

**VILLAGE OF LANCASTER  
BOARD MEETING**

**A G E N D A**

- X 1. PLEDGE TO THE FLAG
- X 2. ROLL CALL
- X 3. MINUTES OF MEETINGS DATED: December 8 (regular meeting)
- X 4. ABSTRACT OF AUDITED VOUCHERS
- X 5. LISTED CORRESPONDENCE
- X 6. RESOLUTIONS
- X 7. AUDIENCE PARTICIPATION
- X 8. COMMITTEE REPORTS – FOLLOW UP
- X 9. DEPARTMENT HEAD REPORTS
- X 10. HEARINGS 7:15 p.m. – Joint Comprehensive Plan - Updated
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING**

**MONDAY, JANUARY 12, 2026**

**HAPPY HOLIDAYS!!**



**VILLAGE OF LANCASTER  
NOTICE OF PUBLIC HEARING  
MONDAY, DECEMBER 22, 2025**

**PLEASE TAKE NOTICE;** That the Village of Lancaster Board of Trustees scheduled a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Monday, December 22, 2025 at 7:15 P.M. to allow the opportunity for members of the public to provide feedback on the 2025 Village of Lancaster and Village of Depew Joint Comprehensive Plan.

The full text of the proposed Comprehensive Plan Update may be viewed at the Village of Lancaster website <https://lancastervillageny.gov/comp-plan/> or during office hours at the office of the Village Clerk, Lancaster Municipal Building, 5423 Broadway, Lancaster, NY.

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

Michael E. Stegmeier  
Village Clerk

# **Village of Lancaster**

## **Audience Participation Guidelines**

Guidelines (highlighted in yellow) to be read by the Mayor or his/her designee at the beginning of the public comment portion of the meeting. Guidelines will also be posted in common public areas and in the agenda for the Village of Lancaster Board Meetings.

Raise your hand to be recognized by the Mayor or his/her designee.

State your name and address.

Speak directly to the Village Board only, using the microphone provided.

Speak once for three (3) minutes or less, unless extended by the Mayor or his/her designee.

Any unruly activity, including yelling, name calling or request for personal information will not be tolerated. The audience member misbehaving in such manner may have his or her opportunity to speak summarily terminated.

Public comment will only be held in the portion of the meeting as stated in the agenda.

**VILLAGE OF LANCASTER, NY****December 8, 2025****OFFICIAL MEETING MINUTES****Page 1 of 7**

The regular meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, December 8, 2025, at 7:00 P.M.

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

**Attendance:**

		<u>Attended / Absent</u>
<b>William C. Schroeder</b>	<b>Mayor</b>	18 / 1
Tammie E. Malone Schaefer (Absent)	Trustee/ Deputy Mayor	17 / 2
<b>John Mikoley</b>	<b>Trustee</b>	17 / 2
Deirdre A. Miller (Absent)	Trustee	17 / 2
<b>Gavin J. O'Brien</b>	<b>Trustee</b>	19 / 0

**Also Present:**

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

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**Mayor Schroeder led the pledge to the flag.**

<b>ACCEPTANCE OF MINUTES</b>
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Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to accept the minutes of the November 24, 2025 regular meeting.

Adopted Resolution:   **319**                      Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

<b>ABSTRACT OF AUDITED VOUCHERS</b>
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Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 11/25/2025 to 12/8/2025.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 60 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND</b> -----in the amount of	<b>\$</b>	<b>469,200.05</b>
<b>SEWER FUND</b> -----in the amount of	<b>\$</b>	<b>66,554.25</b>
<b>TRUST FUND</b> -----in the amount of	<b>\$</b>	<b>450.12</b>
<b>CAPITAL FUND</b> -----in the amount of	<b>\$</b>	<b>87,229.82</b>
<b>EQUIPMENT RESERVE</b> -----in the amount of	<b>\$</b>	<b>--</b>
<b>COMMUNITY DEVELOPMENT</b> -----in the amount of	<b>\$</b>	<b>--</b>
<b>SPECIAL REPAIR RESERVE FUND</b> ----in the amount of	<b>\$</b>	<b>--</b>
<b>For the period from    <u>11/11/2025</u>   To   <u>11/24/2025</u></b>		

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

General Fund checks # 93689 through # 93731  
Sewer Fund checks # 12341 through # 12346  
Trust Fund check # 2623  
Capital Fund checks # 1964 through # 1965

Adopted Resolution: **320**                      Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

<b>CORRESPONDENCE:</b>
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- 1) Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, open complaints, inspections, and expired permits that were filed for properties within the Village of Lancaster from November 13, 2025 – November 25, 2025.

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

Adopted Resolution: **321**                      Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

- 2) Correspondence from Key Capture Energy providing notice of its intent to submit a bid for its proposed battery energy storage project in response to NYSERDA's upcoming Request for Proposals for Long-Term Contracts to Purchase Index Storage Credits (ISCs).

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

Adopted Resolution: **322**                      Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

<b>RESOLUTIONS:</b>
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Motion by Trustee O'Brien and seconded by Trustee Mikoley to schedule a public hearing in Council Chambers on Monday, December 22, 2025, at 7:15 p.m. to allow members of the public to provide feedback on the 2025 Village of Lancaster and Village of Depew Joint Comprehensive Plan and further to direct Clerk-Treasurer Stegmeier to advertise this public hearing per normal procedures.

Adopted Resolution: **323**                      Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

Motion by Trustee O'Brien and seconded by Trustee Mikoley authorizing Mayor Schroeder to sign and approve Modification No. 1 to the Agreement with NYSERDA related to a Clean Energy Communities (CEC) Program grant for the purpose to update and revise Exhibit A, Statement of Work, revised as of November 24, 2025.

Adopted Resolution: **324**                      Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** authorizing Mayor Schroeder to sign, execute, and submit an Intermunicipal Agreement with the County of Erie for funding in the amount of \$40,500 towards the installation of an ADA Crosswalk on Clark Street along with required documentation per the terms of the Agreement.

Adopted Resolution: **325**

Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to approve the proposal from TechNet MSP in the amount of \$5,900.00 for the purchase of a 2-Door Access System for the Municipal Building on an emergency basis to upgrade the existing key fob system which is currently inaccessible to make edits or manage users due to a damaged connection along with outdated hardware and unsupported software.

Adopted Resolution: **326**

Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

<b>AUDIENCE PARTICIPATION:</b>
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**Tom Sweeney – 11 West Main Street:** He thanked the Village Board for coordinating the events held over recent weekends. He appreciates the efforts of DPW with the work they do to set up and manage these events.

He commented on the importance of keeping open the stair stepping garden area during the winter months as it is used regularly to provide access between the park and West Main Street businesses. The lower parking lot is also being used often by visitors who would use these stairs to access the street.

<b>COMMITTEE REPORTS &amp; FOLLOW UPS:</b>
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➤ **FINANCE & CLAIMS** – Trustees Miller & O'Brien

There were six (6) responses to the Engineering RFQ. He met with Trustee Miller and Clerk-Treasurer Stegmeier to narrow it down to four (4) firms as a short list to invite out to the Village to make a presentation in person. He suggested Wednesday, January 14, 2026 as a date for these presentations.

Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** to schedule an executive session to meet with a short list of four (4) engineering firms on Wednesday, January 14, 2026, starting at 1:00 p.m. to discuss responses to the Engineering RFQ.

Adopted Resolution: **327**

Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

➤ **PUBLIC WORKS** – Trustee Mikoley

He commented regarding the stairway between Cayuga Creek Park and West Main Street that has been shut down during previous winters due to difficulty with maintaining the area. However, he noted that this is the first year with the new building at 20 West Main Street which creates an issue with access from the park below to the street where businesses are located. He spoke with Superintendent Cisco and DPW is willing to maintain the stairway area as best as possible this winter season to keep this access point open to the public.

He noted that flags at municipal properties are not being properly lit. Flags should be either taken down or lit at night at our municipal locations. He will be looking at options to make sure that flags are properly lit in the evenings, and we will start with a solar option at one location to see how it works.

➤ **PUBLIC SAFETY** – Mayor Schroeder

He commented on the benefits of constructing an ADA compliant crosswalk on Clark Street. A funding agreement with Erie County was approved earlier in the meeting.

The Village was put on a list by NYSDOT for a traffic study in the Broadway / Aurora Street area. We are still waiting to hear back from DOT.

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

A committee met to discuss signage code regulations that need to be addressed specifically in mixed-use districts. A new zoning code update was adopted in 2023 which eliminated a pre-existing section which included signage regulations. There was a subsequent proposal from CPL for signage code updates that was never adopted and as a result there have been no regulations for signage in mixed-use districts since that time. The CPL proposal was voluminous and would be difficult to adopt within our Code as it is drafted. He requested the Planning Commission, Historic Preservation Commission, and Zoning Board review the CPL proposal to determine if there are any important sections within the proposal that need to be kept and incorporated into our Code. He asked for feedback by mid-January.

He further explained that Attorney Herdzyk had proposed revisions to the signage code back in 2021 that were not adopted by the Village Board at the time. He has provided a new revision that would re-institute the previous code section with minor changes to fix issues that were previously identified. He anticipates recommending Attorney Herdzyk's proposal with the possibility of adding some portions of the CPL proposal after review by the Village committees if determined there is language that should be included.

He met with Amy Stypa to prepare redlined changes to the Tree Code. The proposed revisions are currently being reviewed by the Forestry Advisory Board. It will then be sent to Attorney Herdzyk for consideration and to prepare the documentation for the local law approval process.

With approval of a new key fob system for the Municipal Building, it was discussed that this would be the right time to address use of the building by outside groups specifically after regular business hours. This is a security issue where individuals unknown to Village officials and personnel are given access to the building without any supervision or verification that they should be there. He confirmed with the Town of Lancaster and Village of Depew that they do not allow such after-hours access to their buildings. The groups currently using the building after regular hours will be notified that the building will no longer be accessible to outside groups when it is closed. They will be given a period of time to make the transition and find another location to have their meetings in the future, or to find a time during normal business hours when the building is open and available.

➤ **HUMAN RESOURCES** – Trustee Malone Schaefer (Absent)

No report.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer (Absent)

Mayor Schroeder offered thanks to all departments, employees, and others for their efforts and assistance with the Tree Lighting event and Fire Truck Parade.

The New Year's Eve Ball Drop will take place on December 31<sup>st</sup>. Skylighters is looking at alternative options for a light display to take the place of fireworks for this event.

➤ **ECONOMIC DEVELOPMENT** – Mayor Schroeder

No report.

➤ **SEWER** – Trustee Mikoley

There is a Sewer Committee meeting next week on Monday, 12/15 to discuss the Watts report regarding stormwater investigations and findings.

➤ **GRANTS** – Trustee O'Brien

ZEV Grant – EV Charging Station

Bill Schutt's office is reviewing the bids and a recommendation for awarding the contract for the Level 3 charging station is anticipated at our next Village Board meeting on 12/22.

NY Forward – LMB Pocket Park

He discussed a conflict with the location of Picasso's Pizza dumpster and reviewed potential options that have been proposed during review of the project with LaBella Associates. He noted that history of the property provided by the Town Building Department does not show any specific approval to allow the dumpster on Village property. He will arrange a meeting with the property owner and LaBella Associates to discuss the matter and explain the Village's intent to have the dumpster moved to the back of the parking lot.

TAP- Central Ave Streetscape Broadway to Walden

There is a meeting next week with DiDonato Associates and NYSDOT to discuss the right-of-way acquisition process.

CEC Grant – Electric Landscaping Equipment & Building Energy Upgrades

The resolution earlier this evening allows us to proceed with the North End Fire Hall weatherization and efficiency upgrades.

Heritage Trail Extension

He discussed this project with Supervisor Nowak from Town of Cheektowaga and Mayor Peterson from Village of Depew. We all agreed that the funding burden is too high for each of our municipalities. We will continue to look for funding sources to move this project forward in the future.

➤ **TECHNOLOGY & MARKETING** – Trustee Miller (Absent)

No report.

➤ **CLIMATE SMART** – Trustee O'Brien

The Forestry Advisory Board and Climate Smart Communities Task Force met last week Thursday (12/4) for their quarterly meetings. Minutes were provided in the board packets for review.

The Village of Lancaster has earned its Tree City USA certification for the 7<sup>th</sup> consecutive year.



Our DPW along with some eager volunteers during our spring planting event planted over 250 trees in the Village this year.

<b>DEPARTMENT HEAD REPORTS &amp; FOLLOW UPS:</b>
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➤ **SUPERINTENDENT OF PUBLIC WORKS** – Wayne Cisco

Plowing and salting has been going fine. He commented regarding a sample of new salt that was delivered which is better for the environment but with a more expensive cost. It worked very well but it is not economically feasible based on the cost, and they will not be using it going forward at this time.

He commented on issues with vehicles being parked in the street during snow plowing. He has been dealing with the situation with the assistance of Lancaster Police Department, as needed. He requested reinforcement of the parking ban with residents as a reminder not to park on the street during overnight hours.

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

Erie County Board of Elections has requested to once again use the North End Fire Hall as a polling site location in 2026 due to the loss of another polling site that they are unable to keep using going forward. Representatives will be visiting the site on Wednesday for an inspection as part of their due diligence process.

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

There were 37 calls during November and 372 calls year-to-date. The number of calls is down overall for this year.

Member training has finished up for this year with over 3,500 hours completed.

Department physicals were done this past weekend and this evening.

The department will be participating in the New Year's Eve ball drop event.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

His office is staying active. There are a number of change in use applications being filed for new businesses that are coming into the area.

He thanked law enforcement for assistance with a difficult code enforcement action. The matter is now moving forward in a positive direction.

He commented regarding the winter season and the need for residents to be diligent regarding plowing, shoveling sidewalks, and snow storage issues.

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

No report.

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

No report.

**MISCELLANEOUS:**

Trustee O'Brien encouraged residents to help with shoveling out hydrants to keep them clear of snow to provide safe and clear access during emergency response calls.

**ADJOURNMENT:**

Motion by **Mayor Schroeder** and seconded by **Trustee Mikoley** to adjourn the meeting at 7:21 p.m. in memory of Kathy Paztryk, Lorraine D'Arcy, Narletta Kaull, and Deborah Wilczak.

Adopted Resolution:     **328**                   Ayes: Mayor Schroeder, Trustees Mikoley and O'Brien

Respectfully submitted,

Michael E. Stegmeier  
Clerk-Treasurer

# ABSTRACT

December 22, 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

December 09, 2025 to December 22, 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 \$ 191830.34  
SEWER FUND -----in the amount of \$ 20210.78  
TRUST FUND -----in the amount of \$ 3445.50  
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 215486.62

For the period from November 25, 2025 to December 08, 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.....	63
General Fund Ck#.....	93732-93779
Sewer Fund Ck#.....	12347-12352
Trust Fund Ck#.....	2624-2626
Capital Fund Ck#.....	
Community Development Fund Ck#	

\_\_\_\_\_  
Mayor William Schroeder

# Abstract Summary of Funds

Board Meeting Date: December 8, 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				
2025-2026 Budget	\$ 62,096.96	\$ 11,276.05	\$ 3,445.50	
M&T Credit Card - Nov.	\$ 2,216.06			
Payroll Voucher 12/05/2025	\$ 80,688.33	\$ 5,389.69		
Fica Voucher 12/05/2025	\$ 6,263.52	\$ 412.31		
Highmark	\$ 28,194.65	\$ 3,132.73		
Barry, John	\$ 1,000.00			
TASC	\$ 11,370.82			
<b>TOTALS</b>	<b>\$ 191,830.34</b>	<b>\$ 20,210.78</b>	<b>\$ 3,445.50</b>	<b>\$ -</b>

**TOTAL ALL FUNDS \$ 215,486.62**

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

12/09/2025

10:16 AM

Ranges		Item Status		Purchase Types		Misc	
Range: First to Last Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 05/31/26		Open: N Void: N Paid: N Held: N Aprv: N Rcvd: Y		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Format: Detail without Line Item Notes Include Non-Budgeted: Y Prior Year Only: N * Means Prior Year Line: Vendors: All	
PO #	PO Date	Vendor	Contract	PO Type			
Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date Rcvd Date Chk/Void Date Invoice
26-00816	12/05/25 ACEFL005	ACE FLAG CO.					
1	STAINLESS STEEL HOSE CLAMPS	\$99.90	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	12/05/25 12/05/25 69497
26-00817	12/05/25 AMAZO010	AMAZON CAPITAL SERVICES					
1	VARIOUS ITEMS	\$26.58	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	12/05/25 12/05/25 VARIOUS
2	VARIOUS ITEMS	\$162.93	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	12/05/25 12/05/25 VARIOUS
3	VARIOUS ITEMS	\$92.60	A -5010-402-000	E	STREETS ADMINISTRATION-OFFICE	R	12/05/25 12/05/25 VARIOUS
4	VARIOUS ITEMS	\$52.70	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	12/05/25 12/05/25 VARIOUS
5	VARIOUS ITEMS	\$10.44	A -7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E	R	12/05/25 12/05/25 VARIOUS
6	VARIOUS ITEMS	\$408.09	A -7550-425-000	E	CELEBRATIONS-CHRISTMASVILLE	R	12/05/25 12/05/25 VARIOUS
						<b>\$753.34</b>	
26-00818	12/04/25 AMERIO10	AMERICAN ROCK SALT CO LLC					
1	BULK ICE CONTROL SALT	\$6,732.06	A -5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	12/04/25 12/04/25 0807193
26-00819	12/04/25 APPLIO10	APPLIED INDUSTRIAL TECH					
1	SHOP RESTOCK	\$59.99	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	12/04/25 12/04/25 7033465515
26-00820	12/04/25 APPLIO10	APPLIED INDUSTRIAL TECH					
1	SHOP RESTOCK	\$215.67	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	12/04/25 12/04/25 7033426491
2	SHOP RESTOCK	\$215.71	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	12/04/25 12/04/25 7033426491
3	SHOP RESTOCK	\$215.68	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:TI	R	12/04/25 12/04/25 7033426491
4	SHOP RESTOCK	\$215.67	A -8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUCK	R	12/04/25 12/04/25 7033426491
5	SHOP RESTOCK	\$215.67	A -8560-452-000	E	SHADE TREES-TRUCK REPAIR & MAINT	R	12/04/25 12/04/25 7033426491
6	SHOP RESTOCK	\$215.67	G -8120-453-000	E	SANITARY SEWERS-REPAIRS & MAINT	R	12/04/25 12/04/25 7033426491

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

12/09/2025

10:16 AM

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
26-00820	12/04/25	APPLI010	APPLIED INDUSTRIAL TECH									
					<u>\$1,294.07</u>							
26-00821	12/04/25	ASCSA005	ASCAP									
1		MUSIC AGREEMENT - 1 YEAR		E	\$455.08	A -7550-420-000		CELEBRATIONS-MISC OVERHEAD	E R	12/04/25	12/04/25	500875261
26-00822	12/04/25	ASHLA005	ASHLAND PEST CONTROL INC									
1		MONTHLY PEST CONTROL-CENTRAL		E	\$91.00	A -5110-475-000		STREET'S MAINT-UNCLASSIFIED-PE	E R	12/04/25	12/04/25	10848
26-00823	12/02/25	BLUE3010	BLUE360 MEDIA LLC									
1		LAW BOOKS		E	\$95.95	A -1110-409-000		VILLAGE JUSTICE - LAW BOOKS	R	12/02/25	12/02/25	IN2510272890
26-00824	12/05/25	BMIL005	BMI, LICENSING DEPARTMENT									
1		ANNUAL MUSIC LISCENSING FEE		E	\$446.00	A -7550-420-000		CELEBRATIONS-MISC OVERHEAD	E R	12/05/25	12/05/25	61085431
26-00825	12/04/25	CHART020	CHARTER COMMUNICATION									
1		INTERNET&VOICE ALL LOCATIONS		E	\$545.00	A -1325-474-000		FINANCE TREASURER - WEB SITE	R	12/04/25	12/04/25	VARIOUS
26-00826	12/04/25	CHART005	CHARTER COMMUNICATIONS									
1		DPW BASIC TV & RECEIVERS		E	\$42.02	A -1640-435-000		DEPT PUBLIC WORKS-CONTRACTL	R	12/04/25	12/04/25	141774001110725
26-00827	12/05/25	CJKRA005	C J KRANTZ TOPSOIL INC.									
1		TOPSOIL & MULCH		E	\$312.00	A -8560-476-000		SHADE TREES-CONTR REMOVAL	B R	12/05/25	12/05/25	VARIOUS
2		TOPSOIL & MULCH		E	\$588.00	A -8560-476-000		SHADE TREES-CONTR REMOVAL	B R	12/05/25	12/05/25	VARIOUS
					<u>\$900.00</u>							
26-00828	12/02/25	COFFE005	COFFED, STEPHEN									
1		BALIFF-COURT SUPPORT		E	\$800.00	A -1110-435-000		VILLAGE JUSTICE - CONTRACTUAL	R	12/02/25	12/02/25	12/5/2025
26-00829	12/04/25	DELAG005	DELAGE LANDEN FINANCIAL SVC									
1		CLERK,COURT,CLIMATE COPIERS		E	\$303.05	A -1325-434-000		INANCE TREASURER - PROFESSIO	R	12/04/25	12/04/25	593408243
2		CLERK,COURT,CLIMATE COPIERS		E	\$96.85	A -1110-473-000		VILLAGE JUSTICE - COPIER MAINT	R	12/04/25	12/04/25	593408243
3		CLERK,COURT,CLIMATE COPIERS		E	\$99.41	A -8090-435-000		ENVIRONMENTAL - CONTRACTUAL	R	12/04/25	12/04/25	593408243
					<u>\$499.31</u>							

