

**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: February 10 (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
- X 10. HEARINGS 7:15 p.m. – Local Law – Parking Restrictions on Kelly Court
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING**

**MONDAY, MARCH 10, 2025**

VILLAGE OF LANCASTER  
NOTICE OF PUBLIC HEARING  
TO BE HELD MONDAY, FEBRUARY 24, 2025

PLEASE TAKE NOTICE; That the Village of Lancaster Board of Trustees will conduct a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, NY on Monday, February 24, 2025 at 7:15 PM to consider a local law amending Chapter 325 "Vehicles and Traffic" of the Village Code. The local law, if adopted, would prohibit parking along the southerly curb of Kelly Court for a distance of 200 feet easterly from Aurora Street.

The full text of the proposed local law may be reviewed at the Village of Lancaster website <https://lancastervillageny.gov> or during office hours at the office of the Village Clerk, Lancaster Municipal Building, 5423 Broadway, Lancaster, NY.

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

Michael E. Stegmeier  
Village Clerk

Village of Lancaster Local Law \_\_\_\_\_ of the year 2025

A Local Law to amend §352-63 of Chapter 325 Vehicle and Traffic to prohibit parking along a segment of Kelly Court.

Whereas the Village Board of the Village of Lancaster has resolved that public safety would be served if parking were prohibited upon a segment of Kelly Court;

Now;

Be it enacted by the Village Board of the Village of Lancaster, New York as follows:

1) § 325-63. Schedule XII: "No Parking Any Time" shall be amended as follows:

The following row shall be added:

Kelly Court	South	Easterly for a distance of 200 feet from the easterly edge of Aurora Street
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2) This local law shall become effective the 20th day following its enactment.

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, February 10, 2025, at 7:00 P.M.

Past Fire Chief Mark Stonebraker led the pledge to the flag.

**MEETINGS TO DATE** 24  
**NO. OF REGULARS** 20  
**NO. OF SPECIALS** 4

Attendance:		<u>Attended / Absent</u>
<b>Lynne T. Ruda</b>	<b>Mayor</b>	23 / 1
<b>Cynthia A. Maciejewski</b>	<b>Trustee/ Deputy Mayor</b>	23 / 1
<b>Tammie E. Malone Schaefer</b>	<b>Trustee</b>	24 / 0
<b>John Mikoley</b>	<b>Trustee</b>	23 / 1
<b>William C. Schroeder</b>	<b>Trustee</b>	20 / 2

Also Present:	
<b>Arthur A. Herdzik</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>Eric Feldmann</b>	<b>Fire Chief</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>
<b>Nancy Stonebraker</b>	<b>Historic Preservation Commission Member</b>

### ACCEPTANCE OF MINUTES

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to accept the minutes of the January 27, 2025, regular meeting.

Adopted Resolution: 417 Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

### ABSTRACT OF AUDITED VOUCHERS

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 1/28/2025 to 2/10/2025.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 61 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND</b>	<b>-----in the amount of</b>	<b>\$</b>	<b>280,524.77</b>
<b>SEWER FUND</b>	<b>-----in the amount of</b>	<b>\$</b>	<b>14,128.34</b>
<b>TRUST FUND</b>	<b>-----in the amount of</b>	<b>\$</b>	<b>1,946.74</b>
<b>CAPITAL FUND</b>	<b>-----in the amount of</b>	<b>\$</b>	<b>5,235.25</b>
<b>EQUIPMENT RESERVE</b>	<b>-----in the amount of</b>	<b>\$</b>	<b>--</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>-----in the amount of</b>	<b>\$</b>	<b>--</b>
<b>SPECIAL REPAIR RESERVE FUND</b>	<b>---in the amount of</b>	<b>\$</b>	<b>--</b>
<b>For the period from 1/14/2025 To 1/27/2025</b>			

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

General Fund checks # 92569 through # 92614  
Sewer Fund checks # 12215 through # 12223  
Trust Fund checks # 2597 through #2598  
Capital Fund check # 1957

Adopted Resolution:      **418**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer,  
Mikoley, and Schroeder

<b>CORRESPONDENCE:</b>
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- 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.

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

Adopted Resolution:      **419**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer,  
Mikoley, and Schroeder

- 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.

Motion by Mayor Ruda and seconded by Trustee Maciejewski to appoint Amy Stypa to serve as the Village of Lancaster representative for the new 2-year term on the Erie County Environmental Management Council.

Adopted Resolution:      **420**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer,  
Mikoley, and Schroeder

- 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.

Motion by Trustee Schroeder and seconded by Trustee Malone Schaefer to approve the request for DPW assistance for the Community Tree Planting Event on April 26<sup>th</sup> as presented.

Adopted Resolution:      **421**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer,  
Mikoley, and Schroeder

- 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.

Motion by Trustee Mikoley and seconded by Trustee Schroeder to approve the quote from S.E.G. Construction, Inc. in the amount of \$8,800.00 for asbestos abatement services with funds to be transferred from the contingency account (A.1990.9) in the General Fund to cover the cost of this work.

Adopted Resolution:       **422**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**RESOLUTIONS:**

Motion by Trustee Maciejewski and seconded by Trustee Malone Schaefer 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 temporary crosswalk striping.

Adopted Resolution:       **423**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by Trustee Mikoley and seconded by Trustee Schroeder to authorize 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 Cayuga Creek Park.

Adopted Resolution:       **424**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**AUDIENCE PARTICIPATION:**

**Lori Skubis – Skoob’s Village Grille, 50 Central Ave:** She requested the assistance of DPW to help remove the remaining snow in front of buildings in the business district. The merchants attempt to keep it clean, but it is difficult when the snow becomes high. She has noticed that patrons, including the elderly, have difficulty walking through the business district from their parked cars and often have to walk along the road until they reach a clearing. They have had two people fall from this issue.

DPW Superintendent Cisco stated that the cost to remove the ice and snow would be about \$3,000 and would require street closure and the use of a high lift.

Trustee Maciejewski discussed safety concerns related to this situation.

Mayor Ruda stated that the Village Board would work together to find a solution to this issue.

**COMMITTEE REPORTS & FOLLOW UPS:**

➤ **FINANCE & CLAIMS – Trustee Schroeder**

The Lancaster Fire Department requested to meet with Hometown, our LOSAP provider, to discuss possible upgrades to the LOSAP plan.

Motion by Trustee Schroeder and seconded by Trustee Mikoley to schedule a work session with Hometown representatives and the Lancaster Fire Department on Tuesday, February 25th at 6:00 p.m.

Adopted Resolution:       **425**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **PUBLIC WORKS** – Trustee Mikoley

The asbestos abatement work was approved for the Fire Department gear rooms, which is required prior to adding the epoxy flooring. Abatement will start in a few weeks, and there will be 24 hours' notice given to relocate the gear. The gear can be returned after the abatement as it is stored up off the floor. DPW will then install the epoxy flooring which takes about 2 days to complete.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

Hydrant markers were ordered.

There is a Safety Committee meeting next Wednesday, February 19th at 3:30 p.m.

On Monday, February 24<sup>th</sup>, there will be a public hearing regarding a proposal for no parking on a section of Kelly Court.

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

No report.

➤ **HUMAN RESOURCES** – Trustee Maciejewski

Erie County sent a request to follow through on the Superintendent of Public Works position regarding renewal of appointment for another provisional term.

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to re-appoint Wayne Cisco as Superintendent of Public Works on a provisional basis for an additional term until the results of the next civil service exam with a leave of absence from his union position as approved by the DPW union leadership and CSEA representation.

Adopted Resolution:      **426**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

She presented a tentative list of Special Events for 2025.

There is a request to meet with the merchants every three months to give updates on upcoming events.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to schedule an initial kickoff meeting with merchants for a broad overview discussion of events on Monday, February 17th at 4:15 p.m.

Adopted Resolution:      **427**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** to schedule a work session on Tuesday, February 18th at 4:15 p.m. to discuss the management of Special Events for 2025.

Adopted Resolution:      **428**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to schedule a work session on Tuesday, February 25th at 5:00 p.m. to discuss the 4th of July event with merchants and other agencies and departments.

Adopted Resolution:       **429**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

Deputy Attorney Aquino has been working on the purchase of paper streets from Erie County. Attorney Herdzik reviewed the development of a contract with the County to purchase three (3) paper streets for a total of \$500. The contract has been reviewed and is ready for execution by the Village. There was a discussion regarding the Village doing a title search before taking ownership vs. passing the cost along to the residents at the time of transfer.

Motion by **Trustee Mayor Ruda** and seconded by **Trustee Maciejewski** to approve the payment by the Village of Lancaster for title search and survey expenses and to authorize Mayor Ruda to sign and execute a contract with Erie County related to the purchase of three (3) paper streets.

Adopted Resolution:       **430**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **SEWER** – Trustee Mikoley

During the work session prior to the meeting, Shawn Marshall from Watts Architects & Engineering provided an update on projects.

The EFC Planning Grant is now available, and Watts will be meeting with Mayor Ruda, Trustee Mikoley, and Clerk-Treasurer Stegmeier on February 24<sup>th</sup> to discuss two (2) potential projects.

Documents are ready for the Pleasant Avenue sewer repair project. Watts will send the documents to the Village for review and will then set up a meeting to discuss the project and potential funding sources.

The annual CMOM report was submitted to NYS DEC last month following approval by the Village Board.

➤ **GRANTS** – Mayor Ruda

Village officials met with CPL to review questions and pending items regarding their outstanding projects including Aurora Street, Firefighter's Park, and Cayuga Creek Park.

CDBG- Aurora St. Pedestrian Improvements

This project has been completed and can be removed from the committee.

Firefighter's Park

There are 5 pending items to be addressed before project closeout.

Cayuga Creek Park

CPL is sending a letter to 4<sup>th</sup> Generation to "zero out" the project with no additional payment. They also need to send invoices for additional construction inspection services incurred due to delays by the contractor. CPL is compiling a record of all email communications with 4<sup>th</sup> Generation regarding the

project including delays and other concerns. CPL will be contacting the electric subcontractor (IPL) regarding the charging station and status of the "Make Ready" reimbursement.

TAP – Central Ave Streetscape Broadway to Walden

A kickoff meeting is scheduled for Wednesday, February 26<sup>th</sup> with NYS DOT representatives and DiDonato Associates (engineering consultant).

EFC Wastewater Planning Grant

The grant application period was announced and there will be a meeting on Monday, February 24<sup>th</sup> with Watts Engineering to discuss projects for this application.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda

Matt Fischione discussed the timeline for working towards adopting a model law for energy projects into the Village Code. He suggested working at a steady pace with adoption in about 90 to 120 days.

<b>DEPARTMENT HEAD REPORTS &amp; FOLLOW UPS:</b>
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➤ **CLERK – TREASURER** – Michael E. Stegmeier

Ashton Moore began working last Monday. It's going well, she is enthusiastic and seems to be a good fit for the office.

He is preparing for the Village election next month on Tuesday, March 18<sup>th</sup>.

Budget request letters were sent to department heads for the 2025-2026 fiscal year. The tentative budget is due to be filed in his office by March 20<sup>th</sup>.

Motion by **Mayor Ruda** and seconded by **Trustee Malone Schaefer** to schedule a budget work session to meet with department heads on Wednesday, March 12, 2025, from 4:00 p.m. - 7:00 p.m.

Adopted Resolution:      **431**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Newsletter articles are due to Ashley in the Clerk-Treasurer's office by February 21<sup>st</sup>.

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

There is 350 tons of salt in storage now. They use approximately 60-75 tons per storm, so there is enough for about 4 or 5 more snow events. They have more salt on order to be delivered as it becomes available.

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

He commented on the contract with Erie County to purchase three (3) paper streets and approval of the Village to pay for the title search and survey. He asked for confirmation if the cost would be passed to purchasers when parcels are transferred to the adjacent property owners. It was determined that the decision to pass on expenses for title search and survey to purchasers is something that can be decided in the future.

He will be out of town for the events meeting on February 17<sup>th</sup> and has a possible conflict for the work session on February 25<sup>th</sup> at 6:00 p.m. He will be able to attend the 5:00 p.m. meeting on that date.

➤ **FIRE CHIEF** – Eric Feldmann

He asked about the status of funding for the Plymovent Systems at both fire stations. He was advised to get updated quotes to include with the Department's budget request.

There were 20 responses to calls during the month of January. Over 555 hours of training were completed by members during the month.

New chainsaws and batteries were received from the environmental (CEC) grant.

➤ **HISTORIC PRESERVATION COMMISSION**– Nancy Stonebraker

No report.

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

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

No report.

<b>MISCELLANEOUS:</b>
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-None-

<b>ADJOURNMENT:</b>
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Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to adjourn the meeting at 7:21 p.m.

Adopted Resolution:      **432**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier  
Clerk – Treasurer

# **ABSTRACT**

**February 24, 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

**February 11, 2025** to **February 24, 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:

**GENERAL FUND -----in the amount of   \$ 273,852.98**

**SEWER FUND -----in the amount of   \$ 6,832.77**

**TRUST FUND -----in the amount of   \$ 364.25**

**CAPITAL FUND -----in the amount of   \$ 21,317.84**

**EQUIPMENT RESERVE -----in the amount of   \$**

**COMMUNITY DEVELOPMENT -----in the amount of   \$**

**SPECIAL REPAIR RESERVE FUND ----in the amount of   \$**

## **TOTAL**

**For the period from       January 28, 2025       to       February 10, 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>56</b>
<b>General Fund Ck#.....</b>	<b>92615-92659</b>
<b>Sewer Fund Ck#.....</b>	<b>12224-12226</b>
<b>Trust Fund Ck#.....</b>	<b>2599</b>
<b>Capital Fund Ck#.....</b>	<b>1958</b>
<b>Community Development Fund Ck#</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	\$ 165,910.04	\$ 713.97	\$ 364.25	\$ 21,317.84
2024-2025 Budget				
Pre-paid vouchers				
Payroll Voucher 1/31/2025	\$ 88,560.01	\$ 5,241.72		
FICA Voucher 1/31/2025	\$ 6,821.55	\$ 400.99		
TASC	\$ 6,809.77			
Credit Card December	\$ 2,560.97			
Credit Card January	\$ 3,190.64	\$ 476.09		
TOTALS	\$ 273,852.98	\$ 6,832.77	\$ 364.25	\$ 21,317.84
TOTAL ALL FUNDS				\$ 302,367.84

**LANCASTER VILLAGE**  
Purchase Order Listing By P.O. Number

02/10/2025

02:21 PM

Ranges		Item Status		Purchase Types		Misc				
Range: First to Last Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 05/31/25		Open: N Void: N Paid: N Held: N 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				
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
25-01025	02/06/25 ADIV005 A DIVISION OF IDSC HOLDINGS									
1	AUTO SCANNER/HEAVYDUTY SCANNER	\$7,139.08	A -5110-200-000	E	STREETS MAINT-EQUIPMENT-MILIT	R	02/06/25	02/06/25		63542706
25-01026	02/06/25 ADOLF005 CARL ADOLF									
1	ZBA - 188 & 192 ERIE ST.	\$30.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	02/06/25	02/06/25		2/6/2025
25-01027	02/07/25 ADPIN005 ADP, INC.									
1	TIME&ATTEND & PAYROLL SVCS	\$1,056.85	A -1325-435-300	E	FINANCE TREASURER - PAYROLL S	R	02/07/25	02/07/25		681961922
25-01028	02/04/25 AMAZO010 AMAZON CAPITAL SERVICES									
1	SCBA BATTERIES	\$137.00	A -3411-260-350	E	FIRE DEPT-BATTERIES	R	02/04/25	02/04/25		11F4-N7KV-4JRR
25-01029	02/06/25 AMER010 AMERICAN ROCK SALT CO LLC									
1	BULK ICE CONTROL SALT	\$8,410.69	A -5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	02/06/25	02/06/25		0787311
25-01030	02/06/25 AMER010 AMERICAN ROCK SALT CO LLC									
1	BULK ICE CONTROL SALT	\$7,719.85	A -5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	02/06/25	02/06/25		0788382
25-01031	02/06/25 APPL010 APPLIED INDUSTRIAL TECH									
1	HEAVY DUMP PLOW BOLTS	\$252.14	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:	R	02/06/25	02/06/25		7031358664
25-01032	02/06/25 APPL010 APPLIED INDUSTRIAL TECH									
1	SHOP RESTOCK ALL VEHICLES	\$258.36	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	02/06/25	02/06/25		7031348591
2	SHOP RESTOCK ALL VEHICLES	\$258.34	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:TI	R	02/06/25	02/06/25		7031348591

**LANCASTER VILLAGE**  
Purchase Order Listing By P.O. Number

02/10/2025

02:21 PM

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-01032	02/06/25	APPLI010	APPLIED INDUSTRIAL TECH					Account Continued					
3		SHOP RESTOCK ALL VEHICLES			\$258.34	A -8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT I	R	02/06/25	02/06/25		7031348591
4		SHOP RESTOCK ALL VEHICLES			\$258.34	A -8560-452-000	E	SHADE TREES-TRUCK REPAIR & M.	R	02/06/25	02/06/25		7031348591
5		SHOP RESTOCK ALL VEHICLES			\$258.34	G -8120-453-000	E	SANITARY SEWERS-REPAIRS & MA	R	02/06/25	02/06/25		7031348591
					<b>\$1,291.72</b>								
25-01033	02/07/25	ARTHU005	ARTHUR J. GALLAGHER										
1		INS COVER- 1/28/2025-6/1/2026			\$2,110.00	A -1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INS	R	02/07/25	02/07/25		5461252
25-01034	02/07/25	BEEGR005	BEE GROUP PUBLICATIONS INC										
1		PH RE CHAPTER 325 - KELLY CT			\$75.46	A -1325-430-000	E	FINANCE TREASURER - PRINTING	R	02/07/25	02/07/25		67366C99-024
25-01035	02/06/25	BLAKE005	DAVID BLAKELEY										
1		ZBA - 188 & 192 ERIE ST.			\$30.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	02/06/25	02/06/25		2/6/2025
25-01036	02/06/25	BXICO005	BXI CONSULTANTS, INC										
1		COLOR ED PRINT CHARGES 325COPY			\$13.71	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	02/06/25	02/06/25		249135
25-01037	02/07/25	CATCO005	CATCO CONSTRUCTION										
1		AURORA ST PEDESTRIAN SAFETY			\$21,317.84	H -0522-400-115	E	EXPENSES - AURORA ST PEDESTR	R	02/07/25	02/07/25		APP NO. 2
25-01038	02/07/25	CHIAR005	CHIARMONTE, JOEL										
1		FIORIELLO SERVED/POSTAGE			\$65.58	A -1420-471-000	E	LAW - MISCELLANEOUS LEGAL FEE	R	02/07/25	02/07/25		JC003
25-01039	02/06/25	CJKRA005	C J KRANTZ TOPSOIL INC.										
1		TOP SOIL TREE PLANTINGS			\$156.00	A -5110-475-000	E	STREET'S MAINT-UNCLASSIFIED-PE	R	02/06/25	02/06/25		4353/4583/5349
2		TOP SOIL TREE PLANTINGS			\$624.00	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	02/06/25	02/06/25		4353/4583/5349
					<b>\$780.00</b>								
25-01040	02/06/25	CRYST005	CRYSTAL ROCK LLC										
1		LIBRARY, DPW, CTO			\$13.99	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	02/06/25	02/06/25		17800265
2		LIBRARY, DPW, CTO			\$40.47	A -1620-435-000	E	SHARED SERVICES - CONTRACTU/	R	02/06/25	02/06/25		17800265
3		LIBRARY, DPW, CTO			\$126.91	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	02/06/25	02/06/25		17800265
					<b>\$181.37</b>								



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
25-01048	01/29/25	ECSWC005 ECSWCD		Account Continued				
1 TREE SEEDLINGS USDA GRANT	\$53.00	A -8090-435-000	E	ENVIRONMENTAL - CONTRACTUAL	R	01/29/25 01/29/25		1/29/2025
25-01049	02/06/25	FERRY005 FERRY INC						
1 OIL,SEALS, HOSE ASSEMBLYS	\$743.57	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:	T R	02/06/25 02/06/25		62727/63194
25-01050	02/06/25	FINGE005 FINGER LAKES / CASTLE						
1 WINDSHIELD WASHING FLUID	\$216.00	A -5110-452-000	E	STREET'S MAINT-REPAIRS/MAINT:	TI R	02/06/25 02/06/25		925068
25-01051	02/06/25	GREEN010 GREEN MOUNTAIN ELECTRIC SUPPLY						
1 NEFH DRYER	\$71.62	A -1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	02/06/25 02/06/25		S\$157068,001
25-01052	02/06/25	HEALT015 HEALTHWORKS - WNY LLP						
1 DRUG&ALCOHOL RANDOM TESTING	\$250.00	A -5010-472-000	E	STREET'S ADMIN-ALCOHOL & DRUC	R	02/06/25 02/06/25		529594
25-01053	02/06/25	HOMED005 HOME DEPOT CREDIT SVCS						
1 PARTS&SUPPLIES JANUARY 2025	\$280.87	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	02/06/25 02/06/25		JAN2025
2 PARTS&SUPPLIES JANUARY 2025	\$1,133.67	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	02/06/25 02/06/25		JAN2025
3 PARTS&SUPPLIES JANUARY 2025	\$10.97	A -5010-402-000	E	STREET'S ADMINISTRATION-OFFICE	R	02/06/25 02/06/25		JAN2025
4 PARTS&SUPPLIES JANUARY 2025	\$29.94	A -5110-419-000	E	STREET'S MAINT-TOOLS & PAINT	R	02/06/25 02/06/25		JAN2025
5 PARTS&SUPPLIES JANUARY 2025	\$29.97	A -5110-452-000	E	STREET'S MAINT-REPAIRS/MAINT:	TI R	02/06/25 02/06/25		JAN2025
6 PARTS&SUPPLIES JANUARY 2025	\$749.60	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:	T R	02/06/25 02/06/25		JAN2025
		<b>\$2,235.02</b>						
25-01054	02/06/25	JOEBAA005 JOE BASIL CHEVROLET INC.						
1 TRUCK 4 REPLACEMENT APLIQUE	\$87.52	A -5110-452-000	E	STREET'S MAINT-REPAIRS/MAINT:	TI R	02/06/25 02/06/25		656762
25-01055	02/06/25	KAMIN005 KAMINSKI & SONS TRUCK EQUIP.						
1 REPAIR PARTS TRUCK 21	\$341.71	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:	T R	02/06/25 02/06/25		96101
25-01056	02/06/25	KENWO005 KENWORTH NORTHEAST GROUP INC						
1 18 POINT INSPECTION TK 12	\$5,598.10	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:	T R	02/06/25 02/06/25		8107662
25-01057	02/04/25	LANCA050 LANCASTER FIRE DEPT.						

PO #		PO Date		Vendor		Contract		PO Type											
Item		Description		Amount		Charge Account		Acct Type		Description		Stat/Chk		First Enc Rcvd Date Date		Chk/Void Invoice			
25-01057		02/04/25 LANCA050 LANCASTER FIRE DEPT.								Account Continued									
1	REIMBURSEMENT MAIL & STAMPS	\$82.68	A -3411-436-000	E							FIRE DEPT-POSTAGE	R		02/04/25	02/04/25		2/7/2025		
25-01058		02/06/25 MANNY005 MANNY'S ACE HARDWARE																	
1	PARTS&SUPPLIES JANUARY 2025	\$50.32	A -1621-453-000	E							NORTH END F.H.-BUILD & GROUND	R		02/06/25	02/06/25		JAN2025		
2	PARTS&SUPPLIES JANUARY 2025	\$77.45	A -1640-402-000	E							DEPT PUBLIC WORKS-JANITORIAL	R		02/06/25	02/06/25		JAN2025		
3	PARTS&SUPPLIES JANUARY 2025	\$621.93	A -1640-450-000	E							DEPT PUBLIC WORKS GRGE-BUILD	R		02/06/25	02/06/25		JAN2025		
4	PARTS&SUPPLIES JANUARY 2025	\$43.16	A -3411-456-000	E							FIRE DEPT-REPAIRS & MAINT BY Df	R		02/06/25	02/06/25		JAN2025		
5	PARTS&SUPPLIES JANUARY 2025	\$443.57	A -5110-419-000	E							STREETS MAINT-TOOLS & PAINT	R		02/06/25	02/06/25		JAN2025		
6	PARTS&SUPPLIES JANUARY 2025	\$161.46	A -5132-200-000	E							SNOW REMOVAL-PLOW	R		02/06/25	02/06/25		JAN2025		
7	PARTS&SUPPLIES JANUARY 2025	\$184.06	A -5132-452-000	E							SNOW REMOVAL-REPAIRS/MAINT: 1	R		02/06/25	02/06/25		JAN2025		
8	PARTS&SUPPLIES JANUARY 2025	\$47.45	A -7550-425-000	E							CELEBRATIONS-CHRISTMAS/VLLE/1	R		02/06/25	02/06/25		JAN2025		

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				
25-01064	02/06/25 N0000015 N Y S E G												
1	37 CENTRAL AVE.	\$74.53	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	02/06/25	02/06/25	10018339308				
25-01065	02/07/25 STATE005 STATE COMPTROLLER-JUSTICE FUND												
1	FINES/FEES DECEMBER 2024	\$364.25	T-061-000	G	TRUST FUND, COURT & TRUST	R	02/07/25	02/07/25	DECEMBER 2024				
25-01066	02/06/25 QUEEN005 QUEEN CITY VACUUM CLEANER CENT												
1	VACUUM FOR DPW	\$318.94	A-1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL	R	02/06/25	02/06/25	12323				
25-01068	02/06/25 SITE0005 SITE ONE LANDSCAPE SUPPLY, LLC												
1	JET BLUE ICE MELT ALL BUILDING	\$139.04	A-1620-450-000	E	SHARED SERVICES - BUILDING & G	R	02/06/25	02/06/25	149594235-001				
2	JET BLUE ICE MELT ALL BUILDING	\$139.04	A-1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	02/06/25	02/06/25	149594235-001				
3	JET BLUE ICE MELT ALL BUILDING	\$139.04	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	02/06/25	02/06/25	149594235-001				
4	JET BLUE ICE MELT ALL BUILDING	\$139.03	A-5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	02/06/25	02/06/25	149594235-001				
		<b>\$556.15</b>											
25-01069	02/06/25 SITE0005 SITE ONE LANDSCAPE SUPPLY, LLC												
1	ICE MELT ALL LOCATIONS	\$139.04	A-1620-450-000	E	SHARED SERVICES - BUILDING & G	R	02/06/25	02/06/25	149319185-001				
2	ICE MELT ALL LOCATIONS	\$139.04	A-1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	02/06/25	02/06/25	149319185-001				
3	ICE MELT ALL LOCATIONS	\$139.04	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	02/06/25	02/06/25	149319185-001				
4	ICE MELT ALL LOCATIONS	\$139.03	A-5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	02/06/25	02/06/25	149319185-001				
		<b>\$556.15</b>											
25-01070	02/06/25 STAPL010 STAPLES BUSINESS CREDIT												
1	OFFICE SUPPLIES, FOLDERS4SEWER	\$82.34	A-5010-402-000	E	STREETS ADMINISTRATION-OFFICE	R	02/06/25	02/06/25	022626907				
2	OFFICE SUPPLIES, FOLDERS4SEWER	\$41.49	G-8115-401-000	E	ADMINISTRATION-OFFICE SUPPLIE	R	02/06/25	02/06/25	022626907				
		<b>\$123.83</b>											
25-01071	02/07/25 TECHN015 TECHNET MSP LLC												
1	MARCH 2025	\$4,193.00	A-1325-435-200	E	FINANCE TREASURER - SVC MAINT	R	02/07/25	02/07/25	1529				
2	MARCH 2025	\$1,653.00	A-3411-477-000	E	FIRE DEPT-RED ALERT PROG/INFO	R	02/07/25	02/07/25	1529				
		<b>\$5,846.00</b>											
25-01072	02/07/25 THOMS005 THOMSON REUTERS - WEST PAYMENT												

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			
25-01072	02/07/25	THOMS005	THOMSON REUTERS - WEST PAYMENT									Account Continued		
1	JANUARY 2025		\$161.75	A -1420-409-000	E	LAW - LAW BOOKS	R	02/07/25	02/07/25		851426155			
25-01073	02/07/25	TOPSM010	TOPS MARKETS, LLC											
1	PAPER PLATES AND NAPKINS CTO		\$7.48	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	02/07/25	02/07/25		322538			
25-01074	02/06/25	VOLPE005	JAMES F. VOLPE											
1	ZBA 188 & 192 ERIE ST.		\$30.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	02/06/25	02/06/25		2/6/2025			
25-01075	02/04/25	WEXBA005	WEX BANK (CITGO)											
1	CHIEF VEHICLES/RESCUE 7 FUEL		\$564.93	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	02/04/25	02/04/25		102588549			
25-01076	02/06/25	WMCOR005	WM CORPORATE SERVICES INC											
1	8 YD DUMPSTER SVC DPW/LMB		\$625.55	A -8160-434-000	E	REFUSE & GARBAGE-CONTRACT S	R	02/06/25	02/06/25		JANUARY 2025			
25-01077	02/10/25	CHART005	CHARTER COMMUNICATIONS											
1	LMB/DPW/NEFH FEBRUARY 2025		\$151.07	A -1640-439-000	E	DEPT PUBLIC WORKS - ELECTRIC	R	02/10/25	02/10/25		FEBRUARY 2025			
2	LMB/DPW/NEFH FEBRUARY 2025		\$28.60	A -1621-439-000	E	NORTH END FIRE HALL - TELEPHOI	R	02/10/25	02/10/25		FEBRUARY 2025			
3	LMB/DPW/NEFH FEBRUARY 2025		\$90.40	A -1640-431-000	E	DEPT PUBLIC WORKS - TELEPHONI	R	02/10/25	02/10/25		FEBRUARY 2025			
			<b>\$270.07</b>											
Total Purchase Orders:		52	Total P.O. Line Items:		95	Total List Amount:		\$188,306.10	Total Void Amount:		\$0.00			

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A	\$165,910.04	\$0.00	\$0.00	\$165,910.04
	5-G	\$713.97	\$0.00	\$0.00	\$713.97
	5-H	\$21,317.84	\$0.00	\$0.00	\$21,317.84
	5-T	\$0.00	\$0.00	\$364.25	\$364.25
Total Of All Funds:		\$187,941.85	\$0.00	\$364.25	\$188,306.10
Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	\$165,910.04	\$0.00	\$0.00	\$165,910.04
	G	\$713.97	\$0.00	\$0.00	\$713.97
	H	\$21,317.84	\$0.00	\$0.00	\$21,317.84
	T	\$0.00	\$0.00	\$364.25	\$364.25
Total Of All Funds:		\$187,941.85	\$0.00	\$364.25	\$188,306.10

February 11, 2025  
09:40 AM

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Page No: 1

Batch Id: PAYROLL Batch Date: 01/31/25 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -1010-100-000 BOARD OF TRUSTEES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	1,553.82		1
A -1110-100-000 VILLAGE JUSTICE - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	2,435.85		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	683.69		3
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	4,856.15		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	2,015.38		5
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	2,161.30		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	935.74		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	16,348.85		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	230.77		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		11
A -3989-100-000 BUILDING INSP-PERSONAL SVCS-CODE ENFCMT Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		12
A -3990-100-000 DISASTER PREPAREDNESS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	140.77		13
A -4020-100-000 REGISTRAR VITAL STATS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	180.95		14

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -5010-100-000 STREETS ADMINISTRATION-PERSONAL SVCS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	7,027.52		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	4,343.08		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	39,452.79		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		20
A -7550-103-000 DPW - Regular Time Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		21
A -8020-100-000 PLANNING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	80.77		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	1,342.32		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	84.02		27

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	610.51-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		29
A -5132-405-000 SNOW REMOVAL-MEAL ALLOWANCES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		30
G -8115-100-000 ADMINISTRATION-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: G -200-000 CASH	2,796.96		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: G -200-000 CASH	2,444.76		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: G -522-000 EXPENDITURE CONTROL	0.00		33
A -3120-100-000 POLICE-PERSONAL SVCS-CROSSING GUARDS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	2,334.75		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		36
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		38
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		39
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		40
A -8090-100-000 ENVIRONMENTAL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 1/31/2025 Cr: A -200-000 CASH	2,962.00		41

WARNING: Control Acct would have a negative balance but error was overridden: A -8989-000-000. Balance would be: 9,000.12-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	88,560.01	0.00	0.00	0.00	0.00	0.00
	G	5,241.72	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		93,801.73	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	93,801.73
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	39	

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

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

Batch Id: FICA      Batch Date: 01/31/25      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	6,821.55		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	400.99		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,821.55	0.00	0.00	0.00	0.00	0.00
	G	400.99	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		7,222.54	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	7,222.54
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	2	

There are NO errors in this listing.

Batch Id: TASC      Batch Date: 02/07/25      Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	HRA TRANSACTIONS PAID PREVIOUS MONTH Cr: A -200-000 CASH	6,809.77		1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,809.77	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,809.77	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	6,809.77
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	1	

There are NO errors in this listing.

Batch Id: CREDITCD Batch Date: 12/31/24 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -3990-474-000 DISASTER PREP- WEBSITE & INFO TECHNOLOGY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	KULMEY - BLUE DOCK MEDIA Cr: A -200-000 CASH	64.00		1
A -3990-479-000 DISASTER PREPAREDNESS-PAGERS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	KULMEY - RAPID FAX Cr: A -200-000 CASH	11.99		2
A -1325-474-000 FINANCE TREASURER - WEB SITE & INTERNET Db: A -522-000 EXPENDITURE CONTROL	Expenditure	ADOBE-CTO OFFICE 2 ACCOUNTS Cr: A -200-000 CASH	47.98		3
A -5010-403-000 STREETS ADMINISTRATION-COMPUTER SOFTWARE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	ADOBE-DPW OFFICE 1 ACCOUNT Cr: A -200-000 CASH	23.99		4
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-APPLE-MUSIC FOR DOWNTOWN IPOD Cr: A -200-000 CASH	10.99		5
A -1620-439-000 SHARED SERVICES - TELEPHONE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	CTO- VONAGE - SMB PROSERVICE BRONZE Cr: A -200-000 CASH	200.00		6
A -1110-470-000 VILLAGE JUSTICE - EXPENSE AND TRAVEL Db: A -522-000 EXPENDITURE CONTROL	Expenditure	COURT-COMFORT INN-HADSALL-TRAINING Cr: A -200-000 CASH	660.11		7
A -3411-432-000 FIRE DEPT-DUES & SUBSCRIPTIONS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	FIRE-NFPA-MEMBERSHIP 2025 29714 Cr: A -200-000 CASH	244.69		8
A -3411-432-000 FIRE DEPT-DUES & SUBSCRIPTIONS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	FIRE-FASNY-MEMBERSHIP DUES Cr: A -200-000 CASH	60.00		9
A -1420-435-000 LAW - CONTRACTUAL SERVICES:LEASE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	ART-SPEECH PROCESSING SOLUTIONS Cr: A -200-000 CASH	149.10		10
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-HYDRAULICSUPPLY-REPAIRS TK 12 Cr: A -200-000 CASH	709.14		11
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-DARK CHOCOLATE-RUDA 4 EVENT Cr: A -200-000 CASH	114.24		12
A -7550-410-000 CELEBRATIONS-NEW YEAR'S EVE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	EVENTS-WEGMANS-FOOD FOR NYE EVENT Cr: A -200-000 CASH	264.74		13

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	2,560.97	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		2,560.97	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	13	2,560.97
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:	13	

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

Batch Id: CREDITCD	Batch Type: Standard				
Account No.	Type	Debit	Credit	Description	
Account Description					
A -200-000 CASH	General Ledger		3,666.73	JANUARY FULL CREDIT CARD AMOUNT	1
A -3990-474-000 DISASTER PREP- WEBSITE & INFO TECHNOLOGY G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	64.00		KULMEY - BLUE DOCK MEDIA	2
A -3990-479-000 DISASTER PREPAREDNESS-PAGERS G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	11.99		KULMEY - RAPID FAX	3
A -1325-474-000 FINANCE TREASURER - WEB SITE & INTERNET G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	47.98		DPW-ADOBE-CTO OFFICE - 2 AVCOUNTS	4
A -5010-403-000 STREETS ADMINISTRATION-COMPUTER SOFTWARE G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	23.99		DPW-ADOBE-DPW OFFICE - 1 ACCOUNT	5
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	10.99		DPW-APPLE-MUSIC FOR DOWNTOWN IPOD	6
A -1620-439-000 SHARED SERVICES - TELEPHONE G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	794.02		CTO-VONAGE-PHONES	7
A -3411-470-000 FIRE DEPT-TRAINING G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	400.00		FIRE-NY ASSOC FC - ULLMAN/SIEJAK TRAIN	8
A -3411-470-000 FIRE DEPT-TRAINING G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	105.00		FIRE-NY ASSOC FC - ULLMAN/SIEJAK/REINHOL	9
A -3411-470-000 FIRE DEPT-TRAINING	Expenditure	200.00		FIRE-NY ASSOC FC -TRAINING ULLMAN/SIEJAK	10

Account No. Account Description	Type	Debit	Credit	Description	Date	Journal Num	Tracking Id	Seq
G/L: A -522-000 EXPENDITURE CONTROL								
A -3411-470-000 FIRE DEPT-TRAINING	Expenditure	306.94		FIRE-AWAZON-TRAINING MANUALS PCR ON EMS	01/31/25			11
G/L: A -522-000 EXPENDITURE CONTROL								
A -3411-470-000 FIRE DEPT-TRAINING	Expenditure	35.00		FIRE-NY ASSOC FC - TRAINING REVELAS	01/31/25			12
G/L: A -522-000 EXPENDITURE CONTROL								
A -8020-436-000 PLANNING-POSTAGE	Expenditure	39.00		PLANNING-USPS-POSTAGE FOR PACKETS	01/31/25			13
G/L: A -522-000 EXPENDITURE CONTROL								
A -1640-200-000 DEPT PUBLIC WORKS-EQUIPMENT MISC	Expenditure	179.98		DPW-HARBOR FREIGHT-BLOWERS FOR SHOP	01/31/25			14
G/L: A -522-000 EXPENDITURE CONTROL								
A -5110-419-000 STREETS MAINT-TOOLS & PAINT	Expenditure	48.97		DPW-HARBOR FREIGHT- DRILL BITS ET AL	01/31/25			15
G/L: A -522-000 EXPENDITURE CONTROL								
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT: TRUCKS/EQUIP	Expenditure	36.97		DPW-AWAZON-FILTERS FOR DEWALT SHOP VAC	01/31/25			16
G/L: A -522-000 EXPENDITURE CONTROL								
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP	Expenditure	69.98		DPW-AWAZON - CARBURATOR FOR SNOWBLOWERS	01/31/25			17
G/L: A -522-000 EXPENDITURE CONTROL								
A -5110-419-000 STREETS MAINT-TOOLS & PAINT	Expenditure	39.99		DPW-AWAZON-TOOLS	01/31/25			18
G/L: A -522-000 EXPENDITURE CONTROL								
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT: TRUCKS/EQUIP	Expenditure	15.88		DPW-AWAZON-DRINK HOLDER - TK 12	01/31/25			19
G/L: A -522-000 EXPENDITURE CONTROL								
A -5110-419-000	Expenditure							

Account No. Account Description	Type	Debit	Credit	Description	Date	Journal Num	Tracking Id	Seq
STREETS MAINT-TOOLS & PAINT G/L: A -522-000 EXPENDITURE CONTROL		39.99		DPW-AMAZON-POWER TOOL ORGANIZER MOUNT	01/31/25			20
A -5110-419-000 STREETS MAINT-TOOLS & PAINT G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	49.98		DPW-HARBOR FREIGHT-JUMP STARTER, ET AL	01/31/25			21
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	169.99		DPW-HARBOR FREIGHT-JUMP STARTER, ET AL	01/31/25			22
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	170.00		DPW-HARBOR FREIGHT-JUMP STARTER, ET AL	01/31/25			23
A -7550-410-000 CELEBRATIONS-NEW YEAR'S EVE G/L: A -522-000 EXPENDITURE CONTROL	Expenditure	330.00		DPW-HARBOR FREIGHT-JUMP STARTER, ET AL	01/31/25			24
A -394-000 DUE FROM SEWER FUND	General Ledger	476.09		JANUARY FULL CREDIT CARD AMOUNT	01/31/25			25
G -634-000 DUE TO GENERAL FUND	General Ledger		476.09	JANUARY FULL CREDIT CARD AMOUNT	01/31/25			26
G -8120-433-000 SANITARY SEWERS-POLLUTION CONTROL G/L: G -522-000 EXPENDITURE CONTROL	Expenditure	27.98		DPW-HARBOR FREIGHT-GLOVES FOR SEMER	01/31/25			27
G -8120-435-000 SANITARY SEWERS-CONTRACTUAL SERVICES G/L: G -522-000 EXPENDITURE CONTROL	Expenditure	448.11		DPW-CELLINO-LMB SEWER REPAIR	01/31/25			28

Entries: 28 Debits: 4,142.82 Credits: 4,142.82

There are NO errors in this listing.

(476.09) DUE TO / FROM ACCT

\* 3,666.73 TOTAL

# LISTED CORRESPONDENCE

February 24, 2025

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Correspondence from William Skubis providing a Special Events Application for Skoob's Village Grille 4 <sup>th</sup> Annual St. Patrick's Day Parade to be held on Saturday, March 15, 2025.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
2.	_____	_____	Correspondence from American Forests providing notice that the Village of Lancaster is ordered to stop work and suspend all Project Activities related to the USDA-Forest Service federal grant program effective February 20, 2025, due to the recent federal spending pause.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
3.	_____	_____	Correspondence from Erie County Legislator Frank Todaro providing a sponsored resolution which passed the Erie County Legislature calling on the State to increase local aid for the Consolidated Local Street and Highways Improvements Program (CHIPS) as part of the State Budget.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
4.	_____	_____	Correspondence from NYS DEC Urban & Community Forestry Program indicating that the Village's 2024 Tree City USA application was approved and inviting Village officials to attend a Recognition Appreciation event in March.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
5.	_____	_____	Correspondence from Amy Stypa, Sustainability and Community Climate Energy Coordinator, providing an update on a recent meeting with NYSERDA for Clean Energy Siting related to battery storage systems.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
6.	_____	_____	Correspondence from William E. Schutt, PE, recommending that the Village Board proceed with approval of the site plan for Bowtie Park as previously presented to the Board following review by the Planning Commission at their November 21, 2024 meeting.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
7.	_____	_____	Correspondence from Matt Fischione, Code Enforcement Officer, providing details regarding unsafe conditions discovered at 18 James Place following a medical emergency response at the property on February 9, 2025.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
8.	_____	_____	
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
9.	_____	_____	
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	

NOTED # 1  
CORRESPONDENCE  
MEETING DATE 2/24/2025

# Village of Lancaster, New York

## Village Code Chapter 285 Special Events Application

Municipal Building • 5423 Broadway • Lancaster, NY 14086 • (716) 683-2105

Pursuant to §285-2 of the Village Code, a special event is an event 1) proposed to be held on public property or on private property, but affecting public property, 2) requiring Village support services, or 3) for which a waiver of one or more mobile food vending regulations set forth at §209-8 of Chapter 209, Mobile Food Vending, will be requested.

If additional space is required, please note in the appropriate box and attach extra sheet(s)

<b>Event Name:</b> Skoob's 4th ANNUAL ST PATRICKS DAY PARADE	
<b>Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.):</b> PARADE	
<b>Event Date(s):</b> 3/15/25	<b>Event Time(s):</b> 3-4 pm
<b>Applicant Name:</b> William Skubis	<b>Event Location:</b> Parade route in the Village
<b>Individual/Group/Corporation Name Holding Event:</b> Skoob's Village Grille	<b>Village Property Affected (If Applicable)</b> some street closures SEE ATTACHED
<b>Applicant Address, City, State, Zip:</b> Home 240 Schwartz RD LANCASTER NY 14086 Restaurant - 50 CENTRAL AVE LANCASTER NY 14086	<b>Support Services Requested of the Village (If Applicable)</b> Police or DPW workers to close street intersections I would like the Village to supply FIRE TRUCKS please
<b>Applicant Email:</b> skoooby9@yahoo.com	<b>Applicant Phone:</b> 716-440-2815

Pursuant to Village Code §285-3(B)(2)(c), there must be an identified "in charge person" on premise during all hours of the event.

<b>"In charge person":</b> William Skubis	<b>Contact cell and email:</b> 716-440-2815 skoooby9@yahoo.com	<b>Date &amp; Time(s) On-Premise at Event:</b> 3/15/25 3-4 pm
<b>Anticipated Peak Attendance Number:</b> 150		<b>Anticipated Age Range of those in Attendance:</b> 8-80
<b>Will Alcohol be consumed? Applicant must comply with Village Code Section 85-3 "Alcoholic Beverages"</b> YES		<b>Will there be Amplified Sound or Music? If so, provide particulars including hours:</b> NO

Will Animals be part of the event? If so provide particulars.

NO

Will Food Trucks be part of the event? If so and an exception to any regulation set forth in §209-8 of Village Code Chapter 209 "Mobile Food Vending" (see: <https://lancastrvillageny.gov>) will be requested of the Village Code Enforcement Officer, identify by section number each regulation for which an exception will be requested.

NO

If the event is what is commonly referred to as a block party: 1) identify by names and addresses block neighbors who have been advised of the proposed block party, 2) state either that no block neighbors have expressed opposition to the proposed block party or 3) separately identify by names and addresses block neighbors who have expressed opposition to the proposed block party.

N/A

If applicable respond to (a) through (h) below and attach a map or sketch depiction:

(a) Location of Parking Facilities indicating number of parking spaces being provided for:

N/A

(b) Please explain Additional Traffic Control measures that will be undertaken to deal with traffic over/above the Parking Facilities explained in (a) above:

(c) Location of Trash Facilities:

N/A

(d) Location of Water Facilities:

N/A

(e) Location of Electrical Facilities:

N/A

(f) Location of Toilet Facilities including location of Porta-Toilets:

N/A

(g) Location of Entrances where public is to enter and exit site:

SAVE-A-Lot Parking lot

(h) Location of Vendor Facilities including booths and food service:

N/A

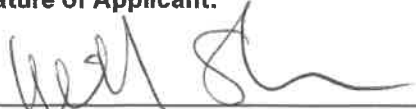
(If Applicable) Organization providing Security:

N/A

(If Applicable) Number of Security Personnel:

N/A

Signature of Applicant:



Date:

1/29/25

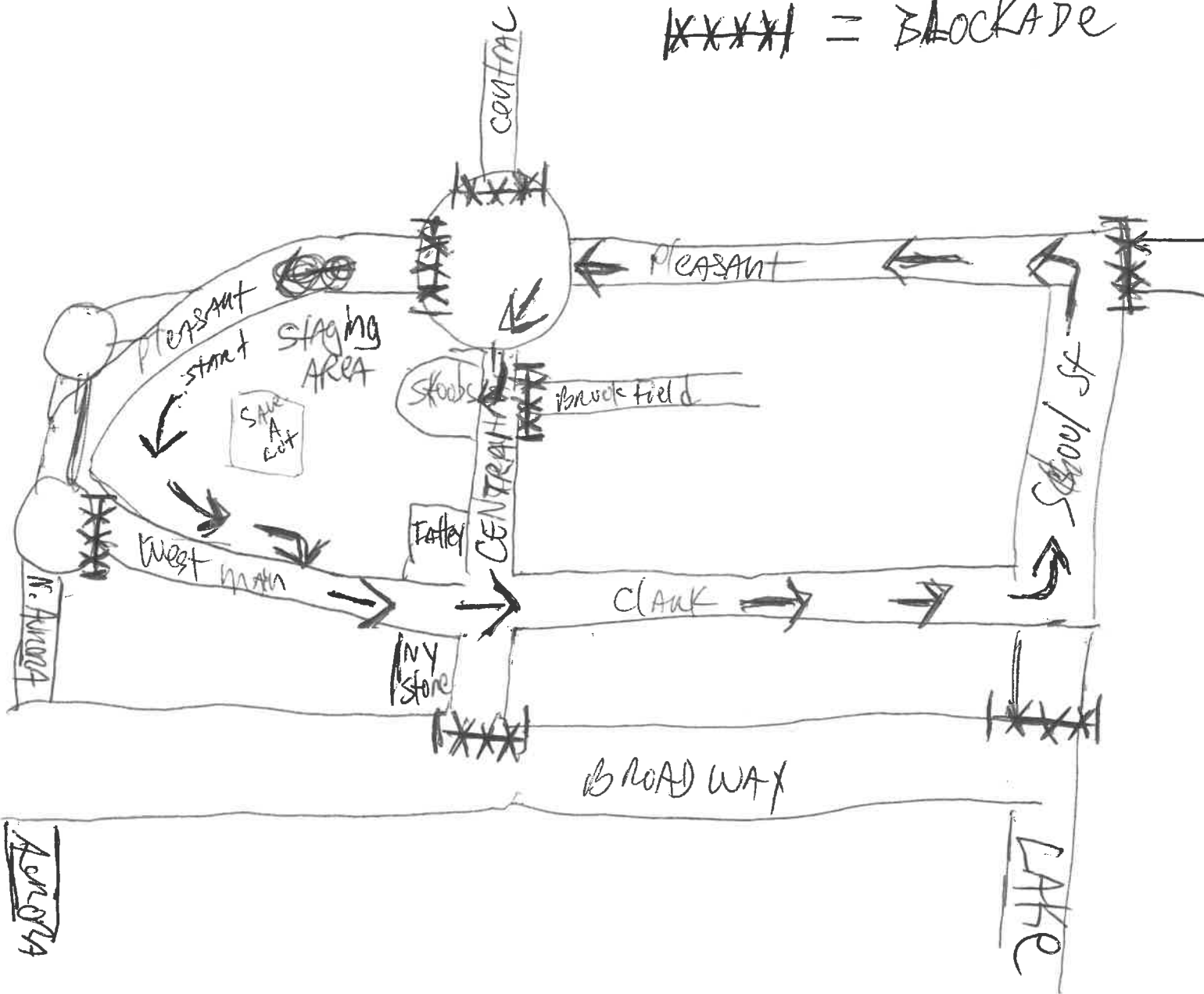
Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: \_\_\_\_\_, 202\_\_\_\_.

☐ Village Board approved with attached statement of conditions imposed.

XXXXX = BLOCKADE



February 12, 2025

Dear Catalyst Fund grantee,

Thank you for your patience and understanding as we navigate this unprecedented period of transition in our federal government and the status of federal funding, impacting your subaward with American Forests as a national pass-through funding partner to the USDA-Forest Service (USFS). We deeply understand its ramifications for your work and organization.

As of this date, we have received continued guidance from the USFS that “disbursements (payments) for approved payment requests using Form SF270 are [still] paused until further notice.” Unfortunately, it is uncertain when or if funds will be available to us, as a pass-through funding partner, to support you and your projects. This funding pause applies equally to your subaward in accordance with Article II of your subaward agreement, which incorporates the terms of the cooperative agreement between American Forests and USFS (the “Grant Agreement”) by reference.

Therefore, it is with deep regret that **we give notice and order you to stop work and suspend all Project Activities, effective February 20, 2025, five business days from the date of this letter.** As such, you should immediately cease all activities, take affirmative steps to minimize any pending costs allocable to the subaward and not incur any new costs or obligations chargeable to the subaward. Please immediately provide similar instructions to all lower-tiered subrecipients and contractors (if applicable). Any costs accrued by you after this date are incurred at your own risk and will not be reimbursed if the USFS does not recommence disbursements under the Grant Agreement. As a reminder, costs that are later determined to be unallowable by the USFS or by American Forests must be refunded with interest to the Federal Government under 2 CFR 200.410 and the terms of your subaward.

If the USFS does recommence disbursements under the Grant Agreement, expenses incurred prior to the date of suspension and expenses necessary to carry out the suspension will be considered for allowability under the terms of the subaward. During this period of suspension, we will update you with relevant information that we receive from the USFS, including notice on when the suspension will be lifted.

When and if the status of funding shifts in a manner that permits us to resume the activities under the Grant Agreement, we will notify you.

To help ensure appropriate tracking, please **provide an estimate of your costs incurred from January 01, 2025 to February 20, 2025, via submission to [this form](#) [linked here].**

This information will be used if we can access funding through payment requests to the USFS. Per our verbal guidance from the USFS, we will be able to submit such estimates for reimbursement during this suspension. While there is again no confirmation that these will be paid immediately, we will use this submission as part of our good faith efforts to ensure timely disbursements when the opportunity arises again.



We will provide you with further written notification as we need to complete ongoing reporting obligations under the subaward.

Please confirm receipt and intent to comply by email to Alaina Belton at [abelton@americanforests.org](mailto:abelton@americanforests.org), cc: [catalystfundsupport@americanforests.org](mailto:catalystfundsupport@americanforests.org)

If you have any questions, please contact our support inbox at [catalystfundsupport@americanforests.org](mailto:catalystfundsupport@americanforests.org).

Thank you for your understanding and patience.

Best,

A handwritten signature in black ink, appearing to read "Benita Hussain".

Benita Hussain  
Chief Program Officer, Tree Equity  
American Forests



LISTED # 3  
CORRESPONDENCE  
DATE 2/24/2025

## ERIE COUNTY LEGISLATURE

HON. FRANK J. TODARO  
8<sup>TH</sup> DISTRICT LEGISLATOR

February 13, 2025

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

Dear Mayor Ruda,

Please see the enclosed resolutions that I sponsored, which passed the Erie County Legislature on February 6, 2025. Resolution 3-5 (2025) calls on the State to increase local aid for the Consolidated Local Street and Highway Improvement Program (CHIPs) as part of the State Budget.

I am pleased that this important Resolution passed overwhelmingly by a vote of 10-1. CHIPs funding is critical to local highway maintenance programs, which cover approximately 87% of the States total lane miles. Local Highway Superintendents and Department of Public Works (DPW) have expressed concern regarding the challenges they face maintaining local roads at a time when costs have increased significantly over the past 5 years. My colleagues and I in the Legislature Minority Caucus share these concerns and introduced Resolution 3-5 (2025) to voice our support for increases to this critical funding from New York State.

I hope this information is helpful to you. Please do not hesitate to reach out if I can be of any assistance regarding county matters. You can email me at [Frank.Todaro@erie.gov](mailto:Frank.Todaro@erie.gov) or contact my office at (716) 681-2071. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Frank J. Todaro".

Hon. Frank J. Todaro  
Erie County Legislator, District 8

**A RESOLUTION SUBMITTED BY  
LEGISLATORS MILLS, GREENE, TODARO, LORIGO**

**Re: Requesting Additional CHIPs Funding in the New York State 2026 Fiscal Year Budget**

**WHEREAS**, local highway departments in New York State maintain over 87% of New York's 113,000 miles of highways, with Erie County municipalities maintaining 3,966 centerline miles while the New York State Department of Transportation only maintains 522 road miles in Erie County; and

**WHEREAS**, New York State began providing assistance for local road maintenance through the Consolidated Local Street and Highway Improvement Program, more commonly known as CHIPs, in 1981; and

**WHEREAS**, CHIPs is a critical source of funding for local municipalities to make necessary improvements to roads and bridges, as well as perform preventive maintenance to prolong the life of our infrastructure; and

**WHEREAS**, costs of road construction materials have skyrocketed in recent years due to inflation and lingering economic effects of the COVID-19 pandemic; and

**WHEREAS**, despite these continuously increasing costs of road construction and maintenance, the proposed budget for the New York State 2026 Fiscal Year does not provide any increase in CHIPs funding; and

**WHEREAS**, this combination of rising costs and stagnant funding levels will make it difficult for municipal governments to maintain and improve local roads and bridges; and

**WHEREAS**, the NYS Association of Town Superintendents of Highways is requesting that the State Legislature increase CHIPs funding by \$250 million in the 2026 fiscal year budget.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Erie County Legislature calls upon the New York State Legislature to increase the amount of funding allocated to the Consolidated Local Street and Highway Improvement Program in the 2026 New York State Budget; and be it further

**RESOLVED**, that certified copies of this resolution be transmitted to Governor of New York State, the WNY delegations to the NYS State Senate and Assembly, the NYS Association of Town Superintendents of Highways, and any other party deemed necessary and proper.

## Mike Stegmeier

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**From:** Sustainability  
**Sent:** Friday, February 14, 2025 8:29 AM  
**To:** Lynne T. Ruda; Mike Stegmeier  
**Subject:** Fw: You're invited: Recognition Lunch for 2024 Tree City USA, Tree Campus, Tree Line USA, and Tree City of the World Applicants!

Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086



**Climate Smart  
Communities**  
Certified Bronze

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**From:** dec.sm.urbanforestry <dec.sm.urbanforestry@dec.ny.gov>  
**Sent:** Thursday, February 13, 2025 4:34 PM  
**To:** Sustainability <sustainability@lancastervillageny.gov>  
**Subject:** You're invited: Recognition Lunch for 2024 Tree City USA, Tree Campus, Tree Line USA, and Tree City of the World Applicants!

Greetings Village of Lancaster,

NYS Dept. of Environmental Conservation has approved your community's 2024 Tree City USA application (applications are pending final approval from Arbor Day Foundation). Congratulations!

In recognition of this achievement, you are warmly invited to attend our Recognition Appreciation event in March. There are two events to choose from. Check-in and coffee will open at 9:30 am and the event will come to a close after lunch around 1:30 pm. You are welcome to attend whichever event you prefer. The events being held are:

**At the SKY Armory in Syracuse on Thursday, March 20th**

**At the Senate Garage in Kingston on Thursday, March 27th**

We hope you will join us at one of these events!

We are sending this invite to each of the contacts we have from your applications. Each organization or community may send **two representatives**. Because of this limit, please communicate with your colleagues to determine who will be attending the event. If you have one to two additional persons interested in attending, please reach out to us at [urbanforestry@dec.ny.gov](mailto:urbanforestry@dec.ny.gov) to have them added to a waiting list, which we will draw from if seats are available closer to the event date.

 **Please [click here](#) to complete this form by March 13<sup>th</sup> to let us know you are coming.**

Our agenda for the event includes recognizing each awarded organization in attendance, a presentation by our host communities, a presentation on the NYS Reforestation Plan and the 25 Million Tree Initiative, free raffle giveaways, photo opportunities, and facilitated discussion.

## **TREE TRACKER NEWS**

We're asking all Arbor Day Foundation program applicants to **input their 2024 tree planting efforts into the new Tree Tracker**. This will ensure that all your efforts from the past year contribute directly to the statewide total and get New York one step closer to planting 25 million trees by 2033.

Any trees planted since January 1, 2024, count toward the 25 million tree goal. When recording your tree or trees, be prepared to provide the location and number of trees planted. The [Tree Tracker](#) provides the option to submit additional information, if known, such as:

- The start/end date of the planting project;
- The type of tree species planted and its size;
- Where tree(s) were purchased or otherwise procured; and
- Photos of your planting efforts.

## **YOUR CHANCE TO WIN!**

**25 Million Tree Tracker raffle** – Every Arbor Day Foundation program applicant that records their **2024** tree planting efforts in the Tree Tracker will be entered into a **raffle for a gift basket of tree care tools**, including pruners, gloves, loppers, guidebooks, and Arbor Day Foundation merch – **a combined \$500 value!** To sweeten the deal, every community that records their 2024 tree planting efforts in the Tree Tracker will be entered into a **raffle for a gift basket of tree care tools**, including pruners, gloves, loppers, guidebooks, and Arbor Day Foundation merch – **a combined \$500 value!** After recording your plantings, just forward your confirmation emails to Annabel Gregg ([annabel.gregg@dec.ny.gov](mailto:annabel.gregg@dec.ny.gov)) to be entered into the raffle.



**The Raffle Drawing is on Tuesday, April 1<sup>st</sup>**

We also encourage you to **visit the brand-new 25 Million Trees Initiative webpage**, where you can view the live dashboard of tree plantings statewide, advertise any tree planting events your municipality might be hosting (say, for Arbor Day...!), and other resources.

Thank you for all your efforts to maintain Village of Lancaster's participation in Tree City USA. We appreciate you and hope to see you at a recognition event to celebrate your work! Please let us know if you have any questions about the Recognition lunch or the Tree Tracker raffle.

Respectfully,

**Urban & Community Forestry Program**  
**NYS Department of Environmental Conservation**  
625 Broadway Ave, Albany, NY 12233-4255  
[arborday@dec.ny.gov](mailto:arborday@dec.ny.gov)

## Mike Stegmeier

Model # 5  
CORRESPONDENCE  
MEETING DATE 2/24/2025

**From:** Amy Stypa  
**Sent:** Friday, February 14, 2025 9:16 AM  
**To:** Lynne T. Ruda; Cyndi Maciejewski; Tammie Schaefer; John Mikoley; William Schroeder  
**Cc:** Mike Stegmeier; Arthur Herdzik; Matthew Fischione  
**Subject:** Summary of Meeting with NYSERDA – Battery Energy Storage

Good morning,

I wanted to provide a brief update on a recent meeting with Ian Latimer, NYSERDA's Program Manager for Clean Energy Siting.

A few key takeaways:

- Battery storage systems are highly regulated and extensively tested. While risks exist with any energy project, these systems follow strict safety guidelines.
- Grid constraints dictate viable project locations, but our Industrial Park zoning simplifies the process.
- Fire Department involvement is essential, with training resources available (though updates to the fire code are forthcoming in 2025).
- Key Capture Energy has positive industry feedback, and we may consider arranging a site visit to their Blasdell location for further insight.
- NYSERDA is open to meeting with the board via Zoom to discuss local policy development and provide feedback on potential regulations.

I recognize that Matt, as well as our planning and zoning boards, brings valuable knowledge and experience to this effort, and Ian can serve as an additional resource to support our work moving forward

I've included links to relevant NYSERDA resources and examples of adopted storage codes from other municipalities. Next steps could include reviewing these materials, coordinating a site visit, engaging with the developer, and organizing a work session with NYSERDA's team.

I hope this information is helpful to you and please let me know if I can help in any way.

Best,  
Amy

-----  
**Resources:**

[New York State Battery Energy Storage System Guidebook - NYSERDA](#)

[Key Capture Energy - Storage Solutions That Deliver](#)

[Key Capture installs third New York storage project near Buffalo – pv magazine USA](#)

**NYSERDA Clean Energy Siting Trainings that Erie County hosted.**

1. [Clean Energy in Your Comprehensive Plan \(link\)](#)
2. [Model Laws for Solar Energy & Battery Storage \(link\)](#)
3. [Solar PV Permitting and Inspecting \(link\)](#)
4. [Battery Energy Storage Permitting and Inspecting \(link\)](#)

The Town of Tonawanda has an installed project in their industrial zone near the shuttered Huntly Power Plant on River Road. Here are some links to that project (<https://tonawanda.ny.us/document-center/projects/battery-energy-storage-project-430-sawyer-ave.html>) and the Town's adopted code for Storage systems (<https://ecode360.com/45324119#45324093>).

Amy Stypa  
Sustainability and Community Climate Energy Coordinator  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086  
716-683-2105 x208  
[sustainability@lancastervillage.org](mailto:sustainability@lancastervillage.org)  
Climate Smart



**Climate Smart  
Communities**  
Certified Bronze



Book time to meet with me

**Mike Stegmeier**

6  
CORRESPONDENCE  
MEETING DATE 2/24/2025

**From:** William Schutt <wschutt@wmschutt.com>  
**Sent:** Tuesday, February 18, 2025 2:07 PM  
**To:** Mike Stegmeier; Mike Reinhold; Matt Fischione - Town of Lancaster (MFischione@lancasterny.gov)  
**Cc:** Ashley Debbins; projects  
**Subject:** RE: 3825 Walden Ave - Bowtie Park - Site Approvals Update [07283b]

Mike:

I understand the Planning Commission approved the Bowtie Park Site Plan during their 11/21/24 meeting. Site Plan approval then appeared on the 12/9/24 Village Board meeting agenda. I sent an email 12/9/24 to the Board recommending they do not approve the site plan during their 12/9/24 meeting. This is documented in the minutes of the 12/9/24 meeting under item 5) of Correspondence.

As mentioned below, now that NYSDOT and ECWA approvals have been achieved, Village Board approval of the Bowtie Park Site Plan should proceed during the 2/24/25 meeting.

This project involves a significant amount of site work and a number of agencies. I would welcome discussing how this project should be monitored through construction with Matt Fischione and other Village representatives.

If you have any further questions do not hesitate to contact me.

Best regards,

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

**We're Hiring!**



Wm SCHUTT ASSOCIATES, P.C.  
37 Central Avenue  
Lancaster, NY 14086-2143  
Phone: 716-683-5961  
Fax: 716-683-0169

Civil Engineering • Land Surveying  
Project Management • Construction Support Services  
📧 please don't print this e-mail unless you really need to.

**From:** Mike Stegmeier <mstegmeier@lancastervillageny.gov>  
**Sent:** Thursday, February 6, 2025 4:04 PM



# *Village of Lancaster*

## *Planning Commission*

Municipal Building

5423 Broadway

Lancaster, NY 14086

December 5, 2024

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

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

Dear Mayor Ruda & Village Trustees:

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

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

Respectfully submitted,

*Mike Reinhold*

Mike Reinhold *AMD*  
Chairperson, Planning Commission

MR/AMD

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



# Town of Lancaster

## BUILDING AND ZONING DEPARTMENT

21 Central Avenue  
Lancaster, New York 14086  
716-684-4171  
Fax 685-5317

2/19/2025

Lancaster Village Board of Trustees  
5425 Broadway St.  
Lancaster, NY 14086

**RE: 18 James Place Unsafe Conditions**

Honorable Village Board Members,

On February 9, 2025, the Lancaster Police Department dispatched a Code Enforcement Officer to respond to the scene of a Medical Emergency Response at 18 James Place.

Upon investigation, it was discovered the condition of the building is unlivable. Per Complaint #2025-0130, the building has been placarded to not occupy at this time. This property is historically recorded as an Unlawful Structure as described in the 2020 NYS Property Maintenance Code of New York, Chapter 1, Section 107.1.4 Unlawful Structure.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

The Village Code, Chapter 115 Unsafe Buildings, requires an owner to repair or remove said building or structure.

Sincerely,

Matt Fischione, Code Enforcement Officer/ZEO/CFM/SMO  
Town of Lancaster Building and Zoning Department

MF  
enc

**Complaint Action Summary**

Complaint Number: 2025-0130

**Complaint #:** 2025-0130**Type:** Fire Call Out**Status:** Open**Location:** 18 James Pl**Identifier:** 115.27-2-28**Open Date:** 02/09/25**Owner:** Mark Klock**Complainant:****Nature Of Complaint:** Call out 18 James Pl.

Action Type	Action Date	Action Information	Inspector
Inspection	02/09/25	Type: Site Visit Result: In Progress	Ronald Capozzi
Notes: Giving cpr. Victim taken to hospital Took him out after cpr do not know his condition House not really liveable conditions is more like a work shop with an unfinished apartment. Smells. No co or smoke detectors. See photos for conditions. Had been living there with his dog. Dog taken by girlfriend Met rich reese. Who was spreading salt at pathways had seen victim night before and talked with victims step father. Will placard residence tomorrow i do not recommend any occupancy unless cleaned up and co and smoke detectors installed. Minimum for needed compliance			
Violation	02/10/25	Code: 305.1 General Status: Open   Comply By: 03/10/25	Ronald Capozzi
Violation Notice	02/11/25	Notes: Sent via USPS	Ronald Capozzi
Do Not Occupy Posted	02/11/25	Contact: Mark Klock	Matt Fischione
Inspection	02/11/25	Type: Site Visit Result: Fail	Ronald Capozzi
Notes: Install do not occupy tag  tag installed, spoke with neighbor that has the victims dog, she stated Mr Klock had passed, and she was searching for a home for the Dog,			
Inspection	02/18/25	Type: Re-Inspection Result: Fail	Ronald Capozzi
Notes: Do. Not occupy sign missing from. Door			
Inspection	02/19/25	Type: Final Inspection Result: <None>	Ronald Capozzi
Notes: repost do not occupy placard			



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866-7862







	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	<p>Resolution to accept and approve the following membership applications for the Lancaster Fire Department as approved at the Department meeting on February 11, 2025:</p> <ul style="list-style-type: none"> <li>- Jordan Ferraro to the Rescue, Hook &amp; Ladder Company (from Junior Firefighters Program)</li> <li>- Christopher Monin to the Eagle Hose Company.</li> </ul>
	ACTION -	Approved Denied Refer to:	
2.	_____	_____	<p>Resolution to grant permission to Nathan Brady, US Department of Agriculture, to conduct an invasive species survey and plant traps for an invasive species pest, the European Cherry Fruit Fly (ECFF), on Village property with the same process as done in prior years.</p>
	ACTION -	Approved Denied Refer to:	
3.	_____	_____	<p>Resolution to appoint Amy Stypa, Sustainability and Community Climate Energy Coordinator, as a panelist to participate in the UB Regional Institute event in May for a panel discussion with local Certified Climate Smart Communities.</p>
	ACTION -	Approved Denied Refer to:	
4.	_____	_____	<p>Resolution authorizing Mayor Ruda to sign and submit the Floodplain Development Permit for the Cayuga Creek Park Project as presented.</p>
	ACTION -	Approved Denied Refer to:	
5.	_____	_____	<p>Resolution authorizing Mayor Ruda to sign and approve a Managed Services Agreement with TechNet MSP for continuation of network management services.</p>
	ACTION -	Approved Denied Refer to:	
6.	_____	_____	<p>Resolution authorizing Mayor Ruda to sign and execute and Agreement with S.E.G. Construction, Inc. for asbestos abatement services in the Fire Department Gear Rooms at a cost of \$8,800.00 as approved at the February 10, 2025 Village Board meeting.</p>
	ACTION -	Approved Denied Refer to:	
7.	_____	_____	<p>Resolution authorizing Mayor Ruda to sign and approve the proposal from AMD Environmental in the amount of \$3,670.00 for asbestos air monitoring services during the asbestos abatement work to be performed in the Fire Department Gear Rooms.</p>
	ACTION -	Approved Denied Refer to:	

8.			Resolution authorizing Mayor Ruda to sign and approve the Village of Lancaster Title VI Plan and attachments as required for recipients of federal funds from the NYS Department of Transportation and currently applicable to the Village of Lancaster Central Avenue Streetscape Improvements Project under the Transportation Alternatives Program (TAP).
	ACTION -	Approved Denied Refer to:	
9.			
	ACTION -	Approved Denied Refer to:	
10.			
	ACTION -	Approved Denied Refer to:	
11.			
	ACTION -	Approved Denied Refer to:	
12.			
	ACTION -	Approved Denied Refer to:	
13.			
	ACTION -	Approved Denied Refer to:	
14.			
	ACTION -	Approved Denied Refer to:	

# Lancaster Fire Department



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

Office: 716.683.1901  
Fax: 716.683.1903  
Email: [info@lancasterfd.org](mailto:info@lancasterfd.org)

---

## Lancaster Fire Department Memorandum

**DATE:** February 20, 2025

**TO:** Mike Stegmeier – Village of Lancaster Clerk-Treasurer;  
Village of Lancaster Public Safety Committee

**FROM:** Department Secretary Aaron Ruda

**RE:** Lancaster Fire Department Roster Changes for February 24, 2025 LVB Meeting

The following applications for membership were approved at the Fire Department Meeting on February 11, 2025.

**Jordan Ferraro – Rescue Hook & Ladder Company**  
**Christopher Monin – Eagle Hose Company**

Since Jordan Ferraro will be transitioning to Active Membership in the Fire Department, he can be dropped from the rolls of the Junior Firefighters Program.

Please contact me if you need any further information. Thank you for your time and attention to this matter.

Sincerely,

*Aaron Ruda*

Aaron Ruda  
Lancaster Fire Department Secretary

## Mike Stegmeier

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**From:** Brady, Nathan - MRP-APHIS <Nathan.Brady@usda.gov>  
**Sent:** Wednesday, February 19, 2025 10:39 AM  
**To:** Mike Stegmeier  
**Subject:** RE: [External Email]Property Access Request - Village of Lancaster  
**Attachments:** Pest-Alert-ECFF-2025.pdf; ECFF Property Access Request 2025.pdf

Hello,

I hope all is well. I am reaching out once again this year to requesting permission to conduct invasive species survey for the USDA. This request only pertains to municipal properties. For private property we will be approaching landowners directly.

If you would like more information or have any questions, please feel free to reach out via this email or you can give me a call at (716) 327-1168.

Thank you,

**Nathan Brady**  
Plant Protection Technician  
PPQ Field Operations | European Cherry Fruit Fly & Box Tree Moth



**U.S. DEPARTMENT OF AGRICULTURE**

Animal and Plant Health Inspection Service  
801 Richfield Street, Lockport, NY 14094  
Building A  
c: (716) 327-1168  
o: (716) 280-6609



United States Department of Agriculture

Year: 2025

Grid #: \_\_\_\_\_

## New York European Cherry Fruit Fly Program

### Property Access Request

United States Department of Agriculture is requesting permission to trap for an invasive pest, the European Cherry Fruit Fly (ECFF) on your property.

- ☐ USDA has my permission to place an ECFF trap(s) on my property. I understand that the trap(s) will be serviced at least every three weeks and will be removed on or before November 30<sup>th</sup>
- ☐ I would like to be notified each time trap service is performed
- ☐ Trap service notification is not necessary
- ☐ USDA does not have permission to place an ECFF trap(s) on my property

Property Location(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Authority Granted By: \_\_\_\_\_

*Printed Name*

\_\_\_\_\_  
*Signature* *Date*

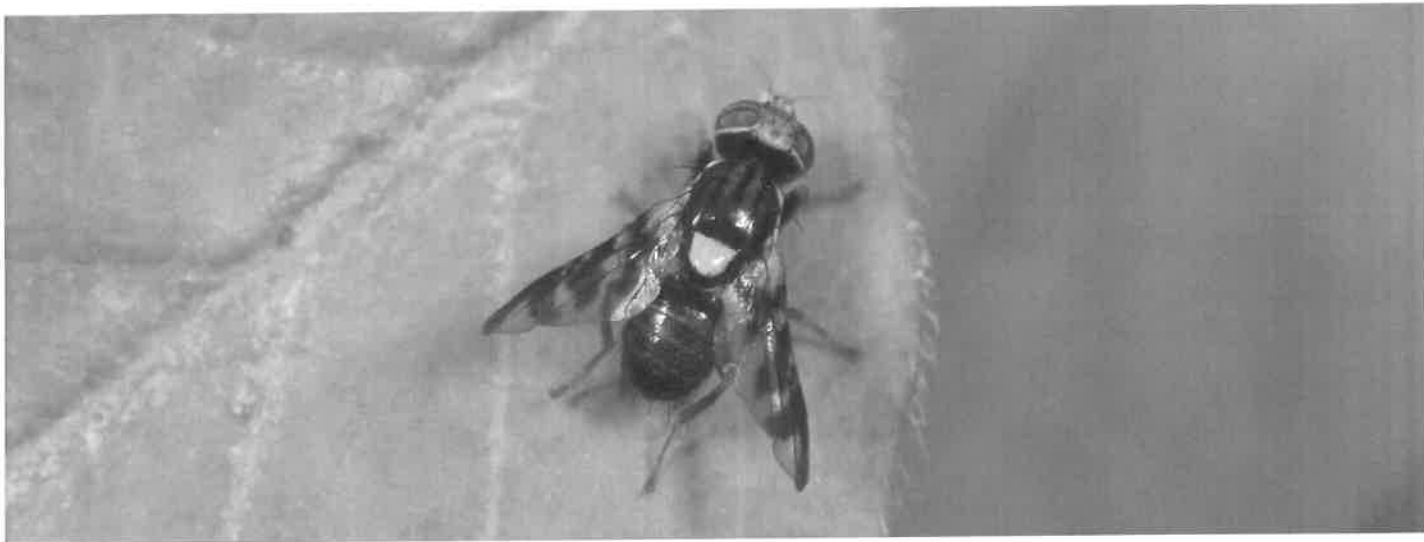
Phone Number: \_\_\_\_\_

United States Department of Agriculture  
Animal and Plant Health Inspection Service  
European Cherry Fruit Fly Program  
Office: 1-800-249-2363  
[www.aphis.usda.gov](http://www.aphis.usda.gov)  
An Equal Opportunity Provider and Employer



## Pest Alert

### European Cherry Fruit Fly (*Rhagoletis cerasi*)



Adult European cherry fruit fly (Bioplax, S.D. Lund, [www.bioplax.com](http://www.bioplax.com))

European cherry fruit fly is the most serious pest of cherries in Europe. The fly attacks ripening fruit, causing it to rot and fall off the tree. In heavily infested areas, the fly can destroy up to 100 percent of cherry and other host plants if left uncontrolled.

#### Distribution

European cherry fruit fly is found throughout Europe and in parts of West and Central Asia. In 2016, Canada confirmed this pest on wild honeysuckle at several sites in Ontario. In 2017, the United States found European cherry fruit fly on traps hung in wild honeysuckle plants and sweet cherry trees along the Niagara River in New York. This was the first U.S. detection of European cherry fruit fly.

#### Damage

European cherry fruit fly attacks only the fruit of its host plants. Larvae-infested fruit may have dark soft spots or appear wilted

or shriveled. As mature larvae emerge from the fruit, they may leave behind visible exit holes.

If European cherry fruit fly becomes established in the United States, it could affect U.S. access to foreign cherry markets and cause lower prices and economic losses for U.S. cherry growers.

#### Host Range and At-Risk Areas of the United States

European cherry fruit fly prefers sweet cherries and honeysuckle, but may also attack tart cherries. If this pest establishes itself in New York and spreads to other parts of the country, it could threaten commercial cherry production along the Pacific Coast (California, Oregon, and Washington), in the Northeast (Maryland, New York, and Pennsylvania), and in several Western and Central States (Colorado, Michigan, New Mexico, and Utah).

#### Appearance and Life Cycle

Adult flies range in length from 1/8 to 3/16 of an inch (3.5–4.0 millimeters). Both males and females are mostly black with yellow to orange heads. A large yellow dot is visible on their backs. The wings are transparent with dark bands.

Adults typically emerge from May to July and have an average lifespan of 2 to 4 weeks. Females usually lay one egg beneath the skin of each piece of fruit. Once they hatch from the eggs, the larvae develop inside the fruit and feed for up to 6 weeks. As the larvae develop, they damage the fruit pulp. Mature larvae exit the fruit through emergence holes, drop to the ground, and burrow into the soil. Once in the soil, they pupate within a few days and overwinter in the soil underneath or near the host plant.

## Preventing Fruit Fly Spread

When U.S. Department of Agriculture (USDA) or State agriculture officials find an infestation of invasive fruit flies that could damage crops in this country, State regulatory officials first establish an intrastate quarantine to prevent the pest's spread within that State. USDA then establishes a parallel interstate quarantine to keep the pest from spreading to other States. Together, these quarantines allow State and Federal officials to control and suppress the outbreak locally and regulate the movement of host fruits, nursery plants, and other items that could harbor the pest. These efforts help protect growers in other vulnerable parts of the country.

## What You Can Do

Please cooperate with agricultural workers who may be in your area surveying for the pest. In areas where the pest has been found, agricultural workers may request approval from the property owner to apply treatment to prevent the spread. Know and follow any quarantine restrictions in fruit fly-infested areas.

When traveling, declare all food, live animals, and plant or animal products to a U.S. Customs and Border Protection officer or agriculture specialist at the first port of entry. If your items are generally allowed, the inspector will check them to make sure they are free from pests and disease.

If you travel to Canada, be advised that you may not bring cherries from the provinces of Quebec and Ontario into the United States. Cherries from other Canadian provinces are allowed if they are accompanied by a receipt or other document that confirms the fruit's origin. For more information, view the Federal Order: [www.aphis.usda.gov/sites/default/files/DA-2017-15.pdf](http://www.aphis.usda.gov/sites/default/files/DA-2017-15.pdf).

## Learn More

To learn more, visit USDA's exotic fruit fly Web site ([www.aphis.usda.gov/plant-pests-diseases/fruit-flies](http://www.aphis.usda.gov/plant-pests-diseases/fruit-flies)) or contact:

- **The New York State Integrated Pest Management Program**  
[nysipm.cornell.edu/agriculture/fruits](http://nysipm.cornell.edu/agriculture/fruits)
- **Your local Extension office**  
[www.nifa.usda.gov/Extension](http://www.nifa.usda.gov/Extension)
- **Your State department of agriculture**  
[www.nationalplantboard.org/members.html](http://www.nationalplantboard.org/members.html)
- **The nearest USDA Animal and Plant Health Inspection Service office**  
[www.aphis.usda.gov/contact/plant-health](http://www.aphis.usda.gov/contact/plant-health)



# Climate Smart Communities

Certified Bronze

RESOLUTION # 3  
MEETING DATE 2/24/2025

 Book time to meet with me

---

**From:** Joshua McClain <mcclain3@buffalo.edu>  
**Sent:** Friday, February 14, 2025 9:41 AM  
**To:** Amy Stypa <AStypa@lancastervillageny.gov>; Lynne T. Ruda <LRuda@lancastervillageny.gov>  
**Cc:** Jason Kulaszewski <jasonkul@buffalo.edu>  
**Subject:** Invitation to regional CSC panel

Good morning, Lynne and Amy –

Thank you both for coordinating and participating in the *Climate Challenge* game with the Village's CSC Taskforce last week. I hope the group members found the activity to be engaging and worthwhile; we definitely appreciate the input we received from the two groups of participants.

At the game session I forgot to mention to the two of you about a **regional in-person CSC-focused event that UBRI is planning for late Spring.**

As part of the event, we are hoping to include a panel discussion with local Certified Climate Smart Communities of various sizes. With the Village of Lancaster as one of the region's more active Certified communities, **we are hoping one of you (or another rep from your CSC team) might be willing to participate on this panel to talk about the Village's experience with the CSC program.**

We're aiming for a half-day (**9am – Noon**) on **May 20<sup>th</sup> or 21<sup>st</sup> at UB South Campus**, and are hoping to have County, Village, Town, and City representation on the panel. Other topics we're thinking to cover at the event are:

- CSC program Updates
- CSC Funding opportunities
- UBRI Online Mapping tools (under development)
  - GHG Inventory Tool
  - Renewable Siting
- Certified CSC Panel discussion

We're still in early stages of planning, but we wanted to engage with potential panelists as early as possible in the process. Let me know if you have any questions or would like to talk through what participation looks like. Thanks for your consideration.

All the best—

Josh McClain | Sustainability and Resiliency Planner | (he/him)

University at Buffalo Regional Institute  
School of Architecture and Planning  
77 Goodell Street, Suite 302  
Buffalo, NY 14203  
mcclain3@buffalo.edu

OFFICE USE ONLY

Date Received: \_\_\_\_\_  
File Number: \_\_\_\_\_

FLOODPLAIN DEVELOPMENT PERMIT  
APPLICATION FORM FOR VILLAGE OF LANCASTER

SECTION I: Applicant and Project Information

GENERAL INFORMATION

1. No work of any kind may begin in a floodplain area designated as A, A1-30, AE, AO, AH, or B until a floodplain development permit is issued.
2. The permit may be revoked if any false statements are made in this application.
3. If revoked, all work must cease until a permit is re-issued.
4. The development may not be used or occupied until a **Certificate of Compliance** is issued.
5. The permit will expire if no work is commenced within 6 months of the date of issue.
6. The permit will not be issued until any other necessary local, state or federal permits have been obtained.
7. By signing and submitting this application, the Applicant gives consent to the local Floodplain Administrator or his/her representative to make reasonable inspections prior to the issuance of a **Certificate of Compliance**.
8. By signing and submitting this application, the Applicant certifies that all statements contained in SECTION I of the application, and in any additional attachments submitted by the Applicant, are true and accurate.

OWNER INFORMATION

Property owner(s): Village of Lancaster  
Telephone number: 716-683-2105  
Fax number: \_\_\_\_\_

Mailing address: 5423 Broadway  
24 Central Ave, Lancaster, NY 14086  
e-mail address: lruda@lancastervillageny.org

Signature(s) of property owner(s) listed above<sup>1</sup>

<sup>1</sup>Attached forms if there are additional property owners. This permit application will not be accepted without the signature of all property owners. The signature is an acknowledgement and consent to this floodplain development permit application.

APPLICANT INFORMATION

Applicant: Eric Wies  
Telephone number: 585-402-7529  
Fax number: \_\_\_\_\_

Notes:

Signature of applicant listed above

Section I continued on back

File Number: \_\_\_\_\_

**PROJECT INFORMATION**

Project Cayuga Creek Park and Trail

Lot \_\_\_\_\_

Block \_\_\_\_\_

Address W Main St, Lancaster, NY 14086

Subdivision \_\_\_\_\_

Legal Description (Attach to this document)

**A. Structural development** (Please check all that apply.)

Type of Structure

- ☐ Residential (1 to 4 families)
- ☒ Residential (More than 4 families)
- ☒ Non-Residential
  - ☐ Elevated
  - ☐ Floodproofed
- ☐ Combined Use (Residential and Non-Residential)
- ☐ Manufactured (mobile) Home
  - ☐ Located within a Manufactured Home Park
  - ☐ Located outside a Manufactured Home Park

Type of Structural Activity

- ☐ New Structure
- ☐ Addition to Existing Structure<sup>2</sup>
- ☐ Alteration of Existing Structure<sup>2</sup>
- ☐ Relocation of Existing Structure<sup>2</sup>
- ☒ Demolition of Existing Structure
- ☒ Replacement of Existing Structure

<sup>2</sup>Estimate Cost of Project \$1,194,472.46

**B. Other Development Activities**

- ☒ Excavation (not related to a Structural Development listed in Part A.)
- ☒ Clearing
- ☒ Placement of fill material
- ☒ Grading
- ☐ Mining
- ☐ Drilling
- ☐ Dredging
- ☐ Watercourse alteration
- ☐ Drainage improvement (including culvert work)
- ☐ Individual water or sewer system
- ☐ Roadway or bridge construction
- ☐ Other development not listed above (specify) \_\_\_\_\_

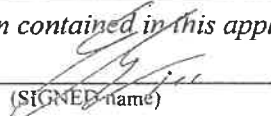
<sup>2</sup>If the value of an addition or alteration to a Structure equals or exceeds 50% of the value of the structure before the addition or alteration, the entire structure must be treated as a substantially improved structure. A relocated structure must be treated as new construction.

**SIGNATURE**

*I certify that to the best of my knowledge the information contained in this application is true and accurate.*

Eric Wies

(PRINTED name)

  
(SIGNED name)

2/15/25

(Date)

**SECTION II: (To be completed by Floodplain Administrator)****FLOOD INFORMATION**

1. The proposed development is located on FIRM map panel: 36029C0243H (number and suffix)
2. The date on the FIRM 6/7/2019
3. The proposed development is located in AE (A, A1-30, AE, AO, AH, B, C, D, or X)
4. Is the proposed development located in either of the following zones? A, A1-30, AE, AO, AH, B, or shaded X  
☒ YES    ☐ NO    *If NO, no permit floodplain development is required.*

5. If the proposed development is located in Zone B or shaded Zone X, a floodplain development permit is only required if the Development is a "critical facility" as defined in the Flood Damage Prevention Ordinance.  
*Otherwise, no floodplain development permit is required in Zone B or shaded Zone X.*

6. If the proposed development is located within either Zone A1-30 or Zone AE, is it also located within a "regulatory floodway"    ☐ YES    ☒ NO

7. If YES, a **No Rise Certificate** is necessary before proceeding.

8. If NO, continue.

*If the proposed development is located within Zones A, A1-30, AE, AO, AH, B or shaded X (critical facilities only), apply the criteria of the Flood Damage Prevention Ordinance to minimize flood damages to the proposed Development and to adjacent properties as well.*

For structures, the provisions of the ordinance specify that the lowest floor, including utilities, be elevated \_\_\_\_\_ above the base flood elevation. Therefore, it is necessary that the following information be provided:

1. Base flood elevation at the 655.9' feet above mean sea level (MSL) site:
2. Vertical datum used in the Flood Insurance Study, on flood maps and in surveys is NAVD88
3. Source of the base flood elevation (BFE)    ☒ FIRM (flood map)  
☐ Flood Insurance Study Profile # \_\_\_\_\_  
☐ Other sources of the BFE (specify): \_\_\_\_\_

4. Proposed lowest floor elevation (including utilities): NA feet above MSL  
 (This elevation must be greater than the BFE. For non-residential structures, floodproofing may be used for protection. See ordinance for details.)

The following documents may be required.    *Check applicable.*

- ☐ Maps and plans of the development
- ☐ An **Elevation Certificate**<sup>3</sup> – required for all structures
- ☐ A **Floodproofing Certificate**<sup>3</sup> – required if floodproofing a non-residential structure
- ☐ A **No-Rise Certificate**<sup>3</sup> – if the proposed development is in a "regulatory floodway"
- ☐ An elevation study showing BFEs on developments exceeding 50 lots or 5 acres in Zone A
- ☐ A copy of **Wetlands Permit** from the U.S. Army Corps of Engineers if required; and other local, state, federal permits. Other permits: \_\_\_\_\_

File Number : \_\_\_\_\_

### SECTION III : (Forms which may be required by the Floodplain Administrator)

#### ELEVATION CERTIFICATE

Attached. *Submit only if required to do so by the Floodplain Administrator.* Letter dated 10-11-2024  
Jason Havens, CPL Engineers

#### FLOODPROOFING CERTIFICATE

Attached. *Submit only if required to do so by the Floodplain Administrator.* N/A

#### NO-RISE CERTIFICATE

Attached. *Submit only if required to do so by the Floodplain Administrator.* N/A



October 11, 2024

William Schutt  
Village Engineer  
Village of Lancaster  
21 Central Avenue  
Lancaster, NY 14086

**Re: Flood Plain Development Permit Application for Cayuga Creek Park & Trail, Village of Lancaster, NY**

Dear Mr. Schutt:

We are submitting this letter in support of the Flood Plain Development Permit application for the Cayuga Creek Park & Trail project, located at W Main St, Lancaster, NY, within the FEMA-designated floodplain boundary shown on FIRM Map Panel 36029C0243H (dated June 7, 2019) and classified as Zone AE.

The Cayuga Creek Park & Trail project is one of three separate but interconnected projects being developed within the floodplain. The other two projects include a bridge replacement over Cayuga Creek and the construction of a new building adjacent to the park. While these three projects are distinct in scope and purpose, they are considered as a single project under the environmental permits due to their proximity and shared impact on the overall floodplain area. However, each of these projects will require its own Floodplain Development Permit to meet local permitting requirements and to ensure compliance with floodplain management standards.

The Cayuga Creek Park & Trail project involved replacing an existing asphalt parking lot with a new park that includes asphalt walkways, grass, and new plantings with mulch, significantly increasing the pervious surface area and enhancing stormwater management. During construction, there were no deviations from the original design plans that would have temporarily or permanently altered the floodplain. Minor grading adjustments were made for surface leveling, but no significant fill material was introduced to the site that would alter the floodplain's storage capacity or flow characteristics. Verification of these conditions was conducted through visual inspections during and after construction. While visual verification confirmed compliance, the proper and formal verification method would be a HEC-RAS study, which Wendel is providing.



William Schutt  
Village of Lancaster  
October 11, 2024  
Page 2 of 2

On June 7, 2023, a meeting was held between CPL and Wendel to discuss the permitting requirements and floodplain impacts for the three interconnected projects. The HEC-RAS model provided by the NYSDEC includes official cross sections at locations up and downstream of the Cayuga Creek Park & Trail site but does not include a cross section at the Park. FEMA practices require that modeling be interpolated between the closest two sections, which means that minor work performed below this theoretical elevation will show no impact. Based on this information, it is Wendel's professional opinion that the Cayuga Creek Park & Trail project does not require a Conditional Letter of Map Revision (CLOMR) and will have no impact on the floodplain.

There have been no updates or changes to the floodplain conditions associated with the Cayuga Creek Park & Trail project since the June 7 meeting between CPL and Wendel. Given Wendel's role in managing the overall floodplain analysis and their direct coordination with NYSDEC and FEMA, we believe that any further technical analysis or inquiries should be directed to them. Wendel can provide additional documentation or analysis to support the findings presented in this application.

Thank you for your consideration of this permit application. Please feel free to reach out to us or Wendel for further information as needed to complete your review.

Very truly yours,

Jason Havens  
Senior Engineering Project Manager

Enclosures  
Cayuga Creek Park & Trail - Floodplain Development Permit Application.pdf  
REG Floodplain Boundary Overlay - DEC\_CPL Design.pdf

C: File

FLOODPLAIN DEVELOPMENT PERMIT  
VILLAGE OF LANCASTER, NY

OFFICE USE ONLY

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

File Number : \_\_\_\_\_

**SECTION IV : (To be completed by the Floodplain Administrator)**

**PERMIT DETERMINATION**

I have determined that the proposed development

☒ IS  
☐ IS NOT *(non-conformances to be described in a separate document)*

in conformance with local Flood Damage Prevention Ordinance Number  
dated 4-22-2019 .

Village Code Chapter 160 ,

The Floodplain Development Permit

☒ IS  
☐ IS NOT *(reasons for denial to be described in a separate document)*

issued, subject to any conditions attached to and made part of this permit.

  
SIGNATURE

2/18/25  
DATE

*The applicant is reminded that this document is a development permit only. An inspection must be performed and a Compliance Certificate must be issued before the development can be occupied or used.*

CERTIFICATE OF COMPLIANCE  
VILLAGE OF LANCASTER, NY

OFFICE USE ONLY

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

File Number : \_\_\_\_\_

SECTION V : CERTIFICATE OF COMPLIANCE

"AS-BUILT" ELEVATION (to be completed by the applicant after construction)

*The following information must be provided for structures that are part of this application. This section must be completed by a Professional Land Surveyor or a Professional Engineer (or attach a certification to this application).*

- (1) The Actual ("As-Built") elevation of the top of the lowest floor, including the basement, is  
N/A Feet above MSL (vertical datum: \_\_\_\_\_).
- (2) The Actual ("As-Built") elevation of floodproofing protection is N/A Feet above MSL  
(vertical datum: \_\_\_\_\_).

COMPLIANCE ACTION (to be completed by the Local Floodplain Administrator)

*The Floodplain Administrator will complete this section as applicable based on inspection of the development to ensure compliance with the community's local flood damage prevention ordinance.*

Inspections:	Date: various	By: various	Deficiencies?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Date: _____	By: _____	Deficiencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Date: _____	By: _____	Deficiencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Date: _____	By: _____	Deficiencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Date: _____	By: _____	Deficiencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

CERTIFICATE OF COMPLIANCE (to be completed by the Local Floodplain Administrator)

Certificate of Compliance issued.

SIGNATURE

DATE

*This Certificate of Compliance indicates that structures may now be occupied and non-structural developments may be utilized.*

# MANAGED SERVICES AGREEMENT

RESOLUTION #  
MEETING DATE 3/24/2025 5



**TECHNET MSP**  
Your Partner in IT

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# WELCOME LETTER

Dear Village of Lancaster Board,

Thank you for considering TechNet MSP as your office technology partner!

We appreciate the opportunity to work with your organization to create a goal-oriented partnership to securely improve and grow your business.

At TechNet MSP we feel that honesty and integrity are of the utmost importance in forming a strong long-term partnership. Over the next several pages we will outline all the details of our Managed Services Agreement to make sure we provide you and your organization with top notch service and leave no questions unanswered.

We greatly appreciate the opportunity to work with you and your organization and cannot wait to become your partner in IT!

Regards,

The Team @ TechNet MSP

## OVERVIEW

This Agreement ("Agreement") entered into as of the 1st day of March 2025 ("Effective Date"), between the Village of Lancaster ("Organization, You, Your"), having a principal place of business at 5423 Broadway – Lancaster, NY 14086 and TechNet MSP ("TechNet", We", "Us, or "Our"), having a principal place of business at 5406 Broadway, Unit 172 - Lancaster, New York 14086.

Organization shall make payments to TechNet MSP in U.S. dollars. The first invoice will include the current month and upcoming month's service fee. Payment is due on the first of the month for the upcoming month of service. Services will be suspended if payment is not received within 5 days following the due date and will incur a delinquency fee of 1.5% per month of the amount past due. Refer to Appendix C for services covered by the monthly fee under the terms of this Agreement and Appendix E for Covered Devices.

It is understood that all Services requested by Organization that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

## THE FINER DETAILS

### OUR GENERAL TERMS AND CONDITIONS

All Terms in this Agreement are in addition to our Master Services Agreement, which can be found at <https://technetmsp.com/msa> (Current Revision 8.1.2024).

By signing this Agreement, you also agree to our Master Services Agreement.

For any terms that exist in both, the terms in this Agreement will override.

### COMMITMENT TERM

This Agreement shall become effective as of the Effective Date and shall remain in force for twelve (12) months and be reviewed annually to address any necessary adjustments or modifications.

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the "Termination" section below.

## TERMINATION

This Agreement may be terminated by the Organization with no termination fees at any time upon (60) days written notice of the first day of a month if TechNet MSP:

- 1) Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- 2) Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- 3) Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.
- 4) Organization elects to not renew this Agreement and wishes to cease services and licensing at the termination of the current committed term.

This Agreement may be terminated by TechNet MSP at any time upon sixty (60) days written notice to the Organization.

If Organization terminates this Agreement for any reason not mentioned above before the end of the Commitment Term, Organization agrees to pay TechNet MSP all amounts that would have been paid to TechNet had this Agreement remained in full effect within thirty (30) days of providing TechNet MSP Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to TechNet MSP at its principal place of business.

If either party terminates this Agreement, TechNet MSP will assist Organization in the orderly termination of services, including timely transfer of information to another designated provider. Organization agrees to pay TechNet MSP the actual costs of rendering such assistance at the current hourly rate at the time of termination.

Unless otherwise stated, we will have no obligation to store or maintain any Client data in our possession or control after this Agreement or the applicable Services' termination.

## ESCALATION

While TechNet MSP strives to provide you with the best possible support at all levels, we leave an open communication channel right up to our CEO in the event You ever need to Escalate an issue further.

If You ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure the quickest possible resolution time.

**1. Account Manager**

**Name:** TBD

**Email:**

**Phone:** 716-685-1181

**2. Chief Information Officer**

**Name:** Andrew Trevisani

**Email:** atrevisani@technetmsp.com

**Phone:** 716-685-1181 x302

**3. Managing Director / CEO**

**Name:** Joseph M. Ligammare

**Email:** jligammare@technetmsp.com

**Phone:** 716-685-1181 x317

Please note that these Escalation Points are not to be used for opening Service Requests.

All Service Requests must be opened through the normal methods as outlined in our General Terms and Conditions.

## OUR RESPONSIBILITIES

### OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the times set out in **Appendix A**.

If the support request is lodged outside of TechNet MSP Business Hours, our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

## SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly TechNet MSP will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium, or Low priority to be escalated and remediated as a Critical Priority – then you can request for an “Emergency Upgrade.” Please see our Rate Schedule for more information on “Emergency Upgrades.”

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by our responding technician.

## WHAT’S COVERED

As part of this Agreement, we endeavor to include all of the day-to-day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It is important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

## SCHEDULED SITE VISITS

As part of this Agreement, we will perform scheduled Onsite “Well” Visits as indicated in the Proposal.

We will send your Primary IT Contact a reminder email seven (7) days before every Onsite Visit so You and Your team can have any requests prepared.

We will select the recurring day and time with You during the Onboarding process.

## REPORTING DASHBOARD

We will email Your Primary IT Contact via our ticketing system for any Service Requests that we have in Our system that are currently waiting on input from You or a 3<sup>rd</sup> party vendor. This is to help figure out what Service Requests may be on hold while We are waiting on more information from someone on Your team or 3<sup>rd</sup> Party Vendor.

Up to date reporting and metrics will be available in your support portal with designated staff seeing companywide tickets, covered assets, and their warranty expirations, IT Planner, and more.

## ANNUAL BUSINESS REVIEW

As part of this Agreement, We will provide to You an Annual or Bi-Annual Business Review Session based on your technology services plan.

In these sessions, we run through items such as, but limited to, the following:

- ⇒ Support Metrics
- ⇒ Your Plans for the next Year
- ⇒ Refresh Cycle Update / Minimum Standards
- ⇒ Technology Budget Update
- ⇒ Technology Update
- ⇒ Anything else you need to raise / discuss related to your IT

You agree to allocate up to 2 hours to each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

## YOUR RESPONSIBILITIES

### MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for TechNet MSP to meet Our service obligations, these can be found here (Current Revision 8.1.2024) <https://technetmsp.com/technologyplatform>. We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

### APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This does not mean that all other software cannot be installed – it simply means that if other software is installed, then it is at Our sole discretion whether we cover any Service Requests related to any other Software under the scope of this Agreement.

If TechNet MSP deems any Service Requests to be Out of the scope of This Agreement, we will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

## **OPENING OF SERVICE REQUESTS**

The process for opening Service Requests is creating a support ticket from the company portal, support email, or help desk phone number.

Critical and High Priority Service Requests must be opened via phone only to your dedicated helpdesk number, otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these, and calls made to direct TechNet employees will have no Response Time Guarantees.

It is important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorized to open Service Requests, as all requests received by us will be chargeable and / or allocated against this Agreement.

## **ACCESS REQUIREMENTS**

You agree to allow TechNet MSP full and free access to your computers, associated equipment, premises, and team to provide the Services in this Agreement.

If there is anything that interferes with our access, we may in our discretion charge You for any extra time incurred.

## **PRIMARY IT CONTACTS**

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who TechNet MSP will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When Critical and High Priority issues arise, your Team is to send all communications through these designated individuals during business hours.

This allows our team to effectively work on restoring your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist our team to be the eyes and hands onsite, to allow us to remotely diagnose and solve issues in the fastest possible manner. By assisting us remotely, when possible, this will eliminate the additional downtime for a technician to travel onsite.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process, and you agree to update us if these Contacts change during the Term of this Agreement.

### THIRD PARTY AUTHORIZATIONS

In order to be able to assist you quickly, it is necessary that we are authorized to work with all of your external Vendors that we may require to work with to provide you, Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

### ACCEPTANCE OF SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

TechNet MSP LLC

Organization

Name:

Name:

Title:

Title:

Date:

Date:






Signature:

Signature:

# APPENDIX A

## GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority level examples.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 <b>Critical</b>	Your Main Server is offline, and all users are unable to work.	Within 2 Hours
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 <b>High</b>	Your Internet Connection is offline, users can still work locally	Within 4 Hours
	Large number of affected users	
	Your main Line of Business Software has stopped working	
 <b>Medium</b>	A user's desktop will not turn on so they cannot work	Within 24 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 <b>Low</b>	Operating slower than normal	Within 48 Hours
	A single user issue	
	Software install / removal requests	
 <b>No Priority</b>	Pro-Active maintenance of systems	N/A

## APPENDIX B

### RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- ⇒ Additions, moves or changes to users, devices, configurations, or network made by yourself or other
- ⇒ Issues opened in any other manner than specified in this Agreement and our *Master Services Agreement*
- ⇒ Issues Opened outside Our Business Hours
- ⇒ Items caused by Hardware or Software not meeting our Minimum Standards
- ⇒ Service Requests for Software not on our Approved Software List (see Appendix D)
- ⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- ⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- ⇒ Service Requests for issues related to user-initiated Virus and Malware Infections
- ⇒ Service Requests for Issues involving the sourcing of hardware/software
- ⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

# APPENDIX C

## AGREEMENT INCLUSION LIST FOR MANAGED DEVICES ONLY

DESCRIPTION	FREQUENCY	INCLUDED
CONSULTING		
Business Review	Annually	YES
DESKTOP, LAPTOPS AND SERVERS		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups <sup>(1)</sup>	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues <sup>(3)</sup>	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing <sup>(3)</sup>	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 <sup>rd</sup> Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups <sup>(1)</sup>	24x7x365	YES
Troubleshoot Server and Computer Backup Failures <sup>(1)</sup>	As Needed	YES
Monitor Office365 Backups <sup>(1)</sup>	24x7x365	YES

Troubleshoot Office365 Backup Failures <sup>(1)</sup>	As Needed	YES
Manual Test Restore & Report of All Approved Backups <sup>(1)</sup>	Monthly	YES
<b>PRINTERS</b>		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
<b>NETWORK</b>		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment <sup>(1)</sup>	Monthly	YES
Monitor Network Switches Operations & Availability <sup>(1)</sup>	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability <sup>(1)</sup>	24x7x365	YES
Monitor Router Operations & Availability <sup>(1)</sup>	24x7x365	YES
Monitor Firewall Operations & Availability <sup>(1)</sup>	24x7x365	YES
Warranty Claim Processing <sup>(3)</sup>	As Needed	YES
<b>DOMAIN NAMES</b>		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
<b>MOBILE PHONES &amp; TABLETS</b>		
Configure Outlook or Mail App <sup>(2)</sup>	As Needed	YES
Configure OneDrive for Business App <sup>(2)</sup>	As Needed	YES
Configure Teams for Business App <sup>(2)</sup>	As Needed	YES
<b>MICROSOFT / OFFICE 365</b>		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups <sup>(1)</sup>	As Needed	YES

Install & Connect OneDrive Desktop Client <sup>(2)</sup>	As Needed	YES
Install & Connect Teams Desktop Client <sup>(2)</sup>	As Needed	YES

**(1)** Only applies when using the Backup Platforms and Network Security Devices in our Recommended Technology Solution Stack on covered devices.

**(2)** This assumes that you already have the back-end systems and company-wide configurations setup and configured for this product on covered business devices, this does not include personal devices. If you do not, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

**(3)** As you can appreciate, it is hard to build a profitable and sustainable business offering “Unlimited Support” at a reasonable price for items that we did not recommend, sell and or install including non-covered devices such as personal phones and or computers.

As such, if the Hardware we are troubleshooting is not included in this Managed Services Agreement / or the device is not currently covered by the Manufacturer’s warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

## APPENDIX D

### APPROVED SOFTWARE LIST

⇒ <https://technetmsp.com/approvedsoftware>

## APPENDIX E

### COVERED DEVICES AND TERMS

**“Agreement”** means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

**“Plan Fee”** means a quote provided to You by Us;

**“Proposal”** means a Quote or Proposal provided to You by Us;

**“Rate Schedule”** means the schedule of rates, charges, and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion;

**“Recommended Technology Platform”** is the list of Software found at <https://technetmsp.com/approvedsoftware> and Hardware found at <https://technetmsp.com/technologyplatform> and updated by Us from time to time.

**“Response Time”** Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

**“Services”** means the provision of any services by Us including Work, advice, and recommendations;

**“Service Request”** means any request for work that either you ask us to perform, or we perform proactively on your behalf;

**“Software”** includes software and any installation, update, associated software, and any services provided in connection with any of these things;

## APPENDIX F

### LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.



#### EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted TechNet MSP to manage our IT and Technology needs.

To be able to do this effectively, TechNet MSP needs to be able to support and manage all our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at TechNet MSP to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise.

Should you require any further details, please let us know.

Regards,

<Clients Name>

<Title>

**TechNet MSP**

5406 Broadway St Unit 172  
Lancaster, NY 14086  
+17166851181  
www.TechNetMSP.com



**Estimate**

ADDRESS  
Village of Lancaster  
5423 Broadway St  
Lancaster, NY 14086-2148  
United States

ESTIMATE 1077  
DATE 02/04/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	TechNet Complete Managed Services - Site	2	250.00	500.00
	TechNet Complete Managed Services - Workstation	24	75.00	1,800.00
	Software & Licensing Microsoft Cloud Azure Server	1	250.00	250.00
	Software & Licensing Microsoft Cloud Server Backup	1	250.00	250.00
	FD			
	TechNet Complete Managed Services - Site	1	250.00	250.00
	TechNet Complete Managed Services - Workstation	11	75.00	825.00
SUBTOTAL				3,875.00
TAX				0.00
TOTAL				<b>\$3,875.00</b>

Accepted By

Accepted Date

## AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **Village of Lancaster** ("Buyer") and **S.E.G. Construction, Inc.** ("Seller").

Buyer and Seller hereby agree as follows:

### ARTICLE 1—PROCUREMENT CONTRACT

#### 1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: **Performance of Asbestos Abatement services in Fire Department Gear Rooms.**

#### 1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Performance of Asbestos Abatement services in Fire Department Gear Rooms.**

#### 1.03 *Engineer*

- A. Buyer has retained **Wm Schutt Associates, PC** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

#### 1.04 *Point of Destination*

- A. The Point of Destination is designated as: **Village of Lancaster, Municipal Building, 5423 Broadway, Lancaster, NY 14086.**

### ARTICLE 2—PROCUREMENT CONTRACT TIMES

#### 2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

#### 2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Commence Special Services for Goods	March 3, 2025	
Complete Special Services for Goods	March 7, 2025	
Readiness for Final Inspection and Acceptance of Goods and Special Services	March 11, 2025	

### 2.03 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty), Seller shall pay Buyer \$100.00 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

## ARTICLE 3—PROCUREMENT CONTRACT PRICE

### 3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of **\$8,800.00** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.
- C. The Total Price is **\$8,800.00**. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

## ARTICLE 4—PAYMENT PROCEDURES

### 4.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

#### 4.02 Review of Applications for Progress Payments

##### A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
  - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and

#### 4.03 Final Payment

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety, if needed, to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer.

### ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

#### 5.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

## **ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS**

### **6.01** *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
  - 1. This Procurement Agreement.
  - 2. January 28, 2025, Request for Proposals.
  - 3. February 4, 2025, Addendum No. 1
  - 4. February 14, 2025, Addendum No. 2
  - 5. February 4, 2025 Proposal
  - 6. S.E.G. Construction, Inc. Certificate of Insurance naming the Village of Lancaster, Wm Schutt Associates, PC, and AMD Environmental Consultants, Inc. as additional insureds.
  - 7. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
    - a. Change Orders;
    - b. Change Directives; and
    - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.

## **ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS**

### **7.01** *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
  - 1. Seller has examined and carefully studied the Procurement Contract Documents.
  - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
  - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
  - 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

#### 7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **February 17, 2025**.

Buyer

**Village of Lancaster**

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

**Lynne T. Ruda**

*(typed or printed)*

Title:

**Mayor**

*(typed or printed)*

Address for giving notices:

**5423 Broadway, Lancaster, NY 14086.**

Designated Representative:

Name: **William Schutt**

*(typed or printed)*

Title: **Village Engineer**

*(typed or printed)*

Address:

**37 Central Ave., Lancaster, NY 14086**

Phone: **716-693-5961**

Email: **wschutt@wmschutt.com**

Seller

**S.E.G. Construction, Inc.**

*(typed or printed name of organization)*

By:

**Stacy Gnacinski**  
*(individual's signature)*

Date:

**2-17-25**

*(date signed)*

Name:

**Stacy Gnacinski**

*(typed or printed)*

Title:

**Pres**

*(typed or printed)*

*(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

**3371 Harlem Rd – Rear, Cheektowaga, NY**

**14225**

Designated Representative:

Name: **Stacy Gnacinski**

*(typed or printed)*

Title:

**Pres**

*(typed or printed)*

Address:

**3371 Harlem Rd  
Cheektowaga, NY 14225**

Phone: **716-602-9105**

Email: **Stacy@segconstructioninc.com**



AMD Environmental Consultants, Inc.  
72 E Niagara St Suite 100  
Tonawanda, NY 14150  
Office: 716-833-0043 Fax: 716-241-8689  
[www.amdenvironmental.com](http://www.amdenvironmental.com)

Issued: January 28th, 2025

**Phase 1 Asbestos Flooring Abatement Project RFP**  
**Village of Lancaster Municipal Building**  
**5423 Broadway, Lancaster, NY 14086**

**Project Location: 5423 Broadway, Lancaster, NY 14086**  
**Fire Dept. Room(s): 122, 123, 124 and 125**

**Bid Due Date: by noon on Thursday, February 6, 2025**

**Scope of asbestos abatement work:** Phase 1 of a multi-phased flooring replacement project for the entire Village of Lancaster Municipal Building. Bidders are strongly encouraged to visit the site to verify onsite conditions. See the summary table below and the attached site plan for the Phase 1 scope of work.

**Address Bids To:**  
Michael E. Stegmeier, CMC  
Village of Lancaster- Clerk/Treasurer  
5423 Broadway  
Lancaster, NY 14086

**Email bids to and coordinate site access with:**  
William Schutt - President  
Wm SCHUTT ASSOCIATES, P.C.  
37 Central Avenue  
Lancaster, NY 14086-2143  
Phone: 716-683-5961  
[wschutt@wmschutt.com](mailto:wschutt@wmschutt.com)

**PHASE 1 Asbestos Abatement Scope of Work**

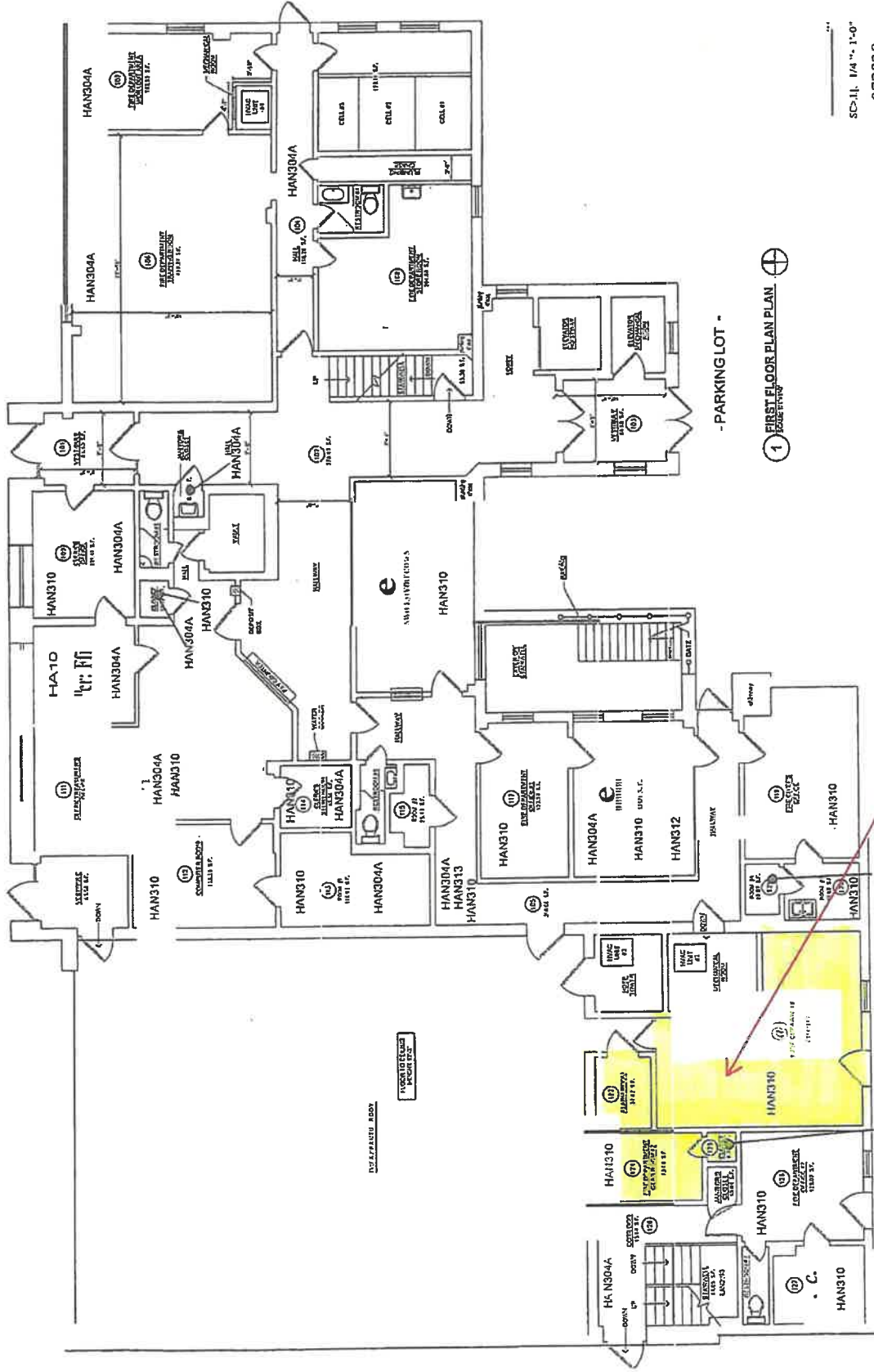
HAN	Material Description	SID (Space Identification Number)	Estimated Quantity SF*	Friability/ Condition
310	Carpet Mastic on Floor & Cove Base	1 <sup>st</sup> Floor Fire Dept. Rm. 122 (Alarm Room)	37.62 SF	NF/I
310	Carpet Mastic on Floor & Cove Base	1 <sup>st</sup> Floor Fire Dept. Rm. 123 (Gear Room #1)	292.07 SF	NF/I
310	Carpet Mastic on Floor & Cove Base	1 <sup>st</sup> Floor Fire Dept. Rm. 124 (Gear Room #2)	73.08 SF	NF/I
310	Carpet Mastic on Floor & Cove Base	1 <sup>st</sup> Floor Fire Dept. Rm. 125 (Closet)	8.3 SF	NF/I
<b>*Estimated Total Quantity of Asbestos Carpet Mastic</b>			<b>411.07 SF</b>	

\* Sample quantities are estimates and subject to bidder verification

Regards,

Jonathan Wolf  
General Manager | AMD Environmental Consultants, Inc.  
[jwolf@amdenv.com](mailto:jwolf@amdenv.com)

- BROADWAY -



1 FIRST FLOOR PLAN PLAN

- PARKING LOT -

Phase 1 Rooms  
Highlighted in Yellow

Asbestos Key  
HAN000: Asbestos Containing Material Location

SC-11, 1/4" = 1'-0"  
072838

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February 4, 2025  
**ADDENDUM NUMBER 1**

**Phase 1 Asbestos Flooring Abatement Project  
Village of Lancaster Municipal Building  
5423 Broadway, Lancaster, NY 14086**

**A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued simultaneously and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.**

**B. Bidders are notified that they shall make any necessary adjustments to their estimates due to this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.**

**C. Bidders must acknowledge receipt of this addendum in their bid submittal. Failure to do so may subject the Bidder to disqualification.**

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified as follows:

- 1. Delete all proposed work within the 1<sup>st</sup> Floor Fire Dept. Rm 122 (Alarm Room).**
- 2. To add to the proposed scope of work within the 1st Floor Fire Dept. Rm 124 (Gear Room # 2), the existing wood wall just above the cove base is to be removed to access and remove all the existing carpet and carpet mastic.**
- 3. All Bidders should know the Village would like this work expedited.**
- 4. Bids should be emailed to [wschutt@wmschutt.com](mailto:wschutt@wmschutt.com).**

If you need further information, please contact William Schutt at [wschutt@wmschutt.com](mailto:wschutt@wmschutt.com) or 716-683-5961.

**William Schutt, PE.**  
Village Engineer

End of Addendum Number 1

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February 14, 2025  
**ADDENDUM NUMBER 2**

**Phase 1 Asbestos Flooring Abatement Project  
Village of Lancaster Municipal Building  
5423 Broadway, Lancaster, NY 14086**

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified as follows:

To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless the Buyer and Buyer's officers and employees from and against all claims, damages, liabilities, losses, and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of the agreement provided that any such claim, damage, liability, loss or expense is:

- 1) attributable to bodily injury, sickness, disease or death, or physical injury to tangible property and
- 2) is caused in whole or in part by any actual or alleged:
  - a) act or omission of the Seller or anyone directly or indirectly retained or engaged by Seller or anyone for whose acts Seller may be liable; or
  - b) a violation of any statutory duty, regulation, ordinance, rule, or obligation by the Seller, provided that the violation arises out of or is in any way connected with the Seller's performance or lack of performance of the agreement.

Seller shall purchase and maintain insurance providing Commercial General Liability (CGL) coverage with limits of insurance of not less than \$5,000,000. Buyer shall be included as an additional insured. Insurance for the Buyer as an additional insured shall be as broad as the coverage provided for the named insured Seller. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance. It shall include additional insured coverage pursuant to the following forms:

ECP 1246 01 21 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS- ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

ECP 1248 01 21 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- AUTOMATIC STATUS-COMPLETED OPERATIONS COVERAGE A, D.1 & D.4

FORM 64-8723 06 18 COMMERCIAL AUTO LIABILITY- ADDITIONAL INSURED BY CONTRACT- PRIMARY AND NON-CONTRIBUTORY INSURANCE AND BLANKET WAIVER OF SUBROGATION



**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

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**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)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Roselle Fairl
The Fairl Agency Inc	PHONE (A/C, No Ext): (716) 675-5700
954 Union Rd Suite 10	FAX (A/C, No): (716) 675-2666
	E-MAIL ADDRESS: roselle@fairlagency.com
West Seneca NY 14224	INSURER(S) AFFORDING COVERAGE
	INSURER A: Great Divide Ins. Co. NAIC # 25224
INSURED	INSURER B: NGM Insurance Co. 14788
S.E.G. Construction Inc.	INSURER C: Liberty Mutual
3371 Harlem Rd	INSURER D:
Cheektowaga NY 14225	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL1522706156

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	BCP2012041-20	7/5/2024	7/5/2025	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> contractual incl						PERSONAL & ADV INJURY \$ 6,000,000
	<input checked="" type="checkbox"/> asbestos/lead abatement						GENERAL AGGREGATE \$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 6,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			B100249F	10/3/2024	10/3/2025	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		X				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		Y				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> INLAND MARINE			BMW58334047	02/17/2024	02/17/2025	uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WCA2015013-19	07/08/2024	07/08/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability incl asbestos & lead abatement	X	Y	BCP2012041-19	7/5/2024	7/5/2025	\$6,000,000 EA OCCURRENCE
							\$6,000,000 EA AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Asbestos Abatement in Fire Dept. Gear Rooms

## Additional Insureds:

Village of Lancaster, 5423 Broadway, Lancaster, NY 14086  
Wm Schutt Assoc., PC, 37 Central Ave., Lancaster, NY 14086  
AMD Environmental Consultants, Inc, 72 E Niagara St, Tonawanda, NY 14150

## CERTIFICATE HOLDER

Village of Lancaster Municipal Bldg 5423 Broadway Lancaster, NY 14086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Roselle Fairl/RFAIRL

ACORD 25 (2010/05)

INS025 (201005).01

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AGENCY CUSTOMER ID: 00008785

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> The Fair Agency, Inc.		<b>NAMED INSURED</b> Sag Construction Inc	
<b>POLICY NUMBER</b> ECP2012041-20, WCA2015013-19		3371 Harlem Rd Cheekdowns, NY	
<b>CARRIER</b> Great Divide Ins. Co.,	<b>NAIC CODE</b> 25224	<b>EFFECTIVE DATE:</b> 07/05/2024	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

#### ENV FORMS 08 10

- ECP1200 0322 CONTRACTUAL COVERAGE
- EC01248 01 21 ADDITIONAL INSURED -OWNER, LESSEES OR CONTRACTORS AUTOMATIC STATUS-INCLUDING COMPLETED COVERAGE A, D, 1 & D 4- PRIMARY AND NON-CONTRIBUTORY BASIS
- ECP 1248 01 21 ADDITIONAL INSURED-OWNERS LESSEES OR CONTRACTORS AUTOMATIC STATUS-ONGOING OPERATIONS -A.B.D. 1 & D 4
- ECO 1234 10 21 NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION (30) DAY NOTICE
- ECP1260 01 21 WAIVER OF SUBROGATION
- ECP1294 01 21 DESIGNATED CONSTRUCTION PROJECT (S) GENERAL AGGREGATE LIMIT
- 84-8723 05 18 COMMERCIAL AUTOMOBILE LIABILITY- ADDITIONAL INSURED BY CONTRACT-PRIMARY AND NON-CONTRIBUTORY INSURANCE AND BLANKET WAIVER OF SUBROGATION

AU-DEC (2) NY 01 05

AU-DEC (3) NY 01 05 NON-OWNED AND HIRED COVERAGE

#### WORKERS COMPENSATION

WC00 03 03 13 0484 WAIVER OF SUBROGATION

WC 3103 06 A 01 87 NEW YORK INCLUSION OF EXECUTIVE OFFICER ENDORSEMENT

## SCHEDULE OF FORMS AND ENDORSEMENTS

**Policy Number:** ECP2012041-20

**Named Insured:** S.E.G. Construction Inc.

### FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

FORM NUMBER	FORM TITLE
NOTICE NYFTZ 08 16	New York Free Trade Zone
E002J 03 17	GDIC Policy Jacket
ENV DIR CLAIMS 09 23	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
ECP SUPP DEC 01 21	Environmental Combined Policy Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
ECP 1200 03 22	Environmental Combined Policy Insuring Agreement
ECP 1210 03 22	Limited Cyber Coverage
ECP 1222 01 21	Defense Costs Outside the Limits of Insurance - Coverage D - Contractors Pollution Liability
ECP 1231 01 21	Earned Premium and Composite Rate - Subject to Premium Audit
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization -DASNY
ECP 1234 10 21	Notice of Cancellation to Designated Person or Organization -When on file with Carrier
ECP 1248 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Ongoing Operations - Coverage A, B, D.1 and D.4
ECP 1248 01 21	Additional Insured - Owners, Lessees or Contractors - Automatic Status - Completed Operations - Coverage A, D.1 & D.4
ECP 1260 01 21	Waiver of Subrogation - Automatic Status - Coverage A, B & D
ECP 1272 01 21	Exclusion - Financial Services
ECP 1275 01 21	Exclusion of Certified Acts of Terrorism
ECP 1285 01 21	First Party Transportation Pollution Liability Coverage for Designated Vehicle(s)
ECP 1291 01 21	Microbial Substance Contractors Pollution Liability - Claims Made and Reported
ECP 1294 01 21	Designated Construction Project(s) General Aggregate Limit - Coverage A - Automatic Status
ECP 1300 11 23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
ENV 2448 01 23	Cancellation for Non-Payment of Prior Years' Premium
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

## ENVIRONMENTAL COMBINED POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to **SECTION IX- DEFINITIONS**.

**Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s), Coverage D.5 – Named Insured's Location(s), and COVERAGE E – PROFESSIONAL LIABILITY**, provide Claims-Made and Reported Coverage, and have claim reporting requirements that differ from **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE C – MEDICAL PAYMENTS, Coverage D.1 – Contractors Pollution Legal Liability, Coverage D.2 – Third Party Claims(s) for Contingent Transportation, and Coverage D.4 – Microbial Substance Contractors Pollution Liability. Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s), Coverage D.5 – Named Insured's Location(s), and COVERAGE E – PROFESSIONAL LIABILITY** only apply to a claim that is first made against you during the policy period and is first reported to us during the policy period or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached hereto as if physically attached. It is agreed by all Insureds that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. Please note defense costs under **COVERAGES D and E** shall be applied against the deductible or self-insured retention, and will erode the Limits of Insurance. This policy includes all of the agreements existing between the Insureds and the Company or any of its agents relating to this policy.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages for **bodily injury or property damage** in excess of the deductible or self-insured retention, to which this Insurance applies. We will have the right and duty to defend the Insured against any suit seeking those damages. However, we will have no duty to defend the Insured against any suit seeking damages for **bodily injury or property damage** to which this Insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or suit that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION V – LIMITS OF INSURANCE**; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, D or E**, or medical expenses under **COVERAGE C**, and/or defense costs under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to **bodily injury and property damage** only if:
  - (1) The **bodily injury or property damage** is caused by an occurrence that takes place in the coverage territory;
  - (2) The **bodily injury or property damage** occurs during the policy period; and
  - (3) Prior to the policy period, no Insured listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an occurrence or claim knew that the **bodily injury or property damage** had occurred, in whole or in part. If such a listed Insured or authorized employee knew, prior to the policy period, that the **bodily injury or property damage** occurred, then any continuation, change or resumption of such **bodily injury or property damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily injury or property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any Insured listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an occurrence or claim, includes any continuation, change or resumption of that **bodily injury or property damage** after the end of the policy period.
- d. **Bodily injury or property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of **SECTION III – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an occurrence or claim:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same Insured contract; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- c. **Damage To Impaired Property Or Property Not Physically Injured**  
 Property damage to impaired property or property that has not been physically injured, caused, in whole or in part by, or arising, directly or indirectly, out of:
  - (1) A defect, deficiency, inadequacy or dangerous condition in your product or your work; or
  - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
 This exclusion does not apply to the loss of use of other property caused by the sudden and accidental physical injury to your product or your work after it has been put to its intended use.
- d. **Damage To Property**  
 Property damage to:
  - (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
  - (2) Premises you sell, give away or abandon, if the property damage arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of any Insured;
  - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly, on your behalf are performing operations, if the property damage arises out of those operations; or
  - (6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.
 Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION V – LIMITS OF INSURANCE.  
 Paragraph (2) of this exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.  
 Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.  
 Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.
- e. **Damage To Your Product**  
 Property damage to your product arising out of it or any part of it.
- f. **Damage To Your Work**  
 Property damage to your work arising out of it or any part of it and included in the products-completed operations hazard.  
 This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- g. **Employer's Liability**  
 Bodily Injury to:
  - (1) An employee of the Insured caused, in whole or in part by, or arising, directly or indirectly, out of and in the course of:
    - (a) Employment by the Insured; or
    - (b) Performing duties related to the conduct of the Insured's business; or
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (1) above.
 This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.  
 This exclusion does not apply to liability assumed by the Insured under an insured contract unless the insured contract is with another Insured other than any additional Insured on this policy.
- h. **Expected Or Intended Injury**  
 Bodily Injury or property damage expected or intended from the standpoint of any Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.
- i. **Liquor Liability**  
 Bodily Injury or property damage for which any Insured may be held liable by reason of:

- (1) Reports all, or any part, of the **bodily injury or property damage** to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the **bodily injury or property damage**;  
or
- (3) Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

## 2. Exclusions

Refer also to **SECTION I - EXCLUSIONS APPLICABLE TO COVERAGES A AND B**, and **SECTION II – SHARED EXCLUSIONS** for additional exclusions applicable to **COVERAGE A**.

The insurance afforded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to:

### a. Aircraft, Auto Or Watercraft

#### (1) Unmanned Aircraft

**Bodily injury or property damage** caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft. Use includes operation and loading or unloading.

This Paragraph a.(1) exclusion applies even if the claim(s) against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft.

#### (2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

**Bodily injury or property damage** caused, in whole or in part by, or arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft (other than unmanned aircraft), auto or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

This Paragraph a.(2) exclusion applies even if the claim(s) against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft (other than an unmanned aircraft), auto or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph a.(2) exclusion does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
  - (i) Less than 26 feet long; and
  - (ii) Not being used to carry persons or property for a charge;
- (c) Parking an auto on, or on the ways next to, premises you own or rent, provided the auto is not owned by or rented or loaned to you or any insured;
- (d) Liability assumed under any insured contract for the ownership, maintenance or use of aircraft or watercraft; or
- (e) **Bodily injury or property damage** caused, in whole or in part by, or arising, directly or indirectly, out of:
  - (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

### b. Contractual Liability

**Bodily injury or property damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or written agreement that is an insured contract, provided the **bodily injury or property damage** occurs subsequent to the execution of the written contract or written agreement. Solely for the purposes of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury or property damage**, provided:

## **2. Exclusions**

We will not pay under **COVERAGE C – MEDICAL PAYMENTS**, expenses for **bodily injury**:

- a. Any Insured**  
To any Insured, except volunteer workers.
- b. Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- c. COVERAGE A, D or E Exclusions**  
Excluded under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**, or **COVERAGE E – PROFESSIONAL LIABILITY**.
- d. Hired Person**  
To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- e. Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- f. Nuclear Material**  
Resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- g. Products-Completed Operations Hazard**  
Included within the products-completed operations hazard.
- h. Workers Compensation And Similar Laws**  
To a person, whether or not an employee of any Insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

## **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

### **1. Insuring Agreements – COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

#### **Coverage D.1 – Contractors Pollution Legal Liability**

- a. We will pay those sums that the Insured becomes legally obligated to pay for loss for bodily injury or property damage in excess of the deductible or self-insured retention, directly caused by pollution condition(s) that result from your covered operations and/or completed operations to which this insurance applies. We will have the right and duty to defend the Insured against any suit seeking payment for loss caused by pollution condition(s) directly caused by your covered operations or completed operations; however, we will have no duty to defend the Insured against any suit seeking payment for loss to which this insurance does not apply. We may, at our discretion, investigate any pollution condition(s) and settle any claim or suit that may result. But:**
  - (1) The amount we will pay for loss and defense costs is limited as described in SECTION V - LIMITS OF INSURANCE; and**
  - (2) Our right and duty to defend ends under Coverage D.1 – Contractors Pollution Legal Liability when we have used up the applicable limit of insurance in the payment of judgments, settlements, or loss under COVERAGES A, B, D, and/or E or medical expenses under COVERAGE C, and/or defense costs under COVERAGES D or E.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to bodily injury and property damage to the extent directly caused by a pollution condition only if:**
  - (1) The bodily injury or property damage is directly caused by a pollution condition that takes place in the coverage territory and is caused by an occurrence; and**
  - (2) The bodily injury or property damage first occurs during the policy period; and**
  - (3) The bodily injury or property damage is directly caused by your covered operations and/or completed operations; and**
  - (4) The pollution condition(s) were unexpected and unintended from the standpoint of the Insured.**

Notwithstanding the above, this policy will not respond to **loss or defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

#### **Coverage D.2 – Third Party Claim(s) for Contingent Transportation**

- a. We will pay those sums that the Named Insured becomes legally obligated to pay for loss for bodily injury or property damage in excess of the deductible or self-insured retention, that results from a claim made against the Named Insured by a third party, to the extent directly caused by a pollution condition occurring during the course of transportation by a carrier, to or from an insured location or within the fixed boundaries of a site at which covered operations are being performed, including any loading or unloading, to which this insurance applies. We will have the right and duty to defend the Named Insured against any suit seeking payment for loss directly caused by pollution condition(s) occurring during the course of transportation by a carrier, to or from an insured location or within the fixed boundaries of a site at which covered operations are being performed, including any loading or unloading; however, we will have no duty to defend any insured against any suit seeking payment for loss to which this insurance does not apply. We may, at our discretion, investigate any pollution condition(s) and settle any claim or suit that may result, but:

- (1) The amount we will pay for loss and defense costs is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under Coverage D.2 – Third Party Claim(s) for Contingent Transportation when we have used up the applicable limit of insurance in the payment of judgments, settlements, or loss under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, and/or defense costs under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to bodily injury and property damage to the extent directly caused by a pollution condition only if:

- (1) The bodily injury or property damage is directly caused by a pollution condition that takes place in the coverage territory and is the result of an occurrence; and
- (2) The pollution condition(s) that causes the bodily injury or property damage first occurs during the policy period and is directly caused by your product, materials essential to, or waste resulting from your covered operations; and
- (3) The bodily injury or property damage occurs during the course of transportation by a carrier; to or from an insured location or within the fixed boundaries of a site at which covered operations are being performed, including any loading or unloading; and
- (4) The carrier is properly licensed to transport your product, materials or waste that causes the pollution condition(s).

Notwithstanding the above, this policy will not respond to loss or defense costs covered in whole or in part by other valid and collectible insurance in force prior to this policy period.

It is also hereby understood and agreed that the coverage provided under Coverage D.2 – Third Party Claim(s) for Contingent Transportation, shall not constitute, evidence, satisfy, or meet any obligation to demonstrate financial assurance or financial responsibility requirements under any federal, state or local law(s), including any requirement that the insured obtain a bond.

#### **Coverage D.3 – Third Party Claim(s) for Non-owned Disposal Site(s)**

- a. We will pay those sums that the Named Insured becomes legally obligated to pay as a result of a claim made by a third party for loss for bodily injury or property damage in excess of the deductible or self-insured retention, which is directly caused by a pollution condition on, at, under or migrating from a non-owned disposal site to which this insurance applies. We will have the right and duty to defend the Named Insured against any suit seeking payment for loss for bodily injury or property damage which is directly caused by a pollution condition on, at, under or migrating from a non-owned disposal site(s); however, we will have no duty to defend the Named Insured against any suit seeking payment for loss to which this insurance does not apply. We may at our discretion, investigate any pollution condition and settle any claim or suit that may result. But:

- (1) The amount we will pay for loss and defense costs is limited as described in **SECTION V - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends under Coverage D.3 – Third Party Claim(s) For Non-owned Disposal Site(s) when we have used up the applicable limit of insurance in the payment of judgments, settlement, or loss under **COVERAGES A, B, D, or E** or medical expenses under **COVERAGE C**, or defense costs under **COVERAGES D or E**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, AND E**.

- b. This insurance applies to bodily injury and property damage to the extent directly caused by a pollution condition only if:

- (1) The loss for bodily injury or property damage is caused by a pollution condition on, at, under or migrating

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2012041-20	7/5/2024	7/5/2025	7/5/2024

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED is amended to include as an additional Insured:**

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this policy period, that such person or organization be added as an additional Insured on this policy; and
2. Any other person or organization you are explicitly required to add as an additional Insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of your work included in the products-completed operations hazard which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional Insured only with respect to liability for **bodily injury or property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability and Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by your work performed for the additional Insured described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional Insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional Insured; and
- c. Will not extend beyond that which is provided to you in this policy.

**II. With respect to the insurance afforded to these additional Insureds, the following additional exclusions apply:**

This insurance does not apply to:

- a. **Bodily injury or property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the occurrence which caused the **bodily injury or property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

**III. With respect to the insurance afforded to these additional Insureds, the following is added to SECTION V – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional Insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV. With respect to the insurance afforded to these additional Insureds, the following is added to SECTION VI –**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2012041-20	7/5/2024	7/5/2025	7/5/2024

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**I. SECTION III – WHO IS AN INSURED is amended to include as an additional Insured:**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this policy period, that such person or organization be added as an additional insured on this policy; and
2. Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of your work which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for bodily injury or property damage under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability and Coverage D.4 – Microbial Substance Contractors Pollution Liability, or personal injury or advertising injury under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage, or the offense which caused the personal and advertising injury, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. Bodily injury or property damage occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**III. With respect to the insurance afforded to these additional Insureds, the following is added to SECTION V – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV. With respect to the insurance afforded to these additional Insureds, the following is added to SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION:**

**1. Duties – Additional Insured**

An additional Insured must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence or offense which may result in a claim or suit;
- b. We receive written notice of a claim or suit as soon as practicable; and
- c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires that this coverage be primary and noncontributory.

**V. SECTION VII – CONDITION 10. – Other insurance is amended by the addition of the following which supersedes any provision to the contrary:**

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional insured under this endorsement provided that:

1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this policy period, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of your work which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

**VI. This endorsement does not apply to an additional Insured which has been added to this policy by an endorsement showing the additional Insured in a SCHEDULE of additional Insureds, and which endorsement applies to that designated additional Insured.**

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2012041-20	7/5/2024	7/5/2025	7/5/2024

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

The following is added to **SECTION VII – CONDITIONS 2. Cancellation:**

**SCHEDULE**

<b>Number of Days Advance Notice Of Cancellation:</b>	Thirty (30) Days
<b>Name and Address of Designated Person(s) or Organization(s):</b>	On File with Carrier
<b>Additional Premium:</b>	\$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first Named Insured at the last known address, and the person(s) or organization(s) at the address designated in the SCHEDULE above, written notice of cancellation not less than the number of days shown in the SCHEDULE before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF SUBROGATION  
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)  
AUTOMATIC STATUS – COVERAGE A, B & D**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2012041-20	7/5/2024	7/5/2025	7/5/2024

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

- I. The following is added to Paragraph 17. Subrogation of **SECTION VII – CONDITIONS**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The Insured has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The Insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT - COVERAGE A  
– AUTOMATIC STATUS**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2012041-20	7/5/2024	7/5/2025	7/5/2024

This endorsement modifies Insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**SECTION V – LIMITS OF INSURANCE** is amended by the addition of the following terms and conditions when you have agreed in writing in a contract or agreement, in effect during this **policy period**, with any person or organization for whom you are performing operations, that a per-project aggregate will apply:

- I. For all amounts which the **Insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which can be attributed only to **covered operations** at a single project:
  1. A separate Per-Project Aggregate Limit applies to each project, and that limit is equal to the lesser of:
    - a. The applicable General Aggregate Limit; or
    - b. \$2,000,000.
  2. The Per-Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of:
    - a. **Insureds**;
    - b. **Claims** made or **suits** brought; or
    - c. **Persons** or organizations making **claims** or bringing **suits**.
  3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the Per-Project Aggregate Limit for that particular project. Such payments shall not reduce the applicable General Aggregate Limit nor shall they reduce any other Per-Project Aggregate Limit for any other project.
  4. The applicable limits for Each Occurrence, Damage To Premises Rented To You continue to apply. However, instead of being subject to the applicable General Aggregate Limit, such limits will be subject to the applicable Per-Project Aggregate Limit.
  5. Regardless of the number of projects covered under this policy, the most we will pay under the terms and conditions of this endorsement is \$5,000,000.
- II. For all amounts which the **Insured** becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** which cannot be attributed only to **covered operations**:
  1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Per-Project Aggregate Limit.
- III. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per-Project Aggregate Limit.
- IV. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the particular project will still be deemed to be the same project.

- V. The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- VI. This endorsement does not apply to any Designated Construction Project(s) which has been specifically endorsed to this policy on a General Aggregate Limit endorsement showing the Designated Construction Project(s) in a **SCHEDULE**.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**



Policy Number  
B1U0249F

**SCHEDULE OF FORMS AND ENDORSEMENTS**  
**NGM INSURANCE COMPANY**

Named Insured    SEG CONSTRUCTION INC

Effective Date:    10-03-24  
12:01 A.M., Standard Time

Agent Name        THE FAIRL AGENCY INC

Agent No.        311398

**COMMON POLICY FORMS AND ENDORSEMENTS**

CO-DEC	01-97	COMMON POLICY DECLARATIONS
64-5960	10-06	PRIVACY NOTICE
*IL 00 17	11-98	COMMON POLICY CONDITIONS
TAX-FORM NY	12-07	SCHEDULE OF TAXES, SURCHARGES OR FEES
FORM-SCHED	01-97	SCHEDULE OF FORMS AND ENDORSEMENTS
*IL 01 83	08-08	NEW YORK CHANGES - FRAUD
*60-7195	09-20	NGM PARTICIPATION CLAUSE

**AUTOMOBILE FORMS AND ENDORSEMENTS**

*BAS SL(NY)	04-22	SPOUSAL LIAB INS DECLINATION
*IL N 002	11-10	NY RENTAL REIMBURSEMENT COV DISCLOSURE
AU-DEC (1)-NY	01-05	BUSINESS AUTO COVERAGE FORM DECLARATIONS
AU-DEC (2)-NY	01-05	BUSINESS AUTO DECLARATIONS - CONTINUED
AU-DEC (3)-NY	01-05	BUSINESS AUTO DECLARATIONS - CONTINUED
NY-DEC-SUP	01-07	NY DECLARATIONS SUPPLEMENT
AU-AUTOS SCHED-CW	04-05	SCHEDULE OF COVERED AUTOS YOU OWN
*64-8723	05-18	COMMERCIAL AUTO ELITE
*CA 00 01	11-20	BUSINESS AUTO COVERAGE FORM
CA 20 48	10-13	DESIGNATED INSURED
CA 99 23	10-13	RENTAL REIMBURSEMENT COVERAGE
*60-5934	07-01	POLICYHOLDER NOTICE - NY ID CARDS
*60-6634	11-19	NY ACCIDENT PREVENTION PREM REDUCTION
*60-8182	03-03	IMPORTANT NOTICE TO MILITARY PERSONNEL
*CA 01 12	01-21	NY CHNGS BUSINESS AUTO AND MOTOR CARRIER
*CA 02 25	08-14	NEW YORK CHANGES - CANCELLATION
*CA 22 32	11-13	NY MANDATORY PIP ENDORSEMENT
*CA 22 60	04-92	NY OPTIONAL BASIC ECONOMIC LOSS COVERAGE
*CA 31 07	05-18	NY SUPPLEMENTARY UM/UIM ENDT

\* THESE FORMS ARE PART OF THIS POLICY BUT ARE NOT PRINTED

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:
  - (a) That is an "insured" under any other automobile policy or
  - (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - **WHO IS AN INSURED** - of **SECTION II - LIABILITY COVERAGE** is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1 - **WHO IS AN INSURED** of **Section II - LIABILITY COVERAGE** is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

#### **2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to **A.1 WHO IS AN INSURED** of **SECTION II - LIABILITY COVERAGE**:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the **WHO IS AN INSURED** provision contained in **SECTION II** of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-

contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

### **3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **4. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE OF SECTION II - LIABILITY COVERAGE** does not apply if you have workers' compensation insurance in force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

### **7. EXTRA EXPENSE - BROADENED COVERAGE**

Under paragraph A. of **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. **Limit of Insurance**.

### **8. AIRBAG COVERAGE**

Under Paragraph B. **Exclusions of SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

### **9. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in 2.a of A. **Loss Conditions, 2. - Duties in the Event Of Accident, Claim, Suit or Loss of SECTION IV - BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

### **10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### 11. WAIVER OF SUBROGATION

**Transfer Of Rights Of Recovery Against Others To Us of SECTION IV – BUSINESS AUTO CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 12. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 13. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph D. **Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### 14. NOTICE OF CANCELLATION TO THIRD PARTY

The following is added to **A.2., Cancellation of COMMON POLICY CONDITIONS**

If we initiate a cancellation or non-renewal for any reason, other than non-payment of premium, we will mail notice of cancellation to the person or organization scheduled on the policy as an additional Insured 30 days before the effective date of cancellation. We will mail such notice to the address of the Additional Insured scheduled on the policy and in at least 30 days before the effective date of the cancellation or non-renewal.

If the Insured initiates the cancellation or in case of non-payment of premium, we will not mail advance notice but, a final cancellation notice will be sent to the person or organization scheduled on the policy as an additional insured. We will mail such notice to the additional insured address upon final cancellation of the policy.

#### 15. VEHICLE WRAP COVERAGE

Paragraph A. **Coverage of Section III – PHYSICAL DAMAGE COVERAGE** is amended to include the following additional paragraph:  
**Vehicle Wrap**

In the event of a "loss" to a covered "auto", we will provide the following coverage if such "loss" is caused by:

- A. Other than collision only if the Declarations indicates that comprehensive Coverage is provided for the covered "auto";
- B. Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered "auto"; or
- C. Collision only if the Declarations indicates that Collision Coverage is provided for the covered "auto".
- D. We will pay for "loss" to a "vehicle wrap" that is installed on the covered "auto". The most we will pay for "loss" is \$5,000 per policy period.

We will not pay for "loss" due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a "vehicle wrap".

The "vehicle wrap" is subject to the Comprehensive deductible for the covered "auto", except in the event of a "loss" to a covered "auto" for which such vehicle is involved in a collision and there is both:

- (1) Collision damage to the vehicle; and
- (2) Damage to the "vehicle wrap"

E. Then the collision deductible will apply.

If the "vehicle wrap" is damaged in a collision the lesser of replacement cost or original purchase cost of the "vehicle wrap" will apply.

**SECTION V. DEFINITIONS** is amended to include the following additional definition.

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

#### 16. GARAGEKEEPERS

The most current version of endorsement CA 99 37 that is approved in your state is added to the policy on an Excess insurance basis with a maximum limit of \$10,000 and a \$500 deductible for each Customer's Auto for all perils. The limit is applicable on a blanket basis to all Insured owned locations.

#### 17. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance**, Paragraph 1. Is amended to include:

However, if the covered "auto" has less than 36,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

#### **18. FIRE DEPARTMENT SURCHARGE**

Paragraph A.4. Coverage Extensions of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

##### **c. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,500 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or**
- (2) Required by local ordinance**

No deductible applies to this additional coverage.

Policy Number: B1U0249F

**BUSINESS AUTO DECLARATIONS (Continued)****ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN****SEE SCHEDULE OF COVERED AUTOS YOU OWN****ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS****LIABILITY COVERAGE – RATING BASIS, COST OF HIRE**

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (if Liability Coverage is Primary)	Premium
NY	IF ANY		-	\$
Total Premium				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**PHYSICAL DAMAGE COVERAGE**

Coverages	Limit of Insurance The Most We Will Pay Deductible		Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	Premium
Comprehensive	Actual cash value, or cost of repair	whichever is less, minus ded. for each covered auto, but no deductible applies to loss caused by fire or lightning, except PPT autos in NY.			
Specified Causes of Loss		whichever is less, minus ded. for each covered auto for loss caused by mischief or vandalism.			
Collision		whichever is less, minus ded. for each covered auto.			
			Total Premium		

Policy Number: **B1U0249F****BUSINESS AUTO DECLARATIONS (Continued)****ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP LIABILITY**

Named Insured's Business	Rating Basis	Number	Premium
Other than A Social Service Agency	Number of Employees	IF ANY	\$
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$

**ITEM SIX – SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS – LIABILITY COVERAGE – PUBLIC AUTO OR LEASING RENTAL CONCERNS**

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	Rates		Premiums	
	<input type="checkbox"/> Per \$100 of Gross Receipts			
	<input type="checkbox"/> Per Mile			
	Liability Coverage	Auto Medical Payments	Liability Coverage	Auto Medical Payments
		Total Premiums		
		Minimum Premiums		

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

Policy Number: **WCA2015013-19**

## **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

### **SCHEDULE OF FORMS AND ENDORSEMENTS**

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

#### **Commercial Workers Compensation**

<b><u>State</u></b>	<b><u>Number</u></b>	<b><u>Edition</u></b>	<b><u>Description</u></b>
ALL	WC 99 06 01A	03-2017	Workers Compensation Policy Jacket
ALL	ENV DIR CLAIM	09-2023	Policyholder Notice - Claim Reporting Information
ALL	WC 31 06 18	03-2015	New York Workers Compensation Policyholder Notice Of Right To Appeal
ALL	WC 00 00 01 A	05-1988	Workers Compensation Information Page
ALL	WC 00 00 00 C	01-2015	Workers Compensation And Employers Liability Insurance Policy
ALL	WC 00 03 02	04-1984	Designated Workplaces Exclusion Endorsement
ALL	WC 00 03 13	04-1984	Waiver of Our Right To Recover From Others Endorsement
ALL	WC 00 04 06	08-1984	Premium Discount Endorsement
ALL	WC 00 04 14 A	01-2019	90-Day Reporting Requirement - Notification Of Change In Ownership Endorsement
ALL	WC 00 04 19	01-2001	Premium Due Date Endorsement
ALL	WC 00 04 21 E	01-2021	Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement
ALL	WC 00 04 22 C	01-2021	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
ALL	WC 00 04 25	05-2017	Experience Rating Modification Factor Revision Endorsement
ALL	WC 31 03 06 A	01-1987	New York Inclusion Of Executive Officer Endorsement
ALL	WC 31 03 08	01-2000	New York Limit Of Liability Endorsement
ALL	WC 31 03 19 I	01-2018	New York Construction Classification Premium Adjustment Program Explanatory Endorsement
ALL	WC 31 04 01	04-1993	New York Construction Classification Premium Adjustment Factor Endorsement
ALL	WC 99 00 99 NY	06-2016	New York Earlier Notice Of Cancellation Or Nonrenewal Endorsement
ALL	WC 99 06 09	01-2023	Cancellation for Non-Payment of Audit Premium

ALL = ALL states on the policy

ALL\* - Applies to all states on the policy unless a specific state form is designated

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization as required in writing by contract or agreement prior to loss.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**WC 31 03 06 A 01 87**

**NEW YORK INCLUSION OF EXECUTIVE OFFICER  
ENDORSEMENT**

The policy covers bodily injury to an executive officer or executive officers who specifically do not require coverage under the New York Workers' Compensation Law, but have elected to be insured and are described in the Schedule.

The premium basis for such insurance shall include the remuneration of such executive officer or officers as provided by our Manuals.

**Schedule**

**Name of Officer(s)**

**Title**

Stacy Gracinski

President

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

07/08/2024

Policy No.

WCA2015013 19

Endorsement No.

Insured

S.E.G. Construction, Inc.

Premium

Insurance Company:

Great Divide Insurance Company

Countersigned by \_\_\_\_\_



**AMD**  
ENVIRONMENTAL

AMD Environmental Consultants, Inc.  
72 E. Niagara St. Suite 100  
Tonawanda, NY 14150  
Office: 716-833-0043 Fax: 716-241-8689  
www.amdenvironmental.com

February 7th, 2025

Attn: Micheal E. Stegmeier, (Client)  
Clerk & Treasurer - Village of Lancaster NY  
5423 Broadway, Lancaster, NY 14086  
716-683-2105 Ext. 203  
mstegmeier@lancastervillage.org  
C/O: William Schutt of WM Schutt Associates, P.C.  
wschutt@wmschutt.com

RESOLUTION # 7  
MEETING DATE 2/24/2025

Mr. Stegmeier; AMD Environmental is pleased to provide you with the following work proposal for environmental services.

**Project Location: 5423 Broadway, Lancaster, NY 14086 – Asbestos Air Monitoring for Phase 1 Abatement**

**Scope of Work:** Asbestos Air Monitoring will be conducted in accordance with NYS ICR-56 for Asbestos carpet mastic abatement for the Fire Department Rooms: 123 (Gear Room #1), 124 (Gear Room #2, and room 125 (Closet). There will be approximately 375 sq. ft. of asbestos carpet mastic abated per this scope of work. Also, 1st Floor Fire Dept. Rm 124 (Gear Room # 2), the existing wood wall just above the cove base is to be removed by the contractor to access and remove all the existing carpet and carpet mastic.

**Asbestos Air Monitoring:** High volume and/or low volume pumps will be used to monitor the concentration of airborne fibers during this project. AMD Environmental, Inc. (NYS DOL # 56177) will conduct air monitoring in accordance with guidelines and techniques identified in NY Code Rule 56. PCM Air sample analysis will be conducted at AMD Environmental Consultants' laboratory; a NYS ELAP approved facility in Buffalo, New York (ID: 11108). A final close-out report will be issued upon project completion containing all sample analysis, chains of custody, sample location maps, and visual inspection forms pertaining to the project.

AMD Co. Asbestos Handling License No.: 56177 / AMD Laboratory ELAP No.: 11108

**Fee Schedule:**

Asbestos Technician Day Rate: (Weekday ≤ 8hrs.) \$450.00/Day for estimated 6 Days per SEG's 02/6/25 abatement duration estimate. (Includes Backgrounds & Final Clearance Sampling Days for 2 Days when contractor is not working onsite)	\$ 2,700.00
Asbestos Technician Overtime Rate: (Weekday ≥ 8hrs. & weekends) \$85.00/Hr.	To Be Determined with Client Approval
Asbestos Project Manager Rate: \$65.00/Hour for estimated 2 hours for project oversight and compliance	\$ 130.00
Sample Cost: PCM Air Samples per NIOSH 7400 Standard 24-48 Hr. TAT : \$ 8.00/Sample for estimated 50 samples	\$ 400.00
Sample Cost: PCM Air Samples per NIOSH 7400 < 24 Hr. TAT/ RUSH : \$ 20.00/Sample for estimated 12 Samples (FINAL CLEARANCE –RUSH)	\$ 240.00
Visual Inspections / Final Close Out Report	\$ 200.00
<b>ESTIMATED TOTAL COST:</b>	<b>\$ 3,670.00</b>

Note: If days on-site go beyond the estimated days the total cost will reflect the additional days at the standard Day Rates listed above. Sample Quantities are estimates only the final cost for sampling will be determined by the variation of material being sampled onsite.

**Please sign and return- via email, fax or traditional mail.**

Date:	PO #:	Name/Title:
-------	-------	-------------

**Signature:** \_\_\_\_\_

Regards,

Jonathan Wolf | General Manager  
AMD Environmental Consultants, Inc.



AMDENVI-02

DRIALES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	<b>CONTACT NAME:</b> Maureen J. Lantz, CISR <b>PHONE (A/C, No, Ext):</b> (585) 267-8739 <b>E-MAIL ADDRESS:</b> mlantz@walshduffield.com <b>FAX (A/C, No):</b>														
<b>INSURED</b>  AMD Environmental Consultants Inc 72 E Niagara St Ste 100 Tonawanda, NY 14150	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Starstone Specialty Insurance Company</td><td></td></tr><tr><td>INSURER B : The Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starstone Specialty Insurance Company		INSURER B : The Cincinnati Insurance Company	10677	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$5K Deductible	X	SSEP0671250AEM	2/16/2025	2/16/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0730324	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		SSXS0672250AEM	2/16/2025	2/16/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		SSEP0671250AEM	2/16/2025	2/16/2026	Claims Made/Ded \$5K 2,000,000
A	Pollution Liability		SSEP0671250AEM	2/16/2025	2/16/2026	Occurrence/Ded \$5K 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached If more space is required)

Village of Lancaster, 5423 Broadway, Lancaster, NY 14086 and Wm Schutt Associates, P.C. are additional insureds as required by executed contract. See ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Wm Schutt Associates, P.C.  
37 Central Avenue  
Lancaster, NY 14086

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward F. Walsh Jr.



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY <b>Walsh Duffield Companies, Inc.</b>		NAMED INSURED <b>AMD Environmental Consultants Inc</b> 72 E Niagara St Ste 100 Tonawanda, NY 14150 Erie	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

### **Forms**

#### **General Liability:**

Additional insured -Owners, Lessees or Contractors- Scheduled person or Organization Form #2010(4/13)  
 Additional Insured-Owners, Lessees or Contractors-Completed Operations Form #CG2037(4/13)  
 Automatic Primary Non-Contributory Endorsement Form #SSS AREC IL 013-022021  
 Automatic Waiver of Subrogation Form #SSS AREC IL 009-022021

#### **Excess:**

Follow Form - Additional insured -Owners, Lessees or Contractors- Scheduled person or Organization Form #CG2010(4/13)  
 Follow Form - Additional Insured - Owners, Lessees, Contractors, including Products Completed Operations Form #CG2037(4/13)  
 Follow Form - Primary Non-Contributory Endorsement Follow Form # SSS ARCL UN 065-02/2021  
 Follow Form - Waiver of Subrogation Endorsement Follows Form #SSS AREC XS 013-02/2021

#### **Auto:**

Additional Insured #AA288 NY (06/20)  
 Waiver of Subrogation #AA288 NY (06/20)

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)**

\*\*\*\*\* 272698089  
AMD ENVIRONMENTAL CONSULTANTS,INC  
72 EAST NIAGARA STREET  
SUITE 100  
TONAWANDA NY 141502345



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> AMD ENVIRONMENTAL CONSULTANTS,INC 72 EAST NIAGARA STREET SUITE 100 TONAWANDA NY 141502345		<b>CERTIFICATE HOLDER</b> VILLAGE OF LANCASTER 5423 BROADWAY LANCASTER NY 14086	
<b>POLICY NUMBER</b> B2127 209-1	<b>CERTIFICATE NUMBER</b> 492929	<b>POLICY PERIOD</b> 01/16/2025 TO 01/16/2026	<b>DATE</b> 2/14/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2127 209-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

ANTHONY DEMIGLIO  
AMD ENVIRONMENTAL CONSULTANTS INC  
1/1

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 194325322



AMDENV1-02

DRIALES

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	<b>CONTACT NAME:</b> Maureen J. Lantz, CISR		
	<b>PHONE (A/C, No, Ext):</b> (585) 267-8739	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> mlantz@walshduffield.com		
<b>INSURED</b>  AMD Environmental Consultants Inc 72 E Niagara St Ste 100 Tonawanda, NY 14150	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Starstone Specialty Insurance Company		
	<b>INSURER B :</b> The Cincinnati Insurance Company		10677
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
		<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		SSEP0671250AEM	2/16/2025	2/16/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
B	AUTOMOBILE LIABILITY			EBA0730324	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	X					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			SSXS0672250AEM	2/16/2025	2/16/2026	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			SSEP0671250AEM	2/16/2025	2/16/2026	Claims Made/Ded \$5K 2,000,000
A	Pollution Liability			SSEP0671250AEM	2/16/2025	2/16/2026	Occurrence/Ded \$5K 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Lancaster, 5423 Broadway, Lancaster, NY 14086 and Wm Schutt Associates, P.C. are additional insureds as required by executed contract. See ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

<b>Wm Schutt Associates, P.C.</b> 37 Central Avenue Lancaster, NY 14086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Edward F. Walsh Jr.</i>



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Walsh Duffield Companies, Inc.</b>		NAMED INSURED <b>AMD Environmental Consultants Inc</b> 72 E Niagara St Ste 100 Tonawanda, NY 14150 Erie	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Forms

## General Liability:

Additional insured -Owners, Lessees or Contractors- Scheduled person or Organization Form #2010(4/13)

Additional Insured-Owners, Lessees or Contractors-Completed Operations Form #CG2037(4/13)

Automatic Primary Non-Contributory Endorsement Form #SSS AREC IL 013-022021

Automatic Waiver of Subrogation Form #SSS AREC IL 009-022021

## Excess:

Follow Form - Additional insured -Owners, Lessees or Contractors- Scheduled person or Organization Form #CG2010(4/13)

Follow Form - Additional Insured - Owners, Lessees, Contractors, including Products Completed Operations Form #CG2037(4/13)

Follow Form - Primary Non-Contributory Endorsement Follow Form # SSS ARCL UN 065-02/2021

Follow Form - Waiver of Subrogation Endorsement Follows Form #SSS AREC XS 013-02/2021

## Auto:

Additional Insured #AA288 NY (06/20)

Waiver of Subrogation #AA288 NY (06/20)



**Department of  
Transportation**

RESOLUTION # 8  
MEETING DATE 2/24/2025

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

# **TITLE VI PLAN VILLAGE OF LANCASTER**

# Village of Lancaster

## TITLE VI PLAN

Date Adopted: February, <sup>24</sup>~~07~~, 2025

Michael Stegmeier -Clerk-Treasurer

Signature of Authorized Official \_\_\_\_\_

# **Title VI Plan**

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## **Introduction**

Village of Lancaster is a recipient of federal funds from the New York State Department of Transportation (NYSDOT) and all recipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statutes, regulations, and authorities. This Implementation Plan describes how Village of Lancaster accomplishes nondiscrimination in the delivery of its federally assisted programs, services, and activities. The Plan includes the structure of Village of Lancaster's Title VI program as well as the policies, procedures, and practices Village of Lancaster uses to comply with nondiscrimination requirements. The Plan is intended to be a living document, regularly monitored, and updated by the Village of Lancaster to meaningfully reflect the program as it changes and grows. Anyone wishing to provide input into the Department's Title VI Program Implementation Plan is encouraged to contact Michael Stegmeier, at [MStegmeier@Lancastervillageny.gov](mailto:MStegmeier@Lancastervillageny.gov) or by writing to the Village of Lancaster at 5423 Broadway, Lancaster NY 14086.

## **Organization and Staffing**

General administration, Tax & Sewer bill collection, Department of Public Works, Justice Court, Fire Department, Emergency Management.

## **Program Area Reviews**

Each year Village of Lancaster outlines specific Title VI aspects of program areas for conducting Compliance reviews. These aspects include a) public outreach and participation, b) data collection d) Limited English Proficiency, and e) training. Program areas will be required to document their compliance through a desk audit review that includes an evaluation of how they implement Federal Title VI requirements.

The Village of Lancaster may also schedule teleconferences and webinars for educational and training purposes and perform site visits to ensure program areas are compliant with all Federal requirements.

Compliance reviews should examine, at a minimum, program areas that have direct engagement with the public.

## **Program Area Review Procedures**

Village of Lancaster has developed program specific questions to help Village of Lancaster better understand the respective efforts towards compliance.

The program area review process requires the program areas to respond to survey questions pertaining to their program's activities. Steps in the review process include the following:

1. An instructional email with survey is sent to the program area. The email includes a time to submit the survey and who to contact for questions.
2. The program area completes and submits the survey to the Title VI Coordinator.
3. Title VI Coordinator reviews the survey for completeness and submits to Title VI Coordinator.
4. Title VI Coordinator reviews Title VI survey and provides a letter of review completion to the Villa
5. Reports may include findings, recommendations, and corrective action plans to address Title VI, and LEP deficiencies, thereby improving Title VI compliance.

If there is a finding or recommendation for a corrective action plan, the Title VI Coordinator in coordination with the program area monitors the implementation of corrective action plans.

## **Data Collection and Analysis**

Data collection/utilization practices are examined during program area reviews. Examining data collection and utilization practices allows Village of Lancaster to better understand the populations served, demographics, spoken languages, and how proposed changes to transportation will impact the minority and underserved communities.

Village of Lancaster with the program areas will determine if the program areas are capturing the necessary information to fully inform the program areas decisions and to ensure that functions are being performed in a fair and equitable.

## **Compliant Procedure**

It is the Policy of the Village of Lancaster to never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by Title VI of the Civil Rights Act of 1964 (Title VI) and related statutes, Section 504 of the Rehabilitation Act of 1973 (Section 504), or Title II of the Americans with Disabilities Act of 1990 (ADA). Any person by themselves or by a

representative, that believes they have been subjected to prohibited discrimination or retaliation prohibited may file a complaint.

Any person/s who believe they have been subjected to unlawful discrimination by being denied the benefits of access to, or participation in the programs and activities, or services of the Village of Lancaster may file a complaint. The complaint may be filed by the individual or his/her representative.

Complaints received by the Village of Lancaster will be forwarded to The Federal Highway Administration Headquarters Office of Civil Rights at the following link for investigation.

[How to File a Complaint - Civil Rights | Federal Highway Administration \(dot.gov\)](#)

A complainant will be advised that if they believe they have been discriminated against, they may submit the following information:

- A written explanation of what has happened.
- Your contact information (e.g., email address).
- The basis of the complaint.
- The identification of the agency alleged to have discriminated. The date(s) of the alleged discriminatory act and location.

## **Public Involvement**

Village of Lancaster conducts public outreach activities to promote public involvement in its capital program planning efforts. This includes the use of nontraditional media sources such as free community papers as well as newsletters to community groups, and social media when promoting a study or plan. The Village of Lancaster also conducts public outreach driven by project scope. For a simple project, for instance, public notification and participation might be limited posting on a website or local sign board announcements notifying them of the scope and schedule of the project and offering to provide further information.

For a project of greater scope and magnitude, Village of Lancaster would use a more formal public involvement process with many public meetings, and for example, the creation of a project advisory committee composed of Village of Lancaster representatives, local officials, and citizens. Such key stakeholder groups can provide early input to project planning and design and minimize or eliminate costly errors. This level of involvement increases public confidence in, and support for the project. Public information meeting notifications are transmitted to people and businesses living and located within the project area.

## **Compliance and Enforcement Procedures**

A Program Area will have 30 days to complete and submit a Title VI Program Area Review Survey. When notice is sent to a Program Area of an upcoming review, Village of Lancaster will also schedule a meeting to discuss review requirements and address any questions the program staff may have. Upon completion and submission of a Program Area Title VI Review:

1. Village of Lancaster will notify the Program Area within 10 days if there is additional information needed to complete the review.
2. When the Review is deemed complete Village of Lancaster will, in coordination with the program area, schedule a meeting to discuss any findings, recommendations or corrective actions.

If the Review results in the need for corrective action(s) the program area will be notified of the corrective action(s) and given 20 days to provide a response.

## ATTACHMENTS

## ATTACHMENT 1

### Title VI Policy Statement Template

In accordance with Title VI of the Civil Rights Act of 1964 and subsequent statutes, regulations and executive orders, the Village of Lancaster is committed to preventing and eliminating unlawful discrimination on the basis of race, color, national origin, sex, age, disability, or low income or limited-English proficiency in the operation, implementation, access and use of [subrecipient] programs, activities and facilities.

Michael Stegmeier -Clerk-Treasurer

Signature of Authorized Official \_\_\_\_\_

## ATTACHMENT 2

### Standard Title VI/Non-Discrimination Assurances and Appendices

#### DOT Order No. 1050.2A

Village of Lancaster referred to as the Department, **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Department hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Department receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-- discrimination statutes and requirements to include all programs and activities of the Department, so long as any portion of the program is Federally assisted.

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Department agrees with and gives the following Assurances with respect to its Federally assisted Transportation Program:

1. The Department that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Department will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Transportation Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Department Village of Lancaster in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Department will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Department will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the Department.
5. That where the Department receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Department receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Department will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Department with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Department for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Department, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Department retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other Departments, sub- Departments, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Department agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Village of Lancaster also agrees to comply (and require any sub- Departments, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Village of Lancaster access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to the USDOT, or its designee in a timely, complete, and accurate

way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Village of Lancaster gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the Departments by the U.S. Department of Transportation under the NEW YORK State Department of Transportation. This ASSURANCE is binding on New York, other Departments, sub-Departments, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Transportation Program. The person{s) signing below is authorized to sign this ASSURANCE on behalf of the Department.

Village of Lancaster

---

Signature of Authorize Official

---

Date

## Appendices

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the

**Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **New York State Department of Transportation** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **New York State Department of Transportation** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Village of Lancaster will accept title to the lands and maintain the project constructed thereon in accordance with Village of Lancaster Board of Trustees, the Regulations for the Administration of Department of Public Works and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Village of Lancaster all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto Village of Lancaster and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are

used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Village of Lancaster, its successors and assigns.

The Village of Lancaster, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that ( 1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Village of Lancaster will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Village of Lancaster pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color,

or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Village of Lancaster will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Village of Lancaster will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Village of Lancaster and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

#### **APPENDIX D**

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Village of Lancaster pursuant to the provisions of Assurance 7(b ):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that ( 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, Village of Lancaster will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities

thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Village of Lancaster will there upon revert to and vest in and become the absolute property of Village of Lancaster and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 47123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

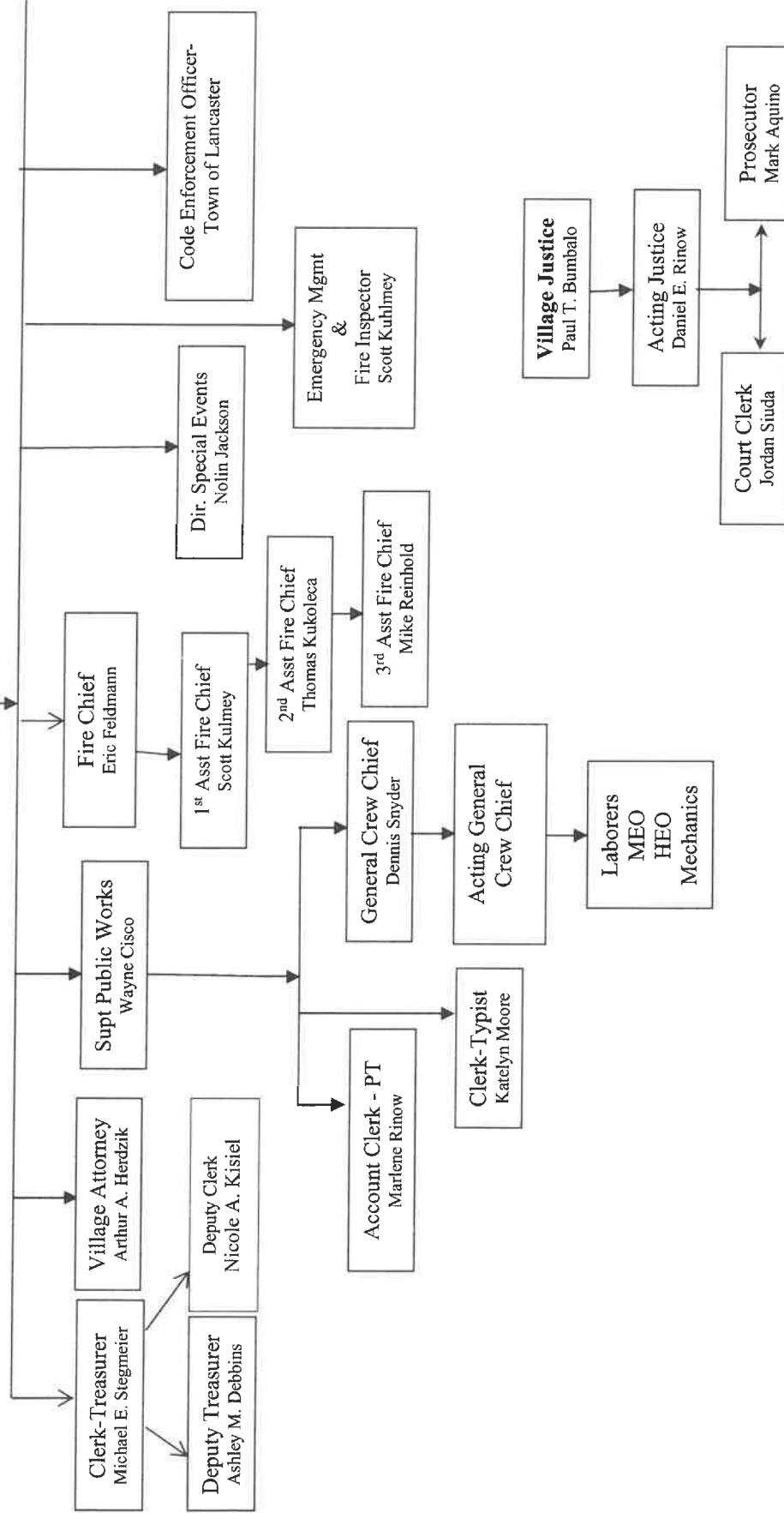
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **ATTACHMENT 3**

### **Organizational Chart**

**Mayor – Lynne T Ruda**  
Deputy Mayor – Cyndi A. Maciejewski

**Trustees:**  
William C. Schroeder – John Mikoley  
Tammie E. Malone-Schaefer



## **ATTACHMENT 4**

### **Limited English Proficiency Policy template**

Village of Lancaster Limited English Plan (LEP) plan includes:

1. Identifying the approximate number and location of LEP individuals in the defined geographic area, using FHWA's Four- Factors Analysis.
2. Listing the types of language services available.
3. Providing training and guidance to staff with respect to: a) responding to LEP callers; b) responding to LEPs in person; c) responding to written communications; and identifying types of documents to translate.
4. Monitoring LEP efforts via compliance checklist and quarterly reports.

Village of Lancaster strategies and goals include:

5. Encouraging community outreach and developing best practices for public involvement.
6. Training program areas to raise awareness.
7. Sharing information with the public about efforts to provide meaningful access to LEP populations.
8. Addressing complaints regarding access to information about [subrecipient] programs and services due to limited English proficiency.
9. Using a Title VI Annual/Quarterly Report Form for program areas to document LEP

**ATTACHMENT 5**

**Limited English Proficiency (LEP) Plan**

# Limited English Proficiency (LEP) Plan

## Village of Lancaster



**LYNNE RUDA - MAYOR**

**Date: 02/07/2025**

**Lruda@Lancastervillageny.gov**

**716-683-2105**

## INTRODUCTION

This *Limited English Proficiency Plan Template* has been prepared to address the Village of Lancaster's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., and its implementing regulations, which states that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, states that differing treatment based upon a person's inability to speak, read, write or understands English is a type of national origin discrimination which is covered under Title VI. It directs each agency (e.g., FHWA) to publish guidance for its respective recipients (e.g., NYSDOT) clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds and extends to its sub recipients.

### **Plan Summary**

The Village of Lancaster has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and notification to LEP persons regarding the availability of assistance. For detailed guidance regarding LEP, see NYSDOT's LEP Plan at:

[https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP Plan.pdf](https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP%20Plan.pdf).

In order to prepare this plan, the Village of Lancaster used the Federal Highway Administration (FHWA) Four-Factors LEP analysis:

1. The number or proportion of LEP persons in the service area who may be served by Village of Lancaster
2. The frequency with which LEP persons come in contact with Village of Lancaster services
3. The nature and importance of services provided by Village of Lancaster to LEP populations
4. The interpretation services available to Village of Lancaster and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is found in the following section

## MEANINGFUL ACCESS: FOUR-FACTORS ANALYSIS

### 1. The number or proportion of LEP persons in the service area who may be served or are likely to require Village of Lancaster services

The Village of Lancaster staff reviewed the American Community Survey 5-Year Estimates for New York State and determined that:

- a. 111 individuals in Village of Lancaster service area comprising 1.2% of the population] speak a language other than English.
- b. Of those, 72 individuals have limited English proficiency; that is, they speak English less than “very well” or “not at all.” This is only 0.7% of the overall population in the service area.
- c. In Village of Lancaster service area, of those persons with limited English proficiency:
  - \_\_\_\_% speak German
  - \_\_\_\_% speak Spanish
  - \_\_\_\_% speak African languages
  - \_\_\_\_% speak Chinese
  - \_\_\_\_% speak Serbo-Croatian
  - \_\_\_\_% speak Scandinavian
  - \_\_\_\_% speak Japanese
  - \_\_\_\_% speak Russian
  - \_\_\_\_% speak other Indic languages
  - \_\_\_\_% speak Vietnamese
  - \_\_\_\_% speak French
  - \_\_\_\_% speak Tagalog
  - \_\_\_\_% speak other Slavic languages
  - \_\_.7\_\_% speak Arabic, Indo-European languages
  - \_\_\_\_% speak Native North American Languages
  - \_\_\_\_% speak all other language

### 2. The frequency with which LEP persons come in contact with Village of Lancaster services

Village of Lancaster reviewed the frequency with which their staff have, or potentially have, contact with LEP persons. This includes documenting phone inquiries or office visits.

The Village of Lancaster has not had any or little contact with LEP persons.

### 3. The nature and importance of services provided by Village of Lancaster to the LEP population

There is a very low concentration of LEP individuals in the geographic service area for Village of Lancaster the overwhelming majority of the population, 98.8 %, speaks only English. Accordingly, few social service or professional and leadership organizations exist within Village of Lancaster geographic area because a sizeable LEP population does not exist. Village of Lancaster staff is most likely to encounter LEP individuals through office visits, phone conversations, notifications from Department staff regarding public issues and concerns and at public meetings.

### 4. The resources available to Village of Lancaster, and overall cost to provide LEP assistance

Village of Lancaster reviewed its resource capability for LEP assistance and inventoried its documents to determine those suitable for translation.

Village of Lancaster contacted local citizens and organizations willing to provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language interpretation options include the use of bilingual or multilingual staff and fee-based professional interpretation and translation services.

### **LANGUAGE ASSISTANCE**

A person who does not speak English as her primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be eligible for language assistance services from Village of Lancaster. Language assistance can include interpretation (oral or spoken transfer of a message from one language into another language) and translation (written transfer of a message or text from one language to another). The Village of Lancaster can utilize the non-profit organization known as the International Institute of Buffalo for their translation services.

How Village of Lancaster staff can identify an LEP person in need of language assistance:

- Post notices of the LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons can understand.
- Provide Village of Lancaster with language identification cards to assist in identifying the language interpretation services needed if the occasion arises.
- Periodically survey Village of Lancaster staff regarding their interaction with LEP persons during the previous period (e.g., quarterly, semi-annually, and annually).
- Greet participants at the Village of Lancaster sponsored informational meeting or event. Conversational interaction with participants can help determine LEP needs for current and future events.

#### **Language Assistance Measures**

Although there is a very low percentage of LEP individuals in Village of Lancaster service area, (i.e., persons who speak English less than “very well” or “not at all”,) Village of Lancaster will take the following actions:

1. Village of Lancaster staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. The following resources will be available to accommodate LEP persons:
  - Volunteer Spanish language interpreters will be provided within a reasonable period.
  - Language interpretation services for all other languages will be accessed through a professional interpretation service.

## STAFF TRAINING

Village of Lancaster will provide staff with appropriate training that may include one or more of the following topics:

- Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- How to correctly access service provider language interpretation services
- Documentation of language assistance requests
- Handling of Title VI/LEP complaints

All contractors or subcontractors performing work for the Village of Lancaster are required to follow the Title VI/LEP guidelines.

## TRANSLATION OF DOCUMENTS

Village of Lancaster weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of document translations, the likelihood of frequent changes in documents and other relevant factors, Village of Lancaster has determined that it is an unreasonable burden to translate documents at this time. However, Village of Lancaster **will pursue free or low-cost alternatives to address LEP needs.**

Due to the very small LEP population, Village of Lancaster does not have a formal outreach procedure in place as of 2024. Translation resources have been identified and are limited in this region. However, if the need arises to conduct outreach to LEP individuals, Village of Lancaster will, in addition to the above, examine the following options:

- When staff prepares documents or schedules public meeting whose audience is expected to include LEP individuals, Village of Lancaster will provide meeting notices, flyers, and agendas in the appropriate non-English language(s).
- Village of Lancaster will assess requests for the translation of documents based on the potential effect to the LEP population.

## **MONITORING**

Monitoring and Updating the LEP Plan – Village of Lancaster will update the LEP Plan as required. The Plan will be revised when recent data from the U.S. Census and the American Community Survey is available, or when it is clear that higher concentrations of LEP individuals are present in Village of Lancaster service area. Updates to the LEP Plan will include the following:

- The number of documented LEP contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area (census data, surveys, information from community-based organizations, and other sources)
- Determination as to whether the need for translation/interpretation services has changed
- Determination of the effectiveness of language assistance efforts
- Determination of the adequacy of Village of Lancaster financial resources to fund language assistance resources
- Determination of Village of Lancaster compliance with the LEP Plan
- Determination of Village of Lancaster processing of LEP complaints

## **DISSEMINATION OF Village of Lancaster LEP PLAN**

Choose one of more actions that Village of Lancaster will take:

- Post signs in Village of Lancaster public areas informing LEP persons of the LEP Plan and how to access language services.
- Notify LEP persons of the availability, upon request, of documents in other languages. Notifications should be placed on agendas and public notices and in the language that LEP persons can understand.
- Post the LEP Plan and the procedures to access language services on Village of Lancaster website.
- Prepare and post press release in non-English languages as necessary.
- Distribute copies of press releases to advocacy groups and other organizations serving LEP populations.

**ATTACHMENT 6**

**ADA Transition Plan**

## **Village of Lancaster**

### **AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN**

#### **ADA Transition Plan**

This ADA Transition Plan reflects Village of Lancaster's long-term commitment to ADA compliance, and details the stages of Village of Lancaster's plan and timeline for: (1) evaluating accessibility by identifying any structural barriers associated with public facilities; (2) identifying accommodations and/or modifications that can be provided to make programs and services accessible; and (3) prioritizing the remediation of any deficiencies and formulating a budget and schedule for those improvements.

This Draft ADA Transition Plan will be revised and updated as the steps of the Plan are completed.

#### **INTRODUCTION**

ADA regulations prohibit discrimination against individuals on the basis of disability and require state and local governments to make their programs and services accessible to persons with disabilities. These requirements focus on providing accessibility by addressing and eliminating structural barriers associated with public facilities.

As detailed below, Village of Lancaster has made a significant and long-term commitment to improving the accessibility of its public facilities. The purpose of this Plan is to ensure that Village of Lancaster identifies prohibited structural barriers to its public facilities, and, where structurally feasible, schedules and implements ADA-required improvements in order to remove those barriers.

The ADA requires that the Transition Plan include the following components:

- 1) Identification of physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- 2) Identification of the methods to be used to remove any barriers limiting accessibility;
- 3) A schedule for completion of the necessary steps to achieve accessibility in public facilities; and
- 4) The name of the public entity's ADA Coordinator.

## **STEP 1: IDENTIFICATION OF PHYSICAL BARRIERS IN VILLAGE OF LANCASTER'S FACILITIES**

The first phase of the ADA Transition Plan is to evaluate the Village of Lancaster's public facilities for accessibility. Officials from Planning, Public Works, and Human Resources Departments will coordinate to conduct accessibility evaluations of the following facilities:

- Sidewalks, crosswalks, and curb ramps
- Publicly accessible buildings
- Parking lots serving publicly accessible buildings

For each facility evaluated, a Survey of Village of Lancaster Public Facilities ("the Survey") will be completed. Any deficiencies, suggested improvements, and observations relating to structural feasibility of improvements will be noted and recorded on the Survey.

An Inventory of Public Facilities ("the Inventory") will also be created and will serve as the central database for identified structural barriers, suggested improvements, and comments relating to structural feasibility of improvements.

### Evaluation of Sidewalks, Crosswalks, and Curb Ramps

The Survey will contain the following ratings to assess the condition of each Village of Lancaster sidewalk, crosswalk, and curb ramp:

**Rating 1 – Not Applicable:** A facility not considered to require accessibility, for example, limited-access highways.

**Rating 2 – Not Accessible:** Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding, etc.

**Rating 3 – Partially Accessible:** Not designed to current standards, problems with geometry of sidewalks, ramps and landings, no detectable warnings, handrails, etc.

**Rating 4 – Accessible:** May need additional improvements, for example circuitous routes, insufficient width, etc.

**Rating 5 – Fully Accessible:** Designed to current standards, but reasonable accommodations may still be required for individual cases.

### Evaluation of Parking Lots and Publicly Accessible Buildings

For the evaluation of publicly accessible buildings and the parking lots serving those buildings, the Survey will incorporate relevant portions of the ADA Checklist for Existing Facilities (based on the 2010 ADA Standards for Accessible Design), produced by the

Institute for Human Centered Design.  
Schedule for Completion

Village of Lancaster officials from its Planning, Public Works, and Human Resources Departments will be coordinating over the next several months to evaluate public buildings, parking lots, sidewalks, crosswalks, and curb ramps. Numerous facilities will be subject to this evaluation, and consequently this will be a substantial undertaking for the reviewing officials. The evaluations will be scheduled so as to evaluate outdoor facilities prior to the winter months (to avoid snow cover that may impede a thorough review), with any remaining evaluations of outdoor facilities to be completed by November 30, 2024. Evaluations of indoor facilities will continue during the winter months. Therefore, it is estimated that Step 1 will be completed by April 30, 2025.

## **STEP 2: IDENTIFICATION OF METHODS TO REMOVE BARRIERS**

The second phase of the Village of Lancaster ADA Transition Plan is to develop a method to remove barriers. This includes identification of the nature of needed improvements and a determination regarding structural feasibility of improvements under the ADA standards, and prioritization of necessary improvements.

Once the necessary improvements have been identified and prioritized, this information, along with a list of any improvements determined to be physically unfeasible, will be presented at a public meeting of the Village of Lancaster's Compliance Committee. It is the Village of Lancaster's practice to provide public notice of the dates and agendas of Compliance Committee meetings on the Village of Lancaster's website. This will provide the public with an opportunity to participate in the formulation of the ADA Transition Plan.

### **A. Nature of Improvements and Structural Feasibility**

The nature of necessary improvements will be determined during Step 1 – the accessibility evaluation of Village of Lancaster facilities – and will be incorporated into the ADA Transition Plan after completion of Step 1. Any improvements that Village of Lancaster officials determine are not structurally feasible, based on ADA regulations, will also be incorporated into the Plan.

### **B. Priority of Improvements**

#### Sidewalks; Crosswalks; Curb Ramps

With respect to sidewalks, crosswalks and curb ramps, the primary focus of this ADA Transition Plan is to address all ADA noncompliant facilities, defined as those locations that have a rating of "2" and "3" on the scale discussed above.

The priority of improvements to these facilities will be as follows:

- 1) Those serving publicly accessible Village of Lancaster facilities;
- 2) Those serving commercial and employment centers; and
- 3) Those serving other areas.

#### Parking Lots and Publicly Accessible Buildings

The priority of improvements to parking lots and publicly accessible spaces in Village of Lancaster buildings will be based on the severity of the accessibility barrier and the frequency of public presence at the facility. Notably, the general assessment of the Village of Lancaster Code Enforcement Officer is that Village of Lancaster facilities where public meetings take place are in substantial compliance with the ADA. All new construction or renovations to existing facilities have complied with ADA standards. As such, the Village of Lancaster does not expect that its publicly accessible buildings and parking lots will require major structural improvements.

### **STEP 3: SCHEDULE FOR COMPLETION OF NECESSARY IMPROVEMENTS**

Once the Inventory of Public Facilities has been completed, and necessary improvements have been prioritized as provided above, the Village of Lancaster will formulate an estimated budget for the improvements. The schedule for improvements will depend heavily upon the number and severity of the deficiencies identified during the accessibility evaluation, and the costs associated with the improvements. The Village of Lancaster, however, reiterates its commitment to making its public facilities accessible to all persons, regardless of disability. The Village of Lancaster's ADA Transition Plan will outline a specific schedule for improvements after Completion of Step 2, and this schedule will reflect the Village of Lancaster's commitment to ADA compliance.

#### **Michael Stegmeier**

The Village of Lancaster ADA Coordinator is ***Michael Stegmeier, Clerk-Treasurer.***

#### **Michael Stegmeier**

ADA Coordinator

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