

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

NEXT SCHEDULED REGULAR MEETING

MONDAY, JANUARY 26, 2026

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.

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 22, 2025, at 7:00 P.M.

MEETINGS TO DATE **20**
NO. OF REGULARS **16**
NO. OF SPECIALS **4**

Attendance:		<u>Attended / Absent</u>
William C. Schroeder	Mayor	19 / 1
Tammie E. Malone Schaefer	Trustee/ Deputy Mayor	18 / 2
John Mikoley	Trustee	18 / 2
Deirdre A. Miller	Trustee	18 / 2
Gavin J. O'Brien	Trustee	20 / 0

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

Mayor Schroeder led the pledge to the flag.

ACCEPTANCE OF MINUTES

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** to accept the minutes of the December 8, 2025 regular meeting.

Adopted Resolution: **329** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

ABSTRACT OF AUDITED VOUCHERS

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 12/9/2025 to 12/22/2025.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 63 claims were approved, and that all claims were paid against the:

GENERAL FUND -----	in the amount of	\$	191,830.34
SEWER FUND -----	in the amount of	\$	20,210.78
TRUST FUND -----	in the amount of	\$	3,445.50
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	\$	--
For the period from <u>11/25/2025</u> To <u>12/8/2025</u>			

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

General Fund checks # 93732 through # 93779

Sewer Fund checks # 12347 through # 12352

Trust Fund checks # 2624 through # 2626

Adopted Resolution: **330** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,
Miller, and O'Brien

CORRESPONDENCE:

- 1) Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, open complaints, inspections, and expired permits that were filed for properties within the Village of Lancaster from November 27, 2025 – December 11, 2025.

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

Adopted Resolution: **331** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,
Miller, and O'Brien

- 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.

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to approve this purchase as requested from Milton CAT through NYS Contract # PC70866.

Adopted Resolution: **332** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,
Miller, and O'Brien

- 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.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to accept the recommendation from William Schutt and award the contract to CIR Electrical Construction Corp. contingent upon submission and approval of the required bonds, insurance, and MWBE and SDVOB participation.

Adopted Resolution: **333** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,
Miller, and O'Brien

- 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.

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

Adopted Resolution: **334** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,
Miller, and O'Brien

- 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.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to approve this purchase as requested.

Adopted Resolution: **335** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 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.

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to approve the Change in Use application for 43 Central LLC per the recommendation of the Planning Commission with the stated contingency regarding tenant parking spaces.

Adopted Resolution: **336** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

- 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.

Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** to approve the Change in Use application for Lancaster Plumbing per the recommendation of the Planning Commission.

Adopted Resolution: **337** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

RESOLUTIONS:

Motion by **Trustee Miller** and seconded by **Trustee Malone Schaefer** to accept and approve the following membership changes for the Lancaster Fire Department as approved at its monthly meeting on Tuesday, December 9, 2025:

- Approve membership for Nathan Soteli to the Protective Hose Company.
- Accept resignation of Alex Creighton from the Protective Hose Company.

Adopted Resolution: **338** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** 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.

Adopted Resolution: **339** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** 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.

Adopted Resolution: **340** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** authorizing Mayor Schroeder to sign and 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.

Adopted Resolution: **341** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** 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.

Adopted Resolution: **342** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to approve the following resolution:

WHEREAS, a Project for the Village of Lancaster Safe Routes for All – Central Avenue 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 the 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 (Design I-VI) & Right-of-Way Incidentals work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$820,000 is hereby appropriated from fund balance in the General Fund and made available to cover the cost of participation in the above phases 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 of the Village of Lancaster shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Village Clerk-Treasurer thereof, and it is further

RESOLVED, that the Mayor of the Village of Lancaster 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.

Adopted Resolution: **343**

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

AUDIENCE PARTICIPATION:

-none-

PUBLIC HEARING @ 7:15 PM

JOINT COMPREHENSIVE PLAN UPDATE
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Mayor Schroeder opened the public hearing at 7:15 p.m. and read a summary of the notice that was published in the Lancaster Bee:

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*

Audience Participation: -None-

Trustee Mikoley commented on the process and working with the consultant along with the Village of Depew to update the Plan. He learned a lot from public participation and feedback which included surveys and open houses. One item that was very important to respondents was walkability, which was a common theme in the feedback that was received.

Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** to close the public hearing at 7:18 p.m.

Adopted Resolution: **344**

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

No action was taken following the public hearing. Additional steps are required before the updated Plan may be adopted. LaBella Associates is coordinating SEQR and County review. They will provide the necessary steps to complete these items, and it is expected that this will move forward next month.

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

The surveys were completed for the paper streets. He will coordinate a meeting in early January to discuss next steps. The meeting will include former Trustee Cyndi Maciejewski, Mark Aquino, and Village Attorney Art Herdzik.

➤ PUBLIC WORKS – Trustee Mikoley

A solar spotlight has been installed on the flagpole at DPW as a test to see how it works to illuminate the flags in the evening. He asked the board members to take a look and give feedback before moving forward with our other two (2) locations.

➤ PUBLIC SAFETY – Mayor Schroeder

No report.

➤ BUILDING, LIGHTS & CODES – Trustee Mikoley

He expects that the contract for building conditions assessment services from Kideney Architects will be ready for consideration at the next meeting.

He discussed the transition to a new key fob system for the Municipal Building. TechNet will be providing a list of items that will need to be addressed as part of the process. He also discussed access for outside groups after hours and that this would be the appropriate time to eliminate such access for security purposes. Groups would still be able to utilize the meeting room during regular business hours, if available. We can reach out to the Lancaster Library to see if space may be available to offer to these groups who will no longer be able to use the Municipal Building when it is closed. There will also be a grace period to allow adequate time for groups to find an alternative location for their meetings.

Trustee O’Brien reported that the permit was received from NYS DOT to install the parking lot bumpers in the adjacent lot next to the Municipal Building which can be done at any time weather permitting.

➤ HUMAN RESOURCES – Trustee Malone Schaefer

No report.

➤ COMMUNITY EVENTS – Trustee Malone Schaefer

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to approve the event application for the “Last Night Lancaster” New Year’s Eve Ball Drop event.

Adopted Resolution: **345**

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

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to enter into a confidential session to confer with legal counsel for advisement at 7:19 p.m. with Attorney Herdzik.

Adopted Resolution: **346**

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

The confidential session ended, and the regular meeting was reconvened at 7:30 p.m.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to authorize Mayor Schroeder to sign a contract with Skylighters for pyrotechnic display services on December 31, 2025 during the New Year's Eve event.

Adopted Resolution: **347**

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

Trustee Malone Schaefer commented that there are some changes in the New Year's Eve event due to issues with the normal fireworks location which is no longer available. It will be a pyrotechnic display at the ball drop site rather than the usual fireworks. Skylighters is already working to identify an alternative location for fireworks for next year's 4th of July event.

There is a meeting on Monday, January 5th at 5:00 p.m. for the Village Board to meet with merchants to review and discuss 2026 events.

➤ **ECONOMIC DEVELOPMENT** – Mayor Schroeder

No report.

➤ **SEWER** – Trustee Mikoley

There was a committee meeting last week to discuss the results of investigations in Mini Systems 4 & 7. There are 38 total properties that have now been identified with illicit connections. It was decided to address these properties now rather than waiting for the point of sale which could take years in some cases. Code Enforcement is going to assist with taking action to cite homeowners with these violations.

➤ **GRANTS** – Trustee O'Brien

Plum Bottom Creek Culvert Project

A resolution to execute the contractor agreement was approved tonight. A pre-construction meeting will be held next month.

ZEV Grant – EV Charging Station

There was a resolution tonight to approve the bid from CIR Electrical Construction Corp. He recognized Sustainability Coordinator Amy Stypa for her work throughout the process and Wm. Schutt & Associates' collaboration on the project.

NY Forward – LMB Pocket Park

He met with the owners of Picasso's and worked out a plan for the dumpster that will remove it from the new park. He truly appreciates their flexibility and willingness to work with the Village on this matter.

TAP- Central Ave Streetscape Broadway to Walden.

There was a resolution tonight to shift funds from construction to the ROW process. Last week was the monthly meeting for this project with DiDonato and DOT. We reviewed plans for the streetscape improvements as well as updated designs for the mobility hub. A public open house is tentatively scheduled for February 12th at the Lancaster Municipal Building.

NYS EFC Planning Grant – Mini Systems 2, 3, & 6 Investigations

Multiple resolutions were approved this evening to keep this project moving forward.

SAM Grant – Wayfinding & Fire Equipment

We received an update that this grant is currently working its way through the DASNY review process.

SAM Grant – Playground at Cayuga Creek Park

A project number was assigned and the required forms will be submitted to begin the DASNY review process for this grant application.

➤ **TECHNOLOGY & MARKETING** – Trustee Miller

No report.

➤ **CLIMATE SMART** – Trustee O'Brien

On behalf of Sustainability Coordinator Stypa, we appreciate Cornell Climate Stewards coming out to the Village of Lancaster to host one of their trainings at the Lancaster Municipal Building. He appreciates Amy working with them to share some of the work that the Village has been doing from a climate action perspective. There is a possible grant opportunity through Cornell Climate Stewards to fund a project for incorporating native perennials into the gardens in Cayuga Creek Park. We will look more into that grant and provide an update at the next meeting.

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

He commented on a reported salt shortage and noted that it does not impact local municipalities. However, there is a significant price increase this year that will affect the salt budget.

His department will be working on installing a new generator at the North End Fire Hall next month. The current generator is over 50 years old and needs an upgrade.

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

Audited financial statements for fiscal year ended 5/31/2025 were received and provided to board members electronically. He has also received hard copies of the reports for any board member who would like a copy.

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

There are 389 calls for year-to-date.

The department is switching to the NERA system for reporting which is required by the 1/1/26 due date.

DPW is working on the winter punch list items at both fire stations.

The NYS VFIRE grant program application came out and the fire chiefs are working on ideas for the grant writer.

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

➤ **HISTORIC PRESERVATION COMMISSION** – Sherry Campbell

The Commission has agreed on an initiative for 2026 to pursue owners interested in landmarking their properties.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

He will be out of the office from 12/31/2025 until 1/7/2026.

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

He recognized Gary Stoldt, Jr. who will be retiring in a few weeks. He is the last remaining officer who transferred from the Village of Lancaster as part of the merger over 20 years ago.

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

No report.

MISCELLANEOUS:

-none-

ADJOURNMENT:

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to adjourn the meeting at 7:42 p.m.