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

12/09/2025

10:16 AM

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00830	12/04/25	DELAG005	DELAG	LANDEN FINANCIAL SVC									
1	DPW COPIER LEASE PMT				\$259.00	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACT	R	12/04/25	12/04/25	12/15-1/14 2025	
26-00831	12/04/25	DELFT005	DELFT	PRINTING INC.									
1	NEWSLETTERS,FOLDING,ENVELOPES				\$1,448.81	A-1010-430-000	E	BOARD OF TRUSTEES - PRINTING	R	12/04/25	12/04/25	25-41699	
2	NEWSLETTERS,FOLDING,ENVELOPES				\$1,107.74	G-8115-430-020	E	PRINTING - CTO	R	12/04/25	12/04/25	25-41699	
					<b>\$2,556.55</b>								
26-00832	12/04/25	DIVAL005	DIVAL	SAFETY EQUIP. INC.									
1	MESH BREAKAWAY VEST- SCHAEFER				\$23.15	A-5010-442-000	E	STREETS ADMINISTRATION-SAFETY	R	12/04/25	12/04/25	3781647	
26-00833	12/04/25	ERIEC045	ERIE	COUNTY WATER AUTHORITY									
1	LMB & 6 SAINT MARYS				\$113.18	A-1620-441-000	E	SHARED SERVICES - WATER	R	12/04/25	12/04/25	VARIOUS	
2	LMB & 6 SAINT MARYS				\$77.13	A-7110-441-000	E	PARKS-WATER	R	12/04/25	12/04/25	VARIOUS	
					<b>\$190.31</b>								
26-00834	12/05/25	FERRY005	FERRY	INC									
1	TK 47 HOSE ASSEMBLY				\$278.22	A-8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT	R	12/05/25	12/05/25	77325	
26-00835	12/05/25	FERRY005	FERRY	INC									
1	REPAIRS TO DPW SHOP HOSE				\$24.78	A-1640-453-000	E	DEPT PUBLIC WORKS - REPAIRS	R	12/05/25	12/05/25	77452	
26-00836	12/04/25	FINGE005	FINGER	LAKES / CASTLE									
1	SHOP RESTOCK SUPPLIES				\$87.30	A-5110-452-000	E	STREETS MAINT-REPAIRS/MAINT.	R	12/04/25	12/04/25	933874	
26-00837	12/04/25	FLEET015	FLEET	PRIDE									
1	REPAIR PARTS TRUCK 12				\$1,025.63	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	12/04/25	12/04/25	130625475	
26-00838	12/04/25	GENE010	GENERAL	CODE PUBLISHERS									
1	ECODE360 ANNUAL MAINTENANCE				\$1,195.00	A-1325-435-200	E	FINANCE TREASURER - SVC MAINT	R	12/04/25	12/04/25	GC00132789	
26-00839	12/04/25	GENE010	GENERAL	CODE PUBLISHERS									
1	SUPPLEMENT NO 39				\$1,520.00	A-1325-430-000	E	FINANCE TREASURER - PRINTING	R	12/04/25	12/04/25	PG0000044319	

**LANCASTER VILLAGE**  
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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
26-00840	12/04/25	GRAZE010 GRAZEN, MATTHEW											
1	SEWER WAIVER REFUND			G	\$1,500.00	T -030-000		GUARANTY & BID DEPOSITS	R	12/04/25	12/04/25		15 WILKSHIRE
26-00841	12/05/25	HOMED005 HOME DEPOT CREDIT SVCS											
1	PARTS&SUPPLIES NOVEMBER 2025			E	\$1,542.49	A -1620-450-000		SHARED SERVICES - BUILDING & G	R	12/05/25	12/05/25		NOV25
2	PARTS&SUPPLIES NOVEMBER 2025			E	\$74.20	A -1640-450-000		DEPT PUBLIC WORKS GRGE-BUILD	R	12/05/25	12/05/25		NOV25
3	PARTS&SUPPLIES NOVEMBER 2025			E	\$288.24	A -5110-419-000		STREETS MAINT-TOOLS & PAINT	R	12/05/25	12/05/25		NOV25
4	PARTS&SUPPLIES NOVEMBER 2025			E	\$22.50	A -5110-452-000		STREETS MAINT-REPAIRS/MAINT:TI	R	12/05/25	12/05/25		NOV25
5	PARTS&SUPPLIES NOVEMBER 2025			E	\$468.80	A -7110-414-000		PARKS-MATERIALS-OTHER	R	12/05/25	12/05/25		NOV25
6	PARTS&SUPPLIES NOVEMBER 2025			E	\$1,467.32	A -7550-420-000		CELEBRATIONS-MISC OVERHEAD	R	12/05/25	12/05/25		NOV25
7	PARTS&SUPPLIES NOVEMBER 2025			E	\$984.27	A -7550-425-000		CELEBRATIONS-CHRISTMASVILLE	R	12/05/25	12/05/25		NOV25
					<b>\$4,847.82</b>								
26-00842	12/04/25	JARTR005 JAR TROPHIES & ENGRAVING											
1	KEYS TO THE VILLAGE - 4			E	\$160.00	A -1210-402-000		EXECUTIVE MAYOR - PLAQUES & A	R	12/04/25	12/04/25		112125
26-00843	12/04/25	KAMIN005 KAMINSKI & SONS TRUCK EQUIP.											
1	REPAIR PART TRUCK 14			E	\$101.66	A -5110-452-000		STREETS MAINT-REPAIRS/MAINT:TI	R	12/04/25	12/04/25		97735
26-00844	12/04/25	MANNY005 MANNY'S ACE HARDWARE											
1	PARTS&SUPPLIES NOVEMBER 2025			E	\$25.80	A -1620-450-000		SHARED SERVICES - BUILDING & G	R	12/04/25	12/04/25		NOV2025
2	PARTS&SUPPLIES NOVEMBER 2025			E	\$18.99	A -5010-402-000		STREETS ADMINISTRATION-OFFICE	R	12/04/25	12/04/25		NOV2025
3	PARTS&SUPPLIES NOVEMBER 2025			E	\$14.24	A -5110-412-000		STREETS MAINT-SIGNS	R	12/04/25	12/04/25		NOV2025
4	PARTS&SUPPLIES NOVEMBER 2025			E	\$29.43	A -5110-419-000		STREETS MAINT-TOOLS & PAINT	R	12/04/25	12/04/25		NOV2025
5	PARTS&SUPPLIES NOVEMBER 2025			E	\$21.84	A -5132-452-000		SNOW REMOVAL-REPAIRS/MAINT:TI	R	12/04/25	12/04/25		NOV2025
6	PARTS&SUPPLIES NOVEMBER 2025			E	\$166.97	A -7110-414-000		PARKS-MATERIALS-OTHER	R	12/04/25	12/04/25		NOV2025
7	PARTS&SUPPLIES NOVEMBER 2025			E	\$753.70	A -7550-425-000		CELEBRATIONS-CHRISTMASVILLE	R	12/04/25	12/04/25		NOV2025
8	PARTS&SUPPLIES NOVEMBER 2025			E	\$70.26	A -8560-475-000		SHADE TREES-UNCLASSIFIED	R	12/04/25	12/04/25		NOV2025
					<b>\$1,101.23</b>								
26-00845	12/04/25	NAPAA010 NAPA AUTO PARTS											
1	PARTS&SUPPLIES OCTOBER 2025			E	\$237.34	A -5110-452-000		STREETS MAINT-REPAIRS/MAINT:TI	R	12/04/25	12/04/25		OCT2025
2	PARTS&SUPPLIES OCTOBER 2025			E	\$1,548.52	A -5132-452-000		SNOW REMOVAL-REPAIRS/MAINT:TI	R	12/04/25	12/04/25		OCT2025



**LANCASTER VILLAGE**  
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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
26-00845	12/04/25	NAPAA010	NAPA AUTO PARTS					Account Continued				
3		PARTS&SUPPLIES OCTOBER 2025		E	\$162.28	A -8170-452-000		ST CLEANING-REPAIR/MAINT TRUC R		12/04/25	12/04/25	OCT2025
4		PARTS&SUPPLIES OCTOBER 2025		E	\$123.12	A -8560-452-000		SHADE TREES-TRUCK REPAIR & M, R		12/04/25	12/04/25	OCT2025
					<b>\$2,071.26</b>							
26-00846	12/04/25	NEWEN005	NEW ENTERPRISE STONE & LIME CO									
1		ASPHALT		E	\$150.37	A -5110-412-000		STREETS MAINT-SIGNS	R	12/04/25	12/04/25	8713760
26-00847	12/04/25	NYSAS015	NYS ASSOC. OF CITY & VILLAGE C									
1		MEMBERSHIP DUES-STEG./KISIEL		E	\$100.00	A -1325-432-000		FINANCE TREASURER - DUES & SU R		12/04/25	12/04/25	2025-2026
26-00848	12/04/25	NOCOE005	NOCO ENERGY CORP- FUELS									
1		DIESEL FUEL		E	\$729.86	A -5110-416-000		STREETS MAINT-GASOLINE & OIL	R	12/04/25	12/04/25	SP13169787
2		DIESEL FUEL		E	\$363.68	A -5132-416-000		SNOW REMOVAL-GASOLINE & OIL	R	12/04/25	12/04/25	SP13169787
3		DIESEL FUEL		E	\$446.37	A -8170-416-000		STREET CLEANING-GASOLINE & OI R		12/04/25	12/04/25	SP13169787
4		DIESEL FUEL		E	\$419.26	A -8560-416-000		SHADE TREES-GASOLINE & OIL	R	12/04/25	12/04/25	SP13169787
5		DIESEL FUEL		E	\$299.89	G -8120-416-000		SANITARY SEWERS-FUEL & LUBE	R	12/04/25	12/04/25	SP13169787
					<b>\$2,259.06</b>							
26-00849	12/04/25	NOCOE010	NOCO ENVIRONMENTAL									
1		USED OIL PICK UP		E	\$215.00	A -1640-436-000		DEPT PUBLIC WORKS-ENVIRONME R		12/04/25	12/04/25	INV-005606
26-00850	12/01/25	OCCUS005	OCCUSTAR INC									
1		PHYSICAL FOR NEW MEMBER		E	\$106.00	A -3411-471-000		FIRE DEPT-PHYSICALS	R	12/01/25	12/01/25	15108
26-00851	12/05/25	PARIS005	PARISE MECHANICAL, INC									
1		NEFH/LMB/DPW-PREV. MAINTENANCE		E	\$900.00	A -1620-435-000		SHARED SERVICES - CONTRACTU/ R		12/05/25	12/05/25	S25-646/S25-655
2		NEFH/LMB/DPW-PREV. MAINTENANCE		E	\$1,800.00	A -1621-435-000		NORTH END FIRE HALL-CONTRACT R		12/05/25	12/05/25	S25-646/S25-655
3		NEFH/LMB/DPW-PREV. MAINTENANCE		E	\$900.00	A -1640-435-000		DEPT PUBLIC WORKS-CONTRACTL R		12/05/25	12/05/25	S25-646/S25-655
					<b>\$3,600.00</b>							
26-00852	12/04/25	PARIS005	PARISE MECHANICAL, INC									
1		SVC CALL- BOILER DPW		E	\$285.00	A -1640-450-000		DEPT PUBLIC WORKS GRGE-BUILD R		12/04/25	12/04/25	S25-627

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
26-00853	12/04/25	SCRANTON'S THRUWAY BUILDERS SU						
1 RECEIVER CREW SUPPLIES	\$224.30	A -8540-414-000	E	DRAINAGE-MATERIALS & PIPE	R	12/04/25	12/04/25	125-110367
26-00854	12/04/25	SOUTHWORTH-MILTON, INC.						
1 REPAIR PARTS - TRUCK 126	\$36.29	A -5110-452-000	E	STREET'S MAINT-REPAIRS/MAINT:Tl	R	12/04/25	12/04/25	INV3749358
26-00855	12/04/25	SOUTHWORTH-MILTON, INC.						
1 REPAIR PARTS - TRUCK 126	\$28.11	A -5110-452-000	E	STREET'S MAINT-REPAIRS/MAINT:Tl	R	12/04/25	12/04/25	INV3753609
26-00856	12/04/25	STATE COMPTROLLER-JUSTICE FUND						
1 FINES/FEE'S OCTOBER 2025	\$445.50	T -061-000	G	TRUST FUND, COURT & TRUST	R	12/04/25	12/04/25	1442600-2025-10
26-00857	12/04/25	SIEFERT, MARY						
1 REIMBURSEMENT WAIVER - 18 5TH	\$1,500.00	T -030-000	G	GUARANTY & BID DEPOSITS	R	12/04/25	12/04/25	18 5TH AVE
26-00858	12/01/25	SUBURBAN LOCK & KEY, INC.						
1 KEYS FOR MEMBERS	\$75.00	A -3411-200-000	E	EQUIPMENT	R	12/01/25	12/01/25	11/10/2025
26-00859	12/05/25	TECHNET MSP LLC						
1 JANUARY 2026	\$4,265.00	A -1325-435-200	E	FINANCE TREASURER - SVC MAINT	R	12/05/25	12/05/25	1975
2 JANUARY 2026	\$1,612.00	A -3411-477-000	E	FIRE DEPT-RED ALERT PROG/INFO	R	12/05/25	12/05/25	1975
		<b>\$5,877.00</b>						
26-00860	12/05/25	THOMSON REUTERS - WEST PAYMENT						
1 NOVEMBER 2025	\$161.75	A -1420-409-000	E	LAW - LAW BOOKS	R	12/05/25	12/05/25	852880255
26-00861	12/04/25	TOWN OF LANCASTER						
1 DENTAL&VISION-RETIRED POLICE	\$1,564.82	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	12/04/25	12/04/25	NOV 2025
26-00862	12/01/25	TWIN DISTRICT FIRE CO.						
1 CPR/AED MEMBERS	\$180.00	A -3411-470-000	E	FIRE DEPT-TRAINING	R	12/01/25	12/01/25	11/20/2025
26-00863	12/04/25	VALLEJO'S VALLEY FAB & EQUIPMENT						

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PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	Invoice
26-00863	12/04/25	VALLE005	VALLEY FAB & EQUIPMENT										
1	REPAIR PARTS - TK 57&58		\$1,416.64	A-5110-452-000	E			STREETS MAINT-REPAIRS/MAINT:TI	R	12/04/25	12/04/25		13927
26-00864	12/04/25	VERIZ015	VERIZON										
1	DPW FLEET TRACKING-NOVEMBER		\$147.75	A-5110-435-000	E			STREETS MAINT-SERVICES MAINT	R	12/04/25	12/04/25		334000070890
2	DPW FLEET TRACKING-NOVEMBER		\$147.75	A-5132-430-000	E			SNOW REMOVAL-CONTRACTUAL S	R	12/04/25	12/04/25		334000070890
3	DPW FLEET TRACKING-NOVEMBER		\$147.75	A-7110-414-000	E			PARKS-MATERIALS-OTHER	R	12/04/25	12/04/25		334000070890
4	DPW FLEET TRACKING-NOVEMBER		\$147.75	A-8560-476-000	E			SHADE TREES-CONTR REMOVAL B	R	12/04/25	12/04/25		334000070890
5	DPW FLEET TRACKING-NOVEMBER		\$147.75	G-8120-434-000	E			SANITARY SEWERS-REPAIRS/MATE	R	12/04/25	12/04/25		334000070890
			<b>\$738.75</b>										
26-00865	12/04/25	WMCOR005	WM CORPORATE SERVICES INC										
1	8 YARD DUMSPTR SVC LMB/DPW		\$625.55	A-8160-434-000	E			REFUSE & GARBAGE-CONTRACT S	R	12/04/25	12/04/25		5211981-1342-0
26-00866	12/01/25	WEXBA010	WEX BANK										
1	NOVEMBER 2025 GAS PURCHASES		\$434.36	A-3411-416-000	E			FIRE DEPT-GASOLINE & OIL	R	12/01/25	12/01/25		109052547
26-00867	12/08/25	ADPIN005	ADP, INC.										
1	TIME&ATTEND/MANAGEMENT REPORTS		\$1,262.25	A-1325-435-300	E			FINANCE TREASURER - PAYROLL S	R	12/08/25	12/08/25		VARIOUS
26-00868	12/08/25	DAVEY010	DAVEY RESOURCE GROUP, INC.										
1	INSPECTIONN OF NEW PLANTS		\$320.00	A-8560-420-000	E			SHADE TREES-USDA TREE EQUITY	R	12/08/25	12/08/25		900163323
26-00869	12/08/25	DRESC005	DRESCHER & MALECKI, LLP										
1	R/T AUDIT FY ENDING 5/31/25		\$13,175.00	A-1010-435-100	E			BOARD OF TRUSTEES - AUDITOR	R	12/08/25	12/08/25		2512007
26-00870	12/08/25	ERIEC045	ERIE COUNTY WATER AUTHORITY										
1	NEFH 83/-11/2 2025		\$77.13	A-1621-441-000	E			NORTH END FIRE HALL - WATER	R	12/08/25	12/08/25		28063600-5
26-00871	12/08/25	SHERI005	SHERIDAN HR LLC										
1	MONTHLY HR - DECEMBER 2025		\$2,700.00	A-1010-435-600	E			BOARD OF TRUSTEES - H/R CONSL	R	12/08/25	12/08/25		3653
26-00872	12/08/25	WATTS005	WATTS ARCHITECTURE & ENGINEERS										
1	SEWERS&STORMWATERINVESTIGATION		\$1,585.00	G-8120-435-000	E			SANITARY SEWERS-CONTRACTUAL	R	12/08/25	12/08/25		45933

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
26-00872	12/08/25 WATTS005 WATTS ARCHITECTURE & ENGINEERS						Account Continued					
2	SEWERS&STORMWATERINVESTIGATION			\$7,920.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R	12/08/25	12/08/25		45934
				<u>\$9,505.00</u>								
Total Purchase Orders:		57	Total P.O. Line Items:	100	Total List Amount:	\$76,818.51	Total Void Amount:	\$0.00				

Totals by Year-Fund				
Fund Description	Fund	Expend Total	Revenue Total	G/L Total
	6-A	\$62,096.96	\$0.00	\$0.00
	6-G	\$11,276.05	\$0.00	\$0.00
	6-T	\$0.00	\$0.00	\$3,445.50
Total Of All Funds:		\$73,373.01	\$0.00	\$3,445.50
				\$76,818.51
Totals by Fund				
Fund Description	Fund	Expend Total	Revenue Total	G/L Total
	A	\$62,096.96	\$0.00	\$0.00
	G	\$11,276.05	\$0.00	\$0.00
	T	\$0.00	\$0.00	\$3,445.50
Total Of All Funds:		\$73,373.01	\$0.00	\$3,445.50
				\$76,818.51

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

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Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	6-A	\$62,096.96	\$0.00	\$0.00	\$0.00	\$62,096.96
	6-G	\$11,276.05	\$0.00	\$0.00	\$0.00	\$11,276.05
	Total Of All Funds:	\$73,373.01	\$0.00	\$0.00	\$0.00	\$73,373.01

Batch Id: CREDITCD Batch Date: 11/30/25 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -3990-474-000 DISASTER PREP- WEBSITE & INFO TECHNOLOGY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SCOTT KUHLMEY - BLUE DOCK MEDIA Cr: A -200-000 CASH	64.00		1
A -3990-479-000 DISASTER PREPAREDNESS-PAGERS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SCOTT KUHLMEY - RAPID FAX Cr: A -200-000 CASH	11.99		2
A -1325-435-200 FINANCE TREASURER - SVC MAINT CONTRACTS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-ADOBE-CTO OFFICE 2 ACCOUNTS Cr: A -200-000 CASH	47.98		3
A -5010-403-000 STREETS ADMINISTRATION-COMPUTER SOFTWARE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW- ADOBE 1 ACCOUNT Cr: A -200-000 CASH	23.99		4
A -1420-432-000 LAW - DUES & SUBSCRIPTIONS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	ATTY- ADOBE 1 ACCOUNT Cr: A -200-000 CASH	23.99		5
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-APPLE MUSIC FOR IPOD Cr: A -200-000 CASH	10.99		6
A -1620-439-000 SHARED SERVICES - TELEPHONE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	VONAGE- LMB PORTION Cr: A -200-000 CASH	508.28		7
A -1640-431-000 DEPT PUBLIC WORKS - TELEPHONE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	VONAGE- DPW PORTION Cr: A -200-000 CASH	181.54		8
A -1621-439-000 NORTH END FIRE HALL - TELEPHONE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	VONAGE- NEFH PORTION Cr: A -200-000 CASH	26.40		9
A -3990-432-000 DISASTER PREPAREDNESS-DUES & SUBS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	FIRE-NFPA-2026 MEMBERSHIP Cr: A -200-000 CASH	225.00		10
A -7550-425-000 CELEBRATIONS-CHRISTMASVLE/TREE LIGHTING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-LOWES-DECORATIONS FOF CHRISTMAS Cr: A -200-000 CASH	476.90		11
A -7550-425-000 CELEBRATIONS-CHRISTMASVLE/TREE LIGHTING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-FASTSIGNS- SIGN FOR GSG PER MAYOR Cr: A -200-000 CASH	150.00		12
A -7550-425-000 CELEBRATIONS-CHRISTMASVLE/TREE LIGHTING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-PORTAPOTTY RENTALS TREE LIGHTING Cr: A -200-000 CASH	465.00		13

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	2,216.06	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		2,216.06	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	13	2,216.06
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	13	

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



Batch Id: PAYROLL Batch Date: 12/05/25 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 12/05/2025 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 12/05/2025 Cr: A -200-000 CASH	2,778.07		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	575.43		3
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	5,633.91		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	2,065.77		5
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	556.00		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	220.00		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	15,178.84		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	923.08		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 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 12/05/2025 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 12/05/2025 Cr: A -200-000 CASH	144.23		13
A -4020-100-000 REGISTRAR VITAL STATS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	184.60		14

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -5010-100-000 STREETS ADMINISTRATION-PERSONAL SVCS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	7,494.15		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	4,771.33		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	4,002.79		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	6,419.16		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 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 12/05/2025 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 12/05/2025 Cr: A -200-000 CASH	90.00		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	19,851.19		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	1,592.10		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	2,352.17		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: A -200-000 CASH	96.13		27

December 9, 2025  
11:56 AM

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 12/05/2025 Cr: A -522-000 EXPENDITURE CONTROL	1,187.73-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 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 12/05/2025 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 12/05/2025 Cr: G -200-000 CASH	2,886.75		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/05/2025 Cr: G -200-000 CASH	2,502.94		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 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 12/05/2025 Cr: A -200-000 CASH	2,766.75		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/05/2025 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 12/05/2025 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 12/05/2025 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 12/05/2025 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 12/05/2025 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 12/05/2025 Cr: A -200-000 CASH	2,626.54		41

WARNING: This account would have a negative balance: A -7550-100-000. Balance would be: 30,451.05-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	80,688.33	0.00	0.00	0.00	0.00	0.00
	G	5,389.69	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		86,078.02	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	86,078.02
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.

