



# Village of Lancaster

## Audience Participation Guidelines

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

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

State your name and address.

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

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

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

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

**VILLAGE OF LANCASTER  
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Lancaster passed a resolution at their March 23, 2026 Village Board meeting to conduct a Public Hearing on Monday, April 13, 2026 at 7:15 p.m. in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York 14086, to consider the adoption of the proposed budget for the Village of Lancaster for fiscal year beginning June 1, 2026 and ending May 31, 2027.

The tentative budget was presented to the Village of Lancaster Board of Trustees on March 23, 2026, and a copy of said tentative budget is filed at the office of the Village Clerk-Treasurer and available on the Village website where it may be inspected by any interested person.

The annual compensation proposed to be paid to the Village Justice and each member of the Board of Trustees is as follows: Village Justice - \$19,380.00; Mayor - \$13,160.00; Deputy Mayor - \$1,800.00; and Trustee - \$10,100.00.

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

Michael E. Stegmeier  
Village Clerk-Treasurer



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, March 23, 2026, at 7:00 P.M.

**MEETINGS TO DATE**            **27**  
**NO. OF REGULARS**           **22**  
**NO. OF SPECIALS**           **5**

Attendance:		<u>Attended / Absent</u>
<b>William C. Schroeder</b>	<b>Mayor</b>	26 / 1
<b>Tammie E. Malone Schaefer</b>	<b>Trustee/ Deputy Mayor</b>	25 / 2
<b>John Mikoley</b>	<b>Trustee</b>	24 / 3
<b>Deirdre A. Miller</b>	<b>Trustee</b>	25 / 2
<b>Gavin J. O'Brien</b>	<b>Trustee</b>	27 / 0

Also Present:

<b>Arthur A. Herdzik</b>	<b>Village Attorney</b>
<b>Michael E. Stegmeier</b>	<b>Clerk-Treasurer</b>
<b>Eric Feldmann</b>	<b>Fire Chief</b>
<b>Thomas Kukoleca</b>	<b>Fire Chief – Assistant 9-2</b>
<b>Matthew Fischione</b>	<b>Town Code Enforcement Officer</b>
<b>Captain Jeff Smith</b>	<b>Town of Lancaster Police Department</b>
<b>Ryan Hadsall</b>	<b>Village Justice</b>

**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 March 9, 2026 regular meeting.

Adopted Resolution:    **415**                    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 3/10/2026 to 3/23/2026.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 62 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND</b> -----in the amount of	<b>\$</b>	190,803.73
<b>SEWER FUND</b> -----in the amount of	<b>\$</b>	9,842.60
<b>TRUST FUND</b> -----in the amount of	<b>\$</b>	--
<b>CAPITAL FUND</b> -----in the amount of	<b>\$</b>	24,762.07
<b>EQUIPMENT RESERVE</b> -----in the amount of	<b>\$</b>	--
<b>COMMUNITY DEVELOPMENT</b> -----in the amount of	<b>\$</b>	--
<b>SPECIAL REPAIR RESERVE FUND</b> ----in the amount of	<b>\$</b>	--
For the period from <b>2/24/2026</b> To <b>3/09/2026</b>		

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

General Fund checks # 94031 through # 94073  
Sewer Fund checks # 12378 through # 12383  
Capital Fund checks # 1970 through # 1973

Adopted Resolution: **416**                      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 February 18, 2026 – March 11, 2026

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

Adopted Resolution: **417**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,  
Miller, and O'Brien

2) Correspondence from Corey Damon providing a Special Events Application for a Bike to School Day event to be held on May 6, 2026 in the Village of Lancaster.

Motion by Trustee Malone Schaefer and seconded by Trustee Miller to place this event application into the Community Events Committee for further review.

Adopted Resolution: **418**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,  
Miller, and O'Brien

3) Correspondence from Arbor Day Foundation congratulating the Village of Lancaster for achieving 2025 Tree City USA status and receiving a Growth Award.

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

Adopted Resolution: **419**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,  
Miller, and O'Brien

4) Correspondence from Fire Chief Eric Feldmann requesting authorization to purchase 8 new fire pagers from Saia / Motorola Solutions on a NYS Contract # PT68722 in the amount of \$3,670.40 with funds available in budget line A3411.2604.

Motion by Mayor Schroeder and seconded by Trustee Miller to approve this purchase as presented.

Adopted Resolution: **420**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley,  
Miller, and O'Brien

**RESOLUTIONS:**

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to schedule the annual organizational meeting for the 2026-2027 official year in Council Chambers on Monday, April 13, 2026, at 6:00 p.m.