Adopted Resolution: **348**

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

Respectfully submitted,

Michael E. Stegmeier
Clerk-Treasurer

ABSTRACT

January 12, 2025

Motion by _____, seconded by _____, that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT, and SPECIAL REPAIR RESERVE FUNDS for the period from

December 23, 2025 to January 12, 2026

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 \$ 183,32362
SEWER FUND -----in the amount of \$ 8,120.83
TRUST FUND -----in the amount of \$ 5,187.56
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 196,632.01

For the period from December 09, 2025 to December 22, 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.....	77
General Fund Ck#.....	93780-93834
Sewer Fund Ck#.....	12353-12357
Trust Fund Ck#.....	
Capital Fund Ck#.....	1966
Community Development Fund Ck#	

Mayor William Schroeder

Abstract Summary of Funds

Board Meeting Date: December 22, 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	\$ 87,891.50	\$ 1,947.94	\$	5,187.56
Payroll Voucher 12/19/2025	\$ 86,968.38	\$ 5,734.22		
Fica Voucher 12/19/2025	\$ 6,743.94	\$ 438.67		
TASC	\$ 1,719.80			
TOTALS	\$ 183,323.62	\$ 8,120.83	\$ -	\$ 5,187.56
TOTAL ALL FUNDS				\$ 196,632.01

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/23/2025

09:20 AM

Ranges

Range: First to Last
Rcvd Batch Id Range: First to Last
Encumbrance Date Range: First to 05/31/26

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

Item Status Purchase Types Misc

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

Bid: Y
State: Y
Other: Y
Exempt: Y

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
26-00873	12/18/25	ADAMC005	CORY ADAMCZAK						
1	DECEMBER 2025 MTG.	\$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/18/25	12/18/25	12/18/2025
26-00874	12/17/25	ADOLF005	CARL ADOLF						
1	ZBA MTG - 20 FRANKLIN ST.	\$40.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	12/17/25	12/17/25	12/17/2025
26-00875	12/19/25	AISAD005	AIS ADMINISTRATORS						
1	1/1-12/31 2026 CANCER BENEFIT	\$10,144.38	A -1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INS	R	12/19/25	12/19/25	000738NYPFIRE26
26-00876	12/14/25	AMAZO010	AMAZON CAPITAL SERVICES						
1	SALT NEUTRALIZER/DEODORIZER	\$48.13	A -1620-402-000	E	SHARED SERVICES - JANITORIAL S	R	12/14/25	12/14/25	11CQ-MLPQ-CT6H
2	SALT NEUTRALIZER/DEODORIZER	\$48.13	A -1621-419-000	E	NORTH END FIRE HALL - JANITORIAL	R	12/14/25	12/14/25	11CQ-MLPQ-CT6H
3	SOLAR LIGHT 4 FLAGPOLE	\$116.26	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	12/14/25	12/14/25	11IQ-PHMY-GC4Q
		\$212.52							
26-00877	12/18/25	AMERI010	AMERICAN ROCK SALT CO LLC						
1	BULK ICE CONTROL SALT	\$13,640.60	A -5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	12/18/25	12/18/25	0809387
26-00878	12/18/25	AMERI010	AMERICAN ROCK SALT CO LLC						
1	BILL OF LADING	\$6,466.50	A -5132-415-000	E	SNOW REMOVAL-CHEMICALS-ROA	R	12/18/25	12/18/25	00807447
26-00879	12/18/25	AMERI010	AMERICAN ROCK SALT CO LLC						
1	BILL OF LADING, ICE CONTROL	\$4,345.28	A -5132-414-000	E	SNOW REMOVAL-MATERIALS-SNOV	R	12/18/25	12/18/25	0809690

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
26-00880	12/18/25 APPLI010	APPLIED INDUSTRIAL TECH								
1	SHOP RESTOCK	\$27.14	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	12/18/25	12/18/25		7033496774
2	SHOP RESTOCK	\$27.13	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:TI	R	12/18/25	12/18/25		7033496774
		<u>\$54.27</u>								
26-00881	12/09/25 BIELA005	PAULA BIELAT								
1	COURT STENO SVCS	\$125.00	A -1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R	12/09/25	12/09/25		12/9/2025
26-00882	12/17/25 BLAKE005	DAVID BLAKELEY								
1	ZBA MTG 12/17 20 FRANKLIN ST.	\$40.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	12/17/25	12/17/25		12/17/2025
26-00883	12/10/25 BUDZI010	BUDZINSKI, JEFFREY								
1	HPC MEETING - HISTORIAN	\$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/10/25	12/10/25		12/10/2025
26-00884	12/18/25 BUSZC005	BUSZKA, ALEXANDER								
1	DECEMBER MTG - 12/18/25	\$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/18/25	12/18/25		12/18/2025
26-00885	12/18/25 BXICO005	BXI CONSULTANTS, INC								
1	COLORLED PRINT DPW OFFICE	\$34.53	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	12/18/25	12/18/25		268109
26-00886	12/10/25 CAMPB010	SHERRY CAMPBELL								
1	HPC MEMBER - DECEMBER MTG	\$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/10/25	12/10/25		12/10/2025
26-00887	12/16/25 CHART005	CHARTER COMMUNICATIONS								
1	LMB,DPW,NEFH PHONES DEC. 2025	\$109.95	A -1620-439-000	E	SHARED SERVICES - TELEPHONE	R	12/16/25	12/16/25		063270401120125
2	LMB,DPW,NEFH PHONES DEC. 2025	\$21.99	A -1621-439-000	E	NORTH END FIRE HALL - TELEPHON	R	12/16/25	12/16/25		063270401120125
3	LMB,DPW,NEFH PHONES DEC. 2025	\$65.97	A -1640-431-000	E	DEPT PUBLIC WORKS - TELEPHON	R	12/16/25	12/16/25		063270401120125
		<u>\$197.91</u>								
26-00888	12/10/25 CHAVE005	CHAVES YATES, CAITLIN								
1	HPC MEETING - MEMBER	\$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/10/25	12/10/25		12/10/2025
26-00889	12/19/25 DELAG005	DELAGE LANDEN FINANCIAL SVC								

26-00898	12/18/25	GAJEW010	GAJEWSKI, STEVEN
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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
26-00898	12/18/25 GAJEWO10 GAJEWSKI, STEVEN				Account Continued				
1	PLANNING MEMBER DECEMBER MTG	\$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/18/25	12/18/25	12/18/2025
26-00899	12/18/25 GRAIN005 GRAINGER								
1	SHOP RESTOCK MECHANICS	\$298.20	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	12/18/25	12/18/25	9681745593
2	SHOP RESTOCK MECHANICS	\$213.42	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	12/18/25	12/18/25	9681745593
3	SHOP RESTOCK MECHANICS	\$213.43	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:TI	R	12/18/25	12/18/25	9681745593
		\$725.05							
26-00900	12/17/25 SMITH005 JENNIE HAUSER								
1	ZBA MTG - 20 FRANKLIN ST.	\$40.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	12/17/25	12/17/25	12/17/2025
26-00901	12/18/25 JOEBA005 JOE BASIL CHEVROLET INC.								
1	ACTUATOR VALVES& CORE EXCHANGE	\$114.95	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	12/18/25	12/18/25	681195
26-00902	12/18/25 KAMIN005 KAMINSKI & SONS TRUCK EQUIP.								
1	REPAIR PARTS TK 14 & 17	\$1,078.00	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:TI	R	12/18/25	12/18/25	97915
26-00903	12/16/25 LABEL005 LABELLA ASSOCIATES								
1	SVCS 9/20-11/14 NYF SMALL PRO.	\$1,591.71	A -8989-435-000	E	ECONOMIC DEV-CONTRACTUAL SE	R	12/16/25	12/16/25	288513
26-00904	12/19/25 LABEL005 LABELLA ASSOCIATES								
1	SVCS 10/18-11/14 POCKET PK.	\$5,187.56	H -0522-400-118	E	EXPENSES - LMB POCKET PARK (N	R	12/19/25	12/19/25	289322
26-00905	12/18/25 MACKEO10 MACKEN SEWER & DRAIN LLC								
1	SEWER MAIT NEFH/DPW	\$1,000.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R	12/18/25	12/18/25	9869/9868
26-00906	12/10/25 MEYER005 MICHAEL MEYER								
1	HPC MEETING - CHAIRPERSON	\$125.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/10/25	12/10/25	12/10/2025
26-00907	12/18/25 MILLE025 MILLER, SAMUEL								
1	PLANNING MEMBER DECEMBER 2025	\$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	12/18/25	12/18/25	12/18/2025
26-00908	12/18/25 NATIO015 NATIONAL FUEL								

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/23/2025

09:20 AM

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Cnk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-00908	12/18/25	NATIO015				NATIONAL FUEL		Account Continued					
1	DPW- 3277341 02	11/4-12/8			\$3,400.53	A -1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R	12/18/25	12/18/25		3277341 02
26-00909	12/18/25	NATIO015				NATIONAL FUEL							
1	NEFH 3277332 03				\$678.92	A -1621-440-000	E	NORTH END FIRE HALL - GAS	R	12/18/25	12/18/25		3277332 03
26-00910	12/16/25	NEWYO010				NEW YORK PLANNING FEDERATION							
1	VILLAGE MEMBERSHIP DUES 2026				\$325.00	A -8020-432-000	E	PLANNING-DUES & SUBSCRIPTION	R	12/16/25	12/16/25		19724
26-00911	12/19/25	NYALG005				NYALGRO							
1	2026 MEMBERSHIP DUES				\$75.00	A -1325-432-000	E	FINANCE TREASURER - DUES & SU	R	12/19/25	12/19/25		2026 MEMBERSHIP
26-00912	12/18/25	NOCOE005				NOCO ENERGY CORP- FUELS							
1	UNLEADED FUEL				\$484.50	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	12/18/25	12/18/25		SP13185884
2	UNLEADED FUEL				\$484.51	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	12/18/25	12/18/25		SP13185884
					\$969.01								
26-00913	12/18/25	NOCOE005				NOCO ENERGY CORP- FUELS							
1	UNLEADED FUEL				\$301.56	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	12/18/25	12/18/25		SP13175721
2	UNLEADED FUEL				\$244.98	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	12/18/25	12/18/25		SP13175721
3	UNLEADED FUEL				\$206.31	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	12/18/25	12/18/25		SP13175721
					\$752.85								
26-00914	12/18/25	NOCOE005				NOCO ENERGY CORP- FUELS							
1	DIESEL FUEL				\$151.29	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	12/18/25	12/18/25		SP13179624
2	DIESEL FUEL				\$888.65	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	12/18/25	12/18/25		SP13179624
3	DIESEL FUEL				\$1,187.63	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	12/18/25	12/18/25		SP13179624
4	DIESEL FUEL				\$383.64	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	12/18/25	12/18/25		SP13179624
					\$2,611.21								
26-00915	12/18/25	NORTH020				NORTHERN SUPPLY INC							
1	BROOMS/BLADES DUOLEVO SWEEPER				\$7,600.00	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT:	R	12/18/25	12/18/25		127005
2	BROOMS/BLADES DUOLEVO SWEEPER				\$3,825.00	A -8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	12/18/25	12/18/25		127005
					\$11,425.00								
26-00916	12/18/25	N0000015				N Y S E G							

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/23/2025

09:20 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
26-00916	12/18/25	N0000015	NY SEG					Account Continued					
1	37 CENTRAL AVE. 1001-8339-308				\$54.65	A -7550-400-000	E	CELEBRATIONS-CONTRACTUAL EX	R	12/18/25	12/18/25		1001-8339-308
26-00917	12/18/25	N0000015	NY SEG										
1	CENTRAL&PLEASANT 10093026648				\$379.36	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	12/18/25	12/18/25		1009-3026-648
26-00918	12/18/25	N0000015	NY SEG										
1	5386 BROADWAY 10052259743				\$546.20	A -7110-441-000	E	PARKS-WATER	R	12/18/25	12/18/25		1005-2259-743
26-00919	12/18/25	N0000015	NY SEG										
1	LMB ACCT 1001-0038-676				\$1,056.20	A -1620-440-000	E	SHARED SERVICES - GAS	R	12/18/25	12/18/25		11/1-12/3 2025
26-00920	12/18/25	N0000015	NY SEG										
1	NEFH 1001-0038-361				\$388.07	A -1621-438-000	E	NORTH END FIRE HALL - ELECTRIC	R	12/18/25	12/18/25		11/1-12/3 2025
26-00921	12/18/25	N0000015	NY SEG										
1	16 W MAIN 1004-7932-537				\$54.24	A -8510-438-000	E	BEAUTIFICATION - CBD TREES / RE	R	12/18/25	12/18/25		10/30/2025
26-00922	12/18/25	N0000015	NY SEG										
1	STLTG3 1001-3627-707				\$3,562.93	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	12/18/25	12/18/25		11/1-11/30 2025
26-00923	12/17/25	N0000015	NY SEG										
1	CENTRAL/WMAIN 10017804799				\$79.52	A -7550-400-000	E	CELEBRATIONS-CONTRACTUAL EX	R	12/17/25	12/17/25		11/4-12/4 2025
26-00924	12/18/25	N0000015	NY SEG										
1	DPW 1001-0111-952				\$1,188.55	A -1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R	12/18/25	12/18/25		11/5-12/5
26-00925	12/18/25	PARIS005	PARISE MECHANICAL, INC										
1	PREV MAINTENANCE DPW				\$1,800.00	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	12/18/25	12/18/25		S25-647
26-00926	12/18/25	PRIMO005	PRIMO BRANDS										
1	CTO & DPW WATER				\$58.96	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	12/18/25	12/18/25		VARIOUS
2	CTO & DPW WATER				\$175.38	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTU	R	12/18/25	12/18/25		VARIOUS
3	CTO & DPW WATER				\$14.99	A -1620-435-000	E	SHARED SERVICES - CONTRACTU	R	12/18/25	12/18/25		VARIOUS