December 9, 2025  
11:45 AM

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Page No: 1

Batch Id: FICA      Batch Date: 12/05/25      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 12/05/2025 Cr: A -200-000 CASH	6,263.52		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 12/05/2025 Cr: G -200-000 CASH	412.31		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,263.52	0.00	0.00	0.00	0.00	0.00
	G	412.31	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,675.83	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,675.83
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.

Ranges		Item Status		Purchase Types		Misc				
Range: First to Last		Open: N		Bid: Y		P.O. Type: All				
Rcvd Batch Id Range: First to Last		Void: N		State: Y		Format: Detail without Line Item Notes				
Encumbrance Date Range: First to 05/31/26		Paid: N		Other: Y		Include Non-Budgeted: Y				
		Held: N		Exempt: Y		Prior Year Only: N				
		Aprv: N				* Means Prior Year Line:				
		Rcvd: Y				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
26-00814	11/25/25	HIGHM010	HIGHMARK BCBS OF WNY							
1	EMPLOYEE HEALTH INS DECEMBER25	\$28,194.65	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & R		11/25/25	11/25/25		DECEMBER 2025
2	EMPLOYEE HEALTH INS DECEMBER25	\$3,132.73	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M R		11/25/25	11/25/25		DECEMBER 2025

Totals by Year-Fund				
Fund Description	Fund	Expend Total	Revenue Total	G/L Total
	6-A	\$28,194.65	\$0.00	\$0.00
	6-G	\$3,132.73	\$0.00	\$0.00
Total Of All Funds:		\$31,327.38	\$0.00	\$0.00
Totals by Fund				
Fund Description	Fund	Expend Total	Revenue Total	G/L Total
	A	\$28,194.65	\$0.00	\$0.00
	G	\$3,132.73	\$0.00	\$0.00
Total Of All Funds:		\$31,327.38	\$0.00	\$0.00



Ranges		Item Status		Purchase Types		Misc	
Range: First to Last		Open: N		Bid: Y		P.O. Type: All	
Rcvd Batch Id Range: First to Last		Void: N		State: Y		Format: Detail without Line Item Notes	
Encumbrance Date Range: First to 05/31/26		Paid: N		Other: Y		Include Non-Budgeted: Y	
		Held: N		Exempt: Y		Prior Year Only: N	
		Aprv: N				* Means Prior Year Line:	
		Rcvd: Y				Vendors: All	
PO #		PO Date Vendor		Contract PO Type			
Item Description		Amount Charge Account		Acct Type Description		Stat/Chk	
26-00815		11/26/25 BARRY010 BARRY, JOHN				First Enc Rcvd Chk/Void	
1 EMCEE- TREE LIGHTING 2025		\$1,000.00 A -7550-425-000		E		Date Date Date Invoice	
						11/26/25 11/26/25 009	
						CELEBRATIONS-CHRISTMASVILLE R	
Total Purchase Orders:		1		Total P.O. Line Items:		Total List Amount: \$1,000.00	
						Total Void Amount: \$0.00	

Totals by Year-Fund						
Fund Description		Fund	Expend Total	Revenue Total	G/L Total	Total
Total Of All Funds:		6-A	\$1,000.00	\$0.00	\$0.00	\$1,000.00
			\$1,000.00	\$0.00	\$0.00	\$1,000.00
Totals by Fund						
Fund Description		Fund	Expend Total	Revenue Total	G/L Total	Total
Total Of All Funds:		A	\$1,000.00	\$0.00	\$0.00	\$1,000.00
			\$1,000.00	\$0.00	\$0.00	\$1,000.00

Batch Id: TASC		Batch Date: 12/08/25		Batch Type: Standard	
Account No.	Type	Entry Description	Amount	Tracking Id	Seq
Account Description					
A -9060-800-000	Expenditure	HRA TRANSACTIONS - NOVEMBER 2025	11,370.82		1
EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS					
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	11,370.82	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		11,370.82	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	11,370.82
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	1	

There are NO errors in this listing.

## LISTED CORRESPONDENCE

December 22, 2025

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, open complaints, inspections, and expired permits that were filed for properties within the Village of Lancaster from November 27, 2025 – December 11, 2025.
	ACTION -	Rec/File Refer to: _____	
2.	_____	_____	Correspondence from DPW Superintendent Wayne K. Cisco requesting approval to purchase a new CAT Loader from Caterpillar, Inc. (MILTON CAT) in the amount of \$254,902.00 through NYS Office of General Services (OGS) Contract # PC70866 and Sourcewell Contract # 011723-CAT.
	ACTION -	Rec/File Refer to: _____	
3.	_____	_____	Correspondence from William Schutt, P.E., Village Engineer, providing a recommendation to award the contract for the installation of a Level 3 Charging Station at Cayuga Creek Park to CIR Electrical Construction Corp. in the amount of \$78,500.00 as the lowest responsive bidder for this project.
	ACTION -	Rec/File Refer to: _____	
4.	_____	_____	Correspondence from Charter Communications providing notice of price increases that will take effect on or after January 15, 2026, for customers within the local community.
	ACTION -	Rec/File Refer to: _____	
5.	_____	_____	Correspondence from Fire Chief Eric Feldmann requesting authorization to purchase 6 sets of new Fire-Dex gear for members from Dival Safety & Supplies in the amount of \$20,850.00 on NYS Contract # PC 69018 with funds available in budget line A.3411.2602.
	ACTION -	Rec/File Refer to: _____	
6.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Change of Use application for 43 Central LLC for property located at 43 Central Avenue contingent upon the owner being able to guarantee tenant parking spaces in the parking lot, following review by the Commission at its December 18, 2025 meeting.
	ACTION -	Rec/File Refer to: _____	
7.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Change of Use application for Lancaster Plumbing Inc. for property located at 156 Central Avenue following review by the Commission at its December 18, 2025 meeting.
	ACTION -	Rec/File Refer to: _____	
8.	_____	_____	
	ACTION -	Rec/File Refer to: _____	

LISTED # 1  
CORRESPONDENCE  
MEETING DATE 12/22/2025

## VILLAGE COVER SHEET

DECEMBER 15, 2025 BOARD MEETING

PERMITS ISSUED 9

**VILLAGE PERMIT TOTAL**

INSTALL FENCE	1
DUMPSTER	3
ERECT SIGN	1
DEMOLITION OF INTERIOR OFFICE	1
INSTALL SOLAR PANELS	2
INSTALL RESIDENTIAL PLUMBING	1
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>9</b>

Everdry Waterproofing	23 Benson	Residential plumbing
NYS Essential Power Inc.	109 Hinchey Ave.	Solar Panels
NYS Essential Power Inc.	65 Hinchey Ave.	Solar Panels
Richard McDowell	137 Albert Dr.	Dumpster
FASTSIGNS	3825 Walden Ave.	Sign
IKE Fencing	2179 Como Park Blvd.	Fence
Paul Davis Restoration	5 Division St.	Demo Interior office
Christopher Rusinski	22 Roosevelt Ave.	Dumpster
Nicholas Corbi	110 Brunswick Rd.	Dempster



Town of Lancaster  
**Expired Permits Report**  
 11/27/2025 - 12/31/2025

<b>Permit #</b>	<b>Location</b>	<b>Description of Work</b>	<b>Permit Date</b>	<b>Exp. Date</b>
P-2023-36386	20 W Main St	Mixed Use Building with 6 vacant commercial units and 18 apartment units as shown on construction drawings and approved Site Plan.	12/19/2024	12/19/2025
P-2024-37603	16 Ashley Dr	Complete tear off and install new shingles with 6' ice shield	12/02/2024	12/02/2025
P-2024-37611	13 Doris Ave	Complete tear off and install new shingles with 6' ice shield	12/03/2024	12/03/2025
P-2024-37612	27 Maple Ave	Complete tear off and install new shingles with 6' ice shield	12/03/2024	12/03/2025
P-2024-37640	68 Church St	Sump pump install as per contract	12/17/2024	12/17/2025
P-2025-37968	Ste 600 20 W Main St	Interior buildout for Big Papa's Creamery Occupancy as shown on construction drawings and approved Change in Use.	04/25/2025	04/25/2026
P-2025-38134	Ste 300 20 W Main St	Interior buildout for the Rooted Cup Occupancy.	05/28/2025	05/28/2026
P-2025-38167	86 Garfield St	Dumpster not to be placed in the road right of way	06/04/2025	12/04/2025

**Total Expired Permits: 8**

## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 12/02/25</i>						
2025-0868	30 Aurora St	104.82-1-17	Misc	Closed	Monet Thomas	
						<b>Open Date: 12/02/25    Total #: 1</b>
<i>Open Date: 12/08/25</i>						
2025-0873	110 Brunswick Rd	115.07-1-12	Misc	Open	Nicholas Corbi	
2025-0874	46 St John St	104.19-3-4	Work w/out Permit	Open	Michael Salva	
2025-0875	3513 Walden Ave	104.11-2-8	Misc	Open	Duane Lawicki	
						<b>Open Date: 12/08/25    Total #: 3</b>
<i>Open Date: 12/10/25</i>						
2025-0877	330 Aurora St	115.11-14-2.1	Unregistered Vehicle	Open	Joseph Zirilli	
2025-0879	5500 Broadway St	104.83-2-11	Work w/out Permit	Open	Frosty Double D, Inc.	
2025-0880	Suite 1000, 11 W. Main St.	104.74-4-12.1	Work w/out Permit	Open		
						<b>Open Date: 12/10/25    Total #: 3</b>
						<b>Grand Total: 7</b>

Town of Lancaster

# Inspections Report

Start Date: 11/27/2025 End Date: 12/11/2025

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

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
104.11-6-6.1	3615 Walden Ave, Ste 300 (Suite 300)	Great Clips	12/03/2025	Business - 3 yr	Ronald Capozzi	In Progress
104.15-17-4.11	142 Laverack Ave (St. Mary's High School)	St. Mary's High School	12/03/2025	Assembly- 1 yr	Ronald Capozzi	Pass
104.74-4-4.1	50 Central Ave (Skoob's Village Grill)	50 Central LLC	12/04/2025	Assembly- 1 yr	Ronald Capozzi	Pass
Total Inspections:					3	



## *Village of Lancaster*

Phone 716-683-1028

Fax 716-683-1029

[www.lancastervillageny.gov](http://www.lancastervillageny.gov)

## *Department of Public Works*

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

December 11, 2025

***RE: Purchase of a CAT Loader (Sourcewell Contract)***

Please let this serve as a formal request to purchase a new CAT Loader from the current NYS OGS and Sourcewell contracts. I have attached two quotes; one from Caterpillar, Inc. for a total of \$254,902.00 and the other from Five Star Equipment, Inc. for a total of \$265,446.72. Both come from the same Sourcewell contract, piggybacked by the NYS Office of General Services.

I would recommend purchasing the Caterpillar equipment as we currently have a few in our fleet at this time. It would be easier and more cost effective to only have to purchase one company's maintenance materials.

If you have any questions, please let me know.

Thank you,

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



## Office of General Services Procurement Services

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

# Contract Award Notification

<b>Title</b>	<b>:</b>	<b>Group 40625 – Heavy Equipment (Statewide)</b> <b>Classification Code(s): 21, 22, 23, 24, 25, 39, and 40</b>
<b>Award Number</b>	<b>:</b>	<b>PGB - 23345</b> (Partially Replaces Award PGB - 22792) (Will eventually replace all of Award PGB – 22792)
<b>Contract Period</b>	<b>:</b>	<b>Various – See Contractor Information Page</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>August 21, 2024</b>
<b>Date of Issue</b>	<b>:</b>	<b>March 21, 2025 (Revised December 01, 2025)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Piggyback Documents</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
<b>Name :</b> Eric Burke <b>Title :</b> Contract Management Specialist <b>Phone :</b> 518-474-0259 <b>E-mail :</b> <a href="mailto:ogs.sm.ps.heavyequip@ogs.ny.gov">ogs.sm.ps.heavyequip@ogs.ny.gov</a>	<b>Procurement Services</b> <b>Customer Services</b>  <b>Phone :</b> 518-474-6717 <b>E-mail :</b> <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

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

### Description

This award includes a variety of heavy duty equipment including but not limited to snow plows, aerial lift trucks, backhoes, compaction rollers, compression rollers, compressors, dozers, graders, excavators, mowing tractors, and mowing attachments and trailers with related accessories, attachments and supplies.

This Award has 0 % MBE, 0 % WBE and 0 % SDVOB goal requirements.

PR # 23345

(continued)

4062523345ra03\_12.01.25

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.# / NYS VENDOR#</u></b>
PC70528	Alamo Group (USA) Inc 1627 E Walnut Street Seguin, TX 78155	830-481-4818	742149829 / 1100277807
PC70886	Caterpillar Inc 5205 N O'Connor Blvd, Ste 100 Irving, TX 75039	309-273-9555	370602744 / 1100137599
PC70529	Cives Corporation D/B/A Viking Cives (USA) 14331 Mill Street Harrisville, NY 13648	800-743-1837	160955800 / 1000007605
PC70887	CNH Industrial America LLC 700 State Street Racine, WI 53404	445-866-1513 815-680-9632	760433811 / 1100123548
PC70868	Doosan Bobcat North America Inc 250 East Beaton Drive West Fargo, ND 58078	704-650-0340 701-261-5041	380425350 / 1000009236
PC70530	Douglas Dynamics LLC D/B/A Western Products D/B/A Fisher Engineering 7777 N. 73rd Street Milwaukee, WI 53223	866-334-3850	421623692 / 1100320683
PC70888	Gradall Industries LLC 406 Mill Avenue SW New Philadelphia, OH 44663	800-445-4752	742660540 / 1100121209
PC70531	Henderson Products Inc 1035 South 3rd Street Manchester, IA 52057	319-573-3902	271184835 / 1000034909
PC70869	JCB Inc 2000 Bamford Blvd Pooler, GA 31322	912-438-3653	520907423 / 1000018096
PC70870	TYMCO Inc 225 E. Industrial Blvd Waco, TX 76705	800-258-9626	741693738 / 1100014550
PC70890	Volvo Construction Equipment North America LLC 312 Volvo Way Shippensburg, PA 17257	855-235-6014 828-337-3722	382496821 / 1100260175

(continued)

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters **SB** listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters **MBE** and **WBE** indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)

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**PRICE:**

The price for Product shall either be at the agreed-upon discounts and service rates listed in Attachment 1 – Pricing, or at a price that is more advantageous to the Authorized User.

Any discounts, pricing or Products offered on the OGS Piggyback Contract or included on an Authorized User invoice must be set forth within the Master Contract Price list or in another Master Contract document and shall be disclosed to and agreed upon in advance by Authorized User.

Price shall include all customs, duties, and charges, and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

In the alternative, shipping costs from the shipping point may be added to the invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

(continued)





## Cat Sourcewell and NYS OGS Contract Info

**From** Russo, Joe <Joe\_Russo@miltoncat.com>

**Date** Thu 12/11/2025 10:12 AM

**To** Shop Mechanics <mechanic@lancastervillageny.gov>

 1 attachment (3 MB)

Sales Agreement - Cat 938 - Village of Lancaster - 12-11-2025.pdf;

Joe, See attached for another copy of the 938 Sales Agreement, Highlight in RED in the middle of the contract you will find the current, and active NYS OGS Contract Info and Sourcewell Contract Info.

Have also included the Current NYS OGS Award letter that was just released on December 3<sup>rd</sup> as well as a link below for the Sourcewell Contract. Cat is active with both purchasing Coops and satisfies your purchasing requirements without the need to go through the formal bidding process.

### **Sourcewell – Cat**

[Caterpillar Inc.: Contract 011723-CAT | Sourcewell](#)

**Caterpillar Inc.**

**Heavy construction equipment**

**#011723-CAT**

**Maturity Date: 4/14/2027**

**Website: [Caterpillar Inc.: Contract 011723-CAT | Sourcewell](#)**

### **NYS OGS**



**Office of General Services  
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-8717

## Contract Award Notification Update

### Subject: Supplemental Award (Phase 2 – Heavy Construction)

**DATE:** December 3, 2025

**AWARD #:** PGB-23345

**GROUP #:** 40625

**AWARD DESCRIPTION:** Heavy Equipment (Statewide)

**CONTRACT PERIOD:** See Contractor Information

**CONTACT:** Eric Burke | 518-474-0259 | [ogs.sm.PS.HeavyEquip@ogs.ny.gov](mailto:ogs.sm.PS.HeavyEquip@ogs.ny.gov)

**CONTRACT NO.:** PC70866  
PC70887  
PC70888  
PC70890

**CONTRACTOR:** Caterpillar Inc.  
CNH Industrial America LLC  
Gradall Industries LLC  
Volvo Construction Equipment North America LLC

To All State Agencies and others authorized to use State Contracts:

**Supplemental Award:**

The following additional Contracts have been awarded pursuant to the 3rd Periodic Recruitment for Phase 2

– Heavy Construction:

1. Contract #: PC70866, Contractor: Caterpillar Inc.
2. Contract #: PC70887, Contractor: CNH Industrial America LLC
3. Contract #: PC70888, Contractor: Gradall Industries LLC
4. Contract #: PC70890, Contractor: Volvo Construction Equipment North America LLC

The following have been modified to reflect these additional Contracts:

1. Award Document
2. Contractor Information
3. Equipment List
4. How to Use

Further details related to this Award may be found on the OGS website at:  
<https://ogs.ny.gov/award-23345>.

All other terms and conditions under this Award remain the same.

.....  
**YOUR FEEDBACK MATTERS:** Please visit <https://go.procured.com/new-york/> to leave comments and rate our Contractors. You will be asked to create a free account if you don't already have one. Your ratings and reviews can help us create a better procurement experience for everyone.

