) **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.
- s) **Job Creation**  
Grantees will report on jobs created as a result of the funded project in the quarterly report.
- t) **In-service Agreement**  
All networked EVSE and all HFC fueling stations must obtain a minimum 10-year service agreement with the service provider to guarantee the equipment will be functional and available for public use at least 80% of the time.
- u) **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.
- v) **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: 10/01/2021 - 09/30/2025  
Contract Amount: \$137,200.00

### 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**

<b>Number</b>	<b>Dates</b>	<b>Amount</b>	<b>Amended Dates</b>	<b>Amended Amount</b>	<b>Budget Indicator</b>	<b>Workplan Indicator</b>
1	10/01/2021 - 09/30/2025	\$137,200.00			Y	Y

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY**

PROJECT NAME: Cayuga Creek Park @ 1 Pac Way  
 CONTRACTOR NAME: LANCASTER VILLAGE OF  
 CONTRACT PERIOD NUMBER: 1  
 CONTRACT PERIOD: From: 10/01/2021  
 To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	\$0.00	\$0.00	0%	\$0.00	\$0.00
b) FRINGE	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Subtotal</b>	\$0.00	\$0.00	0%	\$0.00	\$0.00
2) Non Personal Services					
a) CONTRACTUAL	\$50,050.00	\$0.00	0%	\$0.00	\$50,050.00
b) TRAVEL	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$87,150.00	\$0.00	0%	\$0.00	\$87,150.00
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
<b>Subtotal</b>	\$137,200.00	\$0.00	0%	\$0.00	\$137,200.00
<b>Total</b>	\$137,200.00	\$0.00	0%	\$0.00	\$137,200.00

**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
	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Sub Total</b>					\$0.00	\$0.00	0%	\$0.00	\$0.00
FRINGE									
TYPE/DESCRIPTION					\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Sub Total</b>					\$0.00	\$0.00	0%	\$0.00	\$0.00
<b>Personal Services Total</b>					\$0.00	\$0.00	0%	\$0.00	\$0.00

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

PERSONAL SERVICES NARRATIVE - FRINGE

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

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Engineering Design Services- Level 2 Charging Station	\$5,500.00	\$0.00	0%	\$0.00	\$5,500.00
2. Engineering Design Services- DCFC Charging Station	\$8,250.00	\$0.00	0%	\$0.00	\$8,250.00
3. General Contractor Services - Level 2 Charging Station	\$11,300.00	\$0.00	0%	\$0.00	\$11,300.00
4. General Contractor Services - DCFC Charging Station	\$25,000.00	\$0.00	0%	\$0.00	\$25,000.00
<b>Total</b>	\$50,050.00	\$0.00	0%	\$0.00	\$50,050.00

CONTRACTUAL NARRATIVE

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

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One Level 2 Electric Vehicle Charging Station with 2 ports	\$5,700.00	\$0.00	0%	\$0.00	\$5,700.00
2. One Level 3 DCFC Charging Station with 2 ports	\$59,770.00	\$0.00	0%	\$0.00	\$59,770.00
3. Warranty Costs - DCFC Charging Station	\$16,800.00	\$0.00	0%	\$0.00	\$16,800.00
4. Networking Fees - DCFC Charging Station	\$3,480.00	\$0.00	0%	\$0.00	\$3,480.00
5. Networking Fees - Level 2 Charging Station	\$1,400.00	\$0.00	0%	\$0.00	\$1,400.00
<b>Total</b>	\$87,150.00	\$0.00	0%	\$0.00	\$87,150.00

EQUIPMENT NARRATIVE



## ATTACHMENT C – WORK PLAN

### SUMMARY

PROJECT NAME: Cayuga Creek Park @ 1 Pac Way  
CONTRACTOR NAME: LANCASTER VILLAGE OF  
CONTRACT PERIOD NUMBER: 1  
CONTRACT PERIOD: From: 10/01/2021  
To: 09/30/2025

The Village of Lancaster will install one Power Charge dual-port Level 2 and one dual-port DCFC charging station at its Cayuga Creek Park located at 1 Pac Way. There will be 4 on-street parking spaces (2 for each station) for vehicles to use while charging, and there will be a 10-year service agreement for each charging station with the appropriate networking provider. The Cayuga Creek Park electric vehicle charging stations will be available for public use 24/7.

**ATTACHMENT C – WORK PLAN  
DETAIL**

<b>Objective</b>
1 Project Administration - .
<b>Task</b>
1.1 Public Outreach - Public Relations-To notify the public of the project, its intended benefits, and when the charging stations will be available for use. - .
<b>Performance Measures</b>
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 Documentation & Recognition of Grant Funding - The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
<b>Task</b>
1.2 Reporting - Reporting to DEC as required by grant program - .
<b>Performance Measures</b>
1.2.1 Quarterly Reports - Quarterly progress reports submitted to DEC within 30 days of the close of the quarter - .
1.2.2 Reimbursement Requests - Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement requests due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contract System at <a href="https://ny.newnycontracts.com">https://ny.newnycontracts.com</a> - .
1.2.4 Final Project Summary - Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
<b>Task</b>
1.3 Prepare Bid Documents- Compile bid documents to hire a general contractor and purchase one Power Charge Level 2 charging stations with two ports and one DC Fast charger with two ports policies including MWBE goals. - .
<b>Performance Measures</b>
1.3.1 Submit Bid Documents for Review - Submit draft RFP/Bid docs to DEC for review. - .
<b>Task</b>
1.4 Release RFP / Bid Document - Prepare and advertise bid documents or RFP for general contractor, electrical engineer, and installer which may include equipment as part of specifications. - .
<b>Performance Measures</b>
1.4.1 Documentation of Bids- Copy of final RFP/BID for general contractor, electrical engineer, and installer and copies of advertisements placed through appropriate media, such as local newspaper and professional journals, submitted to DEC. - .
<b>Task</b>
1.5 Compile all MWBE good faith efforts and provide to <a href="mailto:mwbe@dec.ny.gov">mwbe@dec.ny.gov</a> with a cc to the DEC program manager if waiver is requested. - .
<b>Performance Measures</b>
1.5.1 MWBE Documentation - Provide email from grantee to DEC MWBE office with all good faith effort documentation. - .
<b>Task</b>
1.6 Select Contractor- Select contractor to complete the project and installation - .
<b>Performance Measures</b>
1.6.1 List of Bidders and Executed Contract-List of bidders, intent to hire letter, copy of the executed contract. - .
<b>Objective</b>
2 Preparation of site - .
<b>Task</b>