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/23/2025
09:20 AM

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26-00926	12/18/25	PRIMO005	PRIMO BRANDS					Account Continued					
					<u>\$249.33</u>								
26-00927	12/18/25	REINH005	REINHOLD, MICHAEL										
1	PLANNING CHAIR - 12/18/2025			E	\$125.00	A -8020-434-000		PLANNING-PROF SERVICES PC ME	R	12/18/25	12/18/25		12/18/2025
26-00928	12/18/25	RUSTK005	RUSTKOTE TOTAL CARE LLC										
1	WINTER SEASON PREP ALL VEH.			E	\$1,351.70	A -5132-452-000		SNOW REMOVAL-REPAIRS/MAINT.	R	12/18/25	12/18/25		12588
26-00929	12/18/25	SCRAN005	SCRANTON'S THRUWAY BUILDERS SU										
1	COLD PATCH			E	\$82.75	A -5110-413-000		STREETS MAINT-RESURFACING M/	R	12/18/25	12/18/25		125-110508
26-00930	12/16/25	SIKOR005	SIKORA-MULLAR, DENISE										
1	WYANDOTTE- VILLAGE TAX			G	\$115.46	A -690-000		OVERPAYMENTS	R	12/16/25	12/16/25		104.15-1-23
26-00931	12/16/25	BEEGR005	SMG-BATAVIA, LLC										
1	COMP PLAN PUBLIC NOTICE			E	\$76.15	A -1325-430-000		FINANCE TREASURER - PRINTING	R	12/16/25	12/16/25		TQMLV3QU-0010
26-00932	12/18/25	STATE010	STATE INDUSTRIAL PRODUCTS										
1	PROBIOTIC CLEANER/RES. REMOVER			E	\$254.84	A -1640-402-000		DEPT PUBLIC WORKS-JANITORIAL	R	12/18/25	12/18/25		904032894
26-00933	12/10/25	STONE010	STONEBRAKER, NANCY										
1	HPC MEETING - ALTERNATE MBR			E	\$100.00	A -7520-434-000		HIST DIST-PROF SVC-HPC SECRET.	R	12/10/25	12/10/25		12/10/2025
26-00934	12/18/25	SUBUR005	SUBURBAN LOCK & KEY, INC.										
1	DPW FRONT ENTRANCE SVC CALL			E	\$1,075.00	A -1640-450-000		DEPT PUBLIC WORKS GRGE-BUILD	R	12/18/25	12/18/25		170646
26-00935	12/18/25	TOLLS005	TOLLS BY MAIL										
1	11/25/2025 GRAND ISLAND TRIP			E	\$9.00	A -5010-471-000		STREETS ADMINISTRATION-EXPEN	R	12/18/25	12/18/25		20014522323
26-00936	12/16/25	VERIZ010	VERIZON WIRELESS										
1	PHONE NUMBER 2025			E	\$65.66	A -1010-485-000		BOARD OF TRUSTEES - CELL PHO	R	12/16/25	12/16/25		NOV 2025
2	PHONE NUMBER 2025			E	\$31.26	A -1325-485-000		FINANCE TREASURER - CELL PHO	R	12/16/25	12/16/25		NOV 2025
3	PHONE NUMBER 2025			E	\$31.26	A -1640-485-000		DEPT PUBLIC WORKS GARAGE-CE	R	12/16/25	12/16/25		NOV 2025

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/23/2025

09:20 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
26-00936	12/16/25	VERIZO10		VERIZON WIRELESS									
4	PHONE NUMBER 2025				\$69.25	A -3990-476-000	E	DISASTER PREP-MOBILE PH & DAT.	R	12/16/25	12/16/25		NOV 2025
5	PHONE NUMBER 2025				\$303.92	A -3411-485-000	E	FIRE DEPT - CELL PHONES / DATA F	R	12/16/25	12/16/25		NOV 2025
6	PHONE NUMBER 2025				\$40.00	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	12/16/25	12/16/25		NOV 2025
7	PHONE NUMBER 2025				\$37.99	G -8115-485-000	E	ADMINISTRATION-CELL PHONE	R	12/16/25	12/16/25		NOV 2025
					<u>\$579.34</u>								
26-00937	12/17/25	VOLPE005		JAMES F. VOLPE									
1	ZBA MTG 20 FRANKLIN ST.				\$40.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEA	R	12/17/25	12/17/25		12/17/2025
26-00938	12/19/25	WATTS005		WATTS ARCHITECTURE & ENGINEERS									
1	SEWER ANNUAL REP. 9/1-12/7 25				\$280.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R	12/19/25	12/19/25		46032
26-00939	12/10/25	WELLS025		WELLS, NICK									
1	HPC MEETING - ALTERNATE MBR				\$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	12/10/25	12/10/25		12/10/2025
26-00940	12/16/25	WENDE015		WENDEL CONSULTING SERVICES LLC									
1	PAPER STREETS THRU 11/30/25				\$3,100.00	A -1010-435-900	E	BOARD OF TRUSTEES - ENGINEER	R	12/16/25	12/16/25		483611-1
26-00941	12/16/25	WMSCH005		WM SCHUTT & ASSOCIATES, PC									
1	PROF SVCS THRU 11/29/2025				\$4,656.65	A -1010-435-900	E	BOARD OF TRUSTEES - ENGINEER	R	12/16/25	12/16/25		35318
26-00942	12/19/25	ZDARS005		ZDARSKY, SAWICKI & AGOSTINELLI									
1	CAYUGA CK PK THRU 11/30/2025				\$342.00	A -1010-435-300	E	BOARD OF TRUSTEES - SPECIAL C	R	12/19/25	12/19/25		12/12/2025
26-00943	12/22/25	DELAG005		DELAGE LANDEN FINANCIAL SVC									
1	DPW COPIER 12/15/1/14				\$417.88	A -5010-441-000	E	STREETS ADMIN-COMPUTER MAIN	R	12/22/25	12/22/25		593697506
26-00944	12/22/25	INDEP005		INDEPENDENT HEALTH									
1	EMP HEALTH INS JAN 2026				\$757.88	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	12/22/25	12/22/25		JAN 2026
26-00945	12/22/25	N0000015		N Y S E G									
1	RICHMOND 10/23-11/24 2025				\$53.39	A -7110-438-000	E	PARKS-ELECTRIC	R	12/22/25	12/22/25		11612519465

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

12/23/2025
09:20 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
26-00946	12/22/25	TOLLS005				TOLLS BY MAIL							
1	TK 50 TOLL FOR DPW				\$10.75	A -5010-471-000	E	STREETS ADMINISTRATION-EXPEN	R	12/22/25	12/22/25		20021653610
26-00947	12/22/25	MILLE035				MILLER, DEIRDRE							
1	FRAMED PLAQUE W KEY-ANDREESON				\$177.81	A -1210-402-000	E	EXECUTIVE MAYOR - PLAQUES & A	R	12/22/25	12/22/25		0545245502
Total Purchase Orders:					75	Total P.O. Line Items:	101	Total List Amount:	\$95,027.00	Total Void Amount:	\$0.00		

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	6-A	\$87,776.04	\$0.00	\$115.46	\$87,891.50
	6-G	\$1,947.94	\$0.00	\$0.00	\$1,947.94
	6-H	\$5,187.56	\$0.00	\$0.00	\$5,187.56
Total Of All Funds:		<u>\$94,911.54</u>	<u>\$0.00</u>	<u>\$115.46</u>	<u>\$95,027.00</u>
Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	\$87,776.04	\$0.00	\$115.46	\$87,891.50
	G	\$1,947.94	\$0.00	\$0.00	\$1,947.94
	H	\$5,187.56	\$0.00	\$0.00	\$5,187.56
Total Of All Funds:		<u>\$94,911.54</u>	<u>\$0.00</u>	<u>\$115.46</u>	<u>\$95,027.00</u>

Batch Id: PAYROLL Batch Date: 12/19/25 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 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	2,765.57		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	5,745.74		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	3,582.49		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 Cr: A -200-000 CASH	5,512.77		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 Cr: A -200-000 CASH	9,786.97		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	7,784.35		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 Cr: A -200-000 CASH	7,800.69		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 Cr: A -200-000 CASH	25,152.35		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	487.52		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	5,499.98		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 Cr: A -522-000 EXPENDITURE CONTROL	0.00		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	2,348.33		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 Cr: A -200-000 CASH	96.13		27

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 Cr: G -200-000 CASH	3,169.17		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 12/19/2025 Cr: G -200-000 CASH	2,565.05		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 Cr: A -200-000 CASH	3,429.75		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 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 12/19/2025 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: 30,938.57-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	86,968.38	0.00	0.00	0.00	0.00	0.00
	G	5,734.22	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		92,702.60	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	92,702.60
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	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 22, 2025
09:09 AM

LANCASTER VILLAGE
Expenditure Entry Verification Listing

Page No: 1

Batch Id: FICA Batch Date: 12/19/25 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 12/19/2025 Cr: A -200-000 CASH	6,743.94		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 12/19/2025 Cr: G -200-000 CASH	438.67		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,743.94	0.00	0.00	0.00	0.00	0.00
	G	438.67	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		7,182.61	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	7,182.61
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.

December 22, 2025
09:06 AM

LANCASTER VILLAGE
Expenditure Entry Verification Listing

Page No: 1

Batch Id: TASC Batch Date: 12/10/25 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	Expenditure	2024-2025 HRA ACCTS RECONCILIATION	1,719.80		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	1,719.80	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		1,719.80	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	1,719.80
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

January 12, 2026

	1 st Motion	2 nd 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 December 19, 2025 – December 30, 2025.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.			Correspondence from NYS Department of Environmental Conservation informing the Village of Lancaster that the Renewable Energy Resilience Initiative project has been selected to receive a Climate Smart Communities grant in the amount of \$310,492.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.			Correspondence from 65 Lake Avenue, LLC providing a copy of an amended environmental easement granted to the NYS Department of Environmental Conservation for property at 65-67 Lake Avenue in the Village of Lancaster.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
7.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
8.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
9.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
10.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
11.			
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	

VILLAGE COVER SHEET

JANUARY 5, 2026 BOARD MEETING

PERMITS ISSUED **6**

VILLAGE PERMIT TOTAL

DUMPSTER	1
INSTALL SOLAR PANELS	1
INSTALL RESIDENTIAL PLUMBING	2
ERECT COMMERCIAL ADD/ALT	2
TOTAL PERMITS FOR THE VILLAGE	6

Empire Solar Solutions	7 Lombardy St.	Solar Panels
Franks Basement Systems	191 Lake Ave.	Residential Plumbing
Michael Stablewski	5513 Broadway St.	Dumpster
Petschke Inc.	15 Wilkshire Pl.	Residential Plumbing
Custom Air Heating & Cooling	5497 Broadway St.	Commercial Add/Alt.
VisoneCo Site Development	3825 Walden Ave.	Commercial Add/Alt.

Town of Lancaster
Expired Permits Report
12/19/2025 - 12/31/2025

Permit #	Location	Description of Work	Permit Date	Exp. Date
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-2025-38134	Ste 300 20 W Main St	Interior buildout for the Rooted Cup Occupancy.	05/28/2025	05/28/2026

Total Expired Permits: 2

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
Open Date: 12/19/25						
2025-0906	19 Lombardy St	115.27-4-7	Exterior Property Maint	Open	Eric Ellis	
				Open Date: 12/19/25 Total #: 1		
Open Date: 12/22/25						
2025-0908	56 Livingston St	104.16-9-2	Exterior Property Maint	Open	Tammie Schaefer	
				Open Date: 12/22/25 Total #: 1		
Open Date: 12/30/25						
2025-0916	47 Saint John St	104.19-5-28.1	Misc	Open	Danielle Weber	
				Open Date: 12/30/25 Total #: 1		
				Grand Total: 3		

Inspections Report

Start Date: 12/19/2025 End Date: 12/30/2025

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	12/30/2025	Business - 3 yr	Ronald Capozzi	Pass

Total Inspections: 1



**Department of
Environmental
Conservation**

LISTED # 2
CORRESPONDENCE
MEETING DATE 1/12/2026

KATHY HOCHUL
Governor

AMANDA LEFTON
Commissioner

Honorable William Schroeder, Mayor
Village of Lancaster
5423 Broadway
Lancaster, NY 14086-2148

DEC 16 2025

Re: CFA Application # 150492, Climate Smart Communities, Renewable Energy Resilience Initiative.