4062523345p03

Sincerely,

**Joe Russo**  
Government Sales  
400 Wheeler St.  
Tonawanda, NY 14150  
(716)-777-1406

**Milton**



[Click here to view our Dropbox locations!](#)



# SALES AGREEMENT

DATE Oct 24, 2025  
QUOTE# 3004

Milton CAT, 100 Quarry Drive, Milford, MA 01757 Phone: (508) 634-3400

Visit our website: www.miltoncat.com

PURCHASER		SOLD TO		SHIP TO	
VILLAGE OF LANCASTER DPW					
STREET ADDRESS 5200 BROADWAY				<SAME>	
CITY/STATE LANCASTER, NY		COUNTY ERIE (NY)			
POSTAL CODE 14086		PHONE NO. 716-983-9379			
BILL TO ACC NUMBER: 0562667		CUSTOMER P.O. #:		F.O.B. AT: Lancaster, NY	
<b>CUSTOMER CONTACT:</b>					
NAME: TBA		PHONE NUMBER: TBA		EMAIL: mechanic@lancastervillage.org	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Other					
CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$0.00		CONTRACT INTEREST RATE 0	
PAYMENT PERIOD		PAYMENT AMOUNT 0.00		NUMBER OF PAYMENTS 0	
				OPTIONAL BUY-OUT \$0.00	
<b>DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED</b>					
MAKE: TBA		MODEL: 938		YEAR: TBA	
STOCK NUMBER: TBA		SERIAL NUMBER: TBA		SMU: TBA	
Cat 938 Wheel Loader		Heavy Counterweight (3,770 lbs)			
C7,1 CAT ACERT Engine		LED Work lights and Halogen Rooding Lights			
Auto Front Diff lock, Open Rear, Auto Wheel Torque		Fusion Quick Coupler			
Standard Lift w. Programmable Kickouts		2.7 YD3 Multi Purpose Bucket			
Push Start w/ 8" Touchscreen Monitor and Jog Dial		Delivery Included			
Rear Camera		Extended Customer Value Agreement and Protection Plan			
Heated Mirrors with manual Adjustment		PRICED TO NYS OGS CONTRACT #PC69406			
Radio, Heat, AC					
Ride Control					
<b>TRADE-IN EQUIPMENT</b>		SELL PRICE		\$254,902.00	
MODEL: YEAR: SN: ALLOWANCE:		EXT WARRANTY		Included	
PAYOUT TO: AMOUNT: SN: ALLOWANCE:		CVA		Included	
MODEL: YEAR: SN: ALLOWANCE:		NET BALANCE DUE		\$254,902.00	
PAYOUT TO: AMOUNT: SN: ALLOWANCE:		AFTER TAX BALANCE		\$254,902.00	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL		<input type="checkbox"/> USED EQUIPMENT WARRANTY	
				INITIAL	
The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.					
Warranty applicable including expiration date where necessary: 12 Month / Unlimited Hours					
938-36 MO/1500 HR PREMIER					
<input type="checkbox"/> Allied Warranty					
INITIAL					
12 Month / Unlimited Hours					
938-36 MO/1500 HR PREMIER					
Customer Value Agreement: WL Convenience - 1500HR					
NOTES: NYS OGS CONTRACT # PC70886, Group #4 0625, Award # PGB-22792, SOURCEWELL CONTRACT #011723-CAT					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

SELLER

PURCHASER

SOUTHWORTH-MILTON, INC. d/b/a MILTON CAT, SELLER

ORDER RECEIVED BY: Russo, Joe

Store:

PURCHASER: VILLAGE OF LANCASTER DPW

(SALES REPRESENTATIVE)

By:

ACCEPTED BY:

SIGNATURE

(BRANCH OR SALES MANAGER)

Title:

## **ADDITIONAL TERMS AND CONDITIONS**

**The above Sales Agreement ("SA") is subject to the following additional terms and conditions:**

**(1) Duration of Offer:** Southworth-Milton Cat d/b/a Milton Cat ("Seller") shall not revoke offer in the SA for a period of ten (10) days from date that it presents the SA to Purchaser. If, by the end of such period, Purchaser has not accepted such offer by executing this SA or otherwise in writing, Seller automatically revokes such offer and is under no obligation to accept from Purchaser any such execution or other writing from Purchaser nor resubmit any offer to Purchaser.

**(2) Force Majeure:** Delays in delivery of equipment ordered /purchased by Seller shall be excused when caused by one or more force-majeure events, i.e., any and all factors beyond the reasonable control of Seller, including, but not limited to, strikes, lockouts, accidents, fire, delay of manufacturer, delay of carrier, acts of God, war, pandemics, embargoes, unavailability of personnel, and government action. In case of a force-majeure events, Seller may, at its option, cancel this order without liability, although it must return to Purchaser any amounts already paid by Purchaser on the SA.

**(3) Shipment:** The responsibility of Seller for equipment ordered /purchased ceases upon Seller's delivery of equipment ordered /purchased to a transportation company. Thus, Purchaser shall make exclusively to such transportation company any claim for shortages, delays, or damages related to such shipment.

**(4) Execution of Other Documents:** Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents that Seller may require to secure the purchase price of equipment ordered /purchased. In the event that Purchaser fails to execute and deliver to Seller such documents, the entire balance of the purchase price shall, at Seller's option, become immediately due and payable.

**(5) Warranties:** Unless otherwise stated in the SA, Seller provides no warranty on equipment ordered /purchased described therein. Equipment ordered /purchased exclusively are subject to such warranties, if any, made in writing by the manufacturer of equipment ordered /purchased. Further, such warranties are IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. WITH RESPECT TO USED EQUIPMENT, PURCHASER TAKES ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS SELLER ENDORSES A MODIFICATION IN THE SA OR A SEPARATE WRITING SIGNED BY SELLER. In case of an event or condition covered by a manufacturer's warranty, e.g., defective parts, Seller will cooperate with Purchaser as necessary in submitting to the manufacturer a warranty claim for such event or condition. Seller shall furnish at its repair facilities during regular working hours such labor required for repair or replacement or defective parts covered by a manufacturer's warranty. The cost of necessary transportation of the subject equipment to and/or from Seller's repair facilities shall be born solely by Purchaser.

**(6) Limitation of Liability:** Seller shall not be liable for any defects affecting the equipment ordered /purchased nor for any damages resulting therefrom, and neither Seller nor manufacturer shall be liable for any indirect, special, incidental, or consequential damages stemming from such defects allegedly suffered by Purchaser or any third party.

**(7) Taxes:** Unless otherwise stated, the quoted prices do not include sales, use, property, or similar taxes in effect at the time of the sale, lease, or rental of equipment ordered /purchased. Purchaser shall be solely responsible for any such taxes. If Purchaser is exempt from any such taxes, it shall provide to Seller a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of equipment ordered /purchased, Purchaser timely shall pay to Seller all taxes and other charges stemming from equipment ordered /purchased assessed to Seller by any public body.

**(8) Insurance:** Upon delivery of equipment ordered /purchased, any and all damage to said equipment and any resulting loss, regardless of cause, shall be borne exclusively by Purchaser and shall not operate to extinguish or diminish any liability of Purchaser to Seller. Further, upon such delivery, Purchaser shall have sole responsibility for insuring equipment ordered /purchased. Unless the SA is for a purchase of equipment ordered /purchased and unless Purchaser fully has paid Seller for equipment ordered / purchased, Purchaser shall (1) insure such equipment against loss by fire, theft, and other hazards for their full insurable value via an insurer acceptable to Seller, (2) make Seller a beneficiary under such policy(ies), and (3) forward to Seller a certificate of insurance evidencing same. Until and unless Purchaser obtains such insurance, Seller may insure such equipment ordered /purchased for Seller's benefit, and Purchaser shall be liable for premiums thereon and shall pay for or reimburse Seller for same.

**(9) Attorney Fees:** In the event of a claim, demand, suit, or other legal action by Seller on account of Purchaser's breach of the SA, Seller shall be entitled to recover from Purchaser all costs and expenses of such action, including reasonable attorneys' fees.

**(10) Choice of Law AND Venue:** The SA shall be exclusively governed by the law of the State of New Hampshire. Further, any legal action pertaining to the SA shall be brought in the appropriate state or federal court withing Hillsborough County, New Hampshire.

**(11) Late Fees:** Customer shall make payment in full within a maximum of 30 days from invoice. Invoices not paid by the due date will have a 1.5 % per month late payment charge assessed against any unpaid balance from the due date of the invoice until the date of payment.

**(12) Additional Matters and/or Modifications:** \_\_\_\_\_

INITIAL HERE \_\_\_\_\_



## DIGITAL AUTHORIZATION

### CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

VILLAGE OF LANCASTER DPW

**Company**

VILLAGE OF LANCASTER DPW

**Company(Print)**

Joe Dennis

**Company representative(Print)**

**SIGNATURE**

**Date**

#### FOR DEALER USE ONLY

**Company UCID**

**Company Representative CWS ID**

**Main Store Dealer Code**

**Dealer Representative Name**

**Dealer Representative CWS ID**



**Prepared For**

LANCASTER VILLAGE  
5200 BROADWAY ST  
LANCASTER, NY 140862004  
(716) 683-1028

**Prepared By**

Jerry Rindell  
Five Star Equipment, Inc.  
284 Ellicott Road  
West Falls, NY 14170  
7163344710  
[jrindell@fivestarequipment.com](mailto:jrindell@fivestarequipment.com)

**Quote Id 1211105**

**Creation Date 17-Oct-2025**

**Expiration Date 31-Oct-2025**

**624 P**





**JOHN DEERE**

**Quote Id 1211105**  
**28-Oct-2025**

**LANCASTER VILLAGE**  
**5200 BROADWAY ST**  
**LANCASTER, NY 140862004**  
**(716) 683-1028**

**Jerry Rindell**  
**Five Star Equipment, Inc.**  
**284 Ellicott Road**  
**West Falls, NY 14170**  
**7163344710**  
**[jrindell@fivestarequipment.com](mailto:jrindell@fivestarequipment.com)**



JOHN DEERE

**Prepared For**

LANCASTER VILLAGE  
5200 BROADWAY ST  
LANCASTER, NY 140862004  
(716) 683-1028

**Prepared By**

Jerry Rindell  
Five Star Equipment, Inc.  
284 Ellicott Road  
West Falls, NY 14170  
7163344710  
jrindell@fivestarequipment.com

**Quote Id** 1211105

**Creation Date** 17-Oct-2025

**Expiration Date** 31-Oct-2025

## Quote Summary

**Equipment Summary**

**2026 624 P-Tier Wheel Loader – Sourcewell- 011723-JDC**

Extended Warranty

624 P, Powertrain And Hydraulics, 1500 Total  
Hours or 36 Total Months, 0 Deductible Date  
Quoted : 23-Oct-2025

**QTY In Group**

**1**

**Equipment Total**

**\$265,446.72**

---

**Quote Summary**

**Total Selling Price**

**\$265,446.72**

**Sub-total**

**\$265,446.72**

**Balance Due**

**\$265,446.72**

**Salesperson : X** \_\_\_\_\_

**Accepted By : X** \_\_\_\_\_





JOHN DEERE

## Selling Equipment

Quote # 1211105

Customer LANCASTER VILLAGE

### 2026 624 P-Tier Wheel Loader ~ Sourcewell- 011723-JDC

QTY In Group : 1

Hours ---

Serial Number ---

Stock Number ---

PUK Parent Serial #

### Equipment Summary

Code	Description	Qty
6042DW	624 P-Tier Wheel Loader	1

### Base / Options

Code	Description	Qty
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0612	Level 2 Trim	1
0654	Level 1 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1205	Basic Package Radio	1
1301	Left Side Steps	1
183N	JDLink™	1
1862	Level 2 Fleet Health	1
2201	Less Payload Scale w/ Cycle Counter	1
2261	8 IN (203mm) Touchscreen Display	1
2300	Less Secondary Display	1
4095	John Deere 6.8L - FT4/SV	1
6522	Standard Hitch w/ Pin & Rear Counterweight	1
7026	Joystick Controls	1
7054	Three Function Hydraulics	1



JOHN DEERE

5121	No Brand Preference - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	1
5554	Full Coverage Front & Rear Fenders w/ Mudflaps	1
7405	Field Coupler Ready - Pin Disconnect Plumbing	1
7800	Less Bucket	1
7465	Less Cutting Edge, Segments, and Teeth	1
7500	Less Fork Frame	1
7700	Less Tines	1
8508	Auxiliary Equipment Package	1
9709	20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference	1

**Total Base / Options**

**Dealer Attachments**

Code	Description	Qty
BYT11246	3rd Function Plumbing from Boom to Coupler	1
	GEM 3.25YD MP Bucket w/ Fusion Coupler	1
	GEM Fusion Hydraulic Coupler (No Hyd. Kit Needed)	1

**Total Dealer Attachments**

**Other Charges**

**Description**

38% Sourcewell Discount off List

**Total Adjustments**

**Value Added Services**

Description	Qty
Extended Warranty	1

**Total Value Added Services**

**Total Selling Price**



## Extended Warranty Proposal

## PowerGard™ Protection Plan

2026 624 P-Tier Wheel Loader ~ Sourcewell- 011723~JDC  
Date: 28-Oct-2025

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type	POWERGARD	Deductible	\$0.00
Equipment Type	4WD Loaders	Warranty Coverage	Powertrain And Hydraulics	Quoted Price	
Model	624 P	Total Months	36	PowerGard List	
Country	US	Total Hours	1500	Date Quoted	23-Oct-2025

### MFWD/Tracks N

GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere basic warranty for tractors of 24 months or 2000 hours, and having passed a special inspection/certification process. The Total Months and Hours listed above include the John Deere basic Warranty. "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

#### PowerGard Protection Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

- ☒ I ACCEPT the PowerGard Protection  
☐ I DECLINE the PowerGard Protection

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer Expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note:** This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions, and limitations of the agreement.

### What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

### What PowerGard Protection is not:

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

### Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles).
- Does not require pre-approval before repairs are made by the authorized John Deere dealership.
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs.
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains.
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in.
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Financial or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.



**JOHN DEERE**  
FINANCIAL

## WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

### CONVENIENT

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Civil Engineering  
 Municipal Engineering  
 Land Surveying



Project Management  
 Construction Support Services  
 SWPPP Services

December 11, 2025

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

Re: Recommendation to Award  
 Cayuga Creek Park Level 3 EV Charging Station

Dear Mr. Stegmeier:

The subject Project includes the installation of a Level 3 EV Charging Station and associated electrical work along Pac Way. Bids for the Cayuga Creek Park Level 3 EV Charging Station were opened and read aloud by the Village of Lancaster at 11:00 AM on December 2, 2025. Three bids were submitted for the project. The bids received are as follows.

Bidder Name	Bid Amount
CIR Electrical Construction Corp.	\$78,500.00
PowerOne Electrical Contracting Inc.	\$80,760.00 <sup>1</sup>
Frey Electric Construction Co.	\$92,600.00
Endnotes:	
1. The PowerOne submittal was not proper and was deemed to be non-responsive.	

Wm Schutt Associates has reviewed the bids and determined that CIR Electrical Construction Corp. is the low bidder with a bid amount of \$78,500.00. Attached is a copy of the Bid Tabulation.

We have evaluated the bid from CIR Electrical Construction Corp. and found it to be fair and reasonable with no errors. We are familiar with CIR Electrical Construction and are of the opinion that they are a reputable and responsible contractor.

We are furnishing our written recommendation concerning the award of the Contract, subject to the review and approval by the Village Attorney. As the Village's Engineering Consultant, we have tabulated the bids, performed an evaluation to determine if the Bidder is responsible, and reviewed the Bidder's representations, certifications and Bid Security. If the Village Board and Attorney accepts our recommendation, a formal vote to award the Contract by the Village Board is required. The Award should be subject to approval of the required Bonds, Insurance, and MWBE and SDVOB participation.

Upon the formal award by the Village Board, we will issue a written Notice of Award to CIR Electrical Construction requesting submittal of the above documents for review and approval. Afterward, we will prepare respective Contract Documents for signature by both parties and issue a Notice to Proceed.

Honorable Village Board  
December 11, 2025  
Page 2 of 2

It is therefore our recommendation that the Village formally award the Cayuga Creek Park Level 3 EV Charging Station to CIR Electrical Construction Corp., 2517 Long Road, Grand Island, NY 14072 in the amount of \$78,500.00.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W Schutt', with a long horizontal line extending to the right.

William Schutt, P.E.  
Village Engineer

Encl.

cc     Trustee Gavin O'Brien  
       Amy Stypa, Sustainability and Community Climate Energy Coordinator  
       file

Bid Tabulation Village of Lancaster Cayuga Creek Park Level 3 EV Charging Station December 2, 2025 11:00 AM			Bidder CIR Electrical Construction Corp. 2517 Long Road Grand Island, NY 14072 5% Bid Bond	Bidder Frey Electric Construction Co. 100Pearce Avenus Tonawanda, NY 14150 5% Bid Bond
Item	Bid Item Description	Unit	Bid Price	Bid Price
1	Cayuga Creek Park Level 3 EV Charging Station	LS	\$73,500.00	\$87,600.00
2	Contingency Allowance Fixed Amount	LS	\$5,000.00	\$5,000.00
Total Bid Price			\$78,500.00	\$92,600.00



Lauren Kelly  
Director of Government Affairs

December 15, 2025

RE: Charter Communications – Upcoming Changes

Dear Franchise Official:

Charter values our customers and works hard to keep prices as low as possible. Despite our best efforts, rising costs have impacted our prices.

Our Spectrum TV Select and Spectrum TV Platinum packages, in addition to live TV, include access to thousands of On Demand programming options and regional sports networks. Additionally, customers now have access to major programmer's streaming services with a retail value of over a \$100 per month at no additional cost to the customer including HBO Max Basic with Ads, ESPN Unlimited, Hulu, Disney+ Basic, Paramount+ Essential, Peacock Premium with Ads, FOX One, AMC+ with Ads, Tennis Channel, VIX Premium with Ads, and coming soon discovery+ with ads and BET+. That's thousands of hours' worth of movies, popular TV shows for the whole family, exclusive originals, live sports and more.

Spectrum customers can get tailored ways to save without compromising the quality and reliability they deserve.

- They can access special offers through My Spectrum App.
- See how much they can save with our [online savings calculator](https://www.spectrum.com/packages/savings-calculator) (<https://www.spectrum.com/packages/savings-calculator>).
- Or they can call for an account review and speak to an agent for ways to save.

Customers are being notified via bill message regarding the following price changes that will take effect on or after January 15, 2026. For customers who may be paying a promotional price, the retail price does not take effect until the end of the promotional period.<sup>1</sup>

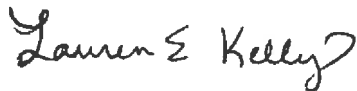
Spectrum Pricing & Packaging <i>*Includes Broadcast TV Surcharge</i>	Price Change
Spectrum TV Basic*	Will increase by \$5 per month.
Spectrum TV Select*	Will increase by \$10 per month.
Spectrum TV Silver*	Will increase by \$10 per month.
Spectrum TV Gold*	Will increase by \$10 per month.
Spectrum TV Select Signature*	Will increase by \$10 per month.
Spectrum TV Select Plus*	Will increase by \$10 per month.
Spectrum TV Platinum*	Will increase by \$10 per month.
Spectrum TV Choice*	Will increase by \$5 per month.
Spectrum Lifestyle Plan*	Will increase by \$3 per month.
Spectrum Lifestyle Plan Silver*	Will increase by \$3 per month.
Spectrum Lifestyle Plan Gold*	Will increase by \$3 per month.
Mi Plan Latino*	Will increase by \$5 per month.



<b>Spectrum Pricing &amp; Packaging</b> <i>*Includes Broadcast TV Surcharge</i>	<b>Price Change</b>
Mi Plan Latino Silver*	Will increase by \$5 per month.
Mi Plan Latino Gold*	Will increase by \$5 per month.
Spectrum Receivers	Will increase by \$3 per month.
Digital Terminal Adapters	Will increase by \$3 per month.
Cable Card	Will increase by \$3 per month.
Filipino View	Will increase by \$1 per month.
Punjabi View	Will increase by \$3 per month.
HBO Max (Non-Spectrum TV Select Customers)	Will increase by \$2 per month.
HBO Max (Spectrum TV Select Customers)	Will increase by \$1 per month.
MGM+	The rate will change for all customers to \$8.00 per month.

We remain committed to providing excellent entertainment services in your community. If you have any questions about this change, please feel free to contact me at 585-797-5395 or via email at [lauren.kelly@charter.com](mailto:lauren.kelly@charter.com).

Sincerely,



Lauren Kelly  
Director, Government Affairs  
Charter Communications

<sup>i</sup> Exception applies to \$3/month broadcast tv surcharge increase.

# Lancaster Fire Department



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

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

LISTED # 5  
CORRESPONDENCE  
MEETING DATE 12/22/2025

12/16/2025

Mayor Schroeder and Honorable Village Board,

The Lancaster Fire Department would like to purchase 6 sets of new fire gear for our members out of our current budget line 1.3411.2602 that we currently have \$23,065.98. Attached is the New York State Contract pricing quote for Fire-Dex gear.

The current NYS Contract pricing for Fire-Dex gear is \$3,475.00 per set of gear and for 6 sets the total would come to \$20,850.00. Fire-Dex is the brand of gear that we switched to a couple of years ago and to keep our members in similar gear we would like to go with this quote.

Please let me know if you need more information.

Respectfully,

Eric Feldmann

Lancaster Fire Department

Fire Chief



QUOTE CONFIRMATION

\* REPRINT \* Page 1

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

Bill to: LANCASTER FIRE DEPARTMENT  
PO BOX 15  
LANCASTER NY 14086Ship to: LANCASTER FIRE DEPARTMENT  
5423 BROADWAY  
Asst Chief Tom K  
LANCASTER NY 14086

<u>CUSTOMER NUMBER</u>	<u>PRINT DATE</u>	<u>CONTACT</u>	<u>CARRIER</u>
103603	12/18/25	MARK STONEBRAKER	ODSP FIRE BUFFALO

<u>ORDER NUMBER</u>	<u>CUSTOMER PURCHASE ORDER</u>	<u>SALES REPRESENTATIVE</u>	<u>INSTRUCTIONS</u>
TJ062 00	FIREDEX	160 JIM DICK	

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
6		6	EA	NYS CONTRACT # PC69018 Coat & Pant Firedex Aeroflex Lancaster Fire	\$3475.00000	\$20850.00 T
6		6	EA	Fire, Coat & Pant Firedex FXM Custom Lancaster	\$3550.00000	\$21300.00 T

THANK YOU!