Adopted Resolution: **421** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to schedule a public hearing in Council Chambers on Monday, April 13, 2026, at 7:15 p.m. to consider public comments and feedback regarding the proposed budget for the 2026 – 2027 fiscal year.

Adopted Resolution: **422** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to approve the Arbor Day proclamation to designate Friday, April 24, 2026 as Arbor Day in the Village of Lancaster.

Adopted Resolution: **423** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Miller** and seconded by **Trustee Mikoley** to award the bid for the Pleasant Avenue Sewer Project for construction services to JMM Construction of WNY, Inc., in the amount of \$270,317.00, as the lowest responsible bidder per the review and recommendation of Watts Architects & Engineers.

Adopted Resolution: **424** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** to table the authorization to advertise for bids for the Lancaster Pocket Park Project pending additional information from LaBella Associates.

Adopted Resolution: **425** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to issue a Negative Declaration pursuant to SEQRA for the adoption of the Village of Lancaster & Village of Depew Comprehensive Plan Update.

Adopted Resolution: **426** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** to adopt the Village of Lancaster & Village of Depew Comprehensive Plan Update.

Adopted Resolution: **427** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** to accept and approve the following membership changes for the Lancaster Fire Department as approved at its Department meeting on March 10, 2026:

- John Robinson IV resigned from the Eagle Hose Company
- John Robinson III changed in status from Active to Inactive Life

Adopted Resolution: **428** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to authorize Mayor Schroeder to sign and approve the MS4 Annual Report Certification per the request from William Schutt.

Adopted Resolution: **429** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

**AUDIENCE PARTICIPATION:**

-none-

**PUBLIC HEARING @ 7:15 PM LOCAL LAW – ZONING SIGNAGE REGULATIONS**

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 will conduct a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, NY on Monday, March 23, 2026 at 7:15 P.M. to consider a local law which, if adopted, would:*

- 1) incorporate into §350-35 "Sign regulations" of Chapter 350 "Zoning" of the Lancaster Village Code, regulations relating to signage within the Lancaster Village MU-Core Zone District.*
- 2) incorporate into §350-35 "Sign regulations" of Chapter 350 "Zoning" of the Lancaster Village Code, provisions permitting common residential signage without requiring residents to undertake a permit process.*
- 3) eliminate the requirement that an application for a sign permit be accompanied by a bond or insurance certificate.*
- 4) add, revise and eliminate other provisions of the Village Code to accommodate the above referenced revisions.*

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

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

*Michael E. Stegmeier  
Village Clerk*

Audience Participation: -None-

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to close the public hearing at 7:17 p.m.

Adopted Resolution: **430** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** to adopt the local law as presented.

Adopted Resolution: **431** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

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

The Village Board has decided to continue with William Schutt & Associates for consultant engineering services. An agreement needs to be negotiated to define the terms of the services going forward.

**➤ PUBLIC WORKS – Trustee Mikoley**

No report.

**➤ PUBLIC SAFETY – Mayor Schroeder**

The Village was approached by the Town of Lancaster Police Department regarding the installation of a Flock drone to be housed on the roof of the Lancaster Municipal Building. Lieutenant Gunsher from the Town Police Department attended the work session and explained the need and purpose of the drone is to respond to emergency calls only and will not be used for surveillance. It is a “body camera in the sky” and he explained how the drone works when it is responding to incidents and how it assists other local agencies in emergency situations. There were concerns expressed by residents in attendance at the work session and Lieutenant Gunsher answered questions in response to these concerns.

It was decided that a work session will be held at a future meeting with Flock representatives available to answer questions. No action was taken at this meeting in regard to the installation of a drone at the Lancaster Municipal Building. It was also clarified that the only authority of the Village Board is for the use of the building roof to house the equipment. The Village has no authority over the use of the Flock drones which would be owned by the Town of Lancaster and could be housed at other locations not owned by the Village.

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

81 Fourth Avenue – Matt Fischione stated that the building is currently being monitored. He will take a closer look with the upcoming spring season and report back to the Board.

He is having discussions with the Historic Preservation Commission regarding the installation of new signage to distinguish the historic district from the rest of the village.

**➤ HUMAN RESOURCES – Trustee Malone Schaefer**

No report.

**➤ COMMUNITY EVENTS – Trustee Malone Schaefer**

No report.

**➤ ECONOMIC DEVELOPMENT – Mayor Schroeder**

He is working with the Chamber of Commerce to contact Ellicott Development for the possibility of leasing the parking lot space at Rite Aid for the cost of \$1 per year in return for maintenance and upkeep of the lot. This would provide additional parking spaces for the short-term future while the building remains vacant until a new owner takes over the property.