Dear Mayor Schroeder:

The Department of Environmental Conservation (DEC) is pleased to inform you that the Renewable Energy Resilience Initiative project has been selected to receive a Climate Smart Communities grant in the amount of \$310,492. If you applied for funding from other programs or other State agencies, you will receive information from those programs or agencies separately.

This award is conditional upon the Office of the State Comptroller's (OSC) approval of the procurement record. Contracting will not begin until DEC receives approval from OSC. Once DEC has received approval from OSC, we will reach out to the person identified in your grant application as the primary contact to provide additional information related to developing a contract for state assistance.

We look forward to working with you on this important climate action project. If you have any questions, please contact the Climate Smart Communities grant program staff at cscgrants@dec.ny.gov or call 518-402-8448.

Sincerely,

Amanda Lefton
Commissioner

cc: Michael Stegmeier, Clerk/Treasurer
Ashley M Debbins, Treasurer
Nicole A Kisel, Deputy Clerk



65 Lake Avenue, LLC

Lakeside Village Apartments
32 Central Avenue
Lancaster, New York 14086

PHONE: (716) 432-9532 • FAX: (716) 681-8512

LISTED # 3
CORRESPONDENCE
MEETING DATE 1/12/2026

Notice to Municipality

December 30, 2025

Mayor William Schroeder and Village Board of Trustees
Village of Lancaster
5423 Broadway
Lancaster, New York 14086

Re: Amended Environmental Easement

Dear Mayor Schroeder and Village Board:

Attached please find a copy of an amended environmental easement granted to the New York State Department of Environmental Conservation ("Department") on September 17, 2025 by 65 Lake Avenue LLC, for property at 65-67 Lake Avenue, Lancaster, New York 14086 Tax Map No's. 115.27-1-22.21 & 115.27-1-23.11, DEC Site No: C915344.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the

time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Mark Aquino
Managing Member, 65 Lake Avenue LLC

AMENDMENT TO ENVIRONMENTAL EASEMENT

This Amendment to Environmental Easement is made as of this 10th day of December, 2025, by and between The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("NYSDEC" or the "Department") with its headquarters located at 625 Broadway, Albany, New York 12233, and 65 Lake Avenue LLC (the "Grantor") with its offices located at 32 Central Avenue, Lancaster, NY.

RECITALS

1. Grantor, 65 Lake Avenue LLC, is the owner of real property located at the address of 65-67 Lake Avenue in the Village of Lancaster, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel number: Section 115.27 Block 1 Lot 22.21 & 23.11, being the same as that property conveyed to Grantor by deed dated June 13, 2005 and recorded in the Erie County Clerk's Office in Liber and Page 11096/6981.
2. The Department and Grantor entered into that certain Environmental Easement ("Easement Agreement") dated as of September 11, 2025 and recorded in the County Clerk's Office as Liber and Page 11450/7135. Capitalized terms used herein without definition have the meanings ascribed to them in the Environmental Easement Agreement.
3. The Controlled Property under the Environmental Easement referenced above comprises approximately 1.172 +/- acres, and is hereinafter more fully described in Schedule A.
4. Pursuant to Section 1, 2, 3, 4, and 5 of the Easement Agreement, Grantor granted the Department rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
5. The Easement Agreement dated September 11, 2025 erroneously stated in the fourth WHEREAS paragraph and in the Schedule A Easement Description that the acreage of the Controlled Property was 1.01 acres.
6. This Amendment to Environmental Easement is filed solely in order to correct a mutual mistake between the Department and Grantor relating to the acreage of the Controlled Property in the fourth WHEREAS paragraph and in the Schedule A Easement Description of that Environmental Easement dated September 11, 2025 and recorded in the in the County Clerk's Office as Liber and Page 11450/7135.
7. Pursuant to Section 8 of the Easement Agreement, the Department agrees to amend the Easement Agreement in the manner prescribed by Article 9 of the Real Property Law.

FILED

DEC 30 2025

ERIE COUNTY
CLERK'S OFFICE

AMENDMENT OF ENVIRONMENTAL EASEMENT

- A. The above recitals are hereby incorporated into this Amendment of Environmental Easement.
- B. The Department and Grantor hereby agree that the fourth WHEREAS paragraph of the Environmental Easement is hereby amended to read as follows:
- “WHEREAS, Grantor, is the owner of real property located at the address of 65-67 Lake Avenue in the Village of Lancaster, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel number: Section 115.27 Block 1 Lots 22.21 & 23.11, being the same as that property conveyed to Grantor by deed dated June 13, 2005 and recorded in the Erie County Clerk's Office in Liber and Page 11096/6981 and by deed dated August 29, 2008 and recorded in the Erie County Clerk's Office in Liber and Page 11149/3828. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.172 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 18, 2024, and last revised December 4, 2025, prepared by Richard Nathan Johnson, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and”
- C. The Department and Grantor hereby agree that Schedule A of the Environmental Easement is hereby amended to the attached **Schedule A**.
- D. All other terms of the September 11, 2025 Environmental Easement shall remain in effect.
- E. This Amendment of Environmental Easement inures to and binds the parties hereto and their respective successors and assigns.
- F. This Amendment of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

County: Erie

Site No.: C915344

Brownfield Cleanup Agreement Index: C915344-11-19

IN WITNESS WHEREOF, Grantor has caused this Amendment to Environmental Easement to be signed in its name.

65 Lake Avenue LLC:

By: 

Print Name: MARK AQUINO

Title: MANAGER

Date: 12-13-2026

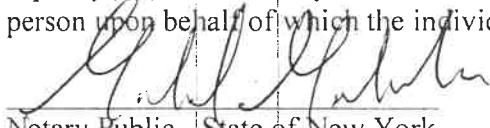
Grantor's Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF)

On the 13 day of December, in the year 20 25, before me, the undersigned, personally appeared Mark Aquino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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 upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

Michael Paul Musialowski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MU6416293
Qualified in Erie County
Commission Expires 04/12/2027

**THIS AMENDMENT OF THE ENVIRONMENTAL EASEMENT IS HEREBY
ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through
the Department of Environmental Conservation as Designee of the Commissioner,**

By: Andrew Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 10th day of December in the year 2025, before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION**Easement Description**

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE VILLAGE AND TOWN OF LANCASTER, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 1, SECTION 10, TOWNSHIP 11 AND RANGE 6 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 1, DISTANT 112.35 FEET SOUTHERLY FROM THE SOUTHEAST CORNER OF LANDS FORMERLY OWNED BY GUY LITTLE, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF LANDS CONVEYED TO ROBERT YOUNG BY DEED RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 3706 OF DEEDS AT PAGE 49;

THENCE WESTERLY, AT RIGHT ANGLES WITH THE EAST LINE OF LOT 1, A DISTANCE OF 94.00 FEET, TO A POINT;

THENCE NORTHERLY, AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF LOT 1, A DISTANCE OF 23.00 FEET, TO A POINT;

THENCE WESTERLY, AT RIGHT ANGLES, A DISTANCE OF 72.00 FEET, TO A POINT;

THENCE NORTHERLY, AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF LOT 1, A DISTANCE OF 89.25 FEET, TO A POINT IN A BOUNDARY LINE ESTABLISHED BY AGREEMENT RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 3360 OF DEEDS AT PAGE 376;

THENCE WESTERLY, ALONG SAID BOUNDARY LINE, A DISTANCE OF 164.71 FEET; S 89°-10'-20" E TO A POINT IN THE EAST LINE OF LANDS FORMERLY OWNED BY JOHN DINWOODIE;

THENCE SOUTHERLY, ALONG THE EAST LINE OF DINWOODIE, A DISTANCE OF 183.54 FEET; S 02°-45'-37" E, TO A POINT;

THENCE EASTERLY A DISTANCE OF 75.88 FEET; S 88°-53'-19" E TO A POINT;

THENCE SOUTHEASTERLY, A DISTANCE OF 27.64 FEET; S 19°-19'-15" E TO A POINT ON THE NORTH LINE OF LANDS FORMERLY OWNED BY BRIGGS, AS AFORESAID,

THENCE EASTERLY, A DISTANCE OF 251.37 FEET ALONG THE NORTH LINE OF LANDS FORMALLY OWNED BY BRIGGS, TO A POINT ON THE EAST LINE OF LOT 1;

THENCE NORTHERLY, AT AN INTERIOR ANGLE OF 89°-45'-04" AND PARALLEL WITH THE EAST LINE OF LOT 1, A DISTANCE OF 98.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.172 ACRES OF LAND, MORE OR LESS.

Deed Description: Lot 115.27-1-22.21

ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Lancaster, County of Erie and State of New York, being part of Lot No. 1, Section 10, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the east line of Lot No. 1, distant 112.35 feet southerly from the southeast corner of lands formerly owned by Guy Little, said point of beginning also being the northeast corner of lands conveyed to Robert Young by deed recorded in Erie County Clerk's Office in Liber 3706 of Deeds at page 49; thence westerly at right angles with the east line of Lot No. 1, 94 feet to a point; thence northerly at right angles and parallel with the east line of Lot No. 1, 23 feet to a point; thence westerly at right angles, 72 feet to a point; thence northerly at right angles and parallel with the east line of Lot No. 1, 89.25 feet to a point in a boundary line established by Agreement recorded in Erie County Clerk's Office in Liber 3360 of Deeds at page 376; thence westerly along said boundary line, 164.71 feet to a point in the east line of lands formerly owned by John Dinwoodie; thence southerly along the east line of lands formerly owned by John Dinwoodie, 208.37 feet to the north line of lands formerly owned by Ebenezer Briggs, Jr., said point also being the southwest corner of lands conveyed to Robert Young by deed aforesaid; thence easterly along the south line of lands so conveyed to Young and the north line of lands formerly owned by Briggs, as aforesaid, 207.65 feet to a point distant 130 feet westerly from the east line of Lot No. 1, as measured along the said north line of lands formerly owned by Briggs; thence northerly at an interior angle of $89^{\circ} 45' 03''$ and parallel with the east line of Lot No. 1, 70 feet to a point; thence easterly on a line parallel with the said north line of lands formerly owned by Briggs, 130 feet to a point in the east line of Lot No. 1; thence northerly along the east line of Lot No. 1, 28.65 feet to the point of beginning.

Deed Description: Lot 115.27-1-23.11

ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Lancaster, County of Erie and State of New York, being part of Lot No. 1, Section 10, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING in the east line of Lot No. 1 at its intersection with the north line of lands conveyed to Ebenezer Briggs, Junior by deed recorded in Erie County Clerk's Office in Liber 227 of Deeds at page 45, said point being 211 feet southerly from the southeast corner of lands formerly owned by Guy Little, as measured along the east line of Lot No. 1; thence westerly along the north line of lands so conveyed to Briggs, 130 feet; thence northerly on a line parallel with the east line of Lot No. 1, 70 feet; thence easterly on a line parallel with the north line of lands so conveyed to Briggs, 130 feet to a point in the east line of Lot No. 1; thence southerly along the east line of Lot No. 1, 70 feet to the point of beginning.

MICHAEL P. KEARNS, ERIE COUNTY CLERK
REF:

DATE:12/30/2025
TIME:12:24:09 PM
RECEIPT: 25221635

LAW OFFICE OF MARK AQUINO
ACCOUNT #: 9897

ITEM - 01 MTP
RECD: 12/30/2025 12:29:40 PM
FILE: 2025236035 BK/PG D 11455/2779
Deed Sequence: TT2025010605
65 LAKE AVENUE LLC
Recording Fees 75.50
TP584 10.00
Subtotal 85.50

TOTAL DUE	\$85.50
PAID TOTAL	\$85.50
PAID CHECK	\$85.50

	1 st Motion	2 nd Motion	
1.			Resolution to approve the bid packets and authorize the Advertisements for Bids for the following projects effective January 13, 2026 with a bid opening date on Monday, February 9, 2026, at 11:00 a.m.: <ul style="list-style-type: none"> - Project 1 of 2: Village of Lancaster Tree Equity and Education Initiative for the Procurement of 227 Bare Root Trees - Project 2 of 2: UCF Tree Planting for the Procurement of 257 Bare Root Trees
	ACTION -	Approved Denied Refer to:	
2.			Resolution authorizing Mayor Schroeder to sign and execute an Agreement with Kideney Architects, P.C. for a Municipal Buildings Condition Assessment for the Lancaster Municipal Building (5423 Broadway) and the North End Fire Hall (24 West Drullard Avenue) as the selected consultant for these services as previously approved on November 24, 2025.
	ACTION -	Approved Denied Refer to:	
3.			
	ACTION -	Approved Denied Refer to:	
4.			
	ACTION -	Approved Denied Refer to:	
5.			
	ACTION -	Approved Denied Refer to:	
6.			
	ACTION -	Approved Denied Refer to:	
7.			
	ACTION -	Approved Denied Refer to:	
8.			
	ACTION -	Approved Denied Refer to:	
9.			
	ACTION -	Approved	



VILLAGE OF LANCASTER
5423 BROADWAY
LANCASTER, NY 14086

REQUEST FOR BIDS
FOR THE PROCUREMENT OF TWO HUNDRED AND TWENTY-SEVEN
(227) BARE ROOT TREES

Project 1 of 2: Village of Lancaster Tree Equity and Education Initiative

**ADVERTISEMENT FOR BIDS
VILLAGE OF LANCASTER
5423 BROADWAY LANCASTER, NY 14086**

**PROCUREMENT OF TWO HUNDRED AND TWENTY-SEVEN (227) BARE ROOT TREES
Project 1 of 2: Village of Lancaster Tree Equity and Education Initiative**

GENERAL NOTICE

Village of Lancaster (Buyer) is requesting Bids for the Procurement of TWO HUNDRED AND TWENTY-SEVEN (227) bare root trees.

Sealed bids will be received at the Village of Lancaster Clerk/Treasurer's Office located in the Village Municipal Building at 5423 Broadway, Lancaster, NY 14086. Bids will be received until Monday, February 9th, 2026, at 11:00 AM local time. At that time the Bids received will be publicly opened and read.

THE PROJECT INCLUDES THE FOLLOWING:

Procurement of TWO HUNDRED AND TWENTY-SEVEN (227) bare root trees.

OBTAINING THE BIDDING DOCUMENTS

The **Issuing Office** for the Bidding Documents is:

Village of Lancaster
Municipal Building
5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

Bidders may obtain or examine the Procurement Bidding Documents at the Issuing Office, starting on

January 13th, 2026, Monday through Friday between the hours of 8:30 AM to 4:30 PM.

Printed or Electronic PDF copies of the Bidding Documents may be obtained at no expense from the Issuing Office. The bidder will need to provide the organization's name, address, phone number, and email address which Issuing Office records on the plan holders list.

INSTRUCTIONS TO BIDDERS

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Procurement Bidding Documents.

Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.

THIS ADVERTISEMENT IS ISSUED BY:

Owner: Village of Lancaster
By: Michael E. Stegmeier
Title: Clerk & Treasurer
Date: January 13, 2026

INSTRUCTIONS TO BIDDERS AND STANDARD CONDITIONS

ARTICLE 1- DEFINED TERMS

Issuing Office

Village of Lancaster
Municipal Building 5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

ARTICLE 2- PROCUREMENT BIDDING DOCUMENTS

1. Bidder may obtain complete sets of the Procurement Bidding Documents from the Issuing Office.
2. Bidder must use a complete set of the Procurement Bidding Documents in preparing the Bid; neither Buyer nor Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Procurement Bidding Documents.
3. The Buyer makes copies of Procurement Bidding Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services and does not authorize or confer a license for any other use.

ARTICLE 3- QUALIFICATIONS OF BIDDERS

1. Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
2. Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
3. Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.
4. The Village of Lancaster reserves the right to accept or reject proposals in the best interest of the Village.
5. No bid shall be accepted from any person or corporation that is in arrears to the Village upon any debt or contract.

ARTICLE 4- INTERPRETATIONS

1. All questions about the meaning or intent of the Procurement Bidding Documents are to be submitted to Issuing Office by email to Amy Stypa sustainability@lancastervillageny.gov
2. Interpretations or clarifications considered necessary to respond to such written questions will be emailed to all parties recorded as having received the Procurement Bidding Documents. **Questions received less than 3 days prior to the date for opening of Bids will not be answered.** Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid and will not be binding or legally effective

ARTICLE 5-BID SECURITY

1. A Bid must be accompanied by Bid security made payable to Buyer in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Procurement Bidding Documents).
2. The Bid security of the apparent Successful Bidder will be retained until Buyer awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.
3. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of seven (7) days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
4. Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid opening.

ARTICLE 6-PREPARATION OF BID

1. The Bid Form is included with the Procurement Bidding Documents. Additional copies of Procurement Bidding Documents may be obtained from the Issuing Office.
2. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initiated by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. In the case of optional alternates, the words "No Bid" may be entered.
3. Bidder shall:
 - a. Sign the Bid Form as indicated in the Bid Form.
 - b. Include evidence of authority to sign.
 - c. Provide information on the individual to be contacted for any communications regarding the Bid.
 - d. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
4. New York State Municipal Law requires that Bidder certifies that, under penalty of perjury, that it has prepared its bid without collusion with Buyer, other bidders, subcontractors, suppliers, etc.

ARTICLE 7 -BASIS OF BID; COMPARISON OF BIDS

- a. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- b. Award will be made, if at all, to the "lowest responsible bidder" meeting the specifications.
- c. Delivery date will be a factor of importance in the award of this contract. Bidder must state its best guaranteed delivery date in days; failure to do so may result in disqualification of bid

ARTICLE 8- SUBMITTAL OF BID

1. Bidder shall refer to the Advertisement for Bids for specific identification of the date, time, and place where Bids are to be submitted.
2. Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of bid solicitation of the Bid Form.
3. A Bid must be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids. Submit the Bid in an envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder.

Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 9-MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
2. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 10-OPENING OF BIDS

Bids will be publicly opened at the time and place indicated in the Advertisement for Bids and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

ARTICLE 11-BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for the period stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12-EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

1. Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
2. Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
3. In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
4. If Buyer awards the Procurement Contract, such award will be to the responsible Bidder submitting the lowest responsive Bid.

ARTICLE 13-BONDS AND INSURANCE

Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 14-SIGNING OF PROCUREMENT AGREEMENT

When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Contract Documents.

All provisions of the Bid Specifications shall be incorporated into a contract which shall be executed by the Bidder to whom the bid was awarded and the Village.

ARTICLE 15-SALES AND USE TAXES

Buyer is exempt from New York state sales and use taxes on materials and equipment. Exempt taxes must not be included in the Bid

ARTICLE 16-BUYER AND BIDDER

1. This Bid is submitted to:
Village of Lancaster, Clerk/Treasurer's Office, 5423 Broadway, Lancaster, NY 14086
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 17 -BASIS OF BID

Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s). Bidders shall quote unit prices and total prices as specified. Proposed quantity (if less than bid request) shall be specified. Price quoted shall include delivery of trees as described within specifications.

ARTICLE 18-TIME OF COMPLETION

All stock shall be delivered in two orders. The first order is after March 20th and before April 20th, 2026. The second order is after October 1st, 202~~5~~, and before October 30th, 202~~5~~.

ARTICLE 19- NON-PERFORMANCE

If the Bidder fails at any time performing the work required by this contract within the time limits specified, the Village shall have the right to terminate the contract upon ten (10) business days' written notice to the Bidder.

ARTICLE 20-ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

- a. Required Bid security in the form prescribed in the Instructions to Bidders.
- b. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- c. Completed Procurement Specifications.

ARTICLE 21-BIDDER'S ACKNOWLEDGMENTS

1. Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
2. Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents.

ARTICLE 22- PAYMENT

Invoices may be submitted by Bidder upon successful delivery and inspection by the Village. Approved invoices will be paid within 45 days.

**PROCUREMENT SPECIFICATIONS
FOR TWO HUNDRED AND TWENTY-SEVEN (227) bare root trees**

Bare Root Tree Planting Project Supply

Overview: In the interest of planting more and different varieties of trees in public spaces and rights of way, the Village of Lancaster solicits bids to supply TWO HUNDRED AND TWENTY-SEVEN (227) 1.25.-1.75" bare root trees for Tree Planting Projects in the spring and fall of 2026.

Scope: To furnish all trees for tree planting on the public right of way in the Village of Lancaster, all in accordance with the attached specifications.

Timeframe: All stock shall be delivered in two orders. The first order is after March 20th and before April 20th, 2026. The second order is after October 1st, 2026, and before October 30th, 2026.

Delivery to: Village of Lancaster Department of Public Works 5200 Broadway, Lancaster, NY 14086

Planting Stock:

1. The contractor shall supply plants that are from areas in the USDA Hardiness Zones six a (6a) or six b (6b). When requested, the contractor must identify the plant source.
2. Shade and Ornamental trees supplied per the contract shall be no less than one and one quarter inch (1 1/4") in diameter and no more than one and three quarters inch (1 3/4") in diameter at six inches (6") above ground level. Shade trees supplied shall be branched up four- and one-half feet (4 1/2').
3. Tree supplied shall meet the latest version of the ANSI Z60.1, American Standard for Nursery Stock specifications. Copies of said standards may be found at <https://hort.ifas.ufl.edu/woody/american-standard.shtml>
4. All trees must be number one grade plants with good form and branching. Tree leaders shall not be pruned. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.
5. All trees shall be labeled by size and scientific plant name. Labels shall be attached securely to all trees when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
6. Trees shall be dipped in hydrogel and bagged.

Guarantee:

The Village of Lancaster shall have the right to final inspection of the trees and may reject any trees deemed unsuitable and/or not following planting stock guidance. The Bidder is required to replace the tree(s) at no additional cost to the purchaser within five working days after notification to the bidder.

Species and Substitutions:

The tree species listed in the bidders list are all commonly available in the trade. The Village Arborist will submit project orders well in advance of Bare Root vendors' deadlines. Substitution of trees will not be permitted unless authorized in writing by the Purchaser. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

PLANTING SPECIFICATIONS

DESCRIPTION OF MATERIALS

Spring 2026

Common Name	Scientific Name(s)	Quantity
Flowering Crabapple	Malus 'Coralburst', Malus 'Lollipop', Malus 'Red Jewel'	11
Hawthorn	Crataegus crugalli ineris "Cruzam"	11
Redbud	Cercis Canadensis	12
Serviceberry	Amelanchier grandiflora "Robin Hill"	11
Mountain Ash Varieties	Sorbus americana	11
Filbert	Corylus colurna	6
Hackberry	Celtis Occidentalis "Praire Sentinal"	8
Honeylocust	Gleditsia triacanthos var. inermis	7
River Birch	Betula nigra	8
Yellowwood	Cladrastis kentukea	8
Kentucky Coffeetree	Gymnocladus D "Espresso"	7
London planetree	Platanus x acerfolia	7
Elm	Ulmus americana	7
Tulip Tree	Liriodendron tulipifera	7
TOTAL		121

Fall 2026

Common Name	Scientific Name(s)	Quantity
Flowering Crabapple	Malus 'Coralburst', Malus 'Lollipop', Malus 'Red Jewel'	13
Hawthorn	Crataegus crugalli ineris "Cruzam"	13
Redbud	Cercis Canadensis	14
Serviceberry	Amelanchier grandiflora "Robin Hill"	13
Mountain Ash Varieties	Sorbus americana	13
Filbert	Corylus colurna	5
Hackberry	Celtis Occidentalis "Praire Sentinal"	0
Honeylocust	Gleditsia triacanthos var. inermis	0
River Birch	Betula nigra	5
Yellowwood	Cladrastis kentukea	6
Kentucky Coffeetree	Gymnocladus D "Espresso"	6
London planetree	Platanus x acerfolia	6
Elm	Ulmus americana	6
Tulip Tree	Liriodendron tulipifera	6
TOTAL		106

BID SHEET

Spring 2026

Common Name	Latin Name	Quantity	Proposed Quantity (if less than bid request)	Unit Price	Total Price
Substitution Species					

*Substitution Species: Please list other species for consideration or as substitutions, in place of the listed species. Include quantity and pricing for the suggested species.

BID SHEET**Fall 2026**

Common Name	Latin Name	Quantity	Proposed Quantity (if less than bid request	Unit Price	Total Price
Substitution Species					

*Substitution Species: Please list other species for consideration or as substitutions, in place of the listed species. Include quantity and pricing for the suggested species.

NAME OF BIDDER:
PHONE NO.:
ADDRESS EMAIL:
REMIT TO ADDRESS:

Signature of Bidder and Date:

In submitting this Bid, Bidder further represents that he/she has carefully reviewed all Bid documents including without limitation the Standard Conditions and Technical Specifications and has given the Village of Lancaster Clerk's Office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and/or commodity for which this Bid is Submitted.

Signature of Bidder and Date: _____

NON-COLLUSIVE BIDDING CERTIFICATE

Village of Lancaster, New York

The undersigned, being one of the partners, the sole proprietor, or officer of the _____ Corporation or company hereby certifies in connection with its offer to furnish certain services and/or equipment to the Village of Lancaster, which said services and/or equipment may be described as follows:

That under the penalty of perjury and to the best of his knowledge and belief:

1. The prices in the bid to which this certificate is attached 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;

2. 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

3. 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.

Signed and Sealed this _____ day of _____, 202__.

(Seal)

County of _____)

State of New York)ss.:

On the _____ day of _____, 202__, personally appeared before me _____ (who is an officer of the _____ corporation, to wit: _____) (who is a partner in the _____ company), who resides at _____ in the _____ of _____, State of New York, and he did affirm the above stated information to be true and correct to the best of his knowledge and under the penalty of perjury.



VILLAGE OF LANCASTER

**5423 BROADWAY
LANCASTER, NY 14086**

REQUEST FOR BIDS

**FOR THE PROCUREMENT OF TWO HUNDRED AND FIFTY-SEVEN (257)
BARE ROOT TREES**

Project 2 of 2: UCF Tree Planting

ADVERTISEMENT FOR BIDS

**VILLAGE OF LANCASTER
5423 BROADWAY LANCASTER, NY 14086**

**PROCUREMENT OF TWO HUNDRED AND FIFTY-SEVEN (257) BARE ROOT TREES
Project 2 of 2: UCF Tree Planting**

GENERAL NOTICE

Village of Lancaster (Buyer) is requesting Bids for the Procurement of TWO HUNDRED AND FIFTY-SEVEN (257) bare root trees.

Sealed bids will be received at the Village of Lancaster Clerk/Treasurer's Office located in the Village Municipal Building at 5423 Broadway, Lancaster, NY 14086. Bids will be received until Monday, February 9th, 2026, at 11:00 AM local time. At that time the Bids received will be publicly opened and read.

THE PROJECT INCLUDES THE FOLLOWING:

Procurement of TWO HUNDRED AND FIFTY-SEVEN (257) bare root trees.

OBTAINING THE BIDDING DOCUMENTS

The Issuing Office for the Bidding Documents is:

Village of Lancaster
Municipal Building
5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

Bidders may obtain or examine the Procurement Bidding Documents at the Issuing Office, starting on **January 13th, 2026**, Monday through Friday between the hours of **8:30 AM to 4:30 PM**.

Printed or Electronic PDF copies of the Bidding Documents may be obtained at no expense from the Issuing Office. The bidder will need to provide the organization's name, address, phone number, and email address which Issuing Office records on the plan holders list.

INSTRUCTIONS TO BIDDERS

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Procurement Bidding Documents.

Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.

THIS ADVERTISEMENT IS ISSUED BY:

Owner: Village of Lancaster
By: Michael E. Stegmeier
Title: Clerk & Treasurer
Date: January 13, 2026

INSTRUCTIONS TO BIDDERS AND STANDARD CONDITIONS

ARTICLE 1- DEFINED TERMS

Issuing Office

Village of Lancaster
Municipal Building 5423 Broadway
Lancaster, NY 14086
Ph: (716) 683-2105 ext. 208
Amy Stypa sustainability@lancastervillageny.gov

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3. The Buyer makes copies of Procurement Bidding Documents available on the above terms only for obtaining Bids for furnishing Goods and Special Services and does not authorize or confer a license for any other use.

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1. Buyer may at any time conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, and after the opening of Bids may require a Bidder to submit documentation of its qualifications, including but not limited to financial data and documentation of previous experience providing goods and services comparable to the specified Goods and Special Services.
2. Bidder is to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
3. Firms qualified and certified as Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) are strongly encouraged to submit bids.
4. The Village of Lancaster reserves the right to accept or reject proposals in the best interest of the Village.
5. No bid shall be accepted from any person or corporation that is in arrears to the Village upon any debt or contract.

ARTICLE 4- INTERPRETATIONS

1. All questions about the meaning or intent of the Procurement Bidding Documents are to be submitted to Issuing Office by email to Amy Stypa sustainability@lancastervillageny.gov
2. Interpretations or clarifications considered necessary to respond to such written questions will be emailed to all parties recorded as having received the Procurement Bidding Documents. **Questions received less than 3 days prior to the date for opening of Bids will not be answered.** Oral statements, interpretations, and clarifications may not be relied upon in the preparation of a Bid and will not be binding or legally effective

ARTICLE 5-BID SECURITY

1. A Bid must be accompanied by Bid security made payable to Buyer in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Procurement Bidding Documents).
2. The Bid security of the apparent Successful Bidder will be retained until Buyer awards the Procurement Contract to such Bidder, and such Bidder has executed the Procurement Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Procurement Contract and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default and annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Buyer's damages in the case of a damages-form bond. Such forfeiture will be Buyer's exclusive remedy if Bidder defaults.
3. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of seven (7) days after the Effective Date of the Procurement Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
4. Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid opening.

ARTICLE 6-PREPARATION OF BID

1. The Bid Form is included with the Procurement Bidding Documents. Additional copies of Procurement Bidding Documents may be obtained from the Issuing Office.
2. All blanks on the Bid Form must be completed and the Bid Form must be signed by an individual authorized to act on behalf of the Bidder. Alterations must be initiated by an individual authorized to act on behalf of the Bidder. A Bid price must be indicated for each item in the Bid Form. In the case of optional alternates, the words "No Bid" may be entered.
3. Bidder shall:
 - a. Sign the Bid Form as indicated in the Bid Form.
 - b. Include evidence of authority to sign.
 - c. Provide information on the individual to be contacted for any communications regarding the Bid.
 - d. Provide evidence of the Bidder's authority and qualification to do business in the locality of the Project, to the extent required, or indicate the ability to obtain such authority and qualification prior to award of the Procurement Contract.
4. New York State Municipal Law requires that Bidder certifies that, under penalty of perjury, that it has prepared its bid without collusion with Buyer, other bidders, subcontractors, suppliers, etc.

ARTICLE 7 -BASIS OF BID; COMPARISON OF BIDS

- a. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- b. Award will be made, if at all, to the "lowest responsible bidder" meeting the specifications.
- c. Delivery date will be a factor of importance in the award of this contract. Bidder must state its best guaranteed delivery date in days; failure to do so may result in disqualification of bid

ARTICLE 8- SUBMITTAL OF BID

1. Bidder shall refer to the Advertisement for Bids for specific identification of the date, time, and place where Bids are to be submitted.
2. Bidder must submit one separate unbound copy of the completed Bid Form, and, if required, the Bid Security and the other documents required to be submitted under the terms of bid solicitation of the Bid Form.
3. A Bid must be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids. Submit the Bid in an envelope

plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder. Enclose the Bid security and other documents required to be submitted with the Bid as listed in the Bid Form. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 9-MODIFICATION OR WITHDRAWAL OF BID

1. A Bid may be modified or withdrawn by a document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
2. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 10-OPENING OF BIDS

Bids will be publicly opened at the time and place indicated in the Advertisement for Bids and read aloud, unless obviously non-responsive. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after Bids have been opened and reviewed by the Buyer.

ARTICLE 11-BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for the period stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 12-EVALUATION OF BIDS AND AWARD OF PROCUREMENT CONTRACT

1. Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services.
2. Buyer will reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to not be responsible.
3. In evaluating Bids, Buyer will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.

4. If Buyer awards the Procurement Contract, such award will be to the responsible Bidder submitting the lowest responsive Bid.

ARTICLE 13-BONDS AND INSURANCE

Article 5 of the General Conditions and Article 5 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the signed Procurement Agreement to Buyer, it must be accompanied by such bonds and acceptable evidence of insurance.

ARTICLE 14-SIGNING OF PROCUREMENT AGREEMENT

When Buyer issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Procurement Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Procurement Agreement and any bonds and insurance documentation required to be delivered by the Procurement Contract Documents to Buyer. Within 10 days thereafter, Buyer will deliver one fully executed counterpart of the Procurement Agreement to Successful Bidder, together with printed and electronic copies of the Procurement Contract Documents.

All provisions of the Bid Specifications shall be incorporated into a contract which shall be executed by the Bidder to whom the bid was awarded and the Village.

ARTICLE 15-SALES AND USE TAXES

Buyer is exempt from New York state sales and use taxes on materials and equipment. Exempt taxes must not be included in the Bid

ARTICLE 16-BUYER AND BIDDER

1. This Bid is submitted to:
Village of Lancaster, Clerk/Treasurer's Office, 5423 Broadway, Lancaster, NY 14086
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 17 -BASIS OF BID

Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s). Bidders shall quote unit prices and total prices as specified. Proposed quantity (if less than bid

request) shall be specified. Price quoted shall include delivery of trees as described within specifications.

ARTICLE 18-TIME OF COMPLETION

All stock shall be delivered in two orders. The first order is after March 20th and before April 20th, 2026. The second order is after October 1st, 2026, and before October 30th, 2026.

ARTICLE 19- NON-PERFORMANCE

If the Bidder fails at any time performing the work required by this contract within the time limits specified, the Village shall have the right to terminate the contract upon ten (10) business days' written notice to the Bidder.

ARTICLE 20-ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

- a. Required Bid security in the form prescribed in the Instructions to Bidders.
- b. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- c. Completed Procurement Specifications.

ARTICLE 21-BIDDER'S ACKNOWLEDGMENTS

1. Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
2. Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents.

ARTICLE 22- PAYMENT

Invoices may be submitted by Bidder upon successful delivery and inspection by the Village. Approved invoices will be paid within 45 days.

**PROCUREMENT SPECIFICATIONS
FOR TWO HUNDRED AND FIFTY-SEVEN (257) bare root trees**

Bare Root Tree Planting Project Supply

Overview: In the interest of planting more and different varieties of trees in public spaces and rights of way, the Village of Lancaster solicits bids to supply TWO HUNDRED AND FIFTY-SEVEN (257) 1.25.-1.75" bare root trees for Tree Planting Projects in the spring and fall of 2026.

Scope: To furnish all trees for tree planting on the public right of way in the Village of Lancaster, all in accordance with the attached specifications.

Timeframe: All stock shall be delivered in two orders. The first order is after March 20th and before April 20th, 2026. The second order is after October 1st, 2026, and before October 30th, 2026.

Delivery to: Village of Lancaster Department of Public Works 5200 Broadway, Lancaster, NY 14086

Planting Stock:

1. The contractor shall supply plants that are from areas in the USDA Hardiness Zones six a (6a) or six b (6b). When requested, the contractor must identify the plant source.
2. Shade and Ornamental trees supplied per the contract shall be no less than one and one quarter inch (1 1/4") in diameter and no more than one and three quarters inch (1 3/4") in diameter at six inches (6") above ground level. Shade trees supplied shall be branched up four- and one-half feet (4 1/2').
3. Tree supplied shall meet the latest version of the ANSI Z60.1, American Standard for Nursery Stock specifications. Copies of said standards may be found at <https://hort.ifas.ufl.edu/woody/american-standard.shtml>
4. All trees must be number one grade plants with good form and branching. Tree leaders shall not be pruned. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.
5. All trees shall be labeled by size and scientific plant name. Labels shall be attached securely to all trees when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
6. Trees shall be dipped in hydrogel and bagged.

Guarantee:

The Village of Lancaster shall have the right to final inspection of the trees and may reject any trees deemed unsuitable and/or not following planting stock guidance. The Bidder is required to replace the tree(s) at no additional cost to the purchaser within five working days after notification to the bidder.

Species and Substitutions:

The tree species listed in the bidders list are all commonly available in the trade. The Village Arborist will submit project orders well in advance of Bare Root vendors' deadlines. Substitution of trees will not be permitted unless authorized in writing by the Purchaser. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

PLANTING SPECIFICATIONS

DESCRIPTION OF MATERIALS

Spring 2026

Common Name	Scientific Name(s)	Quantity
Flowering Crabapple	Malus 'Coralburst', Malus 'Lollipop', Malus 'Red Jewel'	12
Hawthorn	Crataegus crusgalli ineris "Cruzam"	12
Redbud	Cercis Canadensis	13
Serviceberry	Amelanchier grandiflora "Robin Hill"	13
Mountain Ash Varieties	Sorbus americana	12
Filbert	Corylus colurna	5
Hackberry	Celtis Occidentalis "Praire Sentinal"	9
Honeylocust	Gleditsia triacanthos var. inermis	10
River Birch	Betula nigra	10
Yellowwood	Cladrastis kentukea	10
Kentucky Coffeetree	Gymnocladus D "Espresso"	6
London planetree	Platanus, x acerfolia	5
Elm	Ulmus americana	5
Tulip Tree	Liriodendron tulipifera	5
TOTAL		127

Fall 2026

Common Name	Scientific Name(s)	Quantity
Flowering Crabapple	Malus 'Coralburst', Malus 'Lollipop', Malus 'Red Jewel'	9
Hawthorn	Crataegus crusgalli ineris "Cruzam"	9
Redbud	Cercis Canadensis	10
Serviceberry	Amelanchier grandiflora "Robin Hill"	10
Mountain Ash Varieties	Sorbus americana	9
Filbert	Corylus colurna	4
Hackberry	Celtis Occidentalis "Praire Sentinal"	15
Honeylocust	Gleditsia triacanthos var. inermis	15
River Birch	Betula nigra	15
Yellowwood	Cladrastis kentukea	16
Kentucky Coffeetree	Gymnocladus D "Espresso"	15
London planetree	Platanus x acerfolia	15
Elm	Ulmus americana	15
Tulip Tree	Liriodendron tulipifera	16
TOTAL		130

BID SHEET

Spring 2026

Common Name	Latin Name	Quantity	Proposed Quantity (if less than bid request)	Unit Price	Total Price
Substitution Species					

*Substitution Species: Please list other species for consideration or as substitutions, in place of the listed species. Include quantity and pricing for the suggested species.

BID SHEET

Fall 2026

Common Name	Latin Name	Quantity	Proposed Quantity (if less than bid request)	Unit Price	Total Price
Substitution Species					

*Substitution Species: Please list other species for consideration or as substitutions, in place of the listed species. Include quantity and pricing for the suggested species.

NAME OF BIDDER:
PHONE NO.:
ADDRESS EMAIL:
REMIT TO ADDRESS:

Signature of Bidder and Date:

In submitting this Bid, Bidder further represents that he/she has carefully reviewed all Bid documents including without limitation the Standard Conditions and Technical Specifications and has given the Village of Lancaster Clerk's Office written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and/or commodity for which this Bid is Submitted.

Signature of Bidder and Date: _____

NON-COLLUSIVE BIDDING CERTIFICATE

Village of Lancaster, New York

The undersigned, being one of the partners, the sole proprietor, or officer of the _____ Corporation or company hereby certifies in connection with its offer to furnish certain services and/or equipment to the Village of Lancaster, which said services and/or equipment may be described as follows:

That under the penalty of perjury and to the best of his knowledge and belief:

1. The prices in the bid to which this certificate is attached 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;

2. 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

3. 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.

Signed and Sealed this _____ day of _____, 202__.

(Seal)

County of _____
State of New York)ss.:

On the _____ day of _____, 202__, personally appeared before me _____ (who is an officer of the _____ corporation, to wit: _____) (who is a partner in the _____ company), who resides at _____ in the _____ of _____, State of New York, and he did affirm the above stated information to be true and correct to the best of his knowledge and under the penalty of perjury.

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Ninth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Mayor William C. Schroeder
Lancaster Municipal Building
5423 Broadway
Lancaster, NY 14086
(716) 683-2105
wschroeder@lancastervillageny.gov

and the Architect:
(Name, legal status, address and other information)

Kideney Architects, P.C.
Raymond J. Bednarski, AIA, LEED AP, President & CEO
143 Genesee Street
Buffalo, NY 14203
716-249-3837
rbednarski@kideney.com

for the following Project:
(Name, location and detailed description)

Village of Lancaster
Municipal Buildings Condition Assessment:

1. Municipal Building and Fire Station, 1 Main Hall
5423 Broadway
2. Fire Station 2, North End Hall
24 West Drullard Avenue

KA Project No. 2025048.00

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The Architect's services for the Project will include the Scope of Work outlined and highlighted in attached Exhibit C: Request for Proposals for Architectural and Engineering Services, as stated in the Architect's proposal under Basic Services, and as clarified below:

- 1) All meetings and consultations with Village of Lancaster staff and personnel in order to facilitate the Work of the Project.
- 2) All field investigations of existing conditions at each facility to be included in the scope of the Project.
- 3) Review of all existing documentation provided by the Village of Lancaster.
- 4) Review of existing systems at each facility to be included in the scope of the project.
- 5) Collecting photographic documentation of existing conditions.
- 6) Code and standard compliance review and assessment of space adequacy.
- 7) Analyze and prioritize repair and replacement work.
- 8) Develop cost estimates considering life-cycle cost analysis.
- 9) Deliverables as outlined in the Architect's proposal.

The Architect shall engage the following consultants for specific portions of the Project:

Mechanical, Electrical, Plumbing, and Fire Protection:

IPD Engineering
500 Corporate Parkway, Suite 120
Buffalo, New York 14221
(716) 935-6425

Structural and Civil Engineering:

Tredo Engineers
755 Seneca Street, Suite 202
Buffalo, New York 14210
(716) 876-7147

Cost Estimating Services:

Insight Construction Consultants, LLC
755 Seneca Street, Suite 202
Buffalo, New York 14210
(716) 570-9799

Hazardous Material Sampling and Testing (Optional Service):

Stohl Environmental
3860 California Road
Orchard Park, New York 14127
(716) 312-0070

Optional Services were listed in the Architect's proposal but are not included in this agreement. Optional Services may be appended to this agreement without invalidating other terms of the Agreement.

Time of Completion: The Architect will commence with the Work of the Project upon written acceptance of this Agreement. Per the intended terms in the Exhibit C RFP document, the Architect will endeavor to complete the scope of Work of this Project within 14 weeks of the execution of this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

Drawings and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Forty-Seven Thousand Dollars and Zero Cents (\$47,000.00), which shall include compensation for the Architect's services and services of the Architect's Subcontractors and Subconsultants (if any), labor costs, overhead, profit, and routine business expenses. In addition, the Owner shall reimburse the Architect for expenses other than routine business expenses incurred in the interest of the Project "Reimbursable Expenses," plus five percent (5.0%). The Architect's Reimbursable Expenses will not exceed \$3,000.00.

Payments are due and payable upon receipt of the Architect's monthly invoice. The amount billed within the Architect's monthly invoice for Architect's services will be based upon the Architect's estimate of the percentage of the total services actually completed during the billing period. The Architect may also bill for any Reimbursable Expenses incurred during the billing period.

Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; and the extension of the Architect's Article 1 services beyond six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Exhibit A: Village of Lancaster Insurance Requirements

Exhibit B: Certificate of Insurance.

Exhibit C: Request for Proposals for Architectural and Engineering Services

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: William C. Schroeder, Mayor

(Printed name and title)

ARCHITECT *(Signature)*

BY: Raymond J. Bednarski, AIA, LEED
AP, President & CEO

(Printed name, title, and license number if required)

Exhibit A
Village of Lancaster
Insurance Requirements

Insurance Requirements

To ensure proper risk management and protection, all contractors working with The Village of Lancaster must meet the following insurance requirements before commencing any work:

1. Workers' Compensation Insurance

- Coverage must comply with all applicable state laws.
- Minimum limits as required by New York State law.
- A waiver of subrogation must be provided in favor of The Village of Lancaster.

2. Disability Insurance

- Coverage must comply with New York State Disability Benefits Law.
- Proof of coverage must be provided.

3. Commercial General Liability (CGL) Insurance

- Minimum limits:
 - o \$1,000,000 per occurrence
 - o \$2,000,000 aggregate
- Coverage must include:
 - o Bodily injury
 - o Property damage
- Per Project/Per Aggregate limit required
- The Village of Lancaster must be named as an Additional Insured on a primary and non-contributory basis.

- A waiver of subrogation must be provided in favor of The Village of Lancaster.

4. Umbrella/Excess Liability Insurance

- Minimum limits:
 - o \$5,000,000 per occurrence
 - o \$5,000,000 aggregate
- Per Project/Per Aggregate limit required
- Coverage must apply in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policies.
- The Village of Lancaster must be named as an Additional Insured on a primary and non-contributory basis.
- A waiver of subrogation must be provided in favor of The Village of Lancaster.

5. Professional Liability Insurance

- Minimum limits:
 - o \$1,000,000 per claim
 - o \$2,000,000 aggregate
- Coverage must apply to errors, omissions, and negligence related to professional services.

General Requirements

1. **Certificate of Insurance:** Contractors must provide a valid Certificate of Insurance evidencing all required coverages before starting work.
2. **Additional Insured:** The Village of Lancaster must be named as an Additional Insured on a primary and non-contributory basis for all applicable policies.
3. **Waiver of Subrogation:** All policies must include a waiver of subrogation in favor of The Village of Lancaster.

4. **Policy Endorsements:** Copies of endorsements confirming Additional Insured status, primary and non-contributory wording, and waiver of subrogation must be provided.
5. **Insurance Carriers:** All insurance carriers must have an A.M. Best rating of A- or better and be licensed to do business in New York State.
6. **Notice of Cancellation:** Contractors must provide at least 30 days' written notice to The Village of Lancaster in the event of policy cancellation or non-renewal.

By adhering to these requirements, contractors will ensure compliance and maintain a strong partnership with The Village of Lancaster. Failure to meet these requirements may result in delays or termination of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2025

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

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

PRODUCER Promark Partners Insurance Services 6700 Main St. Williamsville NY 14221		CONTACT NAME: Jennifer Dissette PHONE (A/C, No. Ext.): (716) 633-8401 FAX (A/C, No.): (716) 633-8429 E-MAIL ADDRESS: jdissette@promarkinsurance.com	
INSURED Kideney Architects, PC 143 Genesee Street Buffalo NY 14203		INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Co. of America NAIC # 25666 INSURER B: The Travelers Indemnity Co 25658 INSURER C: Phoenix Insurance Company 25623 INSURER D: Great American Insurance Group 16691 INSURER E: Underwriters at Lloyd's 15792 INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2511325044

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6808M424670	11/1/2025	11/1/2026	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA1R356591	11/1/2025	11/1/2026	PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP8M427383	11/1/2025	11/1/2026	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			UB9M427788	11/1/2025	11/1/2026	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPP4203782	11/1/2025	11/1/2026	Per claim / Aggregate \$2M / \$4M
E	Cyber Liability			ESN0040215310	1/15/2025	1/15/2026	Per Claim 1,000,000

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

Village of Lancaster is an additional insured on a primary and non-contributory basis for the general and excess liability only in regards to services provided by the named insured when required by written contract. Waiver of subrogation applies in favor of holder when required by written contract. 30 day notice of cancellation applies. Professional Liability limits are shown per claim and aggregate for all projects of the named insured.

CERTIFICATE HOLDER

CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. WAIVER OF DEDUCTIBLE – GLASS</p> <p>G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> | <p>H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>I. PERSONAL PROPERTY</p> <p>J. AIRBAGS</p> <p>K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS.</p> <p>L. BLANKET WAIVER OF SUBROGATION</p> <p>M. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an

additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "Insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

I. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

J. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative notice as soon as reasonably

possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – PRODUCTS- COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Paragraph **b.(3)** of the definition of "products-completed operations hazard" in the **DEFINITIONS** Section:

(3) Products or operations for which the classification, listed in the Declarations, in a policy Schedule or in our manual of rules, states that the products-completed operations are subject to the General Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 - a. Insureds;
 - b. Claims made or "suits" brought;
1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
 - 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**:
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages
- under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage B.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

UMBRELLA

Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.
2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
 - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.

UMBRELLA

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay

damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by; or

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

UMBRELLA

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage for such organization does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

- B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
 2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
 2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

- E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

- A. With respect to Coverage A and Coverage B:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

UMBRELLA

committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or

UMBRELLA

- (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or

"your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

UMBRELLA

management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage B, the insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain necessary records and other information;
- c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage B may apply.

5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.

6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":

- a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
- b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

- 1.** Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
- 2.** Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses;

c. The nature and location of any injury or damage arising out of that "crisis management event"; and

d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

- 1.** At any time during the policy period;
- 2.** Up to three years after the end of the policy period; and
- 3.** Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.

2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:

- a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
- b. You have paid all premiums due for this policy at the time you make such request;
- c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

UMBRELLA

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

UMBRELLA

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
 - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
- b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
- c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

- B. With respect to Coverage B and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage A:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

UMBRELLA

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c. Social security number;
 - d. Driver's license number; or
 - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
 - b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
12. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
 - b. Vehicles maintained for use solely on or next to premises you own or rent.
 - c. Vehicles that travel on crawler treads.
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

- a. With respect to "bodily injury" or "property damage":
 - (1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or
 - (2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

UMBRELLA

- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
16. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
19. "Self-insured retention" is the greater of:
- a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
 - b. The applicable limit of insurance of any "other insurance" that applies.
20. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 22. "Title" means the name of a literary or artistic work.
 23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
 24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
 25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
 26. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.
- C. With respect to Coverage C:
1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
 2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
 3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
 - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
 - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.

UMBRELLA

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

POLICY NUMBER: **UB-8M427788-25-47-G**

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.	30

ADDRESS:
THE ADDRESS FOR THAT PERSON OR
ORGANIZATION INCLUDED IN SUCH WRITTEN
REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: **09-17-25** ST ASSIGN:

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Page 1 of 1



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8M427788-25-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

EXHIBIT C
REQUEST FOR PROPOSALS
FOR ARCHITECTURAL AND ENGINEERING SERVICES

PROJECT NAME: Village of Lancaster Municipal Buildings Conditions Assessment

PROJECT LOCATIONS:

1. Municipal Building and Fire Station 1 Main Hall
5423 Broadway
Lancaster, NY 14086

~~2. Department of Public Works
5200 Broadway
Lancaster, NY 14086~~

3. Fire Station 2, North End Hall
24 West Drullard Avenue
Lancaster, NY 14086

PROPOSAL DUE DATE: Friday, October 17, 2025, at 2:00 PM

PROJECT SUMMARY

The Village of Lancaster (Village) is seeking Proposals including qualification statements and cost proposals from multi-disciplinary architectural and engineering firms for a comprehensive condition assessment of up to three Village-owned facilities. The objective of the project is to identify all needed maintenance, repair, and capital improvements for a 20-year planning period. This is to include, but is not limited to, the following.

- Identify all needed improvements by facility inspections and consultations with the Owner.
- Prepare cost estimates.
- Prioritize the needed improvements using life cycle costing and Facility Condition Index methods.
- Develop a prioritized schedule for short term and long-term maintenance, repair, and capital improvements over a 20-year period.
- Summarize the implications for the Village O&M and Capital Budgets.
- Identify any available funding and revenue sources.
- Develop a protocol for ongoing monitoring of facility conditions and work completed in a record information system for Village facilities.

INQUIRIES

Inquiries concerning the Project are to be directed to Richard Rosenberry, PE by email at rosenberry@wmschutt.com. Questions must be received by Wednesday, October 8, 2025 to be considered. Several building plans and a prior report for one of the buildings are available upon request.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the Village Municipal Building, 5423 Broadway, Lancaster, NY 14086 on Thursday October 2, 2025 at 9:00 AM. Attendance at the Conference is encouraged but is not required. The Conference will include walk-throughs of all three buildings included in the Project.

SCOPE OF SERVICES

The scope of services is for a Buildings Condition Assessment consisting of, but not limited to, a complete architectural, structural, and engineering review of the condition of the buildings and supporting infrastructure including mechanical, electrical, plumbing, driveways, parking lots, and landscaped areas for three Village facilities.

The assessment shall include detailed cost estimates for the repair, renovation, and maintenance of the facilities to acceptable conditions, including compliance with all current electrical, fire, and safety codes including ADA requirements. This survey shall also include a complete cost analysis of remedying any existing deferred maintenance issues and fully restoring the buildings to current standards, including, if necessary, any additions or expansions recommended to achieve greater energy efficiencies and/or eliminate functional deficiencies. Subcomponents of this task would include:

- Discussions and interviews with involved parties.
- Building Envelope: The condition of the outer shell of the building, including walls, doors, windows, and roof.
- Recommendations for suspected additional lead/asbestos abatement.
- Structural integrity, including walls and foundation.
- Interior walls, ceilings, flooring, and signage.
- Mechanical systems, HVAC, exhaust, ventilation, controls, and instrumentation.
- Interior and exterior electrical systems, including distribution and lighting.
- Building exteriors including parking, walkways, fencing, entrance, landscaping, signage, and utilities.
- Plumbing systems, both interior and exterior.
- Fire protection and life safety systems.

Conduct extensive consultative meetings and interviews with Village staff and other relevant parties to obtain additional knowledge about the noted facilities. Information such as perceptual maintenance and repair needs, desired functional, energy, efficiency, or aesthetic

improvements, and identification of priority levels are critical items that cannot be obtained through visual inspection or life-cycle modeling.

Estimate short and long-term maintenance, repair, and replacement work for the three Village facilities) over a 20-year period. Needed repairs, maintenance, and preventive maintenance would need to be categorized based on priorities (e.g., health and safety repair work placed at the highest priority level, and less critical, cosmetic or aesthetic needs placed in a lower priority category).

Using information obtained from identifying the short and long-term needs and priorities, evaluate the short and long-term budget implications, financing options, cost-saving measures such as preventive maintenance, and potential funding and revenue sources associated with facilities. As appropriate, this shall include life-cycle cost modeling for the facilities, which captures all anticipated non-operational facility costs, both major and minor. Deferred maintenance would need to be estimated and forecast, as well. Define the range of assumptions, including the inflation assumption. Use the Facility Condition Index (FCI), life-cycle costing or a comparable benchmarking technique to identify which facilities warrant more detailed examinations

Provide a report with findings and recommendations, photographs to document existing conditions, and cost estimates. Presentations to Village personnel and to the Village Board will be required.

The scope of work shall be completed within 14 weeks of the execution of the Professional Services Agreement.

PROPOSAL

The Proposal is to be limited to twelve pages exclusive of cover letter, resumes, and references. It shall be organized in the following format and shall include information per the following.

Cover Letter

The cover letter is to be signed by an officer of the firm authorized to execute a contract with the Village.

General Qualifications

Provide a summary of the firm's qualifications demonstrating expertise, understanding, and ability to accomplish the Village's primary objectives; and general information about the firm to include location of office(s), years in business, and areas of expertise. Provide a brief description of three projects which involved a similar scope of services.

Key Staff

Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff to be assigned to this project. Include a proposed project management structure and organizational chart. Identify any portion of work that would be subcontracted. Include firm qualifications (brief) and key personnel, telephone number and contact person for all subcontractors. The Village reserves the right to approve or reject all p r o p o s e d consultants, internal staff performing consulting services, or sub-consultants.

Project Specific Approach and Methodology

Thoroughly describe your understanding of the project and describe your proposed technical and management approach. Expand on the scope of work, if appropriate, to accomplish the overall objective of this project, and provide suggestions which might enhance the results or usefulness of the project. Include assumptions about the number of meetings needed with Village staff to complete the Project. Provide an example of your typical reserve study format showing how M&R line items and associated costs would be presented. Include a schedule of work outlining what you are going to do, how you are going to do it, and why you are the best firm to conduct this assessment.

References

Provide a list of references and any sub-consultants, including the names, addresses and telephone numbers of recent clients for similar work completed. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved. List three to five distinct references.

Cost and Fee Structure

Provide cost proposal including cost and fee descriptions to perform the scope of services identified above. The cost proposal should be broken down by each Village facility and detailed by the major work elements including all anticipated reimbursement costs and fees, as well as the hourly rate of personnel expected to be utilized for the process.

GENERAL CONDITIONS

- The Village reserves the right to accept or reject all proposals, or any item or part thereof, or to waive any or all informalities or irregularities in proposals.
- The Village reserves the right to award only one or two of the three facilities for condition assessments.
- The Village reserves the right to withdraw or cancel this RFP at any time without prior notice, and the Village makes no representations that any contract will be awarded to any f i r m s .
- The Village reserves the right to postpone proposal openings for its own convenience.
- Proposals received by the Village are public information and must be made available

- to any person upon request.
- Submitted proposals are not to be copyrighted.
- The Village reserves the right to seek clarification of information submitted in response to this RFP.
- The Village reserves the right to modify the RFP as it deems necessary.
- Any material misrepresentations made by the firm(s) will void the proposal response and eliminate the firm(s) from further consideration.
- The Village shall not, in any event, be liable for any pre-contractual expenses incurred by firm(s) in the preparation of its proposal. Firm(s) shall not include any such expenses as part of its proposal. These expenses include:
 - Preparing its proposal in response to this RFP.
 - Submitting that proposal to the Village.
 - Negotiating with the Village any matter related to this proposal.
 - Any other expenses incurred by firm(s) prior to date of award, if any.
- All materials submitted become the property of the Village.
- From the date of this solicitation until a firm is selected and the selection is announced; the firm is not allowed to communicate for any reason with any Village Staff except through the person named herein for questions. For violation of this provision, the Village shall reserve the right to reject the proposal of that firm.
- Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date. Following the Proposal Due Date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The Village reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from any or all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the Village's Procurement Ordinance.
- The selected Consultant will be required to enter into a Professional Services Agreement with the Village of Lancaster including the Village's standard insurance requirements attached as Exhibit A.
- Proposals shall state any exceptions to or deviations from the requirements of this RFP. Where alternative approaches must be thoroughly explained and could be cause for rejection.

VILLAGE SELECTION PROCESS

The selection process will be by a small committee of individuals familiar with the Project as follows. Each proposal will be reviewed to ensure that the firm submitted a transmittal/cover letter, narrative proposal that is responsive to the Village's requirements as set forth herein, and a cost proposal. Failure to meet these requirements may be cause for rejection of a proposal. An evaluation committee will review all proposals received and

determine a ranking. The evaluation committee will evaluate proposals on various qualifications, including but not necessarily limited to:

- Knowledge and experience of key staff.
- Availability of key staff personnel and resources.
- Experience and demonstrated competence on similar projects.
- Demonstrated understanding of project scope and Village objectives.
- Technical approach and methodology as they relate specifically to achieving the Village objectives.
- Cost.

During the evaluation period, the Village may interview some or all of the proposing firms. The Village will establish a specific date to conduct interviews, and all prospective firm(s) will be asked to keep this date available. No other interview dates will be provided, therefore, if a firm(s) is unable to attend the interview on this date its proposal may be eliminated from further discussion. At the conclusion of the evaluation process, the evaluation committee may recommend to the Village Board, a firm(s) with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Village. The Village Board will review the evaluation committee's recommendation and make the final selection. The Village will notify all firms that submit Proposals of the evaluation results.

The final scope of work, schedule, and fee will then be negotiated based upon the documents and the needs of the Village. If an agreement cannot be reached between the Village and the firm in a reasonable amount of time, negotiations may begin with the next highest-ranking firm until an agreement is reached.

PROPOSAL SUBMISSION

Proposals are to be submitted in PDF format to Michael E. Stegmeier, Village Clerk-Treasurer, at mstegmeier@lancastervillageny.gov with "Municipal Buildings Condition Survey" in the email Subject line. Proposals must be received no later than 2:00 PM on Friday, October 17, 2025. Proposals received after that time will not be considered.

The anticipated schedule for the Project is as follows:

RFP Issued	September 23, 2025
Pre-Proposal Conference	October 2, 2025
Final date for inquiries	October 8, 2025
Proposal Due Date	October 17, 2025
Selection by Village	November 2025
Contract execution	November 2025
Project completion	March 2026