Pricing subject to change

Not an Invoice

Total Line Items 2

\* COMPLETE \*

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$42150.00	.000		\$42150.00



# Office of General Services Procurement Services

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

## Contract Award Notification

<b>Title</b>	:	<b>Group 38232 – Hazardous Incident Response Equipment (HIRE)</b> <b>Classification Code(s): 41, 42, 43, 46, 85, 92</b>
<b>Award Number</b>	:	<b><u>23173</u></b> (Replaces 22872)
<b>Contract Period</b>	:	<b>June 1, 2020 – May 31, 2028</b> (contract extended from May 31, 2025 through May 31, 2028)
<b>Bid Opening Date</b>	:	<b>September 10, 2019</b>
<b>Date of Issue</b>	:	<b>June 1, 2020 (revised November 13, 2025)</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Solicitation</b>
<b>Contractor Information</b>	:	<b>Begins on Page 3 of This Award</b>

### Address Inquiries To:

State Agencies & Vendors		Political Subdivisions & Others	
Name	: Sean W. McManus	Procurement Services	
Title	: Contract Management Specialist	Customer Services	
Phone	: 518-473-8214	Phone	: 518-474-6717
Fax	: N/A	Fax	: 518-474-2437
E-mail	: psghire@ogs.ny.gov	E-mail	: customer.services@ogs.ny.gov

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

### Description

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

PR #23173

(continued)

3823223173ra19

**NOTE: See individual contract items to determine actual awardees.**

Contractor information (i.e. Company Name, Address, Pricing Pages, Authorized Resellers) may be found on a separate attachment titled "CONTRACTOR INFORMATION" which is housed on the Award Summary page.

Contractor information (i.e. DHS AEL Categories Offered, Volume Discounts, Delivery, Price List Info, Payment Terms, MWBE status, etc.) may be found on a separate attachment titled "CONTRACTOR INFO PAGE" which is housed on the "CONTRACTOR INFORMATION" page.

**SCOPE:**

It is the intent of this Award to provide Authorized Users with a means of acquiring various types of Hazardous Incident Response Equipment (HIRE) consistent with the Department of Homeland Security Authorized Equipment List (DHS AEL). The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The list consists of 21 equipment Categories, which are divided into Categories, Sub-Categories and then individual equipment items (Products). For purposes of this Award, OGS has limited and/or excluded Categories, Sub-Categories and/or items within the DHS AEL. Additional details regarding limitations and exclusions may be found on a separate attachment titled "DHS AEL" which is housed on the Award Summary page.

The following Categories are available under Award No. 23173

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment (Unmanned Aircraft/Drones Excluded)
4. Information Technology (Equipment Only (Example: Simulators such as Portable Meteorological Devices))
5. ~~Cyber Security Enhancement Equipment~~ (Entire Category Excluded)
6. Interoperable Communications Equipment (Limited to Satellite Phones/Communication & Accessories)
7. Detection Equipment
8. Decontamination Equipment
9. Medical Equipment (Pharmaceuticals Excluded)
10. Power Equipment
11. CBRNE Reference Materials (Databases Excluded)
12. CBRNE Incident Response Vehicles (Limited to All-Terrain Vehicles, 2-Wheeled Transports, Robot Trailers, Water Storage, Water Trailers, Foam Trailers, Storage Trailers, Pumpers & Accessories Only)
13. ~~Terrorism Incident Prevention Equipment~~ (Entire Category Excluded)
14. Category 14 – Physical Security Enhancement Equipment (Limited to Blast Resistant Receptacles/Systems, Jersey Walls/Barriers Only)
15. Category 15 – Inspection and Screening Systems
16. Category 16 – Animal and Plants (Equipment Only; Pharmaceuticals Excluded)

17. Category 17 – CBRNE Prevention and Response Watercraft (Limited to Fiberglass and Rigid-Hulled Inflatable Boats and their Parts and Accessories Only)
18. Category 18 – CBRNE Aviation Equipment (Limited to Night Vision Equipment, Forward Looking Infrared Equipment (FLIR), and Aircraft Mounted CBRNE Detection Equipment Only)  
 No current products offered in this Category.
19. Category 19 – CBRNE Logistical Support Equipment
20. Category 20 – Intervention Equipment
21. Category 21 – Other Authorized Equipment (Maintenance, Calibration, & Training for Equipment Bid Only)

<b><u>NYS OGS</u></b> <b><u>CONTRACT NUMBER</u></b>	<b><u>CONTRACTOR INFORMATION</u></b>	<b><u>DHS AEL CATEGORIES</u></b>
<b>PC69006</b> <b>SB</b>	<b>AAA Emergency Supply Co., Inc.</b> 635 North Broadway White Plains, NY 10603 FEIN#: 13-1994315 VID#: 1000026081	1, 3, 7, 8, 9, 19, 21
<b>PC69008</b>	<b>All Safe Industries, Inc.</b> 11360 Bluegrass Parkway Louisville, KY 40299 FEIN#: 61-1338843 VID#: 1100235356	1, 3, 4, 7, 8, 9, 16, 19, 21
<b>PC69010</b>	<b>Aramsco, Inc.</b> 1480 Grandview Ave, PO Box 29 Thorofare, NJ 08086 FEIN#: 84-1674268 VID#: 1000009731	1, 3, 7, 8, 9, 10, 19
<b>PC69013</b> <b>WBE</b> <b>SB</b>	<b>Better Power, Inc.</b> 200 Mile Crossing Blvd. Suite 1B Rochester, NY 14624 FEIN#: 16-1422551 VID#: 1000008177	10, 14
<b>PC69015</b>	<b>CEIA USA Ltd.</b> 9155 Dutton Drive Twinsburg, OH 44087 FEIN#: 31-1504710 VID#: 1000040545	7
<b>PC69017</b>	<b>Common Cents EMS Supply, LLC</b> 304 Boston Post Rd Ste 2 Old Saybrook, CT 06475 FEIN#: 10-0001427 VID#: 1100133302	9
<b>PC69018</b>	<b>DiVal Safety Equipment, Inc.</b> 1721 Niagara St. Buffalo, NY 14207 FEIN#: 16-1104585 VID#: 1000003488	1, 3, 6, 7, 8, 9, 10, 16, 17, 19, 21
<b>PC69021</b>	<b>Galls, LLC</b> 1340 Russell Cave Road Lexington, KY 40505 FEIN#: 20-3545989 VID#: 1000040127	1



# *Village of Lancaster*

## *Planning Commission*

Municipal Building

5423 Broadway

Lancaster, NY 14086

LIST # 6  
CORRESPONDENCE  
MEETING DATE 12/22/2025

December 18, 2025

William Schroeder, Mayor  
Village Board of Trustees  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Re: 43 Central LLC  
43 Central Ave., Lancaster, NY 14086

Dear Mayor Schroeder & Village Trustees:

At its meeting on December 18, 2025, the Planning Commission reviewed the request submitted by the petitioner, 43 Central LLC, and moved to recommend the Village to approve the Change of Use application contingent on them being able to guarantee tenant parking spaces in the parking lot.

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

Respectfully submitted,

*Mike Reinhold /AMD*

Mike Reinhold  
Chairperson, Planning Commission

MR/AMD

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



# *Village of Lancaster*

## *Planning Commission*

Municipal Building

5423 Broadway

Lancaster, NY 14086

LIST # 7  
CORRESPONDENCE  
MEETING DATE 12/22/2025

December 18, 2025

William Schroeder, Mayor  
Village Board of Trustees  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Re: Lancaster Plumbing Inc.  
156 Central Ave., Lancaster, NY 14086

Dear Mayor Schroeder & Village Trustees:

At its meeting on December 18, 2025, the Planning Commission reviewed the request submitted by the petitioner, Lancaster Plumbing Inc, and moved to recommend the Village to approve the Change of Use application.

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

Respectfully submitted,

*Mike Reinhold /AMD*

Mike Reinhold  
Chairperson, Planning Commission

MR/AMD

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



# RESOLUTIONS

December 22, 2025

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Resolution to accept and approve the following membership changes for the Lancaster Fire Department as approved at its monthly meeting on Tuesday, December 9, 2025: <ul style="list-style-type: none"><li>- Approve membership for Nathan Soteli to the Protective Hose Company.</li><li>- Accept resignation of Alex Creighton from the Protective Hose Company.</li></ul>
	ACTION -	Approved Denied Refer to:	
2.	_____	_____	Resolution authorizing and directing Mayor Schroeder to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents, and instruments necessary to bring about the Project for a Mini-Systems 2, 3, and 6 Infiltration and Inflow Improvements Study and to fulfill the Village of Lancaster's obligations under the Engineering Planning Grant Agreement.
	ACTION -	Approved Denied Refer to:	
3.	_____	_____	Resolution to authorize and appropriate a minimum of 20% local match as required by the Engineering Planning Grant Program for the Mini-Systems 2, 3, and 6 Infiltration and Inflow Improvements Study project. Under the Engineering Planning Grant Program, this local match must be at least 20% of the grant award of \$100,000. The minimum local share appropriated subject to any changes agreed to by the Mayor and Village Board is \$20,000 which shall be allocated from assigned fund balance in the Sewer Fund. The Village of Lancaster also commits to covering any additional costs in excess of the estimated project cost with funds available in assigned fund balance in the Sewer Fund. The total estimated project cost is \$120,000.
	ACTION -	Approved Denied Refer to:	
4.	_____	_____	Resolution authorizing Mayor Schroeder to sign and execute a Contractor Agreement with Union Concrete & Construction Corp. for construction services related to the Plum Bottom Creek Culvert Rehabilitation Project as the awarded bidder for this project as previously approved on October 27, 2025.
	ACTION -	Approved Denied Refer to:	
5.	_____	_____	Resolution authorizing Mayor Schroeder to sign and execute an Agreement with the Town of Lancaster for Dog Control Services including Schedule A with terms and conditions as presented with an expiration date of February 1, 2030.
	ACTION -	Approved Denied Refer to:	

# RESOLUTIONS

December 22, 2025

6.	<u>          </u>	<u>          </u>	Resolution authorizing Mayor Schroeder to sign and execute Supplemental Agreement No. 1 with NYS Department of Transportation for funding of the Engineering (Design I-VI) & Right-of-Way Incidentals phases of the Safe Routes for All – Central Avenue Improvements project with a total cumulative cost of \$820,000.  (Full language of resolution attached to Supplemental Agreement in board packet.)
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
7.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
8.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
9.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
10.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
11.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
12.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
13.	<u>          </u>	<u>          </u>	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

# Lancaster Fire Department



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

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

---

## Lancaster Fire Department Memorandum

**DATE:** December 10, 2025

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

**FROM:** Department Secretary Aaron Ruda

**RE:** Lancaster Fire Department Roster Changes for December 22, 2025 LVB Meeting

The following application for membership was approved at the Fire Department Meeting on December 9, 2025.

### **Nathan Soteli – Protective Hose Company**

The member listed below resigned from the rolls of the Lancaster Fire Department and his letter of resignation was also accepted at the Fire Department Meeting on December 9, 2025.

### **Alex Creighton – Protective Hose Company**

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

Sincerely,

*Aaron Ruda*

Aaron Ruda  
Lancaster Fire Department Secretary

# *Village of Lancaster, NY*

## **Certified Resolution**

**I, Michael E. Stegmeier, Clerk - Treasurer of the Village of Lancaster in the County of Erie, State of New York, HEREBY CERTIFY AS FOLLOWS:**

**THAT, the following resolution was moved by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ from the Board of Trustees of the Village of Lancaster and was officially adopted on December 22, 2025:**

BE IT RESOLVED that the Board of Trustees of the Village of Lancaster hereby authorizes and directs Mayor Schroeder to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents, and instruments necessary to bring about the Project for a Mini-Systems 2, 3, and 6 Infiltration and Inflow Improvements Study and to fulfill the Village of Lancaster's obligations under the Engineering Planning Grant Agreement.

**Ayes:**

**Nays:**

**Absent:**

**Motion Carried.**

**Adopted Resolution:**

**IN WITNESS THEREOF,** I have hereunto set my hand and affixed the Corporate Seal of said Village, on this \_\_\_\_\_ day of December 2025



\_\_\_\_\_  
Michael E. Stegmeier – Village Clerk - Treasurer



## WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT (EPG) PROJECT CHECKLIST

This Project Checklist, developed by the New York State Environmental Facilities Corporation (EFC), helps Engineering Planning Grant (EPG) recipients manage their projects and ensure compliance. It outlines key project details and lists required documentation for submission. Use it as a guide to stay on track and meet program requirements.

Note: All items must be completed and submitted to EFC **no later than June 30, 2026**.

### PROJECT INFORMATION

**Recipient Name:** Lancaster, Village of

**Project Name:** Mini-Systems 2, 3, and 6 Infiltration and Inflow Improvements Study

**Grant Number:** 2311

**Award Amount:** \$ 100,000

**Local Match:** \$ 20,000

**EFC Contacts:**

Coordinator: Humera Bashir <Humera.Bashir@efc.ny.gov>

Engineer: James Rooney <James.Rooney@efc.ny.gov>

### REQUIRED DOCUMENTATION

☒ **PROJECT CONTACTS**

EFC will provide a Project Contacts Form. The form must include project contact information for all relevant parties. The completed form must be returned to EFC. If project contacts change at any point during the project, an updated Contacts Form should be submitted.

☐ **BOARD RESOLUTIONS**

Submit signed, certified board resolutions in PDF format designating the authorized representative and local match amount. Resolutions must include roll call votes, and a municipality seal, if applicable. Type II SEQR resolutions are not required for Engineering Planning Grants.

# Village of Lancaster, NY

RESOLUTION # 3  
MEETING DATE 12/22/2025

## Certified Resolution

I, Michael E. Stegmeier, Clerk - Treasurer of the Village of Lancaster in the County of Erie, State of New York, HEREBY CERTIFY AS FOLLOWS:

THAT, the following resolution was moved by Trustee \_\_\_\_\_ and seconded by Trustee \_\_\_\_\_ from the Board of Trustees of the Village of Lancaster and was officially adopted on December 22, 2025:

BE IT RESOLVED that the Board of Trustees of the Village of Lancaster hereby authorizes and appropriates a minimum of 20% local match as required by the Engineering Planning Grant Program for the Mini-Systems 2, 3, and 6 Infiltration and Inflow Improvements Study project. Under the Engineering Planning Grant Program, this local match must be at least 20% of the grant award of \$100,000. The minimum local share appropriated subject to any changes agreed to by the Mayor and Village Board is \$20,000 which shall be allocated from assigned fund balance in the Sewer Fund. The Village of Lancaster also commits to covering any additional costs in excess of the estimated project cost with funds available in assigned fund balance in the Sewer Fund. The total estimated project cost is \$120,000.

Ayes:

Nays:

Absent:

Motion Carried.

Adopted Resolution:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village, on this \_\_\_\_\_ day of December 2025



Michael E. Stegmeier – Village Clerk - Treasurer

**PLUM BOTTOM CREEK CULVERT REHABILITATION PROJECT**

**PIN 5763.86**

**AGREEMENT**

THIS AGREEMENT is dated as of the 15th day of December in the year 2025, by and between Village of Lancaster, hereinafter referred to as the **OWNER**, and

Union Concrete and Construction Corp.

hereinafter referred to as the **CONTRACTOR**.

WITNESSETH: The OWNER and the CONTRACTOR, in consideration of mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

- 1.1 CONTRACTOR shall at his/her own cost and expenses furnish all labor, services, tools, materials, equipment and incidentals necessary to perform all Work required by the Contract Documents to construct the Plum Bottom Creek Culvert Rehabilitation Project in complete accordance with the Contract Documents.
- 1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: re-lining the culvert with corrugated steel tunnel liner plate, grouted in place. In addition to the culvert re-lining, work will include replacement of reinforced concrete repairs, temporary construction access and site restoration.

**ARTICLE 2 - CONTRACT DOCUMENTS**

- 2.1 The Contract Documents are defined in the General Conditions. The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement and are made a part hereof.

**ARTICLE 3 - ENGINEER**

- 3.1 The Project has been designed by C&S Engineers Inc., 141 Elm Street, Suite 100, Buffalo, NY 14203, (716) 847-1630, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have all rights and authority assigned to ENGINEER in the contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIME**

- 4.1 The Work will be substantially completed within 120 calendar days from notice to proceed or by June 30, 2026, whichever occurs first, and completed and ready for final payment in accordance with Paragraph 14.9 of the General Conditions 150 calendar days from notice to proceed or August 30, 2026, whichever occurs first, UNLESS OTHERWISE AGREED IN WRITING.
- 4.2 Work under this agreement can begin upon issuance of notice to proceed by OWNER.

## **ARTICLE 5 - LIQUIDATED AND SPECIAL DAMAGES**

### **5.1 Liquidated Damages:**

- A. Liquidated damages shall be assessed in accordance with section 108-03 of the NYSDOT Standard Specifications (US Customary Units) and as currently amended.
- B. OWNER and CONTRACTOR recognize that time is of the essence as to Substantial Completion. The work shall be completed in accordance with Article 4 for Substantial Completion, including any extensions thereof made in accordance with Article 12 of the General Condition, until the Work is substantially complete. Failure to complete the work within the aforementioned timeframe will result in a fee, owed to the OWNER, in accordance with Table 108-01 (Schedule of Liquidated Damages) from the NYSDOT Standard Specifications (US Customary Units), for each day (plus engineering charges) the work is not completed.

## **ARTICLE 6 - CONTRACT PRICE**

- 6.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents the prices stipulated in CONTRACTOR'S Bid, which bid is attached hereto and identified as the proposal.
- 6.2 The Contract amount based on the OWNER's award is:

**TOTAL BID:** Eight Hundred Sixty Two Thousand Seven Hundred Seventy Seven dollars (\$ 862,777.00 )

## **ARTICLE 7 - PAYMENT PROCEDURES**

- 7.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 7.2 Progress Payments:
  - A. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER. CONTRACTOR'S Applications for Payment will be due on the 1st day of the month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.
- 7.3 Final Payment:
  - A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.9 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.9.



## **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

- 8.1 As part of the inducement of OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
  - B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which were utilized by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
  - C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 9.1.B as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
  - D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
  - E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 9 - DRAWINGS AND ADDENDA**

- 9.1 The Drawings comprise a set entitled "PLUM BOTTOM CREEK CULVERT REHABILITATION PROJECT, PIN 5763.86"
- 9.2 Addenda consisting of Number NA to NA, inclusive.

## **ARTICLE 10 - MISCELLANEOUS**

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 OWNER and CONTRACTOR each binds themselves, partners, successors, assigns and legal representatives to the other party hereto, and his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 11 - ACKNOWLEDGMENTS

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

ATTEST:


OWNER

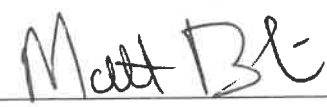
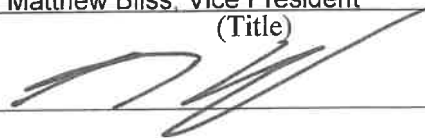
\_\_\_\_\_  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Title)

ATTEST:

CONTRACTOR

  
\_\_\_\_\_  
S. Luce, Contracts  
(Title)

Union Concrete and Construction Corp.  
\_\_\_\_\_  
By   
Matthew Bliss, Vice President  
(Title)  
By   
Nickolaus Osinski, Secretary/Treasurer  
(Title)

(Seal if bid is by a Corporation)

STATE OF NEW YORK

ss:

COUNTY OF ERIE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn, did depose and

say that he/she resides at \_\_\_\_\_ in the \_\_\_\_\_ of

\_\_\_\_\_, New York; that he/she is the \_\_\_\_\_

of ~~Erie County~~, the corporation named in the foregoing indenture; that he/she knows the seal of said corporation; that

the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said

~~County~~ and that he/she signed his/her name thereto by like resolution.

Village  
of  
Lancaster  
Village

\_\_\_\_\_  
Notary Public

**Acknowledgment if  
Contractor is an Individual, Partnership or Corporation**

By: Matt BL

Name: Matthew Bliss

Title: Vice President

Company: Union Concrete and Construction Corp.

STATE OF NEW YORK                    )  
  ) ss:  
COUNTY OF ERIE                    )

On December 15 20 25, before me, the undersigned, personally appeared  
Matthew Bliss, personally known to me or proved to me on the basis of  
satisfactory evidence to be the individual (s) whose name (s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their  
signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed  
the instrument.

Bailey Nicole McGhee  
Notary Public  
BAILEY NICOLE MCGHEE  
Notary Public, State of New York  
Registration No. 01MC6265920  
Qualified in Erie County  
Commission Expires July 23, 20 28

**ARTICLE 12 - FORM OF AFFIDAVIT FOR FINAL PAYMENT**

STATE OF NEW YORK

ss:

COUNTY OF ERIE

\_\_\_\_\_, being duly sworn, deposes and says that he/she is the  
contractor for \_\_\_\_\_ in the construction of \_\_\_\_\_  
(Kind of Work) (Name of Project)

for **Village of Lancaster**, the Owner; and says that he/she is the

\_\_\_\_\_  
(President or Vice-President) (Secretary or Treasurer)

of \_\_\_\_\_, the contracting  
corporation.  
(Name of Firm)

Deponent states that all bills and claims against the undersigned and his/her subcontractors for labor, materials and equipment employed in the performance of this contract have been paid in full except the bill and claims listed below or on the schedule attached hereto.

(IF NONE, SO STATE)

"SEAL "

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

NOTE: This Form shall be executed in duplicate with original signatures.

# PLUM BOTTOM CREEK CULVERT REHABILITATION PROJECT

PIN 5763.86

## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

- 1.1 Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

#### A. Defined Terms:

1. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.
2. **Agreement:** The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part hereof as provided therein.
3. **Application for Payment:** The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
4. **ENGINEER:** The person, firm or corporation named as such in the Agreement.
5. **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. **Bidder:** Any person, firm or corporation submitting a Bid for the Work.
7. **Bidding Documents:** Notice to bidders or advertisement, if any, instructions to bidders, other bidding information and requirements, bidding forms and attachments, contract and bond forms, and the proposed contract Documents, including any Addenda issued prior to receipt of Bids.
8. **Bonds:** Bid, performance, ~~maintenance~~, and labor and material payment bonds and other instruments of security.
9. **Change Order:** A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.
10. **Contract Documents:** The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an Exhibit to the Agreement; the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all Modifications issued after execution of the Agreement.
11. **Contract Price:** The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.
12. **Contract Time:** The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.
13. **CONTRACTOR:** The person, firm or corporation with whom OWNER has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc. will be used.
14. **Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.
15. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation for final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with Paragraph 14.5).
16. **Drawings:** The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Drawings.

17. **Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
18. **Field Order:** A written order issued by ENGINEER which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.
19. **General Requirements:** Sections of Division 1 of the Specifications.
20. **Modifications:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A Modification may only be issued after the Effective Date of Agreement.
21. **Notice of Award:** The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
22. **Notice to Proceed:** A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.
23. **OWNER:** the public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
24. **Project:** The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
25. **Project Manual:** The bound documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
26. **Resident Project Representative:** The authorized representative of ENGINEER who is assigned to the site or any part thereof.
27. **Samples:** Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or workmanship, and to establish standards by which some portions of the Work will be judged.
28. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
29. **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
30. **Subcontractor:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
31. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.9.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
32. **Supplementary Conditions:** Modifications and additions to the General Conditions.
33. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## **ARTICLE 2 - PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds and Insurance Certificates:**

- A. Before CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with Article 5.
- B. Before CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

### **2.2 Copies of Documents:**

- A. OWNER will provide three (3) copies of the Contract Documents for full execution.
- B. OWNER shall furnish to CONTRACTOR up to five (5) additional copies (unless otherwise provided in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **2.3 Commencement of Contract Time; Notice to Proceed:**

- A. The Contract Time will commence to run on the thirtieth day after the Effective Date of Agreement; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement.

### **2.4 Starting the Project:**

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **2.5 Before Starting Construction:**

- A. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which he/she may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for the failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- B. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and preliminary schedule of values of the Work.

### **2.6 Preconstruction Conference:**

- A. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for payment, and to establish a working understanding among the parties as to the Work.



### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND RE-USE**

#### **3.1 Intent:**

- A. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.
- B. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he/she shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- C. It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes or any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Paragraph 9.3.
- D. The Contract Documents will be governed by the law of the place of the Project.

#### **3.2 Re-use of the Documents:**

- A. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification of adaptation by ENGINEER.

### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

#### **4.1 Availability of Lands:**

- A. OWNER shall furnish, as indicated in the Contract Documents the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### **4.2 Physical Conditions - Investigations and Reports:**

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

#### **4.3 Unforeseen Physical Conditions:**

- A. CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and advise OWNER in writing if further investigations or tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions. Subsurface or latent physical conditions such as the presence of rock at differing elevations than otherwise believed by the CONTRACTOR or indicated in the contract documents, supplementary conditions, soil probe surveys, or elsewhere in the contract documents shall not constitute a physical conditions which differs materially from the intent of the contract documents and shall not be grounds for, or result in, a change order.

#### **4.4 Reference Points:**

- A. OWNER shall provide ENGINEER with surveys for construction to establish reference points which in OWNER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

### **ARTICLE 5 - BONDS AND INSURANCE**

#### **5.1 Performance, Payment, and Other Bonds:**

- A. CONTRACTOR shall furnish performance and labor and materials payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:
  - 1. Are licensed to conduct business in the state where the Project is located, and
  - 2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the OWNER.
- B. If the surety of any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1.A, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

## **5.2 CONTRACTOR'S Liability Insurance**

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance of the Work is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workers' or workmen's compensation, disability benefits, and other similar employee benefit acts;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
  4. Claims for damages insured by personal injury liability coverage which are sustained
    - (a) by any person as a result of any offense directly or indirectly related to the employment of such person by CONTRACTOR, or
    - (b) by any other person for any other reason.
  5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
  6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
  7. Claims for damages because of bodily injury or death of any person arising out of operation of law.
- B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraph 13.7. The comprehensive general liability insurance shall include completed operations insurance and shall include OWNER and ENGINEER. CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and shall furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

## **5.3 Contractual Liability Insurance:**

- A. The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to CONTRACTOR'S obligations under Paragraph 6.15.

## **5.4 OWNER'S Liability Insurance:**

- A. For the duration of this contract, the CONTRACTOR shall maintain insurance in the name of the OWNER for the same limits of liability and containing the same specific endorsements which the CONTRACTOR places on the insurance required in Paragraph 5.2. Wherever the OWNER shall be named in any policies and/or certificates of insurance required herein, the name OWNER shall be set forth as in the specified Contract Conditions.

This insurance shall conform to the requirements and restrictions imposed by Paragraph 5.2. The original and one certified copy of the policy shall be filed with the OWNER.

## **5.5 Property Insurance:**

- A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the OWNER, CONTRACTOR, and Subcontractors in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage

including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of ARCHITECTS, architects, attorneys and other professionals); and shall provide that all insurance proceeds are to be paid to OWNER "as Trustee". If not covered under "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an Application for Payment. Insurance shall include coverage for explosion, collapse and underground ("X", "C", "U").

- B. OWNER shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of OWNER, CONTRACTOR, and Subcontractors in the Work. OWNER shall file a copy of all policies required by this Paragraph with CONTRACTOR before an exposure to loss may occur.
- C. The policies of insurance required under this Paragraph 5.5 shall provide that neither the CONTRACTOR, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 5.6. It is the intention of the OWNER and CONTRACTOR that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described in paragraphs 5.5.A. and 5.5.B.

#### **5.6 Waiver of Rights:**

- A. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and against ENGINEER and separate contractors (if any) and their subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 5.5, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER or CONTRACTOR, as appropriate, shall require similar waivers in writing by ENGINEER and from each separate contractor and each Subcontractor; each such waiver will be in favor of all other parties enumerated in this Paragraph 5.6.

#### **5.7 Receipt and Application of Proceeds:**

- A. Any insured loss under the policies of insurance required by Paragraph 5.5 shall be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.7.B. OWNER shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damage Work shall be repaired and replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.
- B. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

#### **5.8 Partial Utilization - Priority Insurance:**

- A. If OWNER finds it necessary to occupy or use a portion or portions of Work prior to Substantial Completion of all of the Work, such use or occupancy may be accomplished in accordance with paragraph 14.6; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated

thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

#### **5.9 Certificates of Insurance:**

- A. All certificates of the insurance required to be purchased by CONTRACTOR pursuant to Article 5 shall be filed in accordance with Paragraph 2.1.B. Certificates shall be acceptable to OWNER and shall contain a provision that coverages afforded under the policies will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail.

#### **5.10 Additional Bonds and Insurance:**

- A. OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER except as otherwise provided in Paragraph 6.3.A.1 and Paragraph 13.8.B.

### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

#### **6.1 Supervision and Superintendence:**

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

#### **6.2 Labor, Materials and Equipment:**

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit over- time work or the performance of work on Saturday, Sunday, or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.
- B. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. Except as otherwise specified in the General Requirements, CONTRACTOR shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.

- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the contract Documents; but no provision of any such instructions will be effective to impose on ENGINEER responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

### **6.3 Equivalent Materials and Equipment:**

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary term or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in Paragraphs 6.3.A.1 and 6.3.A.2 below and as supplemented in the General Requirements.
  - 1. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed

substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense, additional data about the proposed substitute. ENGINEER will be allowed a reasonable time within which to evaluate the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without ENGINEER'S prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

2. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating any proposed substitute that does not meet the requirements of the Drawings and Specifications.

#### **6.4 Concerning Subcontractors:**

- A. CONTRACTOR shall not employ any Subcontractor or any other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. A Subcontractor or other person or organization identified in writing to OWNER and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER or ENGINEER prior to the Notice of Award will be deemed acceptable to OWNER and ENGINEER. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.
- B. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.
- C. The Divisions and Sections of the Specifications and Identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- D. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and the ENGINEER and contains waiver provisions as required by paragraph 5.6. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to Paragraph 5.5.

#### **6.5 Patent Fees and Royalties:**

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work

and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents.

CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### **6.6 Permits:**

- A. Unless otherwise indicated in the Supplementary conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. CONTRACTOR shall also pay all charges or utility service companies for connections to the Work, and OWNER shall pay all charges of such companies for capital costs related thereto.

#### **6.7 Laws and Regulations:**

- A. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by the appropriate Modifications. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances rules and regulations.

#### **6.8 Taxes:**

- A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project. **The CONTRACTOR is referred to Article 7 of the Supplementary Conditions for information on OWNER'S Tax Exempt Status.**

#### **6.9 Use of Premises:**

- A. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
- B. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original conditions those portions of the site not designated for alteration by the Contract Documents.



- C. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **6.10 Record Documents:**

- A. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and Samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for his use in preparing reproducible Record Drawings. The CONTRACTOR shall assist the ENGINEER, as required, in collecting data necessary for the ENGINEER'S use in the preparation of reproducible Record Drawings.

#### **6.11 Safety and Protection:**

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. All employees on the Work and other persons who may be affected thereby.
  - 2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
  - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. CONTRACTOR shall cooperate with the utility owner in the protection, removal, relocation or replacement of such utility property. All damage, injury or loss to any property referred to in Paragraph 6.11.A.2 or 6.11.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.9 that the Work is acceptable.
- C. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

#### **6.12 Emergencies:**

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

#### **6.13 Shop Drawings and Samples:**

- A. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see Paragraph 2.6) and the

procedures specified in the General Requirements, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.

- B. CONTRACTOR shall also submit to ENGINEER for review with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, CONTRACTOR shall in writing call ENGINEER'S attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. ENGINEER will review with reasonable promptness Shop Drawings and Samples, but ENGINEER'S review shall be only for conformance with the design concept of the Project and for compliance with the information given in the contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR'S stamp of approval on any Shop Drawing or Sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where no Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed by ENGINEER.
- F. ENGINEER'S review of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any deviations from the contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation nor shall any concurrence and approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples, nor give rise to any claim by CONTRACTOR against OWNER or ENGINEER.

#### **6.14 Continuing the Work:**

- A. CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

#### **6.15 Indemnification:**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by either (a) any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party

indemnified hereunder, or (b) arises out of operation of law as a consequence of any act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

- B. In any and all claims against OWNER or ENGINEER or any of their agents, employees, or consultants by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or and Subcontractor under workers' or workmen's compensation acts, disability acts, disability benefit acts or other employee benefit acts.
- C. The obligations of CONTRACTOR under Paragraph 6.15.A shall not extend to the liability of ENGINEER, his agents, employees or consultants arising out of the ENGINEER'S preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

#### **ARTICLE 7 - WORK BY OTHERS**

- 7.1 OWNER may perform additional work related to the Project by himself/herself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER'S employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.
- 7.3 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.
- 7.4 If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense or requires an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12 provided that the CONTRACTOR will make no claim which is barred by the provisions of Paragraph 12.3.

#### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

- 8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER.
- 8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in article 14 of the General Conditions.
- 8.4 OWNER'S duties in respect of providing lands and easements providing ENGINEER surveys to establish reference points are set forth in Paragraphs 4.1.A and 4.4.A. Paragraph 4.2.A refers to OWNER'S identifying

and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by ENGINEER in preparing the Drawings and Specifications.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.1 OWNER'S Representative:**

- A. ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

### **9.2 Visits to Site:**

- A. OWNER will provide full time Resident Representation as described in Article 11 of the Supplementary Conditions.

### **9.3 Clarifications and Interpretations:**

- A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

### **9.4 Rejecting Defective Work:**

- A. ENGINEER will have authority to disapprove or reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

### **9.5 Project Representation:**

- A. OWNER will designate a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in Article 11 of the Supplementary Conditions. If OWNER designates another agent to represent him/her at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

### **9.6 Decisions on Disagreements:**

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In his/her capacity as interpreter and judge, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

- B. The rendering of a decision by ENGINEER pursuant to Paragraph 9.6.A. with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.9) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

#### **9.7 Limitations on ENGINEER's Responsibilities:**

- A. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the term "as ordered", "as required", "as allowed", "as approved" or terms of the like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.7.C and 9.7.D.
- C. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.
- D. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

#### **ARTICLE 10 - CHANGES IN THE WORK**

- 10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.
- 10.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraphs 10.2, 13.4.B, and except in the case of an emergency as provided in Paragraph 6.12.
- 10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Paragraphs 11.6 and 15.1, or

because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

- 10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any bond to be given to the surety, it will be by CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

#### **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the contract Price shall be determined in one of the ways listed herein.
- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  - B. By mutual acceptance of a lump sum.
  - C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).
  - D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, CONTRACTOR will submit in form acceptable to ENGINEER, an itemized cost breakdown together with supporting data.

#### **11.4 Cost of the Work:**

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.
  - 1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All Subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including, but not limited to, ENGINEER, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
  - b. Cost including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
  - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
  - e. Deposits, lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in Paragraph 11.5.
  - g. The cost of utilities, fuel and sanitary facilities at the site.
  - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expenses and similar petty cash items in connection with the Work.
  - i. Cost of premiums for additional Bonds and insurance required because of changes in the Work.
- B. The term Cost of the Work shall not include any of the following:
  1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietor- ships), general managers, ARCHITECTS, architects, estimators,

lawyers, auditors, accountants, purchasing and contracting agents expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.4.A.1 - all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.A.

#### **11.5 Cash Allowances:**

- A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

#### **ARTICLE 12 - CHANGE OF THE CONTRACT TIME**

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the OWNER. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the CONTRACTOR unless such party's delay is attributable to one of the above enumerated causes.
- 12.3 The time limits concerning Substantial Completion and final completion as stated in the contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that CONTRACTOR shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by fault of OWNER.



**ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTION; CORRECTION,  
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**13.1 Access to Work:**

- A. ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**13.2 Tests and Inspections:**

- A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- B. If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR (unless another party is specified in the General Requirements) shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspections, testing or approval.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with OWNER'S or ENGINEER'S acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

- C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER (or by ENGINEER if so specified).
- D. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.
- E. Neither observations by ENGINEER no inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

**13.3 Uncovering Work:**

- A. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.
- B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 11 and 12.

#### **13.4 OWNER May Stop the Work:**

- A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

#### **13.5 Correction or Removal of Defective Work:**

- A. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

#### **13.6 Acceptance of Defective Work:**

- A. If instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.
- B. OWNER may require CONTRACTOR to furnish, at CONTRACTOR'S expense, performance guarantees and additional Bonds prior to acceptance of defective Work.

#### **13.7 OWNER May Correct Defective Work:**

- A. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven day's written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising OWNER'S rights under this Paragraph, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this Paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in his performance of the Work attributable to the exercise by OWNER of OWNER'S rights hereunder.

### **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

#### **14.1 Review of Applications for Progress Payments:**

- A. ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of work in accordance with

the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid to be paid to CONTRACTOR on account of the Contract price, or that title to any Work, materials, or equipment has passed to OWNER free and clear of any Liens.

- B. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- C. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such within thirty days of presentation to him of the Application for Payment with ENGINEER'S recommendation, pay CONTRACTOR the amount recommended.
- D. ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of work in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid to be paid to CONTRACTOR on account of the Contract price, or that title to any Work, materials, or equipment has passed to OWNER free and clear of any Liens.
- E. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- F. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:
  - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - 2. Written claims have been made against OWNER or Liens have been filed in connection with the Work,
  - 3. The Contract Price has been reduced because of Modifications,
  - 4. OWNER has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
  - 5. Of CONTRACTOR'S unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
  - 6. Of CONTRACTOR'S failure to make payment to Subcontractors for labor, materials or equipment.

#### **14.2 Substantial Completion:**

- A. When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of

completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER and OWNER consider the Work substantially complete, ENGINEER will prepare and deliver to OWNER a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate, a work list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance, which shall become binding on OWNER and CONTRACTOR until final payment.

- B. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the work list, or to make corrections in accordance with Paragraph 13.7.

#### **14.3 Partial Utilization:**

- A. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:
  - 1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be used without significant interference with construction of the other part of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a work list of items to be completed or corrected before final payment. Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to OWNER and CONTRACTOR, with respect to security, operation, safety, maintenance, utilities and insurance for that part of the Work which shall become binding upon OWNER and CONTRACTOR. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the work list, or to make corrections pursuant to Paragraph 13.7.
  - 2. In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such take over, OWNER and CONTRACTOR have agreed to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.
  - 3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of Paragraph 5.8, in respect of property insurance.

#### **14.4 Final Inspection:**

- A. Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### **14.5 Final Application for Payment:**

- A. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instruction, schedules, ~~guarantees~~, Bonds, certificates of inspection, marked up record documents, and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If and Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

#### **14.6 Final Payment and Acceptance:**

- A. If, on the basis of ENGINEER'S observation of the Work during construction and final inspection and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, ENGINEER will return the Application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.

#### **14.7 Contractor's Continuing Obligation:**

- A. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER for any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Paragraph 14.9, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents of a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

#### **14.8 Waiver of Claims:**

- A. The making and acceptance of final payment shall constitute:
1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7.A or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents, or as required by law; and
  2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

#### **14.9 Payments withheld prior to Final Acceptance of Work:**

- A. As a result of subsequently discovered evidence, the OWNER may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect himself from loss by:
1. Defective work not remedied.
  2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.
  3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.
  4. Damage to another Contractor.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### **15.1 OWNER May Suspend Work:**

- A. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

#### **15.2 OWNER May Terminate:**

- A. Upon the occurrence of any one or more of the following events:
1. If CONTRACTOR is adjudged to be bankrupt or insolvent,
  2. If CONTRACTOR makes a general assignment for the benefit of creditors,
  3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property,
  4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
  5. If CONTRACTOR repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
  6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
  7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
  8. If CONTRACTOR disregards the authority of ENGINEER, or
  9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversation), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to let competitive bids or to obtain the lowest figure for the Work performed.

- B. Where CONTRACTOR'S services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- C. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.

#### **ARTICLE 16 - DISPUTE RESOLUTION**

- 16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.
- 16.2 In the case of any dispute that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of (a) the date on which ENGINEER has rendered a decision, or (b) the tenth day after the parties have presented their evidence to ENGINEER; and no proceeding with respect to such dispute shall be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof.

#### **ARTICLE 17 - MISCELLANEOUS**

##### **17.1 Giving Notice:**

- A. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of notice.

##### **17.2 Computation of Time:**

- A. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

##### **17.3 General:**

- A. Should OWNER or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR, by Paragraphs 6.15, 13.1, 13.6, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

#### **17.4 Rights of Various Interests:**

- A. Wherever work being done by the OWNER'S forces, utility companies, or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the ENGINEER, to secure the completion of the various portions of the work in general harmony.



## **SUPPLEMENTARY CONDITIONS**

### **ARTICLE 1. MODIFICATIONS OF THE GENERAL CONDITIONS**

#### **A. Modification of Article 1.1**

1. CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the work.
2. WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work. All required notices to OWNER shall be delivered to WILLIAM SCHROEDER, Mayor, Village of Lancaster, 5423 Broadway, Lancaster NY 14086.
3. SUPPLIER: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

#### **B. Modification of Article 2.1**

1. Before the CONTRACTOR executes agreement with OWNER, with a copy to ENGINEER, proof that required worker's compensation and disability benefits coverage is provided in conformance with New York State Law.

#### **C. Modification of Article 6.4**

1. The CONTRACTOR shall not award work to Subcontractor(s) in excess of fifty percent (50%) of the total Contract Price without prior written approval of the OWNER.

#### **D. Modification of Article 11**

1. The CONTRACTOR'S attention is directed to Article 106b of the General Municipal Law regarding payments for substantially completed work as follows:

"When the work of major portions thereof as contemplated by the terms of the contract are substantially completed, the CONTRACTOR shall submit to the OWNER a requisition for payment of the remaining amount of the contract balance. Upon receipt of requisition the OWNER shall approve and promptly pay the remaining amount of the contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

As the remaining items of work are satisfactorily completed or corrected, the OWNER shall promptly pay, upon receipt of a requisition, for these items less an amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged. Any claims, liens and judgements referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws."

#### **E. Modification of Article 14.2**

1. CONTRACTOR will only be paid for an individual bid item when that item is complete.
2. No payment will be made for materials or equipment not incorporated in the Work.

## ARTICLE 2. NON-DISCRIMINATION IN EMPLOYMENT

A. During the performance of this Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The CONTRACTOR will send to each labor union or representative or workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses 1 through 8 hereinafter called "non-discrimination clauses". If the CONTRACTOR was directed to do so by the OWNER as part of the Bid or negotiation of this Contract, the CONTRACTOR shall request labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses 1 through 23 and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
4. The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applications will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
5. The CONTRACTOR will comply with the provisions of the Executive Law, Human Rights Law, Article 15, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purpose of investigation to ascertain compliance with these non-discrimination clauses of the Executive Law, Human Rights Law, Article 15.
6. The Contract may be forthwith cancelled, terminated or suspended in whole or in part, by the OWNER upon the basis of a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these non-discrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State, or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until he has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONTRACTOR and an opportunity has been afforded to him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
7. If this Contract is cancelled or terminated under clause 6., in addition to other rights of the OWNER provided in this Contract upon its breach by the CONTRACTOR, the CONTRACTOR will hold the OWNER harmless against any additional expenses or costs incurred by the OWNER in completing the Work or in purchasing the services, materials, equipment or supplies contemplated by this Contract, and the OWNER may withhold payments from the

CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the Performance Bond if necessary.

8. The CONTRACTOR will include the provisions of clauses 1 and 2 in every subcontract or purchase order altered only to reflect the proper identification of the parties in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such actions in enforcing such provisions of such subcontract or purchase order as the OWNER may direct, including sanctions or remedies for non-compliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the OWNER, the CONTRACTOR shall promptly notify the Attorney General, requesting him to intervene and to protect the interest of the State of New York.

### **ARTICLE 3. NON-COLLUSIVE BIDDING CERTIFICATE**

- A. In addition to the other provisions herein contained to be done or performed by the CONTRACTOR as part of this Agreement, the said CONTRACTOR certified, pursuant to the provisions of Article 5A of the General Municipal Law that:

1. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a Joint Bid each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
2. A Bid shall not be considered for award nor shall any award be made where 1a, b, and c above have not been complied with; provided however, that if in any case the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in details the reasons therefore. Where 1a and c above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1a.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

### **ARTICLE 4. SCHEDULE OF STATE MINIMUM WAGE RATES**

- A. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York.
- B. The CONTRACTOR shall make provisions for disability benefits, workmen's compensation, unemployment insurance and social security as required by law.
- C. Published current New York State Wage Rates are attached in Appendix "A" of these contract specifications.

## **ARTICLE 5. BONDS**

- A. CONTRACTOR shall execute bonds acceptable to the OWNER as required by Article 5 of the General Conditions and specified herein below:
  - 1. Performance-Labor and Material Payment Bond: 100 percent of contract price. Performance Bond may be in the form of one or two bonds.

## **ARTICLE 6. INSURANCE**

- A. CONTRACTOR shall provide insurance as required by Article 5 of the General Conditions and in the minimum amounts and coverage listed and described on the forms attached to the end of these Supplementary Conditions.
- B. The CONTRACTOR'S insurance company, if not a New York State Corporation, must have on file with the Secretary of State of New York a Certificate of Authority to conduct business in New York State. This certificate inter alia, names the Secretary of State as agent to accept service of a summons on behalf of the Insurance Company.
- C. All policies shall be drawn to cover a period of not less than six (6) months from the date of issue.
- D. It is understood that the term **Village of Lancaster** in this section shall be deemed to include all authorities, boards, bureaus, commissions, divisions, districts, departments, agents and offices of **Village of Lancaster**, the individual members thereof, the Attorney, and the Consulting ENGINEER in their official capacities.
- E. The insurance payable under this policy shall be applied by the insurance company first to the protection of **Village of Lancaster** and the remainder, if any, to the other named insureds.
- F. If required, the CONTRACTOR shall also secure and maintain in force during the time required by the insured, the various insurances required by the State of New York Department of Transportation, Village of Lancaster and other governing and regulatory agencies.
- G. In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR. CONTRACTOR shall furnish such additional security covering such claims as may be determined by the OWNER.

## **ARTICLE 7. TAXES**

- A. The OWNER is exempt from payment of all State and local sales and compensating use taxes of the State of New York and of cities and counties on the purchase of materials and supplies incorporated in and becoming an integral component part of the Work, structures, buildings or real property, pursuant to the provisions of this Agreement.
- B. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in purchase of supplies and materials to be incorporated into the Work.
- C. OWNER'S exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work.

## **ARTICLE 8. PERMITS**

- A. The CONTRACTOR shall secure any applicable utility permits for work if necessary. The CONTRACTOR shall comply with all requirements of these Permits and pay any and all fees associated with obtaining said permits.

## **ARTICLE 9. COMPLIANCE WITH LAWS**

- A. The CONTRACTOR shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal Laws or regulations.
- B. It is further understood and agreed between the parties that each and every other provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and that this Contract shall be read and enforced as though the same were included herein.

## **ARTICLE 10. SAFETY AND HEALTH REGULATIONS**

- A. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
- B. The attention of the CONTRACTOR is directed to the provisions of Section 4(b) (4) of the Occupational Safety and Health Act of 1970 as follows:

"Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employments."
- C. The CONTRACTOR shall, at all times, comply with the latest applicable State Laws pertaining to the Safety of Workers in the Construction Field.

## **ARTICLE 11. ENGINEER'S RESIDENT PROJECT REPRESENTATION**

- A. The OWNER may or may not provide full time Resident Representation at the OWNER's discretion.
- B. It is not the function of the OWNER'S Resident Project Representative (and assistants) to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted.
- C. The OWNER'S Resident Project Representative (and assistants) shall have the authority to reject any work, or material, or any part thereof, which does not in his opinion conform to the Plans, Drawing, Specifications and Contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.
- D. No material of any kind shall be used in the work until it has been accepted by the OWNER'S Resident Project Representative (or assistants). All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the Plans and Specifications shall be remedied at once regardless of previous inspection at no cost to the OWNER.
- E. Such acceptance shall not relieve the CONTRACTOR from any obligation to perform said work strictly in accordance with Plans and Specifications and work not so constructed shall be removed and made good by the CONTRACTOR at his/her own expense and free from all expense to the OWNER without reference to any previous oversight or error or first approval or inspections.
- F. Neither OWNER'S Resident Project Representative (and assistants) authority to act under this Article 18 or elsewhere in this Contract Documents nor any decision made by them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of OWNER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.

- G. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of OWNER'S Resident Project Representative (and assistants) as to the Work, it is intended that such requirements, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that OWNER'S Resident Project Representative (and assistants) authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 18.I and 18.J.
- H. OWNER'S Resident Project Representative (and assistants) will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and OWNER'S Resident Project Representative (and assistants) will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents. Nevertheless, the CONTRACTOR agrees that any method or procedure, which in the opinion of the OWNER'S Resident Project Representative (and assistants) does not achieve the required results of quality of work specified, shall be discontinued immediately upon order of the OWNER'S Resident Project Representative (and assistants).
- I. OWNER'S Resident Project Representative (and assistants) will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

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**ARTICLE 12. FORM OF**

Bond No. K42168026

**PERFORMANCE BOND**

**PLUM BOTTOM CREEK CULVERT REHABILITATION PROJECT**  
**PIN 5763.86**

KNOWN ALL PEOPLE BY THESE PRESENTS, that we  
Union Concrete and Construction Corp.  
of 435 Meyer Rd., West Seneca, NY 14224 (hereinafter called Principal)  
and the Federal Insurance Company, having its principal office-  
202B Hall's Mill Road in the Town/City of  
Whitehouse Station, NJ and authorized to conduct business in the State of New York  
(hereinafter called Surety), are held and firmly bound unto **Village of Lancaster**, New York (hereinafter called Obligee), in  
the amount of \* (\$ \$862,777.00) Dollars lawful money  
\*Eight hundred sixty-two thousand, seven hundred seventy-seven dollars and 00/100  
of the United States of America, for the payment of which the Principal and the Surety hereby bind themselves, their heirs,  
executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has by written contract dated December 15, 20 25  
entered into a contract with the Obligee for Plum Bottom Creek Culvert Rehabilitation Project Pin 5763.86

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
which contract is by reference made a part hereof (hereinafter called contract).

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall:

1. well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and
2. promptly make payment to all persons having a direct contract with the Principal or with a subcontractor of the principal supplying labor and materials in the prosecution of the work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions:

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the Principal and the Surety, subject, however, to the prior right of the Obligee to recover hereunder on account of any loss or damage caused to it by the failure of the Principal to perform the Contract as aforesaid.
2. That if the Principal shall abandon said Contract or be lawfully compelled by reason of a default to cease operations hereunder, the Surety shall have the right at its option to complete said Contract or sublet the completion thereof.
3. That, in accordance with the provisions of **Village of Lancaster** Standard Specifications, the Principal, at its own cost and expense, shall maintain the improvement and make all repairs resulting from faulty workmanship and/or defective materials occurring within two (2) years from the date of final payment pursuant to said Contract.
4. That the Obligee shall notify the Surety by registered letter, addressed and mailed to its Home Office, of any breach of said Contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.
5. That the Surety shall not be liable hereunder for any damages or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
6. That no suit, action or proceeding for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the Surety by the Obligee after two (2) years from the day on which final payment under the Contract is made.
7. That no suit, action or proceeding for loss caused by the failure of the Principal to pay all persons supplying labor and material in the prosecution of the work under said contract shall be brought against the Surety after six (6) months from the day on which final payment of the contract is made.

Signed, sealed, and dated this 15th day of December, 2025.

Union Concrete and Construction Corp.

By \_\_\_\_\_

~~President, Vice President~~ NICOLAUS DEINSKI

~~Secretary-Treasurer~~

Federal Insurance Company

Surety

Surety By \_\_\_\_\_

Ryan Gray, Attorney-in-Fact



**Acknowledgment if  
Contractor is an Individual, Partnership or Corporation**

By: 

Name: Nickolaus Osinski

Title: Secretary/Treasurer

Company: Union Concrete and Construction Corp.

STATE OF NEW YORK

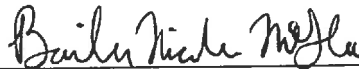
)

) ss:

COUNTY OF ERIE

)

On December 15, 20 25, before me, the undersigned, personally appeared Nickolaus Osinski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.



Notary Public  
BAILEY NICOLE MCGHEE  
Notary Public, State of New York  
Registration No. 01MC6265920  
Qualified in Erie County  
Commission Expires July 23, 20 28

**ACKNOWLEDGMENT OF SURETY**

State of New Jersey

City of Morris

I, Jonathan Orozco, a Notary Public in and for the City and State aforesaid, do  
certify that Ryan Gray  
personally appeared before me in my City and State aforesaid and made oath that he/she is Attorney-in-Fact of  
the Federal Insurance Company;  
that Ryan Gray is  
authorized by law to transact business in the State of New York; has complied with all laws relative to the execution of said  
bond; and that he is duly authorized to execute said bond for and on behalf of said company and to obligate the company with  
respect thereto.

My commission expires February 13, 2030

Given my hand and seal this 15th day of December, 2025



Notary Public



**CHUBB**

**Power of Attorney**

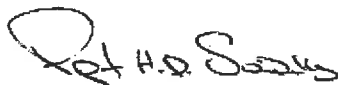
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ryan Gray, Marisol Mojica, Andreah Moran, Krystal L. Stravato, Jaclyn Maffey, Dipal Savaliya, and Kevin T. Walsh Jr.** of Whippany, New Jersey; **Andrea E. Gorbett and Mariya Leonidov** of Jericho, New York; **Neil C. Donovan and Gerard Leib** of Berwyn, Pennsylvania -

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 27<sup>TH</sup> day of August, 2025.



Rupert HD Swindells, Assistant Secretary



Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 27<sup>TH</sup> day of August, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin  
NOTARY PUBLIC OF NEW JERSEY  
No. 90175208  
COMMISSION EXPIRES OCT 15, 2026

  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

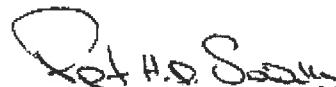
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 15, 2025



  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis

December 31, 2024

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ (355,746)	Outstanding Losses and Loss Expenses	\$ 10,812,093
United States Government, State and Municipal Bonds	3,847,216	Reinsurance Payable on Losses and Expenses	1,730,804
Other Bonds	9,063,626	Unearned Premiums	3,117,855
Stocks	361,584	Ceded Reinsurance Premiums Payable	417,703
Other Invested Assets	<u>1,562,503</u>	Other Liabilities	<u>583,379</u>
<b>TOTAL INVESTMENTS</b>	<b><u>14,479,183</u></b>	<b>TOTAL LIABILITIES</b>	<b><u>16,481,834</u></b>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	444,946	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	392,348	Unassigned Funds	<u>2,245,956</u>
Chubb National Ins. Co.	204,099	<b>SURPLUS TO POLICYHOLDERS</b>	<b><u>4,978,410</u></b>
Chubb Indemnity Ins. Co.	185,760		
Chubb Ins. Co. of New Jersey	41,523		
Chubb Lloyds Ins. Co. of Texas	6,140		
Other Affiliates	71,980		
Premiums Receivable	2,574,791		
Other Assets	<u>3,039,474</u>		
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$ 21,440,244</u></b>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$21,440,244</u></b>

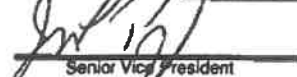
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2024, investments with a carrying value of \$569,829,993 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2024.

Sworn before me this March 20, 2025

  
 Senior Vice President

  
 Notary Public

August 8, 2027  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2027  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries

**ARTICLE 13. FORM OF**

Bond No. K42168026

**LABOR AND MATERIAL PAYMENT BOND**

**PLUM BOTTOM CREEK CULVERT REHABILITATION PROJECT**

**PIN 5763.86**

KNOW ALL PEOPLE BY THESE PRESENTS, that, Union Concrete and Construction Corp.  
435 Meyer Rd., West Seneca, NY 14224

(insert the name and address or legal title of the CONTRACTOR)

as Principal, herein called Principal, and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889 located at  
(insert the legal title of Surety)

as Surety, herein called Surety, are held and firmly bound unto Village of Lancaster

5243 Broadway, Lancaster, NY 14086

(insert the name and address or legal title of the OWNER)

as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined, in the amount of:  
Eight hundred sixty-two thousand, seven hundred seventy-seven dollars and 00/100 dollars

(\$ 862,777.00), for the payment where of Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has by written agreement dated December 15, 2025

entered into a Contract with OWNER for Plum Bottom Creek Culvert Rehabilitation Project Pin 5763.86

in accordance with Contract Documents prepared by:

C&S Engineers Inc., 141 Elm Street, Suite 100, Buffalo, NY 14203, (716)847-1630


(insert full name and title)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Principal shall pay all lawful claims of Subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.



Acknowledgment if  
Contractor is an Individual, Partnership or Corporation

By:   
Name: Nickolaus Osinski  
Title: Secretary/Treasurer  
Company: Union Concrete and Construction Corp.

STATE OF NEW YORK                    )  
  ) ss:  
COUNTY OF ERIE                    )

On December 15, 2025, before me, the undersigned, personally appeared Nickolaus Osinski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

BAILEY NICOLE MCGHEE  
Notary Public, State of New York  
Registration No. 01MC6265920  
Qualified in Erie County  
Commission Expires July 23, 20 28

**ACKNOWLEDGMENT OF SURETY**

State of New Jersey

City of Morris

I, Jonathan Orozco, a Notary Public in and for the City and State  
aforesaid, do certify that Ryan Gray  
personally appeared before me in my City and State aforesaid and made oath that he is Attorney-in-Fact of the  
Federal Insurance Company  
that Ryan Gray is authorized by law to transact  
business in the State of New York; has complied with all laws relative to the execution of said bond; and that he is duly  
authorized to execute said bond for and on behalf of said company and to obligate the company with respect thereto.

My commission expires February 13, 2030

Given my hand and seal this 15th day of December, 2025.

  
\_\_\_\_\_  
Notary Public

<p><b>JONATHAN OROZCO</b> NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES FEBRUARY 13, 2030 COMMISSION: #50230405</p>
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**CHUBB®**

**Power of Attorney**

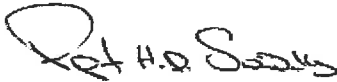
**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

**Westchester Fire Insurance Company | ACE American Insurance Company**

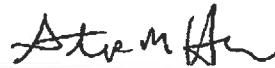
**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ryan Gray, Marisol Mojica, Andreah Moran, Krystal L. Stravato, Jaclyn Maffey, Dipal Savaliya, and Kevin T. Walsh Jr.** of Whippany, New Jersey; **Andrea E. Gorbort and Mariya Leonidov** of Jericho, New York; **Neil C. Donovan and Gerard Leib** of Berwyn, Pennsylvania -

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27<sup>TH</sup>** day of **August, 2025**.



**Rupert HD Swindells, Assistant Secretary**



**Stephen M. Haney, Vice President**



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **27<sup>TH</sup>** day of **August, 2025** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Stephen M. Haney**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Stephen M. Haney**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



**Stacy J Lofrin**  
**NOTARY PUBLIC OF NEW JERSEY**  
**No. 50175208**  
**COMMISSION EXPIRES OCT 15, 2026**

  
**Notary Public**

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

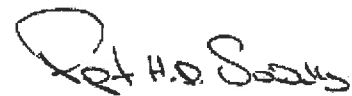
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **December 15, 2025**





**Rupert HD Swindells, Assistant Secretary**

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis

December 31, 2024

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash, Cash Equivalents, and ST Investments	\$ (355,746)	Outstanding Losses and Loss Expenses	\$ 10,812,093
United States Government, State and Municipal Bonds	3,847,216	Reinsurance Payable on Losses and Expenses	1,730,804
Other Bonds	8,063,626	Unearned Premiums	3,117,855
Stocks	361,584	Ceded Reinsurance Premiums Payable	417,703
Other Invested Assets	<u>1,562,503</u>	Other Liabilities	<u>583,378</u>
<b>TOTAL INVESTMENTS</b>	<b><u>14,479,183</u></b>	<b>TOTAL LIABILITIES</b>	<b><u>16,461,834</u></b>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	444,946	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	382,348	Unassigned Funds	<u>2,245,956</u>
Chubb National Ins. Co.	204,089	<b>SURPLUS TO POLICYHOLDERS</b>	<b><u>4,978,410</u></b>
Chubb Indemnity Ins. Co.	185,760		
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Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2024, investments with a carrying value of \$569,629,993 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2024.

Sworn before me this March 20, 2025

  
 Senior Vice President

  
 Notary Public

August 8, 2027  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Diane Wright, Notary Public  
 Philadelphia County  
 My commission expires August 8, 2027  
 Commission number 1235745  
 Member, Pennsylvania Association of Notaries

## **INSURANCE REQUIREMENTS - CONTRACTORS**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the municipality as an additional insured shall:
- Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - State that the organization's coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
  - The municipality shall be listed as an additional insured by using endorsement CG 2010 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the municipality for any applicable deductibles.
- IV. Required Insurance:
- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
  - **Automobile Liability**  
\$1,000,000 Combined single limit for owned, hired and borrowed and non-owned motor vehicles.
  - **Workers' Compensation**  
Statutory Workers' Compensation & Employers' Liability Insurance for all employees.
  - **Owners Contractors Protective Insurance**  
(Required for construction projects in excess of \$200,000)  
\$1,000,000 per occurrence / \$2,000,000 aggregate, with the municipality named as the additional insured.
  - **Excess Liability**  
\$2,000,000 per occurrence / \$2,000,000 aggregate, with the municipality named as the additional insured.
  - **Builders Risk Insurance or Installation Floater**  
*Builders Risk coverage can be provided by the municipality, or required of the contractors. Installation floaters are provided by the contractor(s).*
  - **Bid, Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- VII. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer.

**Blanket Indemnification/Contribution Agreement**  
**PLUM BOTTOM CREEK CULVERT REHABILITATION PROJECT**  
**PIN 5763.86**

These Indemnification/Contribution Agreement shall apply to all work (the "Work") performed by the Contractor set forth below (the "Contractor") for VILLAGE OF LANCASTER and all of its related or affiliated corporations, subsidiaries, entities, companies, trust and/or partnerships and their respective agency, consultants, principals, partners, servants, officers, stockholders, directors, employees, trustees and tenants (hereinafter referred to as "OWNER").

**INDEMNIFICATION/CONTRIBUTION**

**BODILY INJURY**

- A. The Contractor shall protect, defend, hold harmless and indemnify the OWNER, any Construction Manager, all Engineers and/or ENGINEERS, all Consultants and/or CONSULTANTS, and agents and employees of any of them from and against all actions, claims, liability, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such action, claim, liability, damage, loss or expense is attributable to bodily injury, sickness, disease or death, caused in whole or in part by acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused or claimed to have been caused by active or passive negligence or breach of duty by the OWNER.
- B. To the extent any section or provision of the New York General Obligation Law or other applicable law renders void or unenforceable the indemnification provision set forth in subdivision A. above, the following provision is applicable. The Contractor shall protect, defend, hold harmless and *indemnify* the OWNER, any Construction Manager, all Engineers and/or ENGINEERS, all Consultant's and/or CONSULTANTS, and agents and employees of any of them from and against all actions, claims, liability, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such action, claim, liability, damage, loss or expense is attributable to bodily injury, sickness, disease or death, caused in whole or in part by acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This provision does not obligate the Contractor to indemnify the OWNER for the active or passive negligence or breach of duty by the OWNER. However, in the event liability is shared by the parties to this Agreement, the Contractor shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments.

**PROPERTY DAMAGE**

- C. The Contractor hereby assumes entire responsibility for any and all damage or injury of any kind or nature to property, including adjoining property (including loss of use thereof), caused by or resulting from the execution of the Work occurring in connection therewith, and agrees to indemnify and save harmless the OWNER from and against all claims, liabilities, damages, loss and expense incurred by or imposed upon the OWNER for damage or injury to such property, however such damage or injury may be caused, whether such claims, liabilities, damages, loss or expense arise from or are caused directly or indirectly by: (i) the negligence of the Contractor or any subcontractor, or the agents or employees of either of them, in the performance of the Work, or the use by the Contractor or any subcontractor, or the agents or employees of either of them, of any materials, tools, hoists, ladders, implements, appliances, scaffolding, ways, works, machinery or other property; or (ii) the negligence of the OWNER, whether attributable to a breach of statutory duty of administration, regulation or otherwise; or (iii)

injury or damage to property for which liability is imputed to the OWNER; or (iv) any other manner. The Contractor shall be solely responsible for the safety of its work and of all equipment and materials to be used therein until final completion and acceptance of the same and shall promptly at its own expense repair any damage or injury to same, unless such damage or injury is caused by the sole negligence of the OWNER.

- D. To the extent any section or provision of the New York General Obligations Law or other applicable law renders void or unenforceable the indemnification provision set forth in subdivision C. above, the following provision is applicable. The Contractor hereby assumes entire responsibility for any and all damage or injury of any kind or nature to property, including adjoining property (including loss of use thereof), caused by or resulting from the execution of the Work occurring in connection therewith, and agrees to indemnify and save harmless the OWNER from and against all claims, liabilities, damages, loss and expense incurred by or imposed upon the OWNER for damage or injury to such property, however such damage or injury may be caused, whether such claims, liabilities, damages, loss or expense arise from or are caused directly or indirectly by: (i) the negligence of the Contractor or any subcontractor, or the agents or employees of either of them, in the performance of the Work, or the use by the Contractor or any subcontractor, or the agents or employees of either of them, of any materials, tools, hoists, ladders, implements, appliances, scaffolding, ways, works, machinery or other property; or (ii) any other manner. This provision does not obligate the Contractor to indemnify the OWNER for the active or passive negligence or breach of duty by the OWNER. The Contractor shall be solely responsible for the safety of its work and of all equipment and materials to be used therein until final completion and acceptance of the same and shall promptly at its own expense repair any damage or injury to same, unless such damage or injury is caused by the sole negligence of the OWNER. However, in the event that liability is shared by the parties to this Agreement, the Contractor shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments.

It is further agreed that, if the Contractor subcontracts or delegates to others the Work or any part thereof, the Contractor will have the subcontractors and/or delegates agree to indemnify and insure the OWNER in the same manner as the Contractor has agreed to indemnify and insure the OWNER under this Agreement and shall deliver a true copy of said Agreement to the OWNER. In the absence of such agreement or the delivery of same prior to the subcontractors or delegates commencing their work, the Contractor will be held liable to indemnify and insure the OWNER in the same manner and to the same extent that the subcontractors and/or delegates would have been required to indemnify and insure the OWNER if such agreement had been made.

The Contractor's requirements of indemnity and/or contribution under this Agreement shall be read cumulatively, and no paragraph of indemnity and/or contribution shall be read so as to restrict in any way any other paragraph of indemnity and/or contribution. The purpose of these indemnity and/or contribution paragraphs is to give the OWNER the greatest right of indemnity and/or contribution against the Contractor allowed by the law.

In claims arising out of the Work brought by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification and/or contribution obligation under this Agreement shall not be affected by any extra contractual limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall also indemnify the OWNER, any Construction Manager and any Architect for any and all indemnification obligation of any Construction Manager and any Architect to, inter alia, municipalities, regulatory and governmental agencies and any and all affiliated entities which arise out of or pertain to the Work.

The Contractor shall protect, defend, hold harmless and indemnify the OWNER and the other indemnities set forth above from and against all claims, actions, liabilities, damages, fines or penalties, losses, costs

and expenses including attorney's fees, even if such claims are groundless, fraudulent, or false, arising out of any actual or alleged spilling, dumping, release and/or disposal of hazardous waste materials, whether at or upon the construction site or at another undetermined site pursuant to the performance of the Work. It is expressly agreed and understood that such protection and indemnification shall apply and extend to claims made by federal, state or local governmental entities or agencies. It is further expressly agreed and understood that such protection and indemnification shall apply to all claims arising out of such actual or alleged spilling, dumping, release and/or disposal of hazardous waste materials even if such claims are not discovered or made until after the performance of the Work required or after conclusion of this Agreement, including loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. As used in this Agreement, the term "hazardous materials" shall mean any hazardous or toxic substances, materials or wastes, pollutants or contaminants, petroleum, or other materials as defined, listed or regulated by any federal, state or local law, regulation or order by common law decision applicable to the property, including, without limitation: (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) petroleum products or bi-products, (iii) asbestos, and (iv) polychlorinated biphenyls.

The Contractor shall protect, hold harmless, and indemnify the OWNER from and against any and all claims, actions, liabilities, damages, fines or penalties, losses, costs and expenses, including attorney's fees, even if such claims are groundless, fraudulent or false, arising out of any actual or alleged pollution, contamination or adulteration of the waters of the United States which arise out of or result from the Work, and it is expressly agreed and understood that such protection and indemnification shall apply and extend to claims made by federal, state, or local governmental entities or agencies. It is further expressly agreed and understood that such protection and indemnification shall apply to all claims arising out of such actual or alleged pollution, contamination or adulteration of the waters of the United States or any particular state thereof even if such claim is not discovered or made until after the performance of the Work required or after conclusion of this Agreement.

It is expressly agreed and understood that such protection and indemnification shall include loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable and which arise out of or are caused by the Work.

\_\_\_\_\_  
OWNER (Signature)

**Village of Lancaster**  
Mr. William Schroeder  
Mayor  
(Printed name and title)

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

  
\_\_\_\_\_  
CONTRACTOR (Signature)

Nickolaus Osinski, Secretary/Treasurer  
(Printed name and title)

## AGREEMENT FOR DOG CONTROL SERVICES

THIS AGREEMENT by and between the TOWN OF LANCASTER, a municipal corporation in the County of Erie and State of New York, with its principal office at 21 Central Avenue, Lancaster, New York, hereinafter referred to as the "Town"; and the VILLAGE OF LANCASTER, a municipal corporation in the said Town of Lancaster, County of Erie and State of New York, with its principal office at the Municipal Building, 5423 Broadway, Lancaster, New York, hereinafter referred to as the "Village".

### 1. LEGAL BASIS

This Agreement is authorized by Article 5-G of the General Municipal Law of the State of New York and Article 7 of the New York State Agriculture and Markets Law.

### 2. DOG CONTROL OFFICER SERVICES

The Town shall, during the term of this Agreement, furnish Dog Control Services to the Village as enumerated in Schedule A, Dog Control Officer's Duties, attached hereto.

- a. The Town will authorize and direct the Dog Control Officer to patrol and operate the Dog Control vehicle of the Town, along and over all the public streets, highways, roads and thoroughfares of the Village and the Town.
- b. The Dog Control Officer shall enforce state statutes, county ordinances and existing local laws of the Town and of the Village.

### 3. AUTHORIZATION

The Village hereby authorizes and empowers the Dog Control Officer of the Town, during the term of this Agreement, to act and perform the duties of such Dog Control Officer within the areas of the Village with the same powers, duties, immunities and privileges as if such Dog Control Officer were acting and performing such duties within the Town.

### 4. TOWN PROTECTION

The Dog Control Officer's duties to be provided pursuant to this Agreement are to be reasonable in nature, and are to be shared between the Village and the Town as the demand shall arise.

\_\_\_\_\_  
WCS Initial

\_\_\_\_\_  
REL Initial

## 5. VEHICLES AND DOG POUND

The Town shall furnish the Dog Control Officer with a suitable vehicle for such duties and shall furnish dog pound facilities which shall meet the requirements of Article 7 of the Agriculture and Markets Law and Local Ordinances of the Town and Village.

## 6. DOG CONTROL OFFICER

The Police Dispatcher will contact the Dog Control Officer of the Town whenever calls are received from Village residents concerning dogs within the Village.

## 7. LIABILITY

The Town shall assume liability for, defend against, and secure the Village from all costs or damages for injury to persons or property or death, caused by the Dog Control Officer and arising out of the performance of this Agreement. The Town shall cause all insurance policies covering the operations of its Dog Control Officer to be endorsed to include the Village as an insured on the same basis as the Town is made and insured by and under said insurance policies during the term of this Agreement. The Town shall furnish proof of insurance referred to above.

## 8. EMPLOYEE STATUS

For purposes of this Agreement only, the Dog Control Officer shall be a Town employee and shall not have any benefits, status or right of Village employment.

## 9. INDEMNITY

The Dog Control Officer performing services under this Agreement shall be deemed an employee of the Town for the purpose of the Worker's Compensation Law and the Village shall not be responsible for the payment of any benefits thereunder.

## 10. MUNICIPAL AGENCY

For the sole purpose of giving official status to his/her act when performing municipal functions with the scope of this Agreement, the Dog Control Officer engaged in providing Dog Control Officer services to the Village shall be considered an employee of the Village.

\_\_\_\_\_  
WCS Initial

  
\_\_\_\_\_  
REL Initial




11. This agreement may be executed in counterpart, each executed copy of which shall be deemed an original, but all of which shall constitute one and the same agreement.

12. This agreement shall become effective upon the date last executed by an undersigned and upon each party providing the other with a copy of that party's execution.

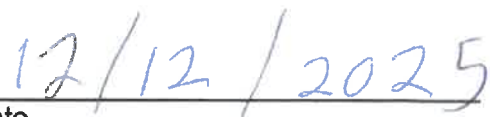
13. This agreement shall expire on February 1 2030.

IN WITNESS WHEREOF, the undersigned have executed this agreement pursuant to the confirmatory resolutions of their respective boards.

X \_\_\_\_\_  
William C. Schroeder  
Mayor, Village of Lancaster

X   
Robert E. Leary  
Supervisor, Town of Lancaster

\_\_\_\_\_  
Date

  
Date

(Seal)

(Seal)

## **SCHEDULE A**

### **TOWN OF LANCASTER DOG CONTROL OFFICER'S DUTIES**

1. Captures, apprehends, restrains and transports unlicensed dogs to impounding-holding area or to owners.
2. Acknowledges dog complaints, investigates and takes appropriate action using State statutes and Town and Village ordinances.
3. If seized dogs are sick, injured or diseased, renders emergency treatment and transports them to appropriate place for veterinary treatment. Dog owner or custodian shall be responsible for payment of veterinary costs per Town ordinance.
4. Feeds, waters and cares for impounded dogs if responsible for shelter service.
5. Prepares and maintains reports required by local or State laws.
6. Humanely euthanizes dogs, if necessary, and disposes of remains.
7. Takes necessary action, as deemed appropriate, in the prosecution of violators of the Town, Village and State laws pertaining to dogs.
8. Aids in the rescue of trapped, wounded or hurt dogs.
9. Shall control, by proper restraint, the aggressiveness of dogs when handling such dogs.
10. Requisitions supplies and equipment through appropriate sources.
11. Prepares, consolidates and reviews reports of action taken and makes recommendations to Supervisor and Town Board measures for the control of dogs in the Town.
12. Dog Control Officer shall have no jurisdiction or authority to apprehend, investigate, seize or dispose of any animal other than a dog. Dog Control Officer shall remove dead dogs from the public highway.
13. Oversees and supervises the dog census and compiles enumeration lists.
14. Files monthly report with Town Clerk of all calls, apprehension of dogs, appearance ticket issued, etc.



Department of  
Transportation

RESOLUTION # 6  
MEETING DATE 12/22/2025

KATHY HOCHUL

Governor

MARIE THERESE DOMINGUEZ

Commissioner

ERIC MEKA, P.E.

Regional Director

December 16, 2025

Michael Steigmeier, Village Clerk/ Treasurer  
Village of Lancaster  
5423 Broadway, Municipal Building  
Lancaster, NY 14086

**Re: FEDERAL AID LOCAL PROJECT AGREEMENT - Supplemental Agreement No. 1  
PIN 5765.26, Comptroller's Contract #D041604  
Safe Routes for All – Central Ave Improvements – TAP  
Village of Lancaster, Erie County**

Dear Mr. Steigmeier:

In order to progress the above referenced project with Federal Aid, the New York State Department of Transportation (NYSDOT) will need both a Resolution and a Supplemental Agreement, signed by the Village of Lancaster, indicating a commitment to continue to participate in the administration and funding of the various phases of this project.

Please obtain a Resolution authorizing the Mayor to enter into the enclosed Supplemental Agreement No. 1 (SA #1) to Federal Aid Project Agreement No. D041604 with the NYSDOT to provide a total of \$820,000. This amount is both the Federal and Non-Federal share of the cost for the above project's Engineering (Design I-VI) & Right-of-Way Incidentals phases. SA #1 supersedes the Original Agreement which had a total value of \$620,000 by increasing funding for the Engineering (Design I-VI) phase and adding the Right-of-Way Incidentals phase. **Reimbursement requests must be submitted to NYSDOT at least once every six months.**

Please email NYSDOT a PDF containing one (1) certified copy of the county's Resolution along with two (2) original and notarized copies of the enclosed SA #1 to [Jessica.Hoehn@dot.ny.gov](mailto:Jessica.Hoehn@dot.ny.gov). Please note that your Approved Signatory is required to sign each copy of the SA #1.

Questions regarding the enclosed SA #1 and/or the implementation of the project should be directed to Christopher Church, Regional Local Projects Liaison, at 716-847-3246.

Sincerely,

Nicholas S. Gagliardo, P.E.  
Local Projects Manager

Sponsor: **Village of Lancaster**  
 PIN: **5765.26** BIN: **N/A**  
 Comptroller's Contract No. **D041604**  
 Supplemental Agreement No. **1**  
 Date Prepared: **12/16/2025** By: **JEH**  
 Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 1 to D041604** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")  
 and

**Village of Lancaster** (the Sponsor)  
 Acting by and through the **Mayor**  
 with its office at **5423 Broadway, Lancaster, NY 14086**.

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- ☐ amending a project description
- ☐ amending the contract end date
- ☒ amending the scheduled funding by:
  - ☒ adding additional funding (check and enter the # phase(s) as applicable):
    - ☒ adding phase **2** which covers eligible costs incurred on/after **1 / 2026**
    - ☐ adding phase \_\_\_\_\_ which covers eligible costs incurred on/after **1 / 1**
  - ☒ increasing funding for a project phase(s)
  - ☐ adding a pin extension
  - ☐ change from Non-Marchiselli to Marchiselli
  - ☐ deleting/reducing funding for a project phase(s)
  - ☐ other (\_\_\_\_\_)

- ☒ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- ☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- ☐ Amends a previously adopted Agreement by adding:
  - ☐ Appendix B M/WBE/SDVOB.
  - ☐ Retention Exhibit.
  - ☐ Other: \_\_\_\_\_
- ☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: Village of Lancaster  
 PIN: 5765.26 BIN: N/A  
 Comptroller's Contract No. D041604  
 Supplemental Agreement No. 1  
 Date Prepared: 12/16/2025 By: JEH  
 Initials

Press F1 for instructions in the blank fields:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK

)ss.:

COUNTY OF ERIE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
 Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:  
 STATE OF NEW YORK ATTORNEY GENERAL

BY: \_\_\_\_\_

For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: \_\_\_\_\_  
 Assistant Attorney General

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

COMPTROLLER'S APPROVAL:

By: \_\_\_\_\_  
 For the New York State Comptroller  
 Pursuant to State Finance Law ' 112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 5765.26**

<b>OSC Contract #:</b> <u>D041604</u>	<b>Contract Start Date:</b> <u>1/8/2025</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>12/31/2029</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b> <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1	
<b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered <input type="checkbox"/> State Administered	<b>Municipality/Sponsor (Contract Payee):</b> Village of Lancaster <b>Other Municipality/Sponsor (if applicable):</b> _____  <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS	
<b>Work Type:</b> BIKE/PED./FACILITIES	<b>County (If different from Municipality):</b> Erie
(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/> <b>Project Description:</b> Safe Routes for All - Central Ave Improvements - TAP, Village of Lancaster, Erie County	
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**A. Summary of Participating Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
5765.26.121	Current	TAP (80%)	\$661,000.00	\$528,800.00	\$0.00	\$132,200.00	\$0.00
	Old	TAP (80%)	\$620,000.00	\$496,000.00	\$0.00	\$124,000.00	\$0.00
5765.26.221	Current	TAP (80%)	\$159,000.00	\$127,200.00	\$0.00	\$31,800.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$820,000.00	\$656,000.00	\$ 0.00	\$164,000.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A      PIN 5765.26**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
<b>Total FEDERAL Cost</b>	<b>Total STATE Cost</b>	<b>Total LOCAL Cost</b>	<b>Total ALL SOURCES Cost</b>
\$656,000.00	\$ 0.00	\$164,000.00	\$820,000.00
		<b>Total FEDERAL Cost</b>	\$656,000.00
		<b>Total STATE Cost</b>	\$ 0.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$656,000.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Jess Hoehn</u> Phone No: <u>716-533-4063</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**Footnotes (FN):** (See [LPB's](#) SharePoint for link to sample footnotes)

- **ADDITIONAL PROJECT DESCRIPTION:** This project will fill gaps in the pedestrian and bicycle network along the full length of the corridor to create a continuous system of non-motorized public infrastructure to connect activity centers and residential neighborhoods in the Village of Lancaster.
- **FUND SOURCE:** The Engineering (Design I-VI) .121 phase and the Right-of-Way Incidentals .221 phase are TAP funds at 80% Federal Aid with a 20% Local Share. This project was awarded \$3,392,800 under the TAP/CMAQ program. Cost overruns beyond the awarded amount must be absorbed by the Sponsor.
- **SUPPLEMENTAL SCHEDULE A NO. 1:** This Supplemental Schedule A increases the Engineering (Design I-VI) phase and adds the Right-of-Way Incidentals phase.
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**SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility****Instructions:**

1. For the **Master Agreement**, check the box or enter an X for the header of all phases that are to be inclusive in the project, i.e., PE, ROW I, ROW A, C.
2. Identify the responsibility for each applicable Sub-phase task by checking the box or entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, in the *Sponsor* column indicating non-State labor forces or a locally administered contract, or *N/A*.

**☒ A1. Preliminary Engineering ("PE") Phase**

<b>Phase/Sub-phase/Task</b>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u> <u>N/A</u></b>		
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts. Complete Street Checklist.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Prepare Smart Growth for Attestation by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



<b><u>Phase/Sub-phase/Task</u></b>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u> <u>N/A</u></b>		
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### ☒ **A2. Right-of-Way (ROW) Incidentals**

<b><u>Phase/Sub-phase/Task</u></b>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u> <u>N/A</u></b>		
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor N/A</u>		
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

☐ **B. Right-of-Way (ROW) Acquisition**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor N/A</u>		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☒ **C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<b>Phase/Sub-phase/Task</b>	<b>Responsibility: <u>NYSDOT</u> <u>Sponsor</u> <u>N/A</u></b>		
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and ensure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7a. For <b>non-NHS or non-State Highway System Projects</b> : Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7b. For <b>NHS or State Highway System Projects</b> : Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.			
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor N/A**

12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.

☐ ☒ ☐

**Responsibility: NYSDOT Other**

13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

☐ ☐

SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

WHEREAS, a Project for the Safe Routes for All - Central Ave Improvements, P.I.N. 5765.26 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

WHEREAS, the Village of Lancaster desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of project's Engineering (Design I-VI) + Right-of Way Incidentals phases.

NOW, THEREFORE, the Village Board, duly convened does hereby

RESOLVE, that the Village Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Village Board hereby authorizes the Village of Lancaster to pay in the first instance 100% of the federal and non-federal share of the cost of Engineering work for the Project or portions thereof; and it is further + Row Incidentals

RESOLVED, that the sum of \$820,000 is hereby appropriated from fund balance in General Fund <sup>or,</sup> ~~appropriated pursuant to \_\_\_\_\_~~ and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Board of Trustees shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Clerk-Treasurer thereof, and it is further

RESOLVED, that the Mayor of the Village of the Lancaster ~~of \_\_\_\_\_~~ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the Village of Lancaster with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.