➤ **SEWER** – Trustee Mikoley

The Pleasant Avenue project was awarded tonight after five (5) bids were received and considered. The project kickoff will take place soon with Watts Engineers as the project consultant. The anticipated start date is shortly after the 4<sup>th</sup> of July parade with a 30-day construction period.

➤ **GRANTS** – Trustee O'Brien

Plum Bottom Creek Culvert Project

Construction is ongoing and is still anticipated to be completed in early April. An FHWA grant was received through the assistance of NYS DOT for Phase 2 of this project to complete the remaining work that was not covered through the BridgeNY grant.

USDA Forest Service & NYSDEC UCF Tree Planting Grants

Letters to homeowners about spring tree plantings were sent out for both of the tree grants. Plantings will happen at the end of next month.

Erie County Municipal Planning Grant – Comp Plan Updates

This item can be removed from committee with the adoption of the Plan this evening.

New York Forward Initiative

The senior housing project on Brookfield Place is not going forward. He is communicating with New York State regarding next steps to reallocate the funding.

NYS EFC Planning Grant – MS 2, 3 & 6 Investigations

RFQ responses were received. He will work with Trustee Mikoley on the process for determining selection of the engineering consultant.

TAP – Central Ave Streetscape Broadway to Walden

There was a meeting today to review feedback with the consultant. They are working on an updated design over the next few weeks. There will be additional meetings with the public and business owners before finalizing design for the project.

Lowe's Community Impact Grant

An application was submitted to this grant program for the Cayuga Creek Park Terrace Upgrades.

➤ **TECHNOLOGY & MARKETING** – Trustee Miller

No report.

➤ **CLIMATE SMART** – Trustee O'Brien

Amy Stypa attended a NEST meeting on March 19<sup>th</sup> and advised of a free paint collection event at Buffalo State on April 18<sup>th</sup>. Information on how to register for that event and what is accepted is available on the Village of Lancaster's website.

**DEPARTMENT HEAD REPORTS & FOLLOW UPS:**

➤ **SUPERINTENDENT OF PUBLIC WORKS** – Wayne Cisco (Absent)

No report.

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

Another budget work session will be needed to review salaries and a final review of the overall budget prior to its adoption for 2026-2027.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to schedule a budget work session in Council Chambers on Wednesday, April 15, 2026, at 4:00 p.m.

Adopted Resolution:     **432**                   Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

A letter was received from the Planning Commission Chairperson Mike Reinhold recommending approval of a Change in Use Application for Creative Photography at 11 West Main Street, Suite 550, following review by the Commission at its March 19, 2026 meeting.

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to approve the Change in Use Application for Creative Photography per the recommendation of the Planning Commission.

Adopted Resolution:     **433**                   Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

An owner grant agreement was received from LaBella Associates for the property at 25 Central Avenue. This is the last agreement that needs to be approved for projects awarded through the Small Projects Fund.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** authorizing Mayor Schroeder to sign and execute the Downtown Revitalization Initiative Program Participant Grant Agreement related to the completion of improvements for property located at 25 Central Avenue using funds to be provided through the New York Forward Initiative - Small Project Fund grant program being administered by the Village of Lancaster.

Adopted Resolution:     **434**                   Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

➤ **FIRE CHIEF** – Eric Feldmann

He reported 37 calls for February and 69 calls year-to-date.

A \$1,000 grant was received from FASNY to be used for Recruit NY social media posts.

He recognized members who received awards at the recent Erie County Firefighters Association Awards Banquet.

He thanked residents and the Village Board for approval of LOSAP upgrades at a vote earlier this month.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

No report.

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

No report.

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

No report.

**MISCELLANEOUS:**

-none-

**ADJOURNMENT:**

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to adjourn the meeting at 7:26 p.m.

Adopted Resolution: **435**

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

Respectfully submitted,

Michael E. Stegmeier  
Clerk-Treasurer

The special meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, March 30, 2026, at 4:00 P.M.

**MEETINGS TO DATE**           **28**  
**NO. OF REGULARS**           **22**  
**NO. OF SPECIALS**           **6**

Attendance:		<u>Attended / Absent</u>
William C. Schroeder (Absent)	Mayor	26 / 2
Tammie E. Malone Schaefer (Absent)	Trustee/ Deputy Mayor	25 / 3
<b>John Mikoley</b>	<b>Trustee</b>	25 / 3
<b>Deirdre A. Miller</b>	<b>Trustee</b>	26 / 2
<b>Gavin J. O'Brien</b>	<b>Trustee</b>	28 / 0

Also Present:  
-none-

---

**Trustee O'Brien led the pledge to the flag.**

**RESOLUTIONS:**

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to designate the Village of Lancaster as Lead Agency for SEQR review for the Lancaster Pocket Park Project.