2.1 Excavation, installation of electric conduits and lines, survey,& pedestal base installation - .
<b>Performance Measures</b>
2.1.1 Photographs of site before, during, and after preparation submitted to DEC. Photos are required to be submitted in jpeg format - .
<b>Objective</b>
3 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
<b>Task</b>
3.1 Installation of one Power Charge E20DPP-GW-CR Level 2 charging station with dual ports and one dual port DCFC charging station. - .
<b>Performance Measures</b>
3.1.1 Photographs - Photographs of installed ZEV infrastructure submitted to DEC Photos are required to be submitted in jpeg format - .
<b>Task</b>
3.2 Activation and testing of installed infrastructure - .
<b>Performance Measures</b>
3.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
<b>Task</b>
3.3 Add Location to Map - Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at <a href="https://afdc.energy.gov/stations/#/station/new">https://afdc.energy.gov/stations/#/station/new</a> - .
<b>Performance Measures</b>
3.3.1 Screen shot of DOE map showing new location submitted to the DEC - .
<b>Objective</b>
4 Signage and Information - .
<b>Task</b>
4.1 Install wayfinding and acknowledgement signage - .
<b>Performance Measures</b>
4.1.1 Photographs of installed wayfinding, acknowledgement, enforcement signage, and all other signage installed on site submitted to DEC. Photos are required to be submitted in jpeg format - .
<b>Objective</b>
5 Data Collection - .
<b>Task</b>
5.1 Municipality will provide DEC with a username and password to access data for both the L2 and the DCFC stations - .
<b>Performance Measures</b>
5.1.1 Log-on username and password provided to DEC. - .
<b>Objective</b>
6 In-service Agreement - .
<b>Task</b>
6.1 Municipality will obtain a minimum ten-year in-service agreement for the L2 and a 10-year service agreement for the DCFC EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
<b>Performance Measures</b>
6.1.1 opy of in-service agreement for L2 and copy of in-service agreement for DCFC submitted to DEC - .

**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: 10/01/2021 - 09/30/2025			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2021 - 12/31/2021	01/30/2022
2	Quarterly Reimbursement	01/01/2022 - 03/31/2022	04/30/2022
3	Quarterly Reimbursement	04/01/2022 - 06/30/2022	07/30/2022
4	Quarterly Reimbursement	07/01/2022 - 09/30/2022	10/30/2022
5	Quarterly Reimbursement	10/01/2022 - 12/31/2022	01/30/2023
6	Quarterly Reimbursement	01/01/2023 - 03/31/2023	04/30/2023
7	Quarterly Reimbursement	04/01/2023 - 06/30/2023	07/30/2023
8	Quarterly Reimbursement	07/01/2023 - 09/30/2023	10/30/2023
9	Quarterly Reimbursement	10/01/2023 - 12/31/2023	01/30/2024
10	Quarterly Reimbursement	01/01/2024 - 03/31/2024	04/30/2024
11	Quarterly Reimbursement	04/01/2024 - 06/30/2024	07/30/2024
12	Quarterly Reimbursement	07/01/2024 - 09/30/2024	10/30/2024
13	Quarterly Reimbursement	10/01/2024 - 12/31/2024	01/30/2025
14	Quarterly Reimbursement	01/01/2025 - 03/31/2025	04/30/2025
15	Quarterly Reimbursement	04/01/2025 - 06/30/2025	07/30/2025
16	Quarterly Reimbursement	07/01/2025 - 09/30/2025	10/30/2025

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: 10/01/2021 – 09/30/2025			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	01/01/2022 - 03/31/2022	04/30/2022
2	Progress Report	04/01/2022 - 06/30/2022	07/30/2022
3	Progress Report	07/01/2022 - 09/30/2022	10/30/2022
4	Progress Report	10/01/2022 - 12/31/2022	01/30/2023
5	Progress Report	01/01/2023 - 03/31/2023	04/30/2023
6	Progress Report	04/01/2023 - 06/30/2023	07/30/2023
7	Progress Report	07/01/2023 - 09/30/2023	10/30/2023
8	Progress Report	10/01/2023 - 12/31/2023	01/30/2024
9	Progress Report	01/01/2024 - 03/31/2024	04/30/2024
10	Progress Report	04/01/2024 - 06/30/2024	07/30/2024
11	Progress Report	07/01/2024 - 09/30/2024	10/30/2024
12	Progress Report	10/01/2024 - 12/31/2024	01/30/2025
13	Progress Report	01/01/2025 - 03/31/2025	04/30/2025
14	Progress Report	04/01/2025 - 06/30/2025	07/30/2025
15	Progress Report	07/01/2025 - 09/30/2025	10/30/2025
16	Final Report	10/01/2021 - 09/30/2025	11/28/2025
17	Progress Report	10/01/2021 - 12/31/2021	01/30/2022

**E. Special Payment and Reporting Provisions:**

Period 1: