

**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: April 28 (regular meeting)
- X 4. ABSTRACT OF AUDITED VOUCHERS
- X 5. LISTED CORRESPONDENCE
- X 6. RESOLUTIONS
- X 7. AUDIENCE PARTICIPATION
- X 8. COMMITTEE REPORTS – FOLLOW UP
- X 9. DEPARTMENT HEAD REPORTS
- 10. HEARINGS
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

MONDAY, MAY 26, 2025 (Memorial Day)

MONDAY, JUNE 9, 2025

VILLAGE OF LANCASTER, NY

April 28, 2025

OFFICIAL MEETING MINUTES

Page 1 of 8

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, April 28, 2025, at 7:00 P.M.

Trustee Malone Schaefer led the pledge to the flag.

MEETINGS TO DATE 3
NO. OF REGULARS 2
NO. OF SPECIALS 1

Attendance:

		<u>Attended / Absent</u>
William C. Schroeder	Mayor	3 / 0
Tammie E. Malone Schaefer	Trustee/ Deputy Mayor	3 / 0
John Mikoley	Trustee	3 / 0
Deirdre A. Miller	Trustee	3 / 0
Gavin J. O'Brien	Trustee	3 / 0

Also Present:

Arthur A. Herdzik	Village Attorney
Michael E. Stegmeier	Clerk-Treasurer
Wayne Cisco	Superintendent of Public Works
Thomas Kukoleca	Fire Chief – Assistant 9-2
Michael Meyer	Historic Preservation Commission Chairperson
Matthew Fischione	Town of Lancaster Supervising Code Enforcement Officer
Captain Jeff Smith	Town of Lancaster Police Department

ACCEPTANCE OF MINUTES

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to accept the minutes of the April 7, 2025 organizational meeting and the April 14, 2025 regular meeting.

Adopted Resolution: **65** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

ABSTRACT OF AUDITED VOUCHERS

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** 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 4/15/2025 to 4/28/2025.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 94 claims were approved, and that all claims were paid against the:

GENERAL FUND -----	in the amount of	\$	620,531.77
SEWER FUND -----	in the amount of	\$	13,750.63
TRUST FUND -----	in the amount of	\$	950.00
CAPITAL FUND -----	in the amount of	\$	--
EQUIPMENT RESERVE -----	in the amount of	\$	--
COMMUNITY DEVELOPMENT -----	in the amount of	\$	--
SPECIAL REPAIR RESERVE FUND -----	in the amount of	\$	--
For the period from 3/25/2025 To 4/14/2025			

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

General Fund checks # 92818 through # 92889

Sewer Fund checks # 12247 through # 12252

Trust Fund check # 2604

Adopted Resolution: **66**

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

CORRESPONDENCE:

- 1) Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, inspections, and open complaints that were filed for properties within the Village of Lancaster from April 3, 2025 – April 16, 2025.

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

Adopted Resolution: 67

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 2) Correspondence from Kristen M. Abato, 109 Avian Way, Lancaster, NY, requesting the Village Board to proclaim May 14th as Apraxia Awareness Day.

Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** to approve the proclamation as presented.

Adopted Resolution: 68

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 3) Correspondence from NYS Department of Transportation Office of Diversity, Inclusion and Opportunity providing notice that the Village of Lancaster is currently found In-Compliance with all applicable Federal and State regulations mandated for a Civil Rights Program.

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to receive and file this correspondence.

Adopted Resolution: 69

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 4) Correspondence from Picasso's Pizza & Subs, 5413 Broadway, providing notice of its renewal application for an on-premises alcoholic beverage license with a renewal date of May 31, 2025.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to receive and file this correspondence.

Adopted Resolution: 70

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 5) Correspondence from Eric Feldmann, Fire Chief, requesting to purchase 4 new SCBA cylinders from Dival Safety under NYS Contract PC69018 at a total cost of \$6,396.00 with funds available in budget line A3411-26026.

Motion by **Trustee Miller** and seconded by **Trustee Mikoley** to approve the purchase of four (4) new SCBA cylinders as presented.

Adopted Resolution: **71** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 6) Correspondence from Eric Feldmann, Fire Chief, requesting to purchase 10 new fire Pagers from Motorola Solutions (Saia Communications) under NYS OGS Contract #PT68722 at a total cost of \$4,588.00 with funds available in budget line A3411.2604.

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** to approve the purchase of ten (10) new fire pagers as presented.

Adopted Resolution: **72** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 7) Correspondence from Mike Reinhold, Planning Commission Chairperson, indicating that the Temporary Special Use Permit for outdoor dining was recommended for approval for James Spano, Papi Grande Mexican Restaurant and Cantina at 20 West Main St., Suite 100, following review by the Commission at its April 17th meeting.

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to approve the Temporary Special Use Permit for outdoor dining for Papi Grande's Restaurant as recommended for approval following review by the Planning Commission.

Adopted Resolution: **73** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 8) Correspondence from Nicholas Hirsch and Samantha Tisdale, owners of 66 and 64 Pleasant Avenue, requesting to purchase land at the east end of Palmer Avenue which is adjacent to their property.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to receive and file this correspondence and place the matter into the Economic Development Committee for further review and consideration.

Adopted Resolution: **74** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

RESOLUTIONS:

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** to approve budget transfers for the Lancaster Fire Department as follows:

- \$35.00 from A3411.401 (Office Supplies) to A3411.432 (Dues & Subscriptions)
- \$48.15 from A3411.2 (Equipment) to A3411.26043 (CO Meters)
- \$57.44 from A3411.2 (Equipment) to A3411.2602 (Helmets & Supplies)
- \$53.50 from A3411.401 (Office Supplies) to A3411.479 (Yearly Svc & Certification)

Adopted Resolution: **75** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** authorizing Mayor Schroeder to sign and approve a Member Participation Agreement with NYS Municipal Workers' Compensation Alliance for workers compensation insurance coverage for the period from 6/1/2025 to 5/31/2026.

Adopted Resolution: **76** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** authorizing Mayor Schroeder to accept and approve Proposal #24-731 from Watts Architects & Engineers for professional engineering services in the amount of \$39,600.00 for Mini Systems 4 & 7 Storm Sewer Investigations with funds available in the Sewer Fund.

Adopted Resolution: **77** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

AUDIENCE PARTICIPATION:

-none-

HEARING @ 7:15 PM

UNSAFE CONDITIONS – 81 4th AVENUE

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** to open the hearing at 7:15 p.m.

Adopted Resolution: **78** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

NOTE - This hearing is a continuance of a hearing for this matter that was held on March 10, 2025.

Natalie Grigg from Tromberg, Morris & Partners, PLLC representing M&T Bank and Tom Frederick, Associate General Counsel for M&T Bank, attended the hearing. M&T Bank holds a mortgage on the property.

Attorney Herdzik asked the M&T representatives to speak about the bank's intentions to address the concerns expressed by some of the neighbors.

Ms. Grigg stated that once the property becomes 120 days delinquent, M&T Bank will be able to start the foreclosure proceedings. They have performed inspections in February, March and April. The property will also be registered with the Statewide registry.

Mr. Frederick stated that they will keep the building inspector and Village informed throughout the process.

Within the next two weeks, the property will be registered with the NYS registry. After that, the bank will be able to secure the property and remediate immediate concerns including cleaning the trash off the back patio. The remaining trash and contents would be addressed within 1 to 2 months. They will work with the Village to determine a timeline. They do not believe that it's a zombie property.

Mr. Frederick noted that this is a small balance loan that could be charged off, but the bank prefers to work with the Village to address the concerns rather than walking away.

Matt Fischione commented that M&T Bank is following the process, and he appreciates their willingness to take on the responsibility to address concerns at the property. The goal is to turn the property into a livable and usable residence. There is an inspection every two (2) weeks by his office. He further explained

the Department of Financial Services (DFS) process and the foreclosure timeline. The property is not a public safety issue, but it is an eyesore to the neighborhood.

Motion by Trustee O'Brien and seconded by Trustee Mikoley to close the hearing at 7:24 p.m.

Adopted Resolution: **79** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

COMMITTEE REPORTS & FOLLOW UPS:
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➤ **FINANCE & CLAIMS** – Trustees Miller & O'Brien

No report.

➤ **PUBLIC WORKS** – Trustee Mikoley

He discussed the need to install new sidewalks on the east side of Lake Avenue along the west side of Veterans Park. He has been discussing it with Superintendent Cisco, and he will provide details for the next meeting for approval.

➤ **PUBLIC SAFETY** – Mayor Schroeder

He spoke with County Legislator Todaro regarding the proposed ADA crosswalk on Clark Street from the parking lot across to Town Hall. There may be funding available through the Legislator's office that can be allocated for this project.

There was a request for a crosswalk on Central Avenue at West Drullard Avenue. He wants to review this request for consideration as part of the TAP grant project.

➤ **BUILDING, LIGHTS & CODES** – Trustee Mikoley

We posted on social media about short-term rentals for public feedback before considering a proposal. There have been three responses to date. He will also meet with Matt Fischione to make sure that proposed regulations can be enforced.

➤ **HUMAN RESOURCES** – Trustee Malone Schaefer

No report.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

No report.

➤ **ECONOMIC DEVELOPMENT** – Mayor Schroeder

No report.

➤ **SEWER** – Trustee Mikoley

The Watts proposal for storm sewer investigations in MS 4 & 7 was approved earlier in the meeting. He reviewed the locations of these mini systems that will be investigated.

➤ **GRANTS – Trustee O'Brien**

Cayuga Creek Park

The construction fence has been removed around the newly constructed building and Tom Sweeney (owner) has begun cleaning up around that area. He is working with the gas company to have the torn-up spots in the grassy event area remediated.

He has a meeting with Attorney Herdzik and Clerk-Treasurer Stegmeier on Tuesday to discuss the next steps to finish the final closeout of the project.

USDA Forest Service Tree Planting (Federal) Grant

The trees were received and planted. Over 50 volunteers showed up in the rain and cold on Saturday morning to plant 21 trees.

NY Forward – LMB Pocket Park

We received the contract from NY State. He is working with Clerk-Treasurer Stegmeier on the next steps which include a couple of resolutions that will be ready for the next meeting.

NY Forward- Small Project Fund

The application period closes on Friday, May 2nd. The Selection Committee will have an opportunity to review the applications and will meet later in the month.

SAM Grant – Wayfinding & Fire Equipment

We will be able to add the Fire Department gear racks to this grant application.

➤ **TECHNOLOGY & MARKETING – Trustee Miller**

She met with Ashley in the Clerk-Treasurer's Office regarding the website, Facebook page, and contact forms page. Currently, committees, email addresses and phone numbers are not listed for board members. She will ask that the committees be listed in the contact form to help guide people to the correct point of contact for their issues.

She will contact the vendor to look into YouTube for live streaming.

➤ **CLIMATE SMART – Trustee O'Brien**

North End Fire Hall – Here is a summary of the top recommended Energy Efficiency Measures that fit within the grant budget and we must have quotes by 10/31:

- Interior Lighting- Upgrade lighting to LED
- Improve Temperature Control- New thermostats
- Building Airflow Reduction-Weather stripping and sealing
- Install Duct Insulation
- Install Double Glazing

DPW Superintendent and Fire Chief are in agreement with these listed priorities.

There is a battery storage webinar on Wednesday, May 7th that Amy Stypa will attend to represent the Climate Smart Committee.

Starting this month, the management platform for EV charging stations will change from EV Connect to SynergEV. There are no expected changes for the Village or for the users of the stations.

There is a tree dedication event on West Main Street on Saturday, May 3rd at 10:00 a.m.

The Community Tree Planting event took place last weekend.

Mayor Schroeder commented on his attendance at the Arbor Day Ceremony and the tribute to honor veterans as part of the event.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:
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➤ **SUPERINTENDENT OF PUBLIC WORKS** – Wayne Cisco

All of the trees are planted for the spring.

Private side inspections are completed.

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

Annual mandatory NYS Sexual Harassment Prevention training classes are scheduled for Wednesday, May 7th at 10:00 a.m. and Thursday, May 8th at 6:00 p.m. at the Municipal Building.

His office is working to close out the sewer bill accounts for 2024-2025 to levy unpaid balances on the upcoming village tax bills.

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

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

May is Building Safety month.

Trustee Mikoley asked about a property on Quincy Avenue where there was a fire a few years ago. It was noted that a restoration permit is in place for the property, and there is no specific timeline for completion of the work.

➤ **TOWN POLICE DEPARTMENT** – Captain Smith

He commented that there will need to be sufficient barricades for the Cinco de Mayo event for public safety with the expected large crowds.

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

He commented on the hearing for 81 Fourth Avenue earlier in the meeting. There was no specific action taken by the Village Board following the hearing and he recommends that it should be noted as part of the resolution and formal record of the meeting.

Motion by **Mayor Schroeder** and seconded by **Trustee O'Brien** to document that no action was taken regarding the property at 81 Fourth Avenue following the conclusion of the hearing to consider potentially unsafe conditions at the property.

Adopted Resolution: **80**

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

➤ **HISTORIC PRESERVATION COMMISSION** – Michael Meyer

No report.

MISCELLANEOUS:

Representatives from Flock Safety attended the work session at 6:00 p.m. prior to the regular meeting to give a presentation and review a proposal for video camera services for the purpose of public safety. There was no action taken or further discussion of the proposal during the meeting.

ADJOURNMENT:

Motion by **Mayor Schroeder** and seconded by **Trustee Malone Schaefer** to adjourn the meeting at 7:30 p.m. in memory of Dennis Przykuta and Nancy Lyon.

Adopted Resolution: **81**

Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Respectfully submitted,

Michael E. Stegmeier
Clerk – Treasurer

ABSTRACT

May 12, 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

April 29, 2025 to May 14, 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 \$ 151,969.42

SEWER FUND -----in the amount of \$ 13,794.51

TRUST FUND -----in the amount of \$ 177.50

CAPITAL FUND -----in the amount of \$

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

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

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

TOTAL 165,941.43

For the period from April 15, 2025 to April 28, 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.

Total Claims.....	<u>69</u>
General Fund Ck#.....	<u>92890-92941</u>
Sewer Fund Ck#.....	<u>12247-12258</u>
Trust Fund Ck#.....	<u>2605</u>
Capital Fund Ck#.....	<u> </u>
Community Development Fund Ck#	<u> </u>

Mayor William Schroeder

Abstract Summary of Funds

Board Meeting Date: May 14, 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	\$ 69,667.55	\$ 5,474.92	\$ 177.50	
2024-2025 Budget				
TASC - March	\$ 6,997.04			
Payroll Voucher 4/25/2025	\$ 69,887.72	\$ 7,728.37		
FICA Voucher 4/25/2025	\$ 5,417.11	\$ 591.22		

TOTALS	\$ 151,969.42	\$ 13,794.51	\$ 177.50	\$ -
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TOTAL ALL FUNDS	\$ 165,941.43
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LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

04/28/2025

01:48 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 Apv: 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
25-01365	04/17/25 ADAMC005 CORY ADAMCZAK									
1	PLANNING - MEMBER	\$90.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	04/17/25	04/17/25		4/17/2025
25-01366	04/17/25 ALLEI005 JAMES ALLEIN									
1	PLANNING COMMISSION - MEMBER	\$90.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	04/17/25	04/17/25		4/17/2025
25-01367	04/24/25 AMERI005 AMERICAN PUBLIC WORKS ASSOC.									
1	APWA MEMBERSHIP	\$33.75	A -5010-471-000	E	STREETS ADMINISTRATION-EXPEN	R	04/24/25	04/24/25		000868780
2	APWA MEMBERSHIP	\$11.25	G -8115-471-000	E	ADMINISTRATION-TRAINING	R	04/24/25	04/24/25		000868780
		<u>\$45.00</u>								
25-01368	04/24/25 APPLI010 APPLIED INDUSTRIAL TECH									
1	SHOP RESTOCK	\$444.54	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	04/24/25	04/24/25		7031899025
2	SHOP RESTOCK	\$444.53	A -8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	04/24/25	04/24/25		7031899025
3	SHOP RESTOCK	\$444.53	A -8560-452-000	E	SHADE TREES-TRUCK REPAIR & M,	R	04/24/25	04/24/25		7031899025
4	SHOP RESTOCK	\$444.53	G -8120-453-000	E	SANITARY SEWERS-REPAIRS & MA	R	04/24/25	04/24/25		7031899025
		<u>\$1,778.13</u>								
25-01369	04/17/25 ASPOS005 ASPOSTO, CONNOR									
1	PLANNING COMMISSION - MEMBER	\$90.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	04/17/25	04/17/25		4/17/2025
25-01370	04/17/25 BUSZC005 BUSZKA, ALEXANDER									
1	PLANNING COMMISSION - MEMBER	\$90.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	04/17/25	04/17/25		4/17/2025

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
25-01371	04/24/25	BXICO005	BXI CONSULTANTS, INC						
1	COLORED PRINT CHARGES	\$9.21	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTU	R	04/24/25	04/24/25	252384
25-01372	04/25/25	CHART005	CHARTER COMMUNICATIONS						
1	RECEIVERS & BASIC TV DPW	\$42.24	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTU	R	04/25/25	04/25/25	141774001040725
25-01373	04/24/25	COLOR005	COLOR005 COLORED EPOXIES						
1	EPOXY FOR LMB ASSEMBLYROOM	\$699.98	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	04/24/25	04/24/25	D4514
25-01374	04/24/25	COLOR005	COLOR005 COLORED EPOXIES						
1	LFD GEAR ROOM SUPPLIES	\$278.64	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	04/24/25	04/24/25	D4484/D4485
2	LFD GEAR ROOM SUPPLIES	\$110.00	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	04/24/25	04/24/25	D4484/D4485
			<u>\$388.64</u>						
25-01375	04/24/25	CRYST005	CRYSTAL ROCK LLC						
1	DPW & CTO ACCOUNTS	\$146.89	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTU	R	04/24/25	04/24/25	17800284
2	DPW & CTO ACCOUNTS	\$40.47	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	04/24/25	04/24/25	17800284
3	DPW & CTO ACCOUNTS	\$13.99	A -1620-435-000	E	SHARED SERVICES - CONTRACTU/	R	04/24/25	04/24/25	17800284
			<u>\$201.35</u>						
25-01376	04/24/25	CURTI005	CURTIS, JULIE						
1	REIMURSEMENT-GLOVES-BEAUTIFIC.	\$95.84	A -8510-401-000	E	BEAUTIFICATION - SUPPLIES & MAI	R	04/24/25	04/24/25	3/2/2025
25-01377	04/24/25	DELAG005	DELAGE LANDEN FINANCIAL SVC						
1	MAY 2025	\$710.00	A -1325-435-200	E	FINANCE TREASURER - SVC MAINT	R	04/24/25	04/24/25	589965137
25-01378	04/22/25	DIVAL005	DIVAL SAFETY EQUIP. INC.						
1	ANNUAL INSP & REPAIR 4GAS MET.	\$173.60	A -3411-260-430	E	FIRE DEPT-CO DETECTOR METERS	R	04/22/25	04/22/25	368898
25-01379	04/25/25	EATON005	EATON OFFICE SUPPLY						
1	SCISSORS & LABELS	\$16.62	A -8090-435-000	E	ENVIRONMENTAL - CONTRACTUAL	R	04/25/25	04/25/25	PINV1265145
25-01380	04/24/25	ERIEC015	ERIE COUNTY COMPTROLLER						

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
					25-01380	04/24/25	ERIEC015	ERIE COUNTY COMPTROLLER		Account Continued					
					1	VOL TAX PREP COSTS 2025	\$2,038.11	A -1325-435-100	E	FINANCE TREASURER - PRNT OF C	R	04/24/25	04/24/25		1800079527
					25-01381	04/25/25	ERIEC015	ERIE COUNTY COMPTROLLER							
					1	2 HR PARKING SIGNS ROUNDABOUT	\$114.71	A -5110-412-000	E	STREETS MAINT-SIGNS	R	04/25/25	04/25/25		1800079737
					25-01382	04/25/25	FERRY005	FERRY INC							
					1	HOSE ASSEMBLY TK 126	\$250.84	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT.TI	R	04/25/25	04/25/25		64896
					25-01383	04/24/25	FIRE005	FIRE SAFETY SYSTEMS							
					1	DPW/LMB ANNUAL INSPECTION	\$720.00	A -1620-437-000	E	SHARED SERVICES - FIRE ALARM	R	04/24/25	04/24/25		66644
					2	DPW/LMB ANNUAL INSPECTION	\$720.00	A -1640-437-000	E	DEPT PUBLIC WORKS GRGE-FIRE /	R	04/24/25	04/24/25		66645
								\$1,440.00							
					25-01384	04/24/25	FOLTA005	FOLTARZ, WALTER							
					1	REPLACE SIREN CONTROLLER	\$140.59	A -1621-450-000	E	NORTH END FIRE HALL - REPAIRS	R	04/24/25	04/24/25		0105
					25-01385	04/22/25	HADSA010	HADSALL, RYAN							
					1	JUDGE ROBE DRY CLEANING	\$20.00	A -1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R	04/22/25	04/22/25		4/16/2025
					25-01386	04/25/25	HEALT015	HEALTHWORKS - WNY LLP							
					1	RANDOM DRUG TESTING	\$417.00	A -5010-472-000	E	STREETS ADMIN-ALCOHOL & DRUG	R	04/25/25	04/25/25		532242
					25-01387	04/24/25	HIGHM005	HIGHMARK BCBSWNY							
					1	MAY HEALTH INSURANCE	\$23,369.21	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	04/24/25	04/24/25		MAY 2025
					2	MAY HEALTH INSURANCE	\$1,966.82	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M	R	04/24/25	04/24/25		MAY 2025
								\$25,336.03							
					25-01388	04/24/25	INDEP005	INDEPENDENT HEALTH							
					1	MAY HEALTH INSURANCE	\$2,172.65	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	04/24/25	04/24/25		4068542
					2	MAY HEALTH INSURANCE	\$173.69	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M	R	04/24/25	04/24/25		4068542
								\$2,346.34							
					25-01389	04/25/25	KSCON005	K & S CONTRACTORS SUPPLY INC.							

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				
25-01389	04/25/25 KSCON005 K & S CONTRACTORS SUPPLY INC.				Account Continued									
1	GRADE RINGS, ET AL RECEIVERS	\$838.00	A -8540-414-000	E	DRAINAGE-MATERIALS & PIPE	R	04/25/25	04/25/25		25-4183				
25-01390	04/24/25 LABEL005 LABELLA ASSOCIATES													
1	1/25-3/28 NY FORWARD GRANT	\$1,730.78	A -8989-435-000	E	ECONOMIC DEV-CONTRACTUAL SE	R	04/24/25	04/24/25		260570				
25-01391	04/22/25 LANCA050 LANCASTER FIRE DEPT.													
1	REIMBURSEMENT LFD CHAPLIN	\$350.00	A -3411-470-000	E	FIRE DEPT-TRAINING	R	04/22/25	04/22/25		CHAPLIN CONF 25				
25-01392	04/18/25 MILLE025 MILLER, SAMUEL													
1	PLANNING COMMISSION MEMBER	\$90.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	04/18/25	04/18/25		4/18/2025				
25-01393	04/25/25 MITCH005 MITCHELL GREENHOUSE													
1	16 CU YDS OF POTTING SOIL	\$1,512.00	A -8510-401-000	E	BEAUTIFICATION - SUPPLIES & MA	R	04/25/25	04/25/25		468310/468314				
25-01394	04/25/25 MITCH005 MITCHELL GREENHOUSE													
1	4 CU YDS POTTING SOIL	\$378.00	A -8510-401-000	E	BEAUTIFICATION - SUPPLIES & MA	R	04/25/25	04/25/25		468325				
25-01395	04/25/25 NAPAA010 NAPA AUTO PARTS													
1	PARTS & SUPPLIES MARCH 2025	\$530.73	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	04/25/25	04/25/25		MARCH 2025				
2	PARTS & SUPPLIES MARCH 2025	\$442.29	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	04/25/25	04/25/25		MARCH 2025				
3	PARTS & SUPPLIES MARCH 2025	\$293.13	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	04/25/25	04/25/25		MARCH 2025				
4	PARTS & SUPPLIES MARCH 2025	\$101.73	A -7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT	R	04/25/25	04/25/25		MARCH 2025				
5	PARTS & SUPPLIES MARCH 2025	\$64.66	A -8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT I	R	04/25/25	04/25/25		MARCH 2025				
		\$1,432.54												
25-01396	04/24/25 NATIO015 NATIONAL FUEL													
1	LMB ACCOUNT - 3/14-4/14	\$1,637.30	A -1620-440-000	E	SHARED SERVICES - GAS	R	04/24/25	04/24/25		309086603				
25-01397	04/24/25 NATIO015 NATIONAL FUEL													
1	NEFH 3/7-4/10 2025	\$451.37	A -1621-440-000	E	NORTH END FIRE HALL - GAS	R	04/24/25	04/24/25		32773320 03				
25-01398	04/24/25 NATIO015 NATIONAL FUEL													
1	DPW- 3/10-4/8	\$2,023.96	A -1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R	04/24/25	04/24/25		3277341 02				

PO #	PO Date	Vendor	Contract PO Type		Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-01399	04/25/25	NEWEN005	NEW ENTERPRISE STONE & LIME CO									
1	9.5 MM ASPHALT HOT PATCH REP.			E	\$622.22	A -5110-434-000		STREETS MAINT-PAVING & RECONI	R	04/25/25	04/25/25	8537659
25-01400	04/24/25	NEWEN005	NEW ENTERPRISE STONE & LIME CO									
1	ASPHALT			E	\$413.33	A -5110-413-000		STREETS MAINT-RESURFACING M/I	R	04/24/25	04/24/25	8540962
25-01401	04/25/25	NOCOE005	NOCO ENERGY CORP- FUELS									
1	BULK FUEL AS NEEDED			E	\$105.53	A -5110-416-000		STREETS MAINT-GASOLINE & OIL	R	04/25/25	04/25/25	SP13028696
2	BULK FUEL AS NEEDED			E	\$105.53	A -5132-416-000		SNOW REMOVAL-GASOLINE & OIL	R	04/25/25	04/25/25	SP13028696
3	BULK FUEL AS NEEDED			E	\$105.53	A -7110-416-000		PARKS-GAS & OIL	R	04/25/25	04/25/25	SP13028696
4	BULK FUEL AS NEEDED			E	\$105.53	A -8160-416-000		REFUSE & GARBAGE-GASOLINE & OIL	R	04/25/25	04/25/25	SP13028696
5	BULK FUEL AS NEEDED			E	\$105.53	A -8540-416-000		DRAINAGE-GASOLINE & OIL	R	04/25/25	04/25/25	SP13028696
6	BULK FUEL AS NEEDED			E	\$105.52	A -8560-416-000		SHADE TREES-GASOLINE & OIL	R	04/25/25	04/25/25	SP13028696
7	BULK FUEL AS NEEDED			E	\$105.52	G -8120-416-000		SANITARY SEWERS-FUEL & LUBE	R	04/25/25	04/25/25	SP13028696
					<u>\$738.69</u>							
25-01402	04/24/25	NOCOE005	NOCO ENERGY CORP- FUELS									
1	DIESEL FUEL			E	\$166.10	A -3411-416-000		FIRE DEPT-GASOLINE & OIL	R	04/24/25	04/24/25	SP 13038501
2	DIESEL FUEL			E	\$166.09	A -5110-416-000		STREETS MAINT-GASOLINE & OIL	R	04/24/25	04/24/25	SP 13038501
3	DIESEL FUEL			E	\$166.09	A -8170-416-000		STREET CLEANING-GASOLINE & OIL	R	04/24/25	04/24/25	SP 13038501
4	DIESEL FUEL			E	\$166.09	G -8120-416-000		SANITARY SEWERS-FUEL & LUBE	R	04/24/25	04/24/25	SP 13038501
					<u>\$664.37</u>							
25-01403	04/24/25	NOCOE005	NOCO ENERGY CORP- FUELS									
1	DIESEL FUEL			E	\$412.65	A -5110-416-000		STREETS MAINT-GASOLINE & OIL	R	04/24/25	04/24/25	SP13031084
2	DIESEL FUEL			E	\$203.32	A -8560-416-000		SHADE TREES-GASOLINE & OIL	R	04/24/25	04/24/25	SP13031084
3	DIESEL FUEL			E	\$127.02	G -8120-416-000		SANITARY SEWERS-FUEL & LUBE	R	04/24/25	04/24/25	SP13031084
					<u>\$742.99</u>							
25-01404	04/25/25	NORTH045	NORTHRIDGE NURSERY AND GARDEN									
1	ESPOMA BIO TONE STARTER			E	\$547.20	A -8560-475-000		SHADE TREES-UNCLASSIFIED	R	04/25/25	04/25/25	882762
25-01405	04/25/25	N0000015	NY SEG									

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	
Account Continued																			
25-01405		04/25/25		N Y S E G															
1		5 AURORA ST. 3/5-4/2 2025		\$100.11		A -5182-438-000		E		STREET LIGHTING-HWY LIGHTING-		R		04/25/25 04/25/25				10017804781	
25-01406		04/24/25		NYSUR005		NYS URBAN FORESTRY COUNCIL													
1		REG FEES ELECTRICAL HAZARDS		\$140.00		A -5010-406-000		E		STREETS ADMINISTRATION-PROF -		R		04/24/25 04/24/25				NYSUFC042325	
25-01407		04/22/25		OCCUS005		OCCUSTAR INC													
1		FIREFIGHTER PHYSICALS X 3		\$158.00		A -3411-471-000		E		FIRE DEPT-PHYSICALS		R		04/22/25 04/22/25				13788	
25-01408		04/24/25		PITNE025		PITNEY BOWES RESERVE ACCOUNT													
1		REFILL ON POSTAGE METER		\$2,500.00		A -1325-436-000		E		FINANCE TREASURER - POSTAGE		R		04/24/25 04/24/25				4/23/2025	
25-01409		04/17/25		REILL005		ELIZABETH REILLY-MEEGAN													
1		PLANNING COMMISSION MEMBER		\$90.00		A -8020-434-000		E		PLANNING-PROF SERVICES PC ME		R		04/17/25 04/17/25				4/17/2025	
25-01410		04/17/25		REINH005		REINHOLD, MICHAEL													
1		PLANNING COMMISSION - CHAIR		\$115.00		A -8020-434-000		E		PLANNING-PROF SERVICES PC ME		R		04/17/25 04/17/25				4/17/2025	
25-01411		04/25/25		RUSSE005		RUSSELL'S TREE & SHRUB FARM													
1		PALLET OF TREE STAKES		\$960.00		A -8560-475-000		E		SHADE TREES-UNCLASSIFIED		R		04/25/25 04/25/25				2-950004	
25-01412		04/22/25		SAIAC005		SAIA COMMUNICATIONS INC													
1		REPAIR OF A PAGER		\$195.00		A -3411-260-700		E		FIRE DEPT-RADIO EQUIPMENT MAI		R		04/22/25 04/22/25				930001125-1	
25-01413		04/16/25		SCHIC005		SCHICHTEL'S NURSERY, INC.													
1		121 TREES		\$9,541.00		A -8560-434-000		E		SHADE TREES-TREES		R		04/16/25 04/16/25				002882901	
25-01414		04/16/25		SCHIC005		SCHICHTEL'S NURSERY, INC.													
1		2 RED BUD TREES ARBOR DAY		\$144.00		A -8560-434-000		E		SHADE TREES-TREES		R		04/16/25 04/16/25				002910501	
25-01415		04/25/25		SCRAN005		SCRANTON'S THRUWAY BUILDERS SU													
1		QUIKRETE RECEIVER REPAIRS		\$801.80		A -8540-414-000		E		DRAINAGE-MATERIALS & PIPE		R		04/25/25 04/25/25				125-100997	
25-01416		04/24/25		SHERI005		SHERIDAN HR LLC													

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-01416	04/24/25	SHERIDAN HR LLC						Account Continued					
1		HR CONSULTING - APRIL 2025			\$2,700.00	A -1010-435-600	E	BOARD OF TRUSTEES - H/R CONSL	R	04/24/25	04/24/25		2829
25-01417	04/25/25	SITEO005						SITE ONE LANDSCAPE SUPPLY, LLC					
1		PLOW DAMAGE AND STUMPS			\$214.00	A -5132-414-000	E	SNOW REMOVAL-MATERIALS-SNOW	R	04/25/25	04/25/25		151550326-001
2		PLOW DAMAGE AND STUMPS			\$214.00	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	04/25/25	04/25/25		151550326-001
					\$428.00								
25-01418	04/24/25	BEEGR005						SMG-BATAVIA, LLC					
1		ZBA 118 BRUNSWICK RD.			\$83.12	A -8010-430-000	E	ZONING-PRINTING & ADVERTISING	R	04/24/25	04/24/25		BE50FE57-0030
25-01419	04/24/25	SCRAN005						SCRANTON'S THRUWAY BUILDERS SU					
1		SHOVELS 4 TREE PLANTING			\$257.70	A -8560-250-000	E	SHADE TREES-OTHER EQUIPMENT-S	R	04/24/25	04/24/25		125-101103
25-01420	04/24/25	THESH005						THE SHERWIN-WILLIAMS CO.					
1		EPOXY SPIKES 4 BUILDING UPDATE			\$356.97	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	04/24/25	04/24/25		52413
25-01421	04/25/25	TONYM005						TONY MARTIN AWARDS INC.					
1		2 PLAQUES			\$287.40	A -1210-402-000	E	EXECUTIVE MAYOR - PLAQUES & A	R	04/25/25	04/25/25		92353
25-01422	04/17/25	TONYM005						TONY MARTIN AWARDS INC.					
1		ARBOR DAY PLAQUE			\$48.00	A -8560-400-000	E	SHADE TREES-EDUCATIONAL MAT	R	04/17/25	04/17/25		92678
25-01423	04/24/25	WATTS005						WATTS ARCHITECTURE & ENGINEERS					
1		LANCASTER SEWERS PROF SVCS REN			\$2,480.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R	04/24/25	04/24/25		44491
25-01424	04/22/25	WITME005						WITMER PUBLIC SAFETY GROUP					
1		VARIOUS REWARD PROGRAM ITEMS			\$93.06	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		660857
2		VARIOUS REWARD PROGRAM ITEMS			\$89.69	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		662605
3		VARIOUS REWARD PROGRAM ITEMS			\$100.00	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		663333
4		VARIOUS REWARD PROGRAM ITEMS			\$150.00	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		663334
5		VARIOUS REWARD PROGRAM ITEMS			\$110.87	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		664848
6		VARIOUS REWARD PROGRAM ITEMS			\$30.30	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		665138
7		VARIOUS REWARD PROGRAM ITEMS			\$172.03	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	04/22/25	04/22/25		666140

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-01424	04/22/25	WITME005	WITMER PUBLIC SAFETY GROUP					Account Continued				
8			VARIOUS REWARD PROGRAM ITEMS	E	\$57.85	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	666150
9			VARIOUS REWARD PROGRAM ITEMS	E	\$170.08	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	666193
10			VARIOUS REWARD PROGRAM ITEMS	E	\$100.00	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	667113
11			VARIOUS REWARD PROGRAM ITEMS	E	\$142.50	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	667469
12			VARIOUS REWARD PROGRAM ITEMS	E	\$7.50	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	667781
13			VARIOUS REWARD PROGRAM ITEMS	E	\$31.64	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	669692
14			VARIOUS REWARD PROGRAM ITEMS	E	\$100.00	A -3411-440-000		FIRE DEPT-RECRUITMENT/RETENT R		04/22/25	04/22/25	658063
					\$1,355.52							
25-01425	04/24/25	WOODC005	WOODCUTTERS HEADQUARTERS INC.									
1			TILLER FOR LANDSCAPING	E	\$359.99	A -5110-200-000		STREETS MAINT-EQUIPMENT-MILT	R	04/24/25	04/24/25	522536
25-01426	04/28/25	CHART020	CHARTER COMMUNICATION									
1			INTERNET&VOICE ALL LOCATIONS	E	\$545.00	A -1325-474-000		FINANCE TREASURER - WEB SITE	R	04/28/25	04/28/25	VARIOUS
25-01427	04/28/25	EATON005	EATON OFFICE SUPPLY									
1			STAMP DATER - CLERK	E	\$69.04	A -1325-401-000		FINANCE TREASURER - OFFICE SU	R	04/28/25	04/28/25	PINV1265812
25-01428	04/28/25	N0000015	N Y S E G									
1			RICHMOND AVE 2/1 - 4/22 2025	E	\$88.08	A -7110-438-000		PARKS-ELECTRIC	R	04/28/25	04/28/25	10049304933
25-01429	04/28/25	STATE005	STATE COMPTROLLER-JUSTICE FUND									
1			MARCH 2025 VILLAGES SHARE	G	\$177.50	T -061-000		TRUST FUND, COURT & TRUST	R	04/28/25	04/28/25	1442600-2025-03
25-01430	04/28/25	PURCH005	PURCHASE POWER									
1			POSTAGE METER REFILL	E	\$541.76	A -1325-436-000		FINANCE TREASURER - POSTAGE	R	04/28/25	04/28/25	8000-9090-1166
Total Purchase Orders: 66					Total P.O. Line Items: 105	Total List Amount: \$75,319.97		Total Void Amount: \$0.00				

Totals by Year-Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
	5-A	\$69,667.55	\$0.00	\$0.00	\$69,667.55
	5-G	\$5,474.92	\$0.00	\$0.00	\$5,474.92
	5-T	\$0.00	\$0.00	\$177.50	\$177.50
Total Of All Funds:		\$75,142.47	\$0.00	\$177.50	\$75,319.97
Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
	A	\$69,667.55	\$0.00	\$0.00	\$69,667.55
	G	\$5,474.92	\$0.00	\$0.00	\$5,474.92
	T	\$0.00	\$0.00	\$177.50	\$177.50
Total Of All Funds:		\$75,142.47	\$0.00	\$177.50	\$75,319.97

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

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	5-A	\$69,667.55	\$0.00	\$0.00	\$0.00	\$69,667.55
	5-G	\$5,474.92	\$0.00	\$0.00	\$0.00	\$5,474.92
	Total Of All Funds:	\$75,142.47	\$0.00	\$0.00	\$0.00	\$75,142.47

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LANCASTER VILLAGE
Expenditure Entry Verification Listing

Page No: 1

Batch Id: TASC Batch Date: 04/08/25 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 - MARCH Cr: A -200-000 CASH	6,997.04		1

WARNING: This account would have a negative balance: A -9060-800-000. Balance would be: 52,472.03-.

WARNING: Control Acct would have a negative balance but error was overridden: A -9060-800-000. Balance would be: 52,472.03-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,997.04	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,997.04	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	6,997.04
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 warnings in this listing, but can proceed with update.

Batch Id: PAYROLL Batch Date: 04/25/25 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 4/25/2025 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 4/25/2025 Cr: A -200-000 CASH	2,461.97		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	610.05		3
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	5,386.08		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 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 4/25/2025 Cr: A -200-000 CASH	2,268.96		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	172.43		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	12,599.33		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 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 4/25/2025 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 4/25/2025 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 4/25/2025 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 4/25/2025 Cr: A -200-000 CASH	181.50		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 4/25/2025 Cr: A -200-000 CASH	6,987.89		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	10,345.70		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	69.02		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	1,705.93		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/25/2025 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 4/25/2025 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 4/25/2025 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 4/25/2025 Cr: A -200-000 CASH	4,391.50		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	2,312.17		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	2,044.22		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	10,296.06		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: A -200-000 CASH	96.13		27

April 28, 2025
12:45 PM

LANCASTER VILLAGE
Expenditure Entry Verification Listing

Page No: 3

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 4/25/2025 Cr: A -522-000 EXPENDITURE CONTROL	924.23-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/25/2025 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 4/25/2025 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 4/25/2025 Cr: G -200-000 CASH	2,842.73		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/25/2025 Cr: G -200-000 CASH	4,885.64		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 4/25/2025 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 4/25/2025 Cr: A -200-000 CASH	1,831.50		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/25/2025 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 4/25/2025 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 4/25/2025 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 4/25/2025 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 4/25/2025 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 4/25/2025 Cr: A -200-000 CASH	3,030.00		41

WARNING: This account would have a negative balance: A -1210-100-000. Balance would be: 1,030.48-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	69,887.72	0.00	0.00	0.00	0.00	0.00
	G	7,728.37	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		77,616.09	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	77,616.09
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.

April 28, 2025
12:33 PM

LANCASTER VILLAGE
Expenditure Entry Verification Listing

Page No: 1

Batch Id: FICA Batch Date: 04/25/25 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 4/28/2025 Cr: A -200-000 CASH	5,417.11		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 4/28/2025 Cr: G -200-000 CASH	591.22		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,417.11	0.00	0.00	0.00	0.00	0.00
	G	591.22	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,008.33	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,008.33
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	2	

There are NO errors in this listing.

LISTED CORRESPONDENCE

May 12, 2025

	1 st Motion	2 nd Motion	
1.	_____	_____	Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, expired permits, and open complaints that were filed for properties within the Village of Lancaster from April 17, 2025 – May 1, 2025.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
2.	_____	_____	Correspondence from Joseph Brunet, Lancaster VFW, inviting Village officials to participate in the Memorial Day Services and Parade on Monday, May 26, 2025, starting at 9:00 a.m. at Veterans Park on Lake Avenue.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
3.	_____	_____	Correspondence from St. Mary's High School providing a Special Events Application for its Graduation Celebration on May 22, 2025, requesting use of the Village's tall top tables.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
4.	_____	_____	Correspondence from Lancaster Fire Department providing a Special Events Application for its Ceremonial Inspection on May 31, 2025, starting at 9:00 a.m. at Firefighters Park.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
5.	_____	_____	Correspondence from Judge Hadsall and Judge Bumbalo advising that the records and docket for the Lancaster Village Court for Fiscal Year 2024-2025 will be made available for examination as part of the Village's annual audit.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
6.	_____	_____	Correspondence from NYS Homes and Community Renewal stating that the Village of Lancaster has been certified as a Pro-Housing Community which provides eligibility to apply for various discretionary funding programs which requires this certification.
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	
7.	_____	_____	Correspondence from DPW Superintendent Wayne K. Cisco requesting the Village Board to buy back one week (40 hours) of his unused vacation time for fiscal year 2024-2025.
	<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>	
10.	_____	_____	
	<u>ACTION -</u>	<u>Rec/File</u> <u>Refer to:</u>	

LISTED # 1
CORRESPONDENCE
MEETING DATE 5/12/2025

VILLAGE COVER SHEET

MAY 5, 2025 BOARD MEETING

PERMITS ISSUED **29**

VILLAGE PERMIT TOTAL

INSTALL FENCE	2
INSTALL ROOF	6
INSTALL SIGN	1
ERECT DECK	1
DUMPSTER	2
INSTALL POOL	1
ERECT GARAGE	2
ERECT PORCH/PORCH COVER	1
DEMO INTERIOR BUILDING	1
INSTALL RESIDENTIAL PLUMBING	1
ERECT FRONT PORCH GAZEBO	1
ERECT REAR PORCH GAZEBO	1
ERECT RESIDENTIAL ADD/ALT	3
ERECT COMMERCIAL ADD/ALT	3
ERECT COMMERCIAL BUILDING	2
INSTALL SOLAR PANELS	1
TOTAL PERMITS FOR THE VILLAGE	29

Besroi Construction	3825 Walden Ave.	Commercial add/alt
Michael Stablewski	5513 Broadway St.	Garage
Visone Co Site Dev. LLC	3825 Walden Ave.	New Commercial Bldg.
Visone Co Site Dev. LLC	3825 Walden Ave.	New Commercial Bldg.
Cassillo Development Inc.	50 Central Ave.	Commercial Add/Alt
Big Papa's Creamery, LLC	20 W. Main St.	Commercial Add/Alt
Daniel White	20 Winfield Ave.	Porch/Porch Cover
Atlantic Garages	36 Verterans Dr.	Garage
Jens Richter	28 Colonial Ave.	Residential Add/Alt.
Jens Richter	28 Colonial Ave.	Rear & Rear Porch
James Gross	8 Clark St.	Residential Plumbing
Thrifty Roofs LLC	15 Cayuga Ave.	Roof
Junk Escape And Demolition	112 Norris Ave.	Demo Interior Bldg.
R & L Fence	32 Lancaster Ave.	Fence
All Pro Team Corp.	101 Kurtz Ave.	Residential Add/Alt.
Neth & Sons Inc.	30 Waltham Ave.	Roof
2230 South Park LP	1825 Como Park Blvd.	Sign
Irrevocable Trust Bruce	5639 Broadway St.	Deck
NYS Essential Power Inc.	59 Sixth Ave.	Solar Panels
Alyssa Koch	88 Sawyer Ave.	Roof
Joseph Macaluso	16 Ashley Dr.	Dumpster
Michael Stablewski	5513 Broadway St.	Fence
Daniel Plumbo	64 Pardee Ave.	Dumpster
All Pro Corp.	1012 Kurtz Ave.	Residential Add/Alt.
Jeffrey Baron	46 Woodlawn Ave.	Pool
Hometeck Roofing/Remodeling	126 Pleasant Ave.	Roof
Besroi Construction	70 Lancaster Ave.	Roof
Besroi Construction	122 Irwinwood South	Roof

Town of Lancaster

Expired Permits Report

04/17/2025 - 05/02/2025

Permit #	Location	Description of Work	Permit Date	Exp. Date
P-2024-36720	Cynthia McIntosh 87 Lake Ave	Complete tear off and install new shingles with 6' ice shield	04/19/2024	04/19/2025
P-2024-36724	135 Erie St	Replacement of existing deck as shown on construction drawings and re supporting of upper overhang.	04/19/2024	04/19/2025
P-2024-36735	52 Garfield St	Complete tear off and install new shingles with 6' ice shield	04/23/2024	04/23/2025
P-2024-36759	11 Saint Joseph St	Roof- Complete tear off and replacement	04/29/2024	04/29/2025
P-2024-36761	5558 Broadway St	Complete tear off to front upper roof and replace with new shingles with 6' ice shield	04/29/2024	04/29/2025
P-2024-36762	27 Caswell St	324 SF Bedroom addition as shown on construction drawings and plot plan.	04/29/2024	04/29/2025
P-2024-36767	27 Brandel Ave	Fence-225 LF of 4' and 6' fence as plotted on survey	04/29/2024	04/29/2025
P-2024-36770	68 Church St	24' diameter above ground pool located at least 5ft from side and rear property lines and 10ft from dwelling. as per survey.	04/30/2024	04/30/2025
P-2024-36779	225 Erie St	22"x60" sign panel addition as shown on sketches and work scope,	05/01/2024	05/01/2025
P-2024-36784	45 Kurtz Ave	Complete tear off and replacement as shown on contract	05/02/2024	05/02/2025
P-2024-37504	53 Lombardy St	Dumpster in driveway for 3 weeks.	10/24/2024	04/24/2025

Total Expired Permits: 11

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
Open Date: 04/17/25						
2025-0303	24 School St	104.83-1-6	Exterior Property Maint	Closed	Jonathan Cocca	
2025-0305	16 Ashley Dr	115.11-10-26	Work w/out Permit	Open	Terrance Vatter	
2025-0306	1919 Como Park Blvd	115.11-1-12	Exterior Property Maint	Open	Antoinette Tavernier	
				Open Date: 04/17/25	Total #: 3	
Open Date: 04/21/25						
2025-0308	3515 Walden Ave	104.11-2-9	Trash/Rubbish	Open	Robert Buza	
2025-0310	5654 Broadway St	115.28-2-9	Exterior Property Maint	Open	Anthony Yavicoli	
				Open Date: 04/21/25	Total #: 2	
Open Date: 04/22/25						
2025-0312	280 Lake Ave	115.12-4-26	Misc	Closed	City Place Properties LLC	
				Open Date: 04/22/25	Total #: 1	
Open Date: 04/24/25						
2025-0315	198 Central Ave	104.15-8-9	Work w/out Permit	Closed	Edward Bentley	
				Open Date: 04/24/25	Total #: 1	
Open Date: 04/28/25						
2025-0319	Suite 100, 3615 Walden Ave. Ste 100	104.11-6-6.1	Exterior Property Maint	Open		
2025-0325	22 Brunswick Rd	104.19-6-4	Misc	Closed	Tracey Contrino	
				Open Date: 04/28/25	Total #: 2	
Open Date: 04/29/25						
2025-0326	64 Church St	115.27-4-34	Work w/out Permit	Open	Ronald Balducci	
2025-0327	5532 Broadway St	104.83-3-15.1	Interior Property Maint	Open	Lancaster Medical Bldg Inc	
2025-0330	70 Briarwood Dr	115.11-20-1	Exterior Property Maint	Open	Cleo Moeller	
				Open Date: 04/29/25	Total #: 3	
Open Date: 04/30/25						
2025-0332	33 Church St	115.27-2-8	Work w/out Permit	Open	Todd Dewald	
2025-0334	128 Court St	104.76-1-6	Work w/out Permit	Open	Robert Gozdzia	
2025-0335	20 Thornapple Ln	115.12-4-22.1	Work w/out Permit	Open	Albert Franjoine	
				Open Date: 04/30/25	Total #: 3	
				Grand Total: 15		



**VETERANS OF FOREIGN WARS
of
THE UNITED STATES
POST No. 7275
3741 Walden Avenue
Lancaster, NY 14086
Chartered May 2, 1946**

LISTED # 2
CORRESPONDENCE
MEETING DATE 5/12/2025

MEMORIAL DAY CELEBRATION

April 25, 2025

The Lancaster Veterans of Foreign Wars Post 7275 cordially invites you to participate in the Memorial Day Services and Parade, Monday May 26, 2025. The Memorial Service will start at 9:00 A.M., at the Lake Avenue Veterans Park. Following the services, the parade will assemble and proceed down Lake Avenue on to School Street, the down Pleasant Avenue to Central Avenue and end on Clark Street by the Lancaster Town Hall.

Following the parade, refreshments will be served to all participants at the VFW Post, 3741 Walden Avenue, courtesy of the VFW Post 7275.

We want to thank you in advance for your help and participation in this event.

Please RSVP to VFW Post #7275 at 681-8387.

Yours Truly,

Joseph Brunet

Past Commander

Lancaster VFW

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)

Event Name: St Mary's High School Graduation	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): graduation celebration	
Event Date(s): May 22, 2025	Event Time(s): 6 - 9:30 pm
Applicant Name: Lindsey Fattey / Kevin Kelleher	Event Location: 142 Laverack Ave. Lancaster
Individual/Group/Corporation Name Holding Event: St. Mary's High School	Village Property Affected (If Applicable)
Applicant Address, City, State, Zip: 142 Laverack Ave. Lancaster, NY 14086	Support Services Requested of the Village (If Applicable) tall top tables
Applicant Email: lfattey@smhlancers.org	Applicant Phone 683-4824 ext. 327

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.

"In charge person": Lindsey Fattey	Contact cell and email: 716-587-1263	Date & Time(s) On-Premise at Event: May 22nd 4-10 pm
Kevin Kelleher	716-609-3187	May 22nd 6-10 pm

Anticipated Peak Attendance Number: 700	Anticipated Age Range of those in Attendance: 13-70
Will Alcohol be consumed? no	Will there be Amplified Sound or Music? If so, provide particulars including hours: yes 7-9pm

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://lancastrivillageenv.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.

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:

(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:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

Lindsay Lattley

Date:

4/30/25

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, _____, 202____.

LISTED # 4
CORRESPONDENCE
MEETING DATE 5/12/2025

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)

Event Name: Lancaster Fire Department Ceremonial Inspection	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Inspection ceremony and parade	
Event Date(s): 5-31-25	Event Time(s): 9:00AM - 10:00AM
Applicant Name: Thomas Kukoleca	Event Location: Firefighters Park/N. Aurora St./W. Main St.
Individual/Group/Corporation Name Holding Event: Lancaster Fire Department	Village Property Affected (If Applicable) Firefighters Park/N. Aurora St./W. Main St. Ceremony will be held at Firefighters Park. After the ceremony the Department will march up W Main St to the Fire Museum for their awards breakfast.
Applicant Address, City, State, Zip: 5423 Broadway, Lancaster, NY, 14086	Support Services Requested of the Village (If Applicable) Village DPW to provide general care and maintenance at Firefighters Park in preparation for the event. The Lancaster Fire Department will provide traffic control. Also requesting one LPD patrol car if available at 9:00AM.
Applicant Email: tkukoleca@lanasterfd.org	Applicant Phone 716-997-5468

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.

"In charge person": Thomas Kukoleca	Contact cell and email: 716-997-5468 tkukoleca@lanasterfd.org	Date & Time(s) On-Premise at Event: 8:00AM - 10:00AM
Anticipated Peak Attendance Number: 50	Anticipated Age Range of those in Attendance: 18-80	
Will Alcohol be consumed? N/A	Will there be Amplified Sound or Music? If so, provide particulars including hours: LFD Cadence Corps will play during the parade.	

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

N/A

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://lancastervillageny.gov>) will be requested of the Village Code Enforcement Officer, identify by section number each regulation for which an exception will be requested.

N/A

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:

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

Lancaster Fire Department will provide traffic control on N. Aurora St. and W. Main St.

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

Date:

4-30-25

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.



VILLAGE OF LANCASTER

JUSTICE COURT

MUNICIPAL BUILDING – 5423 BROADWAY
LANCASTER, NEW YORK 14086
PHONE & FAX: (716) 683-6780



April 24, 2025

Dear Mayor William Schroeder and Borad of Trustees:

Pursuant to Uniform Justice Court Act § 2019-a, it is the duty of every justice to present his records and docket, at least once a year and upon the last audit day of the village or town, to the auditing board of the village or town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the records and docket for the Lancaster Village Court for Fiscal Year 2024-2025 are available to be presented for such examination. We look forward to working with you to schedule such examination in an expeditious manner.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Village as required by law. Such materials may be mailed to the following:

Division of Internal Audit Services
Attn: Joan Casazza
185 Jordan Road, Suite 1
Troy, NY 12180

In the alternative, such materials may be sent via email to: jcasazza@nycourts.gov

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "R E HADSALL".

Hon. Ryan E. Hadsall

A handwritten signature in black ink, appearing to read "Paul T. Bumbalo".

Hon. Paul T. Bumbalo

cc: Hon. M. William Boller
Hon. Dean S. Puleo



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

LISTED # 6
CORRESPONDENCE
MEETING DATE 5/12/2025

April 28, 2025

Village of Lancaster
Attention: Lynne Ruda
5423 Broadway
Lancaster, New York 14086

Dear Lynne Ryda,


Thank you for submitting the Village of Lancaster's application to New York's Pro-Housing Communities Program. We are delighted to inform you that we have completed the review of your application and the Village of Lancaster has been certified as a Pro-Housing Community.

The housing shortage that faces New Yorkers affects residents of all ages and income levels, and the urgent need to take action to address the issue is only growing. In New York State, rents have risen 40 to 60 percent since 2015 and home prices have risen 50 to 80 percent. More than half of New York renters are rent-burdened, meaning that they pay more than 30 percent of their income on rent – the second-highest rate in the nation. Here at HCR, we understand the nexus between supply and affordability. In order to achieve true equity of opportunity and to erase the gaps in access to health, education, and wealth-building, we must guarantee that people have a choice as to where they live and raise their families. So much of the housing progress we have made and want to make is dependent on the support of municipalities like yours who are on the front lines helping families fight for housing that meets their needs.

As a certified Pro-Housing Community, the Village of Lancaster will now be eligible to apply for various discretionary funding programs with up to \$650 million in funding available.

We are excited that the Village of Lancaster has chosen to join the Pro-Housing Communities Program and we look forward to continuing to work with the Village of Lancaster to ensure that all New Yorkers have access to a safe, affordable, equitable place to live.

Sincerely,



RuthAnne Visnauskas
Commissioner/CEO

LISTED # 7
CORRESPONDENCE
MEETING DATE 5/12/2025



Village of Lancaster

Phone 716-683-1028
Fax 716-683-1029

www.lancastervillageny.gov

Department of Public Works

Village of Lancaster Board of Trustees
Attn: Tammie Malone Schaefer
5423 Broadway
Lancaster, NY 14086

May 2, 2025

RE: Request to Buy Back Vacation Time

Honorable Members of the Village Board,

I am writing this letter to formally request to buy back one week (40 hours) of unused vacation time from FY 2024-2025. I will be using the other 36 hours in my bank prior to May 31, 2025.

If you have any questions or concerns, please let me know.

Sincerely,

Wayne K. Cisco
5200 Broadway
Lancaster, NY 14086
(716) 683-1028

	1 st Motion	2 nd Motion	
1.	_____	_____	<p>Motion to approve the following resolution:</p> <p>Be it resolved by the Village Board of the Village of Lancaster; That whereas the Village of Lancaster wishes to install bumpers along the edge of that portion of a parking lot adjacent to and to the east of 5427-5429 Broadway, the Village Board of the Village of Lancaster hereby acknowledges for and on behalf of the Village of Lancaster the <u>assumption of the bumpers' ownership and maintenance.</u></p>
	ACTION -	Approved Denied Refer to:	
2.	_____	_____	<p>Resolution authorizing DPW to install new sidewalks on the east side of Lake Avenue, at the west side of Veterans Park, including new ADA ramps on both north and south ends, with work to be done by DPW staff and the cost of supplies estimated at \$7,500.00.</p>
	ACTION -	Approved Denied Refer to:	
3.	_____	_____	<p>Resolution authorizing Mayor Schroeder to sign, approve, and submit a New York State Grant Contract #C1003029 with the NYS Department of State along with other required documents for a New Pocket Park at the Municipal Building with funding in the amount of \$206,000 awarded <u>through the NY Forward Program.</u></p>
	ACTION -	Approved Denied Refer to:	
4.	_____	_____	<p>Resolution authorizing Mayor Schroeder to sign and approve a Professional Services Agreement with LaBella Associates, D.P.C. for services related to the NY Forward Initiative Project for a New Pocket Park at the Municipal Building at a total cost not to exceed \$32,500.</p>
	ACTION -	Approved Denied Refer to:	
5.	_____	_____	
	ACTION -	Approved Denied Refer to:	
6.	_____	_____	
	ACTION -	Approved Denied Refer to:	
7.	_____	_____	
	ACTION -	Approved Denied Refer to:	
8.	_____	_____	
	ACTION -	Approved Denied Refer to:	

Mike Stegmeier

From: Poodry, Kathryn D. (DOT) <Kathryn.Poodry@dot.ny.gov>
Sent: Friday, May 2, 2025 2:27 PM
To: Arthur Herdzik
Cc: Deirdre Miller; Gavin O'Brien; John Mikoley; Mike Stegmeier; Tammie Schaefer; William Schroeder; Wayne Cisco
Subject: RE: V Lancaster sidewalk (ROW)
Attachments: PERM 33 SEPT 2023 REVISION.pdf; PERM224-f (1-24) (Fillable).pdf

Hello.

Please see attachment for blank PERM 33 non-utility permit application. Also attached is a blank 224-f form that is referenced. The 224-f form will need to be completed by the Village. For this specific description of work, it's an acknowledgement that should prevailing wages apply, the Village would abide by those requirements and pay accordingly. Its not relevant, but Albany requires a form be completed by the primary applicant for all permits.

The Village would need to complete the application, supply a copy of the passed Resolution describing and assuming maintenance responsibility with address/location details specified (the sample provided below is sufficient but we need a copy of official Resolution passed), Village Undertaking or ACORD 25 and 855 for insurances, a sketch or plan sheet with location and dimensions of proposed bumper installation, manufacturer sheets for the proposed bumpers at the minimum for review.

Application fees are waived for the Village as we do not collect fees from Municipalities.

Please disregard the request for 5427 Broadway's applicant information.

ACORD 25 shall list NYSDOT as additional insured and as certificate holder at 100 Seneca St in Buffalo, NY 14203.

I believe I have answered all your questions. If not or additional information is needed, just let me know.

Have a good weekend.
Kathy

Permit Applicant Certification Regarding Labor Law Section 224-f(2)

Instructions: This certification must be completed by all applicants for a NYSDOT highway work permit. For additional background, go to [enforcement-guidance-update-2-roadway-excavation-quality-assurance-act.pdf](#), and see Labor Law § 224-f (attached).

Part 1: Is the entity applying for and performing all work under this permit a utility subject to the jurisdiction of the Public Service Commission? ☐ YES ☐ NO.

If YES – section 224-f does not apply, proceed to Part 6 of this form.

If NO – proceed to Part 2.

Part 2: Is the entity applying for or performing any work under this permit doing so under contract or subcontract with a utility subject to the jurisdiction of the Public Service Commission? ☐ YES ☐ NO.

If YES – proceed to Part 3.

If NO – section 224-f does not apply, proceed to Part 6 of this form.

Part 3: Is the entity applying for or performing any work under this permit doing so under contract or subcontract with the Long Island Power Authority, a television or broadband provider? ☐ YES ☐ NO.

If YES – section 224-f does not apply. Proceed to Part 6 of this form and you are done.

If NO – proceed to Part 4.

Part 4: Is the permit for a location and a project already underway under an existing utility contract signed or solicited before 9/15/23? ☐ YES ☐ NO.

If YES – section 224-f does not apply. Proceed to Part 6 of this form and you are done.

If NO – proceed to Part 5.

Part 5: Is the work to be performed under this permit under a general contract awarded before 9/15/23 with a subcontract awarded thereafter? ☐ YES ☐ NO.

If YES – section 224-f does not apply. Proceed to Part 6 of this form and you are done.

If NO –

- Labor Law § 224-f applies;
- read the Labor Law § 224-f, attached, regarding your legal obligations to ensure the payment of at least the applicable prevailing wage; and
- complete Part 6.

Part 6: Certification. I certify that the information I have given on this form is true and complete, and that if Labor Law § 224-f applies, that an agreement for the payment of prevailing wages has been contractually mandated for the permit work.

WARNING: Intentionally making a false statement or providing false or misleading information in connection with this form is a criminal offense that may subject you to prosecution under law.

NOTICE: Submitting this form to NYSDOT satisfies the filing requirement of Labor Law § 224-f(2).

Print name here: _____ Print title here: _____
(if applying for a corporation or other business entity, print your full name and business title)

Business Name: _____

Sign Here X: _____ Date: _____

Labor Law § 224-f. Workers on excavations.

1. For the purposes of this section:

- a. "Covered excavation project" shall mean construction work for which a permit may be issued to a contractor or subcontractor of a utility company by the state, a county or a municipality to use, excavate, or open a street. A "covered excavation project" shall exclude construction work for which a permit may be issued to a service provided as defined by subdivision twenty-three of section one thousand twenty-b of the public authorities law.
- b. "Department of jurisdiction" shall mean the department of the state, board or officer in the state, or municipal corporation or commission or board appointed pursuant to law, whose duty it is to issue a permit to a utility company, or its contractors or subcontractors, for a covered excavation project.
- c. "Fiscal officer" shall mean the commissioner; except for covered excavation projects performed pursuant to a permit issued by a city with a population in excess of one million in which case the "fiscal officer" shall be the comptroller or other analogous officer of such city.
- d. "Utility company" shall have the same meaning as subdivision twenty-three of section two of the public service law.

2. Each contractor or subcontractor to a utility company shall be required to pay not less than the prevailing rate of wage in the same trade or occupation in the locality within the state where such covered excavation project is situated to each laborer, worker, or mechanic in the employ of the contractor or subcontractor to a utility company, performing work on the project in accordance with sections two hundred twenty and two hundred twenty-b of this article. No permit shall be issued for a covered excavation project until an agreement confirming the payment of wages as required by this section has been contractually mandated and filed with the department of jurisdiction, and all permits issued after the effective date of this section shall include therein a copy of this section.

3. The enforcement of any covered excavation project pursuant to this section shall be subject to the requirements of sections two hundred twenty, two hundred twenty-a, two hundred twenty-b, two hundred twenty-three and two hundred twenty-four-b of this article and section two hundred twenty-seven of this chapter and within the jurisdiction of the fiscal officer; provided, however, nothing contained in this section shall be deemed to construe any covered excavation project as otherwise being considered public work pursuant to this article.

4. The fiscal officer may issue rules and regulations governing the provisions of this section. Any violation of this section shall be grounds for determinations and orders pursuant to section two hundred twenty-b of this article.



Form PERM 33 (September 2023)
Highway Work Permit Application for Non-Utility Work

Instructions and Form
(For Commercial Driveways, use Form PERM 33-COM)

INSTRUCTIONS FOR COMPLETING THE APPLICATION

FRONT OF APPLICATION

Three (3) copies of the entire application, work plans and all other supporting documents must be submitted. At the time of application, certain information relative to fees and deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until a determination is made.

Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information, if appropriate. If there are additional applicants, attach contact information on a separate sheet.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If the guarantee deposit or bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and provide this figure.
- Indicate anticipated duration of work to be performed with starting date and ending date.
- Indicate the form of insurance coverage to be provided.
- Give a brief description of the work that is proposed to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was made, if available.
- Signature of applicant and date.
- Signature of second applicant, if any, and date.

BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees (Include insurance fee for residential work)
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.

RESPONSIBILITIES OF PERMITTEE PURSUANT TO NON-UTILITY HIGHWAY WORK PERMITS

NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.

1. LIMITATIONS ON USE: The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

2. CONDITIONS OF USE: NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work. The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

Permittee agrees to assure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.

3. INSURANCE COVERAGE: Permittee must have the insurance that is required for the type and extent of the work being performed.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance automatically terminates the permit.

To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard **ACORD 25** form with an **ACORD 855** Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing office.
- A fully executed **Undertaking Agreement** may be provided by Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations or Railroads, as an alternative to providing proof of commercial general liability the insurance.
- **Homeowners** applying for a residential work permit (driveways, improvements or tree work) and performing their own work have the option to pay a **\$25 Insurance Fee**, and waive the requirement to provide insurance coverage. Any contractor doing work on the homeowner's behalf must be listed on the permit and provide satisfactory proof of insurance as set forth below.

See "PERM 33 Submission Package Requirements" on page 4 for more detailed guidance on insurance coverage.

4. COMPENSATION AND DISABILITY INSURANCE COVERAGE: Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

5. INDEMNIFICATION: Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

6. NOTIFICATION: The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

NOTIFICATION FOR ANNUAL PERMITS: Notify by phone, the Regional or Resident Engineer's Office, one week in advance, each time regular maintenance work is to be performed. In emergencies, notification by phone, fax or email should be made as soon as is practical, no later than the next business day.

7. SITE CARE AND RESTORATION: A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

- Anyone working within state highway right-of-way must wear **high visibility apparel** and **hard hat** meeting ANSI Class 2 requirements.
- No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.
- No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.
- All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT: All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

9. SUBMITTING WORK PLANS: The applicant will submit three (3) copies of work plans and/or maps as required by the Department. This shall include (but not limited to) such details as: measurements of driveways with relation to nearest property corner; location of existing and proposed poles, guide rail, signal equipment, trees or drainage structures; positions of guys supporting poles; a schedule of the number of poles and feet of excavation necessary for completion of work on the State right-of-way. A description of the proposed method of construction will be included.

- Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.
- Driveway plans should be prepared in accordance with NYSDOT POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- The permittee must coordinate the work with any State construction being conducted.

10. TRAFFIC MAINTENANCE: A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

11. COST OF INSPECTION AND SUPERVISION: Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved. In certain cases, the permittee may also be required to sign a PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS DESIGN REVIEW (FORM PERM 51) agreeing to design review charges, based on the number of work hours in which Department employees were engaged in design review activity.

12. SCOPE:

- **Areas Covered:** Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.
- **Maintenance:** Unless noted otherwise, applicant shall be fully responsible for the maintenance of all items installed and/or altered as shown on the approved permit plans and documents. Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- **Work Commencement:** The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

13. REPORTING ACCIDENTS: Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

14. COMPLETION OF PROJECT: Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

PERM 33 Submission Package Requirements

Submit three (3) copies of the final submission package: Submission package must include the entire PERM 33 with all work plans and supporting documents, including the following (check all that apply):

<input type="checkbox"/>	Stamped Final Plans – Submit in PDF file format on CD, with three (3) paper copies (1" = 50'), or as requested
<input type="checkbox"/>	ACORD 25 - Certificate of Insurance, with NYSDOT named as Additional Insured (See line 3 below).
<input type="checkbox"/>	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum (See line 3 below).
<input type="checkbox"/>	PERM 1, 2, 6 or 16 - Undertaking Agreement, if applicable (See line 4 below).
<input type="checkbox"/>	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
<input type="checkbox"/>	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
<input type="checkbox"/>	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
<input type="checkbox"/>	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
<input type="checkbox"/>	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
<input type="checkbox"/>	Permit Fee (Include \$25 Insurance Fee for residential operations)
<input type="checkbox"/>	Other (specify):

Insurance Requirements

- 1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than **\$1,000,000** per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than **\$5,000,000** per claim/occurrence:
 - (a) The estimated value of permitted work in state right-of-way is \$250,000 or more (see line 6 below);
 - (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
 - (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.
- 2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than \$5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than \$1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than \$500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.
- 3) **ACORD 25** with **ACORD 855** (New York Construction Addendum) shall be submitted as an acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the address of the issuing office.
- 4) Municipalities, public utilities, public authorities and railroads may elect to provide a fully executed Undertaking Agreement as a substitute for providing proof of insurance coverage, or any other financial security otherwise required.
- 5) Homeowners may pay a \$25 Insurance Fee in lieu of providing proof of insurance, however any contractor performing on behalf of a homeowner and who is named on the permit must provide proof of insurance as outlined above.
- 6) When the estimated cost of work being performed in the right-of-way equals or exceeds \$250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of \$1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance coverage automatically terminates the permit.

For more information on insurance requirements, go to: www.dot.ny.gov/permits-insurance

**STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION
HIGHWAY WORK PERMIT APPLICATION FOR NON-UTILITY WORK**

Application is hereby made for a highway work permit:

For Joint application, name and address of Applicant 2 below:

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Applicant Phone (____) _____

Applicant 2 Phone (____) _____

Applicant Email Address _____

Applicant 2 Email Address _____

Emergency Contact _____

Emergency Phone (____) _____

RETURN PERMIT TO: (if different from Permittee)

RETURN DEPOSIT/BOND TO: (if different from Permittee)

Name _____

Name _____

Address _____

Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

DESCRIPTION OF PROPOSED WORK: _____

Estimated cost of work being performed in highway right-of-way: \$ _____

Anticipated duration of work: From _____ to _____ (applies to the operations indicated on the reverse side)

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES _____ NO _____

ATTACHED: Plans _____ Specifications _____

LOCATION: State Route: _____ Located Between Reference Markers _____ and _____

City/Town/Village of _____ County of _____

SEQR REVIEW (select one)

[] Type II [] Type I [] Unlisted LEAD AGENCY: _____ DATE OF DETERMINATION: _____

Insurance (check one): _____ General Liability Insurance _____ Undertaking _____ Insurance Fee (residential operations only)

NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

ACKNOWLEDGMENT: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature _____

Date _____

Applicant 2 Signature _____

Date _____

Approval recommended by Resident Engineer _____

Res No _____ Date _____

Approved by Regional Traffic Engineer _____

Reg No _____ Date _____

Operational Type and Description		Permit Fee	Insurance Fee	Total Fees
DRIVEWAYS				
5a1	Residential Driveway (includes field entrances)	15	25	
5a6	Temporary access road or street	200		
For Commercial Driveways and subdivisions streets, use form PERM 33-COM				
IMPROVEMENTS				
5b1	Residential	15	25	
5b2a	Commercial- Sidewalk, curb paving, drainage, etc.	200		
5b2b	Commercial – Grade, seed, improve land contour, clear brush	100		
5b2c	Commercial – Resurface existing road or driveway	50		
5b2d1	Annual resurfacing of roadways and driveways – PER COUNTY	150		
	Number of counties:			
5b2d2	Annual resurfacing of roadways and driveways – PER REGION	400		
TREE WORK				
5c1	Residential	15	25	
5c2a	Commercial removal or planting	25		
5c2b	Commercial pruning, applying chemicals to stumps	25		
5c3	Vegetation control for advertising signs – PER SIGN	150		
	Number of Signs:			
MISCELLANEOUS CONSTRUCTION AND WORK OPERATIONS				
5d1	Beautify ROW (civic groups only)	N/C		
5d2a	Temporary signs, banners, décor (not-for-profit organizations)	N/C		
5d2b	Temporary signs, banners, décor (Other organizations)	25		
5d3	Traffic control signals	500		
5d4	Warning and entrance signs	25		
5d5	Miscellaneous – Requiring substantial review (describe below)	400		
5d6	Miscellaneous (describe below)	25		
OTHER TYPES OF HIGHWAY WORK PERMITS				
6	Encroachment caused by DOT acquisition of property	25		
7a1	Compulsory permit required for demolition requested by DOT	N/C		
7a2	Compulsory permit required for moving requested by DOT	N/C		
7b	Improvement to meet Department standards	N/C		
8	Miscellaneous (describe below)	25		
9	Adopt-a-Highway	N/C		
Description of Miscellaneous Operation:				

PERFORMANCE SECURITY (Select one): Guarantee Deposit - Cash [] Performance Bond [] Letter of Credit []

Guarantee Deposit Amount: _____

Guarantee Deposit Check Number or Bond Number _____

(To be completed by NYSDOT issuing office)

Project Identification Number _____

Highway Work Permit No. _____

State Highway (SH) Number _____

Record ID Number _____

If the following section of NYS Labor Law applies to the work to be performed under this permit, the application for and acceptance of this permit constitute the applicant's/permittee's agreement confirming the payment of wages as required by such section has been contractually mandated.

New York Labor Law § 224-f.

Workers on excavations.

[Effective September 15, 2023]

1. For the purposes of this section:

- a.** “Covered excavation project” shall mean construction work for which a permit may be issued to a contractor or subcontractor of a utility company by the state, a county or a municipality to use, excavate, or open a street. A “covered excavation project” shall exclude construction work for which a permit may be issued to a service provided as defined by subdivision twenty-three of section one thousand twenty-b of the public authorities’ law.
- b.** “Department of jurisdiction” shall mean the department of the state, board or officer in the state, or municipal corporation or commission or board appointed pursuant to law, whose duty it is to issue a permit to a utility company, or its contractors or subcontractors, for a covered excavation project.
- c.** “Fiscal officer” shall mean the commissioner; except for covered excavation projects performed pursuant to a permit issued by a city with a population in excess of one million in which case the “fiscal officer” shall be the comptroller or other analogous officer of such city.
- d.** “Utility company” shall have the same meaning as subdivision twenty-three of section two of the public service law.

2. Each contractor or subcontractor to a utility company shall be required to pay not less than the prevailing rate of wage in the same trade or occupation in the locality within the state where such covered excavation project is situated to each laborer, worker, or mechanic in the employ of the contractor or subcontractor to a utility company, performing work on the project in accordance with sections two hundred twenty and two hundred twenty-b of this article. No permit shall be issued for a covered excavation project until an agreement confirming the payment of wages as required by this section has been contractually mandated and filed with the department of jurisdiction, and all permits issued after the effective date of this section shall include therein a copy of this section.

3. The enforcement of any covered excavation project pursuant to this section shall be subject to the requirements of sections two hundred twenty, two hundred twenty-a, two hundred twenty-b, two hundred twenty-three and two hundred twenty-four-b of this article and section two hundred twenty-seven of this chapter and within the jurisdiction of the fiscal officer; provided, however, nothing contained in this section shall be deemed to construe any covered excavation project as otherwise being considered public work pursuant to this article.

4. The fiscal officer may issue rules and regulations governing the provisions of this section. Any violation of this section shall be grounds for determinations and orders pursuant to section two hundred twenty-b of this article.

Mike Stegmeier

From: John Mikoley
Sent: Tuesday, May 6, 2025 8:18 PM
To: Mike Stegmeier
Cc: Deirdre Miller; William Schroeder; Tammie Schaefer; Gavin O'Brien; Arthur Herdzik
Subject: New Veteran's Park sidewalk

Mike

Please prepare a resolution for our next meeting authorizing the DPW to install a new sidewalk the east side of Lake Avenue, at the west end of Veteran's Park.

Approximate dimensions of the new sidewalk will be 5' wide by 298' long. This will also include installation of new ramps on both north and south ends. The work will be done by DPW staff, and cost of supplies is estimated at \$7,500.

This will enable pedestrians on the east side of Lake Avenue to have continuous sidewalk access.

Please see attached.



John Mikoley

Trustee, Village of Lancaster, NY
Public Works / Sewer / Building, Lights Codes
T 716-983-1233
5423 Broadway Avenue, Lancaster, NY 14086
lancastervillageny.gov

INSTRUCTIONS FOR NEW NYF CONTRACTS

RESOLUTION # 3
MEETING DATE 5/12/2025

Grant Contract and Signature Pages

Review all sections and attachments of the contract and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any changes to any part of the contract, please indicate so in writing to DOS (please do not handwrite changes into the contract). Some specific areas to review:

- Page 1 of the Face Page - confirm that all information entered is correct (Contractor (Grantee) Name & Address, Federal Tax ID number, Vendor ID number, Primary Email Address, Contractor Status/Exemption Codes and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the Current Contract Funding Amount is correct. Also, verify that the Current Contract Term listed reflect the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement.
- Page 6 of Attachment A-1, verify that the Mayor's contact information is complete and correct.
- Review the budget in Attachment B to confirm that the costs anticipated for this project and the MWBE goals are accurately reflected. Verify that costs listed in: A. Salaries are for time spent by official employees of Grantee only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the Grantee; E. Contractual is for contractors procured directly by the Grantee only; and F. Other contains any other relevant costs which do not fit into the previous categories.
- Also in Attachment B, Category E, confirm that the name and address of any known subcontractors are indicated. If you know the subcontractor(s) that will be performing any of the work in Category E (even if it's another municipality), this information must be listed in the contract. If a subcontractor has not yet been selected for a particular item, "To be determined" should be indicated.
- Review the project description and tasks in Attachment C to confirm that the project description and tasks are accurately reflected.

Signature Page

The person authorized to execute this contract should sign the signature page and have their signature notarized. All signature fields and notary fields must be filled out and the notary stamp must be legible.

Contact Update Form

Complete the form to indicate the name and address of the Village of Lancaster and the contact information for the Mayor. You should also enter the name and contact information for the MWBE Liaison and you may also enter up to (2) additional contacts to receive contract-related correspondence from DOS.

A webinar to assist you with completing this form is located here:

<https://www.youtube.com/watch?v=Qz0gRyNcXBM>

- Make sure that the official mailing address of the Grantee is correct and complete.
- Verify/correct the contact information for the Mayor. Make sure all fields are complete.
- Contact person #1 and #2 – confirm that the correct people are listed. Ideally, we'd like to see the Grant Administrator and Project Manager listed. Verify/correct/provide the names and contact information for each of the contacts. Make sure all fields are complete.
- MWBE Liaison – enter the person who will be responsible MWBE goals and updates for this contract and provide their and contact information. Note that this person must be an employee of the Village of Lancaster and should match the person entered as the Designated Liaison on MWBE Form A.
- Note that each email address must be unique to the individual.

Contract Review Form

Answer all questions on the form based on your review of the contract. If any questions are answered "NO", a written explanation must be provided on the form or attached. The form should be signed and dated by the Mayor. Provide the contact information for the person that we should contact if we have questions during the contract execution process.

MWBE Forms A, B, D and D-1

See MWBE Forms PDF for forms and instructions.

Status Report Template

The Status Report Template is attached as a separate Word file with some information prepopulated including the top section, the task list table (based on the Work Plan of the contract) and the MWBE goals. This form is required to be completed prior to contract execution to establish a preliminary timeline for completion of contract tasks.

A webinar to assist you with completing this form is located here:

<https://www.youtube.com/watch?v=Wdc30PXSpQ8>

This form is to be completed by doing the following:

- Enter the Date Prepared at the top of the form.
- Columns 3-5 of the task list table should be completed to reflect the expected timeline for completion of tasks.
- If any tasks have already started and/or been completed, Columns 3-7 should be completed to show the status of those tasks.
- If any costs have been incurred to date by MWBE firms, fill in this information under the table.
- Fill in any applicable narratives and enter your contact information at the bottom of the form.
- Please use the "Status_Guidelines" PDF email attachment to assist you in completing this form.
- Reach out to your DOS Project Manager if you have questions or would like assistance with your timeline (see the bottom of this guidance document for contact information).

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances only:

- If the Grantee listed on the face page is a Not-for-Profit (NFP), and the contract amount is \$50,000 or more, the NFP must complete the VRQ (municipalities are exempt from VRQ).
- If the Grantee (NFP or municipality) has any known subcontractors which will receive state funds equaling \$100,000 or more, the vendor(s) must complete the VRQ.

To complete the VRQ, please go to <https://www.osc.state.ny.us/vendrep/index.htm>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at (866) 370-4672 or ITservicedesk@osc.ny.gov.

In addition, the following documents must be submitted by NFP Grantees to support the VRQ:

- Proof of Workers' Comp Coverage (Form C-105.2, U-26.3, SI-12, SIG-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).
- Acord forms are not acceptable proof of coverage.

NFP's are strongly encouraged to confirm the following:

- NFP Grantees and/or subcontractors – The entity's NYS Charities annual filings are up-to-date: <https://www.charitiesnys.com/>
- NFP Grantees only - The entity's prequalification status is "Prequalified" in the Grants Gateway: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/login2.aspx

Executive Order 16

On March 17, 2022, Governor Kathy Hochul issued Executive Order 16 prohibiting state agencies and authorities from contracting with businesses conducting business in Russia. Please see the guidelines under this Executive Order and the Certification here: <https://ogs.ny.gov/EO-16>. The certification must be submitted only if the grantee is a non-municipal entity.

NYS Contract System

Please visit <https://ny.newnycontracts.com> to confirm that the Grantee is registered in the NYS Contract System (NYSCS) and that the MWBE Liaison entered on the CUF and MWBE Form A is able to access the NYSCS. If you have any questions, or are unable to access the NYSCS, please contact opdcontracts@dos.ny.gov and we will assist you.

Submitting Contract Package for Execution

Once everything is reviewed and signed, submit the following:

- Contract Review Form
- Contact Update Form
- Signature page
- MWBE Forms A and B, and D or D-1 (depending on which are applicable)
- Completed status report template
- VRQ information, if required (see above):
 - PDF of the completed Vendor Responsibility Questionnaire(s)
 - Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

Submit the above documents within 30 days to opdcontracts@dos.ny.gov for review and processing.

When your contract submission is received, we will review for completeness then forward to our Fiscal office, who will have the contract executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be forwarded to the Grantee via email.

In the meantime, if you would like to check on the execution status of this contract please visit: <http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Vendor Name (Village of Lancaster) and/or Contract Number (C1003029). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it may not be listed on this website right away – please contact us directly for updates.

If you have questions, please contact Amanda Jochum at 518-486-3529 or opdcontracts@dos.ny.gov or your project manager Angela Keppel at 716-847-3069 or angela.keppel@dos.ny.gov.

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract for Grants on the dates below their signatures.

CONTRACTOR:

Village of Lancaster
5423 Broadway
Lancaster, NY 14086

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____

to me known, who being by me duly sworn, did depose and say that they reside at

_____, that they are the _____

of the _____, the contractor described herein which executed the

foregoing instrument; and that they signed their name thereto as authorized by the contractor

named on the face page of this Contract for Grants.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contact Update Form

Please update/specify information for up to (4) people to receive contract related correspondence from DOS. Ideally, we would want to see the CEO, Grant Administrator, Project Manager and MWBE Liaison listed on this form. All changes should be made in the Changes/Additions/Corrections column.

Changes/Additions/Corrections

Official mailing address of the Village of Lancaster	Village of Lancaster 5423 Broadway Lancaster, NY 14086	
Mayor of the Village of Lancaster:	Name: Lynne Ruda Title: Mayor Affiliation: Village of Lancaster Email: lruda@lancastervillage.org Phone: 716-683-2105	
Contact Person #1:	Name: Title: Affiliation: Email: Phone:	
Contact Person #2:	Name: Title: Affiliation: Email: Phone:	
MWBE Liaison:	Name: Title: Affiliation: Village of Lancaster Email: Phone:	

Contract Review Form

On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct?	YES	NO
On Face Page (page 2), does the Current Contract Term (7/1/2025 - 6/30/2030) reflect the time period during which all project costs will be incurred?	YES	NO
In Attachment B, does the budget accurately reflect the anticipated costs and MWBE goals for the project?	YES	NO
<input type="checkbox"/> Check here if any portion of this project includes federal DBE (Disadvantaged Business Enterprise) goals		
In Attachment B, Category E, are all known subcontractors accurately reflected?	YES	NO
In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project?	YES	NO
Confirm that the Village of Lancaster is registered in the NYS Contract System and that the MWBE Liaison is able to access the NYSCS.	YES	NO
Confirm that MWBE Form A (or copy of EEO policy) is included in this submission (for planning contracts over \$25,000 and construction projects over \$100,000).	YES	NO
Confirm that MWBE Form B (for the grantee, as well as any known subcontractors) are included in this submission (for contracts over \$250,000).	YES	NO
Confirm that MWBE Form D or MWBE Form D-1 is included in this submission, and that MWBE Form D will be resubmitted each time any new MWBE subcontractors are selected during the life of the contract.	YES	NO
Confirm that the Vendor Responsibility Questionnaire has been completed for any NFP Grantees receiving \$50,000 or more, as well as any known subcontractors receiving \$100,000 or more in State Funds, and that Disability and Workers' Comp certificates are included in this submission for any NFP Grantees.	YES	NO
Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or as requested by DOS.	YES	NO
Confirm that all documentation related to procurements under this contract, including documentation related to Good Faith Effort to secure MWBE utilization, will be retained during the life of the contract and submitted as requested by DOS (see attached document "MWBE Good Faith Effort Documentation").	YES	NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

Signature of the Mayor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: _____ Phone: _____

Email Address: _____

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231	BUSINESS UNIT/DEPT ID: DOS01/3800000 CONTRACT NUMBER: C1003029 CONTRACT TYPE (select one) <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement
CONTRACTOR NAME: LANCASTER VILLAGE OF	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR IDENTIFICATION NUMBERS: NYS VENDOR ID Number: 1000004260 Federal Tax ID Number: 16-6002481	PROJECT NAME: Revitalize and Reconnect Lancaster with a New Pocket Park at the Municipal Building ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: Village of Lancaster 5423 Broadway Lancaster, NY 14086 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: lruda@lancastervillage.org	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: n/a Exemption Status/Code: 3A/02 <input type="checkbox"/> Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>FROM: 7/1/2025 TO: 6/30/2030</p> <p>AMENDED TERM:</p> <p>FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract)</i></p> <p>CURRENT: \$206,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

<input checked="" type="checkbox"/> Appendix A <input checked="" type="checkbox"/> Attachment A: <input checked="" type="checkbox"/> Attachment B: <input checked="" type="checkbox"/> Attachment C: Work Plan <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule <input type="checkbox"/> Other	<input checked="" type="checkbox"/> A-1 Agency Specific Terms and Conditions <input checked="" type="checkbox"/> A-2 Program Specific Terms and Conditions <input type="checkbox"/> A-3 Federally Funded Grants and Requirements Mandated by Federal Laws <input checked="" type="checkbox"/> B-1 Expenditure Based Budget <input type="checkbox"/> B-2 Performance Based Budget <input type="checkbox"/> B-3 Capital Budget <input type="checkbox"/> B-4 Capital Budget <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) <input type="checkbox"/> B-3(A) Capital Budget (Amendment) <input type="checkbox"/> B-4 (A) Net Deficit Budget (Amendment)
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STATE OF NEW YORK CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

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

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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

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

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

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

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

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

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the

Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

f) **Force Majeure:** Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a “force majeure” event. For purposes of the Contract, “Force majeure” shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

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

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the

subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the

Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the

Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to

review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

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

I. Unemployment Insurance Compliance:

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

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

\$200,000.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30)

calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbeb@businessdev.state.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/searchcertifiedbidctors.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ors.ny.gov/iran-divestment-act-2012>.

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

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

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

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

ATTACHMENT A-1

New York State Department of State (1/16/24)

Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval is required for all requests for budget modifications, regardless of the amount of the modification, or where the proposed modification will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract. All requests for modifications must be done in writing and requires a detailed breakdown of requested changes and justification for the request. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Documentation of Performance

In addition to the criteria set forth in Section III(E)(1)(b) of the NYS Contract for Grants, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and

3. Comply with the Contractor's established accounting policies and conform to generally accepted accounting principles.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable, nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this Agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II(A)(3) of the NYS Contract for Grants, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

In addition to the requirements of Section III(D)(4) of the NYS Contract for Grants, the Contractor shall maintain an inventory of all property purchased under this Agreement and owned by the Contractor. Such inventory shall be retained by the Contractor for the time period specified in Section III(E)(1) and available for inspection and copying by the State.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in Section II(A) of the NYS Contract for Grants. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within forty-five (45) days after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded or the Department may pursue any other remedies available to the State.
2. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
3. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://apps.labor.ny.gov/EDList/searchPage.do>) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at <https://ogs.ny.gov/debarred-and-non-responsible-entities>); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>).

In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://apps.labor.ny.gov/EDList/searchPage.do>) or is listed on the New York State Office of General Service's list of companies with which New York State cannot do business (available at <https://ogs.ny.gov/debarred-and-non-responsible-entities>); (2) is listed as an entity debarred from federal contracts (available at: sam.gov); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such

suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract including, but not limited to the terms of the Agreement, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section III(B)(2) of the NYS Contract for Grants, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract. Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding

procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M, SDVOB requirements set forth in Section N, and any additional requirements imposed by the State as set forth in this Agreement.

2. For non-municipal entities, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M, SDVOB requirements set forth in Section N, any additional requirements imposed by the State as set forth in this Agreement, any applicable law, and its own policies.

I. Vendor Responsibility Determinations

A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a Contractor's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the Contractor certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), if applicable, regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section I(G) of the NYS Contract for Grants, notice hereunder shall be addressed as follows:

1. Notice to the State

Name: Laurissa Garcia
Title: Contract Management Specialist 2
Agency: Department of State
Division: Office of Planning, Development and Community Infrastructure
Address: 99 Washington Avenue, Suite 1010
Albany, NY 12231
Phone: 518-948-0414
Email Address: opdcontracts@dos.ny.gov

2. Notice to the Contractor

Name: Lynne Ruda
Title: Mayor
Affiliation: Village of Lancaster
Address: 5423 Broadway
Lancaster, NY 14086
Phone: 716-683-2105
Email Address: lruda@lancastervillage.org

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject Contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in this Agreement, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - (1) Evidence of outreach to MWBEs;
 - (2) Any responses by MWBEs to the Contractor's outreach;
 - (3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,

- (5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

b. In performing the Contract, the Contractor shall:

- (1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
- (3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- (4) The Contractor's EEO policy statement shall include the following language:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this Contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristic, familial status, marital status or domestic violence victim status, or has filed a complaint, testified, or assisted

in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the Contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

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

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-2754. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 3 of Veterans' Services Law, as amended, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 3.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://dos.ny.gov/supplier-diversity>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS) and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Bureau of Fiscal Management – SDVOB Program at dos.sm.sdvob@dos.ny.gov. The directory of certified SDVOB vendors can be found at: <https://sdves.ogs.ny.gov/business-search>.

O. Refunds and Repayments

The Contractor shall promptly return funds due the State, including repayment of unexpended advances or disallowances. The Contractor shall make payment within forty-five (45) days of the end or termination of the Contract or demand from the Department. The Contractor shall reference the contract number with its payment and include a brief explanation of why the refund is made. Refunds shall be made payable to and addressed, as stated below:

Payable to: NYS Department State

Mail to: NYS Department of State, Bureau of Fiscal Management

Address: One Commerce Plaza
99 Washington Ave, Suite 1110
Albany, NY 12210

P. Accessibility Compliance Testing

Accessibility compliance testing pursuant to Section III(H) of the NYS Contract for Grants shall be conducted by the Contractor. Any results or reports of such testing shall promptly be provided by the Contractor to Department.

ATTACHMENT A-2

PROGRAM SPECIFIC TERMS AND CONDITIONS

Program Specific Clauses - Downtown Revitalization Initiative and the New York Forward
(updated 9/1/2024)

A. This Agreement has been entered into pursuant to the following understandings:

1. The Department of State (Department) administers transformative housing, economic development, transportation and community projects through the Downtown Revitalization Initiative (DRI) and the New York Forward (NYF) programs.
2. The State determined to fund Contractor's project, which is described in Attachment C (Program Work Plan).
3. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to an appropriation of funds made in the New York State Capital Projects Budget – Dedicated Infrastructure Investment Fund / Infrastructure Investment Account.
4. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
5. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless all of the following conditions have been met: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with applicable laws, rules, and regulations and is executed by all necessary parties.
6. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate

appendix forms or agreements, which may be subject to approval of the Office of the State Comptroller.

7. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Department's funding of the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, current Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.

3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 for each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage,

liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors work.
- b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

D. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and/or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, age, creed, race, color, sex, sexual orientation, national origin, marital status, gender identity or expression, domestic violence victim status, disability,

pregnancy-related condition, military status, favorably resolved arrest record, conviction record, predisposing genetic characteristics, familial status, or citizenship or immigration status.

E. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this Contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

F. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.

3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

G. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, age, creed, race, color, sex, sexual orientation, national origin, marital status, gender identity or expression, domestic violence victim status, disability, pregnancy-related condition, military status, favorably resolved arrest record, conviction record, predisposing genetic characteristics, familial status, or citizenship or immigration status.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

H. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

I. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department

with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

J. Requirements for Contract GIS Products

1. General GIS Product Requirements -- This document is intended to provide specific requirements and file delivery formats for all GIS materials developed in support of NY Department of State (DOS) projects. These work products include map packages/documents, and associated GIS and imagery files that are created for DOS, including but not limited to products created under grants, interagency agreements and contracts. The following general cartographic requirements must be adhered to by the Contractor:

a. Map Products -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). All final map products should be submitted to NYSDOS as an ESRI compatible map package (e.g., mpkx, ppkx). For any map products which include derived data, a project package (.ppkx) is the preferred deliverable but any map package that provides the necessary source data and documentation to replicate the methodology and geoprocessing history used to derive such data is acceptable.

When creating a map package or project package please make sure to use relative paths with the following boxes checked:

- 1) Share outside of organization
- 2) Include toolboxes
- 3) Include history items

b. GIS Data -- All final version spatially enabled files acquired or developed to support mapping and/or spatial analysis through a DOS funded project are considered property of the DOS and are required to be submitted to DOS. This includes but is not limited to all GIS, CAD, and image formatted data. Only final versions of each layer are required for delivery, and must be in an approved format as specified in this document. In addition, all electronic geospatial data, whether vector or raster, must have spatial reference information and be projection defined (have its coordinate system identified and embedded in or associated with the data file), and in the case of CAD data must NOT be in page space or a custom site-specific projection.

c. Deliverable Format -- Contractors responsible for data generation, maintenance, and map/figure production for this task are required to submit all final products as well as all source files and metadata used to derive them on Recordable CD or DVD, external hard drive, via email attachment (size limit of 20MB) or downloadable from an ftp site on the Internet. If the project is complex or contains multiple map packages, a directory structure and readme text file in the upper level directory that describes the structure are required.

File naming conventions should be logical, consistent, and contain no spaces or special characters. An underscore may be used in lieu of a space. A recommended directory structure is as follows:

<Project_Name>

_ Docs (reports, SOPs, correspondence, and other such documents)

_ Images (aerial photos, satellite imagery, logos, DEMs, and other raster type data)

_ Maps (MXDs and PDFs. Map names should use the project name as a prefix)

_ Shapes (geodatabases, shape files, and other approved vector data formats)

_ Source (original unmodified data that may have been acquired from external/internal sources)

_ Tables (MS-Access databases, spreadsheets, delimited text files, or other such tabular data not stored in a geodatabase)

i. Final Products: Static Digital maps may be submitted in any standard image format such as JPEG (.jpg), Microsoft Windows bitmap (.bmp), or Tagged Image Format (.tiff), or Adobe Acrobat (.pdf) document. A resolution of 150dpi or more is recommended.

ii. Source Files: The underlying map products and associated files shall be provided upon product delivery. Map products shall include a map package wherever possible (e.g. .mpk, .aprx, .ppkx) with the associated data packaged as relative links. If a map document (e.g., MXD) is provided in lieu of a map package than all associated map layers must be provided and referenced as relative paths in the map document. Acceptable vector spatial data formats are file geodatabases (.gdb) and shapefiles (.shp, .shx, .dbf, and .prj at a minimum). Acceptable raster data formats must be compatible with ESRI Arc Info 10.2 or higher and include:

1. TIFF image with world reference file or as a GeoTIFF (.tif, .tiff)

2. JPEG image with world reference file (.jpg, .jpw)

3. ERDAS Imagine image with pyramid file (.img, .rrd)

4. MrSid image (.sid)

5. ESRI Grid

6. DEM

7. TINs - appropriate projection/coordinate system for the area depicted

8. ESRI TIN

Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.

d. Documentation

- 1) A data dictionary must be included along with the map files describing file contents, file names along with the name, description, data type and length for each attribute in a data table. Metadata must be provided for each file and shall include:
 1. Title- In plain language;
 2. Summary- One or two sentences of information describing what the data is showing
 3. Thumbnail- image of data on map;
 4. Description- A paragraph giving a more in-depth description as to the background of the data, the provider of the data, when the data was last updated. The who, what, why of the data;
 5. Tags/ Descriptive Words- key descriptive words that help focus a user's search;
 6. Bounds of data- Bounding coordinates (N, E, S, W), usage limitation/ general constraints;
 7. Publication Dates: When was the data first published. If it has never been published, we will give a published date when it is published on the Gateway;
 8. Citation Contact- Who produced the data: Organization name and phone number, email, website of the organization and or individual should be provided;
 9. Lineage- information describing the revision history of the data. Start with date of creation, any following update or review dates; and,
 10. Use limitations: Please provide any use limitation for the data and creation methodology.

It is important to understand that deliverables are not considered complete without metadata. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".

- 2) Datums and Coordinate Systems – All vector data and map products should be submitted in geographic coordinate system, decimal degree units, and either NAD83 or WGS84. Raster data, such as aerial photographs, may be submitted in their native projection, and maps should be in the appropriate projection/coordinate system for the area depicted. Where applicable, the National Geodetic Vertical Datum of 1988 (NGVD88) shall be used as the preferred vertical datum.

e. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for

maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.

2. Additional Digital Cartographic File Requirements - The following cartographic construction requirements must be adhered to by the Contractor:

- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
- b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
- c. Point Duplication -- No duplication of points that occur within a data string is permitted.
- d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
- e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
- f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
- g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
- h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.

3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
 - a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYSDOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYSDOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General GIS Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.
4. Contract Database Standards
 - a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
 - b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
 - c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Total Budget
A. Salaries	\$ 0.00
B. Travel	\$ 0.00
C. Supplies	\$ 0.00
D. Equipment	\$ 0.00
E. Contractual Services	\$ 206,000.00
F. Other	\$ 0.00
Total Budget:	\$ 206,000.00
Local Match:	\$ 0.00
State Funds:	\$ 206,000.00

MWBE Goals:			
Grant Award		\$	206,000.00
MBE Goal	15%	\$	30,900.00
WBE Goal	15%	\$	30,900.00

A. SALARIES (including fringe benefits)	Total Budget
	\$ 0.00

B. TRAVEL	Total Budget
	\$ 0.00

C. SUPPLIES	Total Budget
	\$ 0.00

D. EQUIPMENT	Total Budget
	\$ 0.00

E. CONTRACTUAL SERVICES	Total Budget
Design and construction of a pocket park at the Lancaster Municipal Building	\$ 206,000.00
Subcontractor: To be determined	
	\$ 206,000.00

F. OTHER	Total Budget
	\$ 0.00

ATTACHMENT C - WORK PLAN

Revitalize and Reconnect Lancaster with a New Pocket Park at the Municipal Building

1. Project Description

The Village of Lancaster will advance the Lancaster NY Forward through the following project:

Revitalize and Reconnect Lancaster with a New Pocket Park at the Municipal Building

Enhance the underutilized walkway between the public parking lot located behind the Lancaster Municipal Building and Broadway/Central Avenue through construction of a new pocket park, creating a vibrant pedestrian connector and seating area.

2. Required Products

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Tasks

Task 1.1 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain professional services through the locally approved procurement process per General Municipal Law. The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures. Draft and final, executed consultant subcontracts.

Task 1.2 Draft Design

The Contractor shall prepare, or cause to be prepared, a draft design based upon the conceptual designs from the Strategic Investment Plan. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in the contract and subcontract work plans. The draft design shall be provided to the Department for review. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products: Draft design and supporting materials.

Task 1.3 Environmental Quality Review

The Contractor shall prepare, or cause to be prepared, all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 1.4 Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 1.5 Permits

The Contractor shall prepare, or cause to be prepared, the necessary permits or other approval applications and obtain the required permits or approvals. Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria for State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Products: Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Task 1.6 Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule with payments tied to receipt of products/project milestones, and project costs. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 1.7 Project Signage

The Contractor shall install, or cause to be installed, a sign satisfactory to the Department identifying the State's funding of the project. The project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer.

Products: Department-approved sign design, and photo-documentation that sign is installed in project area.

Task 1.8 Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents – including any site remediation as necessary to remove contaminated soil. The Contractor shall provide, or cause to be provided, notification to the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

The Contractor and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 1.9 Completion of Project

Following satisfaction of punch list items, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor shall submit, or cause to be submitted, two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 2.1 MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 2.2 Project Status Reports

The Contractor shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 2.3 Final Project Summary Report

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report. Final payment shall not be authorized until this report has been completed and filed with project deliverables.

Products: Completed Final Project Summary Report submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.

- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract number as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved. s
- will ensure that comments received from the Department, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

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

by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

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

Schedule A: Claiming Requirements

Period: 7/1/2025 - 6/30/2030			
Claim Number	Claim Type	Claim Period	Due Date
	Payment (Reimbursement) Request	Quarterly throughout life of contract	3/31, 6/30, 9/30, 12/31*
<i>*Due every year during the contract period, as amended.</i>			

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
 - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
 - For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☒ Expenditure Report Required

C. Refunds:

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

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 7/1/2025 - 6/30/2030			
Progress Report	Report Type	Report Period	Due Date
	Project Status Form (Status Report)	Every six months throughout life of contract	6/30 and 12/31*
	MWBE Utilization Plan (Form D)	Throughout life of contract	Within 2 weeks of MWBE hire
	MWBE Utilization Report (via NYSCS)	Quarterly throughout life of contract	3/31, 6/30, 9/30, 12/31*
*Due every year during the contract period, as amended.			

E. Special Payment and Reporting Provisions

The Designated Payment Office for this contract is:

NYS Department of State
Division of Fiscal Management
One Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231

Completed payment request forms should be emailed to dos.sm.fiscal.cau@dos.ny.gov, copying opdcontracts@dos.ny.gov, with the following subject line:

Payment request: C1003029, Village of Lancaster, (NYF Round 1)

Professional Services Agreement

Agreement made the _____ day of _____, 20____
between

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

and

Village of Lancaster
("Client")

for services related to the following Project:

Public Improvement Design Services:
New York Forward Initiative
New Pocket Park - Municipal Building
LaBella Proposal No. 2405846
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated October 1, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: A retainer in the amount of \$ 0 shall be required prior to the initiation of services. This retainer will be held until the end of the Project and applied to Client's final invoice. Any excess amount shall be returned to Client. Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

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

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


- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate.

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

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

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

LaBella Associates, D.P.C.

By: 

Name Edward Flynn

Title V.P., Director of Planning

Date: 01/13/25

Client Name

By: _____

Name _____

Title _____

Date _____



Exhibit A
LaBella's Proposal

Prepared for:

Michael Stegmeier, Clerk-Treasurer
Village of Lancaster
5423 Broadway
Lancaster, NY 14086
mstegmeier@lancastervillageny.gov

Submitted by:

LaBella Associates
300 Pearl Street
Suite 130
Buffalo, NY 14202
(585) 287-9097



Village of Lancaster: New Pocket Park - Municipal Building
Public Improvements Design Services, New York Forward Initiative

OCTOBER 1, 2024

LABELLA PROPOSAL NO. 2405846

October 1, 2024

Michael Stegmeier, Clerk-Treasurer
Village of Lancaster
5423 Broadway
Lancaster, NY 14086
mstegmeier@lancastervillageny.gov

**Re: New Pocket Park - Municipal Building
Public Improvements Design Services, New York Forward Initiative
LaBella Proposal No. P2405846**

Dear Mr. Stegmeier:

LaBella Associates, D.P.C. (LaBella) is pleased to provide a proposal in response to the Village of Lancaster (Village)'s request for landscape architectural and engineering services relative to a new municipal pocket park adjacent to the Lancaster Municipal Building. Funding for this opportunity, in the amount of \$206,000, is provided by the New York Department of State (NYS DOS), and will need to follow the rules and guidelines of that organization. Taking that into consideration, LaBella will assume a 30% MWBE participation requirement.

We understand that the Village would like to develop the area on the west side of the building as a pocket park and seeks a firm that will provide plans, specifications, bid documents, and to oversee the bidding and construction process. Plans will follow the designs and details developed in the NY Forward sketch plans that were included with the RFP: Appendix A.

SCOPE OF SERVICES

The following scope of services shall be as necessary to carry out and complete the project as per the RFP and shall also include, but may not be limited to the following;

Consultant Scope:

- Assessment of site conditions prior to development of project plans.
 - 1. Prepare a topographic and boundary survey of the park area to be developed including underground utilities.
- Evaluation of utilities as required to complete the project.
 - 1. Determine direction of flow, inverts and construction of existing storm system as may be required.
- Development of project plans. Plans will likely include:
 - 1. Existing conditions, demolition and removals;
 - 2. Site plan with dimensioning, materials, and identification of features.
 - 3. Grading plan to ensure the site drains properly
 - 4. Landscape plan identifying plants, ground covers, and other non-pavement surface treatments
- Provide information necessary to complete required environmental reviews.
 - 1. LaBella will prepare the appropriate SEQRA Form (most likely the Short Form)
 - 2. LaBella has environmental staff on call, should the need for additional services arise.
- Participate with Village officials and others in review and evaluation of the plans and make modifications to plans as a result of the review process.
 - 1. LaBella assumes 4 to 5 meetings during the design process up to the Bidding phase, and will revise the plans following meetings accordingly.



- Prepare a full set of construction documents, including final plans, specifications, and bidding documents.
 - 1. Provide estimate of probable construction costs.
- Oversee the bidding and contract award process
 - 1. We will include the required DOS paperwork to identify their requirements so that contractors are fully informed including all MWBE requirements, certified payroll, and reporting.
- Provide construction inspection services as necessary to determine project is completed according to the plans and specifications. These services will include:
 - 1. Kick-off meeting with contractor followed by periodic meetings on site as may be required.
 - 2. Review of submittals.
 - 3. Preparation of change orders and responding of RFIs.
 - 4. Project closeout and preparation of a punch list of remaining items not yet completed.
- Carry out project in conformance with applicable rules, regulations, and procedures, including procedures for projects funded by the NYS DOS.

Please note that we have added an assortment of specific tasks that are normal and useful to the owner for a project of this size. Additional refinement of the scope prior to being given authorization to proceed will likely be useful.

SCHEDULE

Upon authorization to proceed, LaBella will proceed with the design phase scope of work. We anticipate the following schedule to complete the plans, bid the project and construction of the project:

Notice to Proceed:	November 1, 2024
Schematic Design:	November 1 - December 1, 2024
Design DD – CDs:	December 1, 2024 – January 31, 2025
Bidding:	February 3 – February 24, 2025
Construction:	March 3 – June 16, 2025

FEE

LaBella proposes that the professional services, as outlined in the scope of work above, be completed for the **lump sum** amount of **\$32,000.00**, in addition to our normal reimbursable expenses. Reimbursable expenses for this project should not exceed **\$500.00** (postage, mileage, photocopies, etc.). The fee will be tentatively broken down into the following components:

Design, Schematic through Final Design/Contract Documents:	\$ 21,500
Bidding:	\$ 2,000
Services During Construction:	\$ 8,500
Reimbursables	<u>\$ 500</u>
Grand Total Fee:	\$ 32,500

TEAM

We have included on two trusted teaming partners to join us on this project. **Ravi Engineering and Land Surveying, PC (Ravi)**, a New York State Minority-Owned Business Enterprise, will prepare a topographic and boundary survey for the project as well as assistance with, and preparation of, SEQRA documents for Village review and sign-off. We are also joined by **Atlantic Testing Laboratories (ATL)**, a New York State Woman-Owned Business Enterprise. ATL will assist with geotechnical reporting and engineering, as well as any required on-site testing during construction.



EXCLUSIONS

- Printing of all bidding documents, if required, to be done by the Village. (Progress design sets will be provided by LaBella.)
- Record Drawings will be prepared from contractor red-lines.

If you have any questions or require further clarification, please contact me directly at (585) 749-6662 or via e-mail at dmccord@labellapc.com. We look forward to our continued partnership with the Village of Lancaster.

If the Village is in agreement with this proposal, please forward a Purchase Order as our Notice-to-Proceed.

Respectfully submitted,

LaBella Associates, D.P.C.

Douglas C. McCord

Project Manager | Senior Landscape Architect.



DOUGLAS C. MCCORD

Project Manager | Senior Landscape Architect

Doug is a Project Manager and Senior Landscape Architect with over 40 years of experience responsible for leading the Landscape Architecture effort at LaBella-Rochester. In addition, Doug acts as a Project Manager for a variety of high-profile site and landscape architecture design projects. Responsibilities include managing projects from start to finish, including client interaction, presentations at town meetings, coordinating design team meetings, creating design reports, supervising designers and AutoCAD technicians, processing plans through reviewing agencies, and managing projects throughout construction.

RLA

**Registered Landscape Architect
NY, PA**

EDUCATION

**Rochester Institute of
Technology: M.B.A. in Accounting
and Finance**

**SUNY College of Environmental
Science and Forestry: B.L.A. in
Landscape Architecture**

ORGANIZATIONS

**American Society of Landscape
Architects (ASLA)**

CERTIFICATIONS

**Certified by the Council of
Landscape Architectural
Registration Boards (CLARB)**

OFFICE LOCATION

Rochester, NY - Headquarters

City of Hornell: Union Square Park—Hornell, NY

Prepared site schematic through final construction plans for a new urban park in downtown Hornell featuring a performance stage, fountain with remote controlled spray height and lighting displays, landscaped seating areas, memorial to a fallen policeman, decorative concrete plaza surface, landscape treatments, art displays, benches and other furniture, and shade trees. Plans were developed in 3D and computer renderings were prepared in SketchUp and Lumion from different directions to illustrate the full development. A "fly-through" video was created that illustrated the proposed project for promotional use.

Village of Endicott: Endicott Art Park—Endicott, NY

Prepared site schematic through preliminary development plans for a new urban plaza in downtown Endicott featuring art displays, performance stage, landscaped seating areas, decorative concrete plaza surface, landscape treatments, benches, and shade trees.

Plans were developed in 3D and computer renderings were prepared in SketchUp and Lumion from different directions to illustrate the full development.

Village of Avon: Pocket Park— Avon, NY

Designed a new downtown plaza in this important, central location in the village. Design for this 12,000 SF plaza include a decorative pavement area with a timber shelter that will serve as a venue for small concerts, trade shows and the farmer's market. Landscaped areas will be used for sculptures and art along with a proposed mural on the neighboring building.

City of Rochester: Cornerstone Park—Rochester, NY

Preparation of conceptual through contract/bid drawings and documents for the complete re-construction of a 13,000 SF urban park including design of a new feature water feature, group and individual seating, trash receptacles, bus stop structure, stage area, vendor area, and signage. NYS Department of Environmental Conservation

Funded Project. Construction cost estimate: \$780,000. Construction completed in 2017.

Town of Brighton: Buckland Park—Brighton, NY

Preparation of a Master Plan, conceptual through final construction design for a 104 acre passive/active recreation park. One large playground area and 3 tot-lots were included in designs for the project. Total construction cost: \$2,900,000.

City of Rochester: Upper Falls Gorge Park—Rochester, NY

Preparation of conceptual plans and photo-realistic graphics for an all-new park that will include an arrival plaza to welcome visitors with interpretive signage, tour-gathering area, seating, and other amenities. A paved 850-linear-foot trail will guide visitors to and along the Genesee River and some of the most scenic views in the City. The trail terminus is an observation deck with breathtaking views of the upper falls of the Genesee complete with a snack bar and restroom facilities.

City of Hornell: Union Square Park—Hornell, NY

Prepared site schematic through final construction plans for a new urban park in downtown Hornell featuring a performance stage, fountain with remote controlled spray height and lighting displays, landscaped seating areas, memorial to a fallen policeman, decorative concrete plaza surface, landscape treatments, art displays, benches and other furniture, and shade trees. Plans were developed in 3D and computer renderings were prepared in SketchUp and Lumion from different directions to illustrate the full development. A "fly-through" video was created that illustrated the proposed project for promotional use.

Ontario County: Parks and Recreation Master Plan—Ontario County, NY

Preparation of a county-wide Parks and Recreation Master Plan addressing indoor and outdoor recreation needs and opportunities. Work included conducting meetings with Project Advisory Committee and stakeholders to obtain input and consent; preparing and conducting an online public opinion survey; preparing a needs analysis; and preparing a Vision Statement along with goals and objectives for the plan. An extensive inventory and analysis of existing parks and recreation facilities throughout the county was conducted and mapping of the same. Prepared a capital improvement plan for each of the seven county parks and researched available financing sources and opportunities. Conceptual improvement plans were prepared for each park that included improvements such as camping facilities, trails, all-purpose fields, paddle craft launch facilities, parking lots, playgrounds, picnic shelters, and a DPW garage/storage structure. Plan is to be completed and adopted in early 2024.

Town of Farmington: Parks and Recreation Master Plan—Farmington, NY

Preparation of a town-wide Parks and Recreation Master Plan addressing indoor and outdoor recreation needs and opportunities. Work included conducting meetings with Project Advisory Committee and stakeholders to obtain input and consent; preparing and conducting an online public opinion survey; preparing a needs analysis and a Vision Statement along with goals and objectives for the plan; and conducting an extensive inventory and analysis of existing parks and

recreation facilities and mapping of the same. Prepared a capital improvement plan for each of the seven town parks and researched available financing sources and opportunities. Conceptual plans were prepared for the all-new Beaver Creek Park that included improvements such as football/soccer/lacrosse fields, tennis courts, trails, a baseball/softball field, arboretum, parking lots, playgrounds, a large picnic shelter, and a DPW garage/storage structure. Plan completed and adopted in 2017.

Rochester Institute of Technology: New Quadrangle—Henrietta, NY

Work includes concept through final / construction design drawings and details for a 1.9 acre quadrangle adjacent to the new Golisano Institute of Sustainability. Design components include over 25,000 SF concrete, brick paver, and exposed aggregate sidewalks, 2000 LF granite curbing, bike racks, seating areas with benches, water fountain feature, 17 new light poles, and curbed planters. Designs incorporated sustainable design features including rain gardens, geothermal system, and permeable pavers. Sculpture features were also incorporated at key locations. Performed as a prime consultant on the project w/ subconsulting electrical design work.

City of Batavia: Austin Park—Batavia, NY

LaBella partnered with playground equipment provider, Parkitects and Landscape Structures inc. for this nearly 8000 SF universally accessible playground centrally located in the park. LaBella provided master planning services and detailed planning of adjacent drinking fountain, shade shelter, park benches and more. The

master plan included plans for pickleball courts, picnic shelter, new splash pad, trails and walkways.

**Town of Seneca Falls:
Community Center Skate Park—
Seneca Falls, NY**

LaBella partnered with skate park equipment provider American Ramp Co. for a 3000 SF addition to an existing skate park. We selected several new and innovative pieces including a loop 'PumpTrack' speed ring. LaBella evaluated all existing equipment and made recommendations for equipment to remain and be refurbished and painted. The entire skate park area is to receive a new durable color coat surface specifically made for skate parks.

**City of Rochester: Brewery Line
Trail—Rochester, NY**

Work includes concept design and planning through construction plans and specifications for a 1,200-linear-foot spur of the Genesee Riverway Trail and bikeway adjacent to the scenic Upper Falls of the Genesee River. The concrete and asphalt 10-foot-wide trail begins at the Pont de Rennes pedestrian Bridge and connects to the falls overlook. Design elements included connections to and through neighboring High Falls Terrace Park, drainage and rain garden improvements, new pedestrian-scale light pole system, seating, bike racks, steep bank stabilization, and landscaping. Also responsible for preparation of graphics including trail section renderings photo simulations, and a "fly-through" SketchUp video. Estimated construction cost, \$1,100,000.

**Town of Irondequoit: Camp
Eastman Master Plan—
Irondequoit, NY**

Worked with Town Staff to prepare a Master Plan for a 40 acre active/passive recreation park adjacent to the 400 acre Durand Eastman Park and Beach, open space and trail system. Designs included 3 all-new rental cabins for day rental, a chilled, 3-season ice rink, 3000 SF splash Pad, arboretum, 4500 LF paved and un-paved walking/jogging trails w/connections, all-purpose athletic field, new parking, restroom building, and new parking lots.

**City of Rochester: Upper Falls
Gorge Park—Rochester, NY**

Preparation of conceptual plans and photo-realistic graphics for an all-new park that will include an arrival plaza to welcome visitors with interpretive signage, tour-gathering area, seating, and other amenities. A paved 850-linear-foot trail will guide visitors to and along the Genesee River and some of the most scenic views in the City. The trail terminus is an observation deck with breathtaking views of the upper falls of the Genesee complete with a snack bar and restroom facilities. Planning completed in 2021.

**City of Rochester: Genesee
Riverway Trail Signage and
Street Crossings—Rochester, NY**

Preparation of schematic through construction plans and design for delineation of a walking/bikeway trail through center city Rochester. Plans include design of signage, kiosks, sign and kiosk locations, 'Dura-therm' sidewalk marker logos, continuous color stripe trail delineation, 900 linear feet of 10-foot-wide multi-use trail, crosswalks designs including three mid-block crossings.

**Town of Farmington: Beaver
Creek Park Master Plan—
Farmington, NY**

Worked with Town Staff and a 15-person Advisory Committee to prepare a Master Plan design for a 35 acre active/passive recreation park and a 25 acre connected open space and trail system. Designs included 9000 LF paved and un-paved walking/jogging trails w/connections to the Auburn Trail (multi-use), and a boardwalk through a large wetland area. Planning completed in 2016. Construction initiated in 2020 and to conclude over the following 5 years.

**City of Olean: Riverfront Trail
and Park—Olean, NY**

Project Manager that developed schematic through final development plans for a new trail connection (265 LF) and parking area for 15 vehicles, sidewalks, amenities including benches, and interpretive signage, bike racks, ornamental fencing, picnic shelter and landscaping. Designed two overlooks of the river, floodplain area, and distant hills. Doug also collaborated with civil engineers for the design of associated water & electric services, and drainage system.

**Village of Clyde: Clyde Erie
Canal Park—Clyde, NY**

Preparation of a Schematic design for a 12.5 acre passive recreation park adjacent to the Erie Canal. Outstanding features of the park include 2500 LF 10 ft. wide, stone dust bike trail, boat launch, band shell / picnic shelter, fishing platform with wetlands boardwalk, boat docking bollards, small playground area, parking for 15 vehicles, and a restroom building. Phase one estimated construction cost: \$180,000.



RYAN KELLY

Senior Landscape Architect

Ryan has over 20 years of landscape architecture experience, providing solutions for a diverse group of clients. His experience ranges from luxury residential projects to social impact spaces and nature-based solutions. Ryan is dedicated to designing landscapes that enhance quality of life while making a positive impact on the environment and community. Currently leading a team of landscape architects in western New York, Ryan's appointment to this role reflects his commitment to delivering innovative, sustainable, and environmentally responsible landscape solutions to LaBella's clients.

RLA

Registered Landscape Architect
NY, NJ, PA, CO

EDUCATION

**SUNY College of Environmental
Science and Forestry: B.S. in
Landscape Architecture**

ORGANIZATIONS

**American Society of Landscape
Architects (ASLA)**

**Construction Specifications
Institute (CSI)**

**National Association of
Landscape Professionals (NALP)**

**Council of Landscape
Architectural Review Board
(CLARB)**

OFFICE LOCATION

Rochester, NY - Headquarters

Village of Caledonia: Caledonia Monument Park—Caledonia, NY

Principal-in-Charge for a project including evaluation of the existing park and developing multiple iterations to reimagine the space. Design features include a large public outdoor space/plaza to host public events, pedestrian connectivity, connecting the municipal streetscape, as well as local businesses for everyday usage.

Town of Lyons: Taylor Park— Lyons, NY

Project Manager responsible for meeting with the town to discuss on-site and off-site opportunities for Taylor Park. Project involved facilitating multiple public engagement sessions and design charrettes to focus on the proposed project goals, reviewing general feasibility, connectivity, environmental, and grading constraints. Additionally, provided master planning and cost budgeting services to support grant applications.

Town of Canandaigua: Inclusion in Motion Playground— Canandaigua, NY

Project Manager responsible for the implementation of accessible pathways and surfacing, selection

of inclusive play elements, and community engagement. Project focused on developing a playground that accommodated diverse abilities by incorporating universal design principles, ensuring equal access to play opportunities. Key aspects included integrating inclusive play equipment, accessible pathways, and suitable surfacing for mobility aids to enhance safety and accessibility. Prioritizing safety, the project ensured appropriate surfacing, equipment spacing, and accessible entry points to create a safe and engaging play environment for all children.

Other Notable Projects:

- Farash Place—Rochester, NY
- Vistas at Highland—Rochester, NY
- Stevers Candies—Rochester, NY
- Foodlink Community Farm—Rochester, NY
- Trillium Health—Rochester, NY
- Children's Center of Brighton—Rochester, NY
- Thousand Acre Swamp Nature Conservancy—Rochester, NY
- Novo Nordisk—Plainsboro, NJ



LYNDSEY HERBERT

Landscape Architect

RLA

**Registered Landscape Architect
NY**

EDUCATION

**SUNY College of Environmental
Science and Forestry: B.L.A. in
Landscape Architecture**

ORGANIZATIONS

**American Society of Landscape
Architects (ASLA)**

OFFICE LOCATION

Rochester, NY - Headquarters

Lyndsey is a registered landscape architect with ten years of experience in designing creative landscapes for many public, commercial, and residential projects throughout New York. Her experience as a landscape architect includes the design of parks, playgrounds and recreational facilities, plazas, courtyards, green infrastructure, waterfront greenways, and trail design. Assignments have included site plan preparation, conceptual site layouts, SWPPP inspections, graphic renderings and photo simulations, and 3D renderings and flythroughs. She is proficient in AutoCAD, Adobe Creative Suite (Photoshop, Illustrator, InDesign), and SketchUp.

City of Hornell: Union Square Park—Hornell, NY

Prepared site schematic through final construction plans for a new urban park in downtown Hornell featuring a performance stage, fountain with remote controlled spray height and lighting displays, landscaped seating areas, memorial to a fallen policeman, decorative concrete plaza surface, landscape treatments, art displays, benches and other furniture, and shade trees. Plans were developed in 3D and computer renderings were prepared in SketchUp and Lumion from different directions to illustrate the full development. A "fly-through" video was created that illustrated the proposed project for promotional use.

Village of Endicott: Endicott Art Park—Endicott, NY

Prepared site schematic through preliminary development plans for a new urban plaza in downtown Endicott featuring art displays, performance stage, landscaped seating areas, decorative concrete plaza surface, landscape treatments, benches, and shade trees.

Plans were developed in 3D and computer renderings were prepared in SketchUp and Lumion from different directions to illustrate the full development.

Village of Avon: Pocket Park— Avon, NY

Designed a new downtown plaza in this important, central location in the Village. Design for this 12,000-square-foot plaza includes a decorative pavement area with a timber shelter that will serve as a venue for small concerts, trade shows and the farmer's market. Landscaped areas will be used for sculptures and art along with a proposed mural on the neighboring building. Handicapped-accessible walkways and ramps connect the space to street parking and a rear Village-owned parking lot. Planning completed in 2021.



KRISTOPHER WINKLER

Senior Civil Engineer

PE

Professional Engineer
New York

EDUCATION

State University of New York at
Buffalo: B.S. in Civil Engineering

ORGANIZATIONS

American Public Works
Association

Kris is a Project Manager with over 24 years of experience. He is responsible for managing a variety of civil-site projects across New York State from start to finish, collaborating with clients, design teams, CM teams, and site contractors for site layout, grading, drainage, sewers, and utilities. Kris has experience in preparing designs and calculations for stormwater management, combined and sanitary sewers, erosion control, grading, site layouts, utilities, cost estimating, and roadways. He is also experienced in navigating site projects through regulatory review and permitting agencies. Kris supervises civil engineering technicians and performs Quality Control and design task oversight. He also regularly coordinates with mechanical/electrical/plumbing building engineers and architects for new building and building renovation projects and prepares cost estimates for site development.

Buffalo Sewer Authority (BSA): Green Infrastructure Term Assignments—Buffalo, NY

As Green Infrastructure Engineer, prepared or supervised green infrastructure designs for various Buffalo DPW streetscape projects including the Genesee Street Gateway project, Niagara Street Rehabilitation Phase 3, 4, 4A and Fillmore Avenue Rehabilitation. Design work included off-site detention in abandoned lots, porous pavement parking lots, and rain garden designs for water quantity control. Approved field changes working directly with BSA and Inspection staff.

Buffalo Bills: New Stadium Location Study—Buffalo, NY

As Lead Design Civil Engineer (role as Subconsultant to Populous), prepared assessments, construction costs, and recommendations for Evaluation Study for locating the proposed new Bills Stadium. Tasks included developing narratives and exhibits for

evaluating surrounding storm, sanitary, gas, power, and water utility capacities and costs for various design options. (2018)

Boys and Girls Club of the Northtowns: New Exterior Sport Court and Cover Project— Tonawanda, NY

As Lead Civil Engineer and Civil Project Manager, prepared multi-sport court layout and new court system site plans (95% design completed in 2022). Design included basketball, hockey and games striping plan, four-coat court coating system design, and parking lot expansion. Site plan design was coordinated with pre-engineered metal building cover (open canopy structure). Additional tasks included coordinating with court system vendor; participating in meetings with client; preparing site demolition, grading and erosion control plans/details/specifications; and preparing designs for sidewalk installation, fencing, and gate installations.

UNION SQUARE PARK

City of Hornell

LaBella Associates completed concept plans through construction drawings to transform a former site of a dry-cleaning store and vacant lot, into the new Union Square Park in City of Hornell, New York, located in the heart of its downtown. The project features unique public gathering spaces that are linked together by an integrated walkway network. The project includes a covered pavilion for various community events and a raised stage. An at grade water feature and fountain creates a vibrant and distinctive attraction for residents and visitors alike. Walkways connect the various use areas and special features including a memorial to a fallen police officer. The project also includes a lighted park entry sign, ornamental pedestrian lighting, seasonally attractive accent plantings and site furniture.

Completed: Fall 2023



Scan the QR code above
to view project concept
video



BROOME COUNTY

Endicott iDistrict Strand Park

CLIENT PARTNER

Beth Lucas
Planning Department
Broome County
(607) 778-2375
Beth.Lucas@broomecountyny.gov



LaBella Associates worked under the direction of the Broome County Department of Planning and Economic Development and the Village of Endicott to design a diverse, welcoming, and notable urban plaza in the center of the Village of Endicott.

This unique multi-generational public gathering space is intended to foster urban renewal placemaking, incorporate interactive public art installations and smart technology features that will engage visitors, inform them about the history of the community, and promote public events within the core of the Village. The project was funded in part through a New York Department of State grant. LaBella's landscape architects designed the project, with plans for construction in 2025. The Endicott iDistrict Strand Park project consists of the design and construction of a pocket park on Village-owned property.

The park will provide for outdoor gatherings, small performances, and include art installations, interpretive signage, smart technology features, compelling lighting design, intimate seating areas and landscaping. Upon

Renderings created by LaBella's landscape architects reimagine the Village plaza into a vibrant cultural oasis.



completion, Strand Park will provide a high quality, flexible public gathering space that can accommodate various events and programs throughout the year.

The project design features include unique paving designs, multi-colored furnishings and a pavilion for small concerts and performances. The focal feature of the park is an interactive, lighted, modern sculpture. Long term goals for the project

include art murals on the building facades flanking the park, additional art/sculptural installations, lighting displays and interactive technological art.

CITY OF COHOES

Canal Square Park

CLIENT PARTNER

Garry Nathan, PE
City Engineer
City of Cohoes
(518) 233-2131
gnathan@ci.cohoes.ny.us



Canal Square Park was reimagined to a green space where residents and visitors could gather for entertainment.

The City of Cohoes wished to reinvigorate its Historic Canal Square Park. LaBella prepared a Master Plan and provided design, a successful Consolidated Funding Application (CFA) submission, grant administration, and construction services to assist the City with its dream of reimagining the Historic Canal Square Park.

LaBella worked with the City to create a transformative space that allows for an array of uses including casual daily activities, the Cohoes Farmer's Market, Rock the Block concerts and Music Hall receptions – all while promoting an already energetic connectivity to downtown Cohoes, City Hall, the iconic Cohoes Music Hall, and surrounding residential neighborhoods. In keeping with the Entertainment District's theme, LaBella also designed a musical play area with percussion instruments and a porous rubber play surface.

Green infrastructure played a significant role in the design with funding through both



New York State Environmental Facilities Corporation (EFC) and New York State Office of Parks Recreation & Historic Preservation (NYSOPRHP). LaBella worked with the City and EFC to creatively address stormwater management with a wide range of green infrastructure practices, including permeable pavers and flexi-pave, bioretention filters, tree boxes, and a subsurface rainwater harvesting system to support irrigation of site landscaping.

The City kicked off the park's reopening with a Rock the Block concert, bringing Canal Square Park back to life again.

Cost: \$1.2M

Year Completed: 2020



 **LaBella**
Powered by partnership.

CITY OF TROY

Franklin Alley



CLIENT PARTNER

Steven Strichman
Commissioner of Planning &
Economic Development
City of Troy
(518) 279-7392
Steven.Strichman@troyny.gov



Franklin Alley was transformed from back-of-house space (first photo below) to a safe, event-ready public passage.

LaBella worked hand in hand with the City of Troy, Downtown Troy BID (Business Improvement District), and the Arts Center of the Capital Region to reimagine the underutilized yet essential Troy public space, known as Franklin Alley. At the heart of Troy's business district, Franklin Alley was a pilot project for alley redevelopment in the City—transforming neglected back-of-house space into safe, creative, event-ready, and animated public passages.



Franklin Alley was previously used as storage for dumpsters, garbage collection, and access for delivery vehicles to restaurants, bars, a bakery, shops, residential units, and commercial tenants.



LaBella played a large role in the overall design, precedent research, refuse management, stormwater strategy, lighting and stakeholder presentation. Over the course of one year, the project team met with various business owners, and stakeholders in an effort to generate design direction, awareness and support

for the project. Midway through the design process, the Arts Center of the Capital Region was awarded grant funds to contract an artist to provide public art that would further enhance the sense of place and history while celebrating the arts.

With City and private funding in place, Phase I of the project (between River Street and Broadway) was completed in the fall of 2020.

Firm Information

Ravi Engineering & Land Surveying, P.C., (RE&LS) is a consulting firm with a staff of 104 headquartered in Rochester, New York that specializes in providing state-of-the-art structural, environmental, and geotechnical engineering, in addition to construction inspection and land surveying services. Established in 1995 by President & Owner, Nagappa Ravindra, P.E., the firm is committed to providing technically sound solutions to our clients that include state, municipal and private organizations. At RE&LS, we strive to exceed our clients' expectations for responsiveness, efficiency and timeliness in delivery of services. We are a certified MBE firm.

Firm Personnel



Survey

David J. Honnick, LS, has over 27 years of experience in all facets of Land Surveying and is a licensed Professional Land Surveyor in New York. He has worked with State, Federal and Municipal Agencies, including SUCF, DASNY, OGS and NYSDOT. Mr. Honnick has been responsible for preparation of topographic mapping and boundary determination projects, instrument surveys, road surveys. He is an expert in records research, analyzing complex survey problems, and resolving land dispute issues. As our Design Survey Manager, Mr. Honnick is responsible for assuring that survey protocols are followed to ensure data quality and timeliness, overseeing final survey reports, supervising survey crews and coordinating with clients.



Environmental

Jim MacKecknie, P.G., Jim has over 30 years' experience and is an expert with SEQRA/NEPA regulations, and has successful dealings with NYSDEC and with the U.S. Army Corps of Engineers on many similar scope projects. Jim leads an experienced team in completing environmental screenings and reviews for these types of projects on a near daily basis, keeping up to date on the oft-changing environmental review process including threatened/endangered species investigations.



Construction Inspection

Sean Schumacher, NICET IV has over 30 years of experience with the inspection and administration of highway and bridge projects. He is responsible for developing strategic relationships with clients and maintaining an experienced team of construction inspection personnel. His role includes leading and arranging teams, training, and recruitment as well as project management and coordination. On our construction inspection projects, Mr. Schumacher is responsible for monitoring budget costs, inspector certifications and continuing education. He manages scheduling, job site visits, and preparing ongoing project reports.

Firm Experience

City of Hornell DRI, Hornell, NY – The City of Hornell Downtown Revitalization Initiative included the establishment of new downtown design standards; the transformation of the Hornell Community Arts Center and Main Street streetscape enhancements. Other improvements include enhancements to pedestrian alleyways; the creation of a new park space; downtown wayfinding and public art. RE&LS provided a topographic and utilities survey for this project. The topographic survey included the location of grade breaks on roadway centerlines, edges of roadway, tops and bottoms of curbs, sidewalks, retaining walls, steps, pads, and ramps. The utilities and structures for sanitary sewer, storm sewer, water, natural gas, steam, electric, power, signal, and communication were placed on the mapping. RE&LS supplied digital files as an AutoCAD Civil 3D 2021 DWG file.

Village of Saranac Lake, Parks, Streetscapes, and Connectivity Improvements, Saranac Lake, NY - The Village of Saranac Lake was selected as one of ten communities in New York State for Round 3 of the Governor's Downtown Revitalization Initiative (DRI). As part of that program, RE&LS conducted a topographic and boundary/Right of Way survey, and prepared mapping for several parks and street corridors in the Village of Saranac Lake. The purpose of the survey was to prepare digital mapping that reflected current conditions for use in developing a series of linked gateway parks, to increase connectivity between downtown destinations, and enhance Woodruff Street streetscape. Digital mapping files were supplied in an AutoCAD/Civil 3D format and existing survey information was provided in ACSII format.

Mayville Lakeside Pedestrian and Bike Path, Mayville, NY - This Chautauqua County project included the conversion of a former railroad grade to a multiuse trail in the Village of Mayville. RE&LS provided surveying, environmental engineering services and construction inspection. Survey responsibilities included conducting a comprehensive topographic survey along the project corridor locating all improvements within the right of way, including overhead and underground utilities to aid in the design of roadway improvements. Environmental engineering services included a review of the project for potential impacts to endangered and threatened species, wetland delineations along the alignment of the proposed trail, permitting and screenings for asbestos and hazardous waste. RE&LS also provided construction inspection on this project.

City of Rochester, LaMarketa @ International Plaza, Rochester, NY – RE&LS provided construction inspection for the construction of a Latin themed event space located within Rochester, New York. He oversaw the roof being constructed of the bathroom facility, the duct work, plumbing, electrical boxes being installed inside the bathroom facility, and the construction of the bandstand foundation.

City of Rochester Multi Parks – Tacoma Street and Fourth & Peck Street, Rochester, NY – RE&LS provided construction inspection on this \$0.5M park improvement project. The project included; demolition of existing park features; installation of new park features including Tot and Pre-teen play areas; new safety surface placed at both locations; new water spray features; grading and topsoil; new subbase; concrete sidewalk and curbs; and asphalt walkways. We also assisted in the inspection of the equipment for safety.

City of Rochester, St. Bernard Trail Rehabilitation, Rochester, NY - RE&LS provided Environmental services for the trail improvements and enhancements to the St. Bernard's segment of the Genesee Riverway Trail. Services included preparing and implementing a Soil Testing Plan, then summarizing the findings in a technical memorandum and utilized the gathered information to develop a Soil and Groundwater Management Plan. RE&LS was also tasked with SEQRA review, including preliminary cultural resources coordination with SHPO through NYSCRIS.

Irondequoit Bay Park West Bay Front Roadway Reclamation & Mitigation Project, Monroe County, NY - As part of a Monroe County Parks Term contract, RE&LS provided environmental services for the Bayfront Roadway & Mitigation project at Irondequoit Bay Park West. The firm's scope of work was limited to information needed to complete the Preconstruction Notification (PCN) for the anticipated Joint Permit Application. RE&LS provided environmental screenings for SEQRA Classification of the project. Screenings were completed for: General Ecology and Endangered Species including completion of the USFWS seven-step endangered species analysis, Ground Water, Surface Water, State Wetlands, Federal Jurisdictional Wetlands, Floodplains, Coastal Zone Management, Navigable Waterways, and Cultural Resource Review, and permits. A Wetland Delineation was conducted to identify boundaries of the state and federal wetlands. Wetland boundaries were flagged and GPS technology was utilized to document the location of the wetland flagging. Five (5) wetlands were mapped and delineated.

Town of Pittsford Erie Canal Park and Preserve Project, Monroe County, NY – This Town of Pittsford project includes the construction of a connector trail between the Auburn Trail and the Erie Canalway Trail in the Town and Village of Pittsford, Monroe County, New York. A wetland delineation was completed along the proposed trail alignment to identify potential construction impacts to federal jurisdictional wetlands. Additionally, the ordinary high water mark of a NYSDEC class B tributary of Allen Creek was flagged to determine potential the Article 15 protection of water implications. RE&LS assisted with SEQR classification and joint application for permit for the project.

Evans Lakeshore Multi Use Pathway Phase III, Erie County, NY, PIN 5758.02 – RE&LS was responsible for the environmental evaluations associated with this 5.5 mile multi-use pathway. Tasks included the evaluation of potential impacts on: General ecology and endangered species, ground water, surface water, state and federal wetlands, floodplains, coastal zone management, navigable waterways, historic resources, parks, hazardous waste, asbestos, noise, air quality, energy, farmland, visual impacts and critical environmental areas. A wetland delineation was completed for the project identifying impacts to State & Federal wetlands. Based on these screenings the NEPA and SEQR Classifications were determined. A pre-application meeting was conducted with the USACOE and the NYSDEC to facilitate the Permit applications included in the project deliverables.

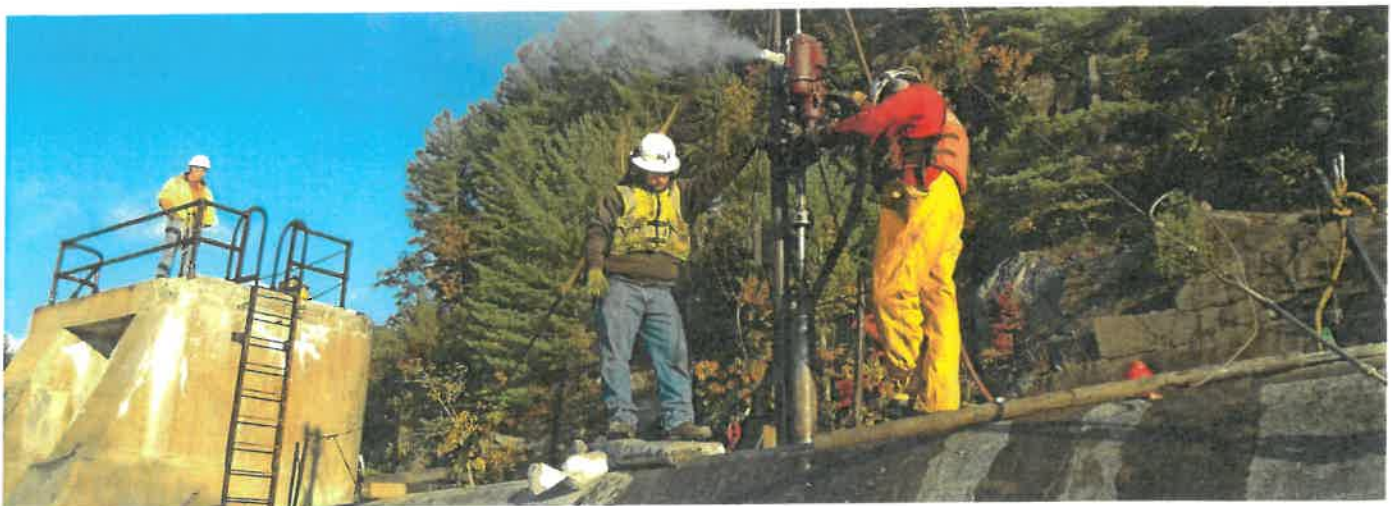
COMPANY BIO



Atlantic Testing Laboratories (ATL) has over 55 years of experience in providing technical support services to a wide range of clients and projects. We hold term contracts with multiple government agencies and have long-term working relationships with many private firms and entities. The main categories of services performed include subsurface investigation on land and water, geotechnical engineering, environmental (including asbestos, lead, and tank testing), special inspection and construction materials testing, laboratory testing (aggregates, geotechnical, thermal resistivity, and concrete petrography), and non-destructive testing and engineering.

ATL is a Woman-Owned Business Enterprise (WBE) in New York, Massachusetts, and New Jersey. ATL has 11 offices and approximately 260 employees throughout New York State. Our laboratories are accredited, and our staff hold many and varied professional licenses. We maintain an active and successful safety program that includes employee training, daily hazard recognition, job safety analysis, and extensive reporting.

OFFICES



OVERVIEW OF SERVICES



ATL is a full-service engineering support firm. Our combination of staff, quality, capabilities, and multiple locations make it possible for us to successfully execute any size project.

Subsurface Investigation

- Sampling of Soil and Rock
- Standard Penetration Testing (SPT)
- Cone Penetration Testing (CPT)
- Groundwater Monitor Well Construction
- Geotechnical Instrumentation Installation and Monitoring
- Environmental Soil/Groundwater Investigations

Water-Based Investigation

- Subsurface Investigation
- Sediment Sampling (Vibracore, Surface, Gravity Core)

Geotechnical

- Foundation Design Recommendations
- Pavement Design Recommendations
- Slab-on-Grade Design Recommendations
- Dynamic Pile Testing (DPT)
- Thermal and Electrical Resistivity
- Seismic Surveys and Site Classification
- Slope Stability Analysis
- Groundwater Studies
- Forensic Geotechnical Investigations

Environmental

- Asbestos, Lead, and Hazardous Materials Surveys, Design, and Project Monitoring
- Asbestos Incidental Disturbance Assessments
- Sample Collection for Laboratory Analysis
- Mold and Indoor Air Quality Investigations
- Environmental Site Assessments (Phase 1 and 2)
- Community Air Monitoring Programs (CAMP) Implementation
- Storm Water Pollution Prevention Plan (SWPPP) Inspections
- Above Ground (AST) and Underground (UST) Storage Tank Testing and Management

Special Inspection

- Soil, Concrete, Masonry, Wood, and Steel
- Driven, Cast-in-Place, and Helical Pile Deep Foundations
- Cold-Formed Metal Framing
- Wind and Seismic Resistance
- Fireproofing and Firestopping
- Exterior Insulation Finish Systems (EIFS)

Construction Materials Testing

- Soil, Concrete, Masonry, Fireproofing, Steel, and Pavement Field Testing
- Concrete and Asphalt Plant Inspection
- Concrete Mix Design and Mix Verifications
- Precast, Prestressed, and Steel Fabrication Inspection
- Welding Procedure and Performance Qualification
- Floor Flatness
- Moisture Vapor Emissions and Relative Humidity of Concrete Floors
- Pavement Surface Smoothness
- Coating Inspection and Testing
- Forensic Investigations
- Fenestration Testing (Windows, Curtain Walls, Skylights, etc.)

Laboratory Testing

- Geotechnical Testing of Soil and Rock
- Aggregate Testing
- Construction Materials Testing
- Petrographic Analysis of Concrete and Aggregate
- Thermal Conductivity Testing of Soil and Concrete

Non-Destructive Examination and Testing

- Concrete Investigative Services: Ultrasonic Pulse Velocity, Impact Echo, Windsor Probe, Rebound Hammer, Chain Drag, Concrete Maturity, and Half Cell Corrosion
- Ground Penetrating Radar (GPR)
- Ultrasonic Testing (UT), Magnetic Particle Testing (MT), and Dye Penetrant Testing (PT)
- Vibration Monitoring
- Building Condition Surveys



WBE certified company



OFFICE

Buffalo, NY

EXPERIENCE

30 Years

EDUCATION

BS, Civil Engineering Tech.
Rochester Institute of Technology
Rochester, NY

AAS, Const. Engineering Tech.
SUNY Alfred
Alfred, NY

LICENSE

Professional Engineer
New York #079104

Professional Engineer
Pennsylvania #053503

THOMAS R. SEIDER, PE

Senior Engineer

Thomas is a Senior Engineer at Atlantic Testing Laboratories, Limited (ATL) and has experience in geotechnical and civil engineering projects.

RESPONSIBILITIES

- Planning and supervision of subsurface explorations and providing geotechnical design and construction recommendations for buildings, bridges, tanks, underground utilities, transmission line towers, and other structures.
- Civil works construction monitoring, field quality assurance testing and geotechnical laboratory testing.
- Remedial investigations, construction oversight and management, landfill design, and slope stability projects.

PROJECT EXPERIENCE

- Heritage Discovery Center
Buffalo, NY
- Pioneer Camp & Retreat Center Beach Access Ramp
Evans, NY
- Amherst State Park Timber Boardwalk & Bridge
Amherst, NY
- Stoney Brook State Park Water Storage Tanks
Dansville, NY
- Science Building Addition & Renovation, SUNY Buffalo State University
Buffalo, NY
- 4th Street Parking Garage, Health Now Headquarters
Buffalo, NY
- Empire State Transmission Line Pole Structures, NEXTRA
Royalton, NY
- Bridge Replacement over Pine Creek, Kheops AES
Orange, NY
- Bridge Replacement over Elton Creek, Popli Design
Farmersville, NY
- Feed More WNY Facility, Trautman Associates
Hamburg, NY
- Prospect Street Slope Stability Evaluation, Town of Perrysburg
Perrysburg, NY
- Goodrich Road Improvements, CPL
Clarence, NY
- John R. Oishei Children's Hospital, Kaleida Health
Buffalo, NY
- Replacement of 2 Box Culverts, Foit-Albert
Lancaster, NY
- Women & Children's Hosp. Buffalo Niagara Medical Campus, Kaleida
Buffalo, NY
- Connecticut Street Academic Building, D'Youville College
Buffalo, NY
- Buffalo Niagara Medical Campus Gates Vascular Institute, Kaleida
Buffalo, NY



LaBella

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(877) 626-6606



Exhibit B
Terms and Conditions

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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