Adopted Resolution:   **436**                   Ayes: Trustees Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Mikoley** to approve the solicitation of contractor bids for the Lancaster Pocket Park Project with a bid opening date on April 22, 2026.

Adopted Resolution:   **437**                   Ayes: Trustees Mikoley, Miller, and O'Brien

**ADJOURNMENT:**

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to adjourn the meeting at 4:40 p.m.

Adopted Resolution:   **438**                   Ayes: Trustees Mikoley, Miller, and O'Brien

Respectfully submitted,

Michael E. Stegmeier  
Clerk-Treasurer

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

March 24, 2026 to April 13, 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	\$ 172,583.93
SEWER FUND -----in the amount of	\$ 9,407.15
TRUST FUND -----in the amount of	\$
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 181,991.08**

For the period from March 11, 2026 to March 23, 2026

**MAYOR’S CERTIFICATION:**

I certify that the vouchers above were audited by the Village Treasurer and the Finance and Claims Committee in the amounts above. You are hereby authorized and directed to pay each of the claimants the amount opposite name.

Total Claims.....	<u>106</u>
General Fund Ck#.....	<u>94075-94134</u>
Sewer Fund Ck#.....	<u>12384-12389</u>
Trust Fund Ck#.....	_____
Capital Fund Ck#.....	_____
Community Development Fund Ck#	_____

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

# Abstract Summary of Funds

Board Meeting Date: April 13, 2026

	<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	\$ 79,236.16	\$ 1,568.38		
Prepays	\$ 100.00			
TASC	\$ 8,156.32			
Payroll Voucher 3/13/2026	\$ 78,942.08	\$ 7,281.72		
Fica Voucher 3/13/2026	\$ 6,149.37	\$ 557.05		
<b>TOTALS</b>	<b>\$ 172,583.93</b>	<b>\$ 9,407.15</b>	<b>\$ -</b>	<b>\$ -</b>

**TOTAL ALL FUNDS \$ 181,991.08**

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/18/2026

11:17 AM

Item Status	Purchase Types	Misc
Open: N Void: N Paid: N Held: N Aprv: N Rcvd: Y	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Format: Detail without Line Item Notes Include Non-Budgeted: Y Prior Year Only: N * Means Prior Year Line: Vendors: All

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

PO #	PO Date	Vendor	Contract	PO Type
26-01276	03/18/26	VILLA010	VILLAGE OFFICIALS ASSOCIATION	
1	3/19/26	MTG - SCHROEDER/OBRIEN	\$50.00	A -1210-470-000
2	3/19/26	MTG - SCHROEDER/OBRIEN	\$50.00	A -1010-470-000
			<u>\$100.00</u>	

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
1	\$50.00	A -1210-470-000	E	EXECUTIVE MAYOR - EXPENSES & R		03/18/26	03/18/26		MARCH
2	\$50.00	A -1010-470-000	E	BOARD OF TRUSTEES - EXPENSE / R		03/18/26	03/18/26		MARCH

Total Purchase Orders: 1 Total P.O. Line Items: 2 Total List Amount: \$100.00 Total Void Amount: \$0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	6-A	\$100.00	\$0.00	\$0.00	\$100.00
<b>Total Of All Funds:</b>		<u>\$100.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$100.00</u>
<b>Totals by Fund Fund Description</b>	<b>Fund</b>	<b>Expend Total</b>	<b>Revenue Total</b>	<b>G/L Total</b>	<b>Total</b>
	A	\$100.00	\$0.00	\$0.00	\$100.00
<b>Total Of All Funds:</b>		<u>\$100.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$100.00</u>

March 18, 2026  
11:37 AM

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Page No: 1

---

Batch Id: TASC      Batch Date: 03/11/26      Batch Type: Standard

---

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	Expenditure	HRA TRANSACTIONS PAID FEBRUARY 2026	8,156.32		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	8,156.32	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		8,156.32	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	8,156.32
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	1	

There are NO errors in this listing.

Batch Id: PAYROLL Batch Date: 03/13/26 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 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	1,959.32		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	5,718.16		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	7,633.28		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	2,818.06		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	8,291.14		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 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 3/13/2026 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 3/13/2026 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 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	7,608.58		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	13,149.65		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	12,619.56		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	102.75		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 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 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	3,219.81		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	813.74		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	4,940.10		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 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 3/13/2026 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 3/13/2026 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 3/13/2026 Cr: G -200-000 CASH	3,159.89		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: G -200-000 CASH	4,121.83		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 Cr: A -200-000 CASH	2,975.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		36
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 3/13/2026 Cr: A -200-000 CASH	21.06		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 3/13/2026 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 3/13/2026 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 3/13/2026 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 2/27/2026 Cr: A -200-000 CASH	2,626.54		41

WARNING: This account would have a negative balance: A -1620-100-000. Balance would be: 33,680.77-.

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	78,942.08	0.00	0.00	0.00	0.00	0.00
	G	7,281.72	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		86,223.80	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	86,223.80
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:	39	

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

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

March 18, 2026  
11:39 AM

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Page No: 1

---

Batch Id: FICA    Batch Date: 03/13/26    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 3/13/2026 Cr: A -200-000 CASH	6,149.37		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 3/13/2026 Cr: G -200-000 CASH	557.05		2

LANCASTER VILLAGE  
Expenditure Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,149.37	0.00	0.00	0.00	0.00	0.00
	G	557.05	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,706.42	0.00	0.00	0.00	0.00	0.00

Expenditures:	Entries	Amount
	2	6,706.42
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.



LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/24/2026  
12:25 PM

PO # PO Date Vendor

Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	Invoice
26-01284 03/19/26 APPLI010 APPLIED INDUSTRIAL TECH				Account Continued					
1 SHOP RESTOCK	\$95.28	A-5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI R		03/19/26	03/19/26		7034079807
26-01285 03/19/26 ASPOS005 ASPOSTO, CONNOR									
1 PLANNING COMMISSION - MEMBER	\$100.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME R		03/19/26	03/19/26		3/19/2026
26-01286 03/20/26 ERIE035 ERIE COUNTY GOVERNMENTS									
1 MARCH MTG- SCHROEDER/OBRIEN	\$65.00	A-1010-470-000	E	BOARD OF TRUSTEES - EXPENSE / R		03/20/26	03/20/26		MARCH 2026 MTG
2 MARCH MTG- SCHROEDER/OBRIEN	\$65.00	A-1210-470-000	E	EXECUTIVE MAYOR - EXPENSES & R		03/20/26	03/20/26		MARCH 2026 MTG
	<b>\$130.00</b>								
26-01287 03/20/26 BOYDS005 BOYD-SIMCOE, CAROL									
1 ELECTION INSPECTOR - LOSAP	\$175.00	A-1450-401-000	E	ELECTIONS - OFFICE SUPPLIES R		03/20/26	03/20/26		3/18/2026
26-01288 03/11/26 BUDZI010 BUDZINSKI, JEFFREY									
1 HPC - MEETING - HISTORIAN	\$100.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET. R		03/11/26	03/11/26		3/11/2026
26-01289 03/11/26 CAMPB010 SHERRY CAMPBELL									
1 HPC MEETING - MEMBER	\$100.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET. R		03/11/26	03/11/26		3/11/2026
26-01290 03/19/26 CARRI005 CARRICK, RYAN									
1 PLANNING COMMISSION - MEMBER	\$100.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME R		03/19/26	03/19/26		3/19/2026
26-01291 03/20/26 CHART005 CHARTER COMMUNICATIONS									
1 PHONES ALL LOCATIONS	\$128.83	A-1620-439-000	E	SHARED SERVICES - TELEPHONE R		03/20/26	03/20/26		063270401030126
2 PHONES ALL LOCATIONS	\$25.75	A-1621-439-000	E	NORTH END FIRE HALL - TELEPHO/ R		03/20/26	03/20/26		063270401030126
3 PHONES ALL LOCATIONS	\$77.28	A-1640-431-000	E	DEPT PUBLIC WORKS - TELEPHON/ R		03/20/26	03/20/26		063270401030126
	<b>\$231.86</b>								
26-01292 03/20/26 CHART005 CHARTER COMMUNICATIONS									
1 RECEIVERS/BASIC TV DPW	\$46.13	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL R		03/20/26	03/20/26		141774001030726
26-01293 03/11/26 CHAVE005 CHAVES YATES, CAITLIN									
1 HPC MEETING - MEMBER	\$100.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET. R		03/11/26	03/11/26		3/11/2026

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/24/2026  
12:25 PM

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
26-01294	03/19/26	COUNT010	COUNTY LINE STONE CO INC											
1			COLD PATCH FOR ROAD REPAIRS	E	\$306.69	A-5110-434-000	E	STREETS MAINT-PAVING & RECON:	R		03/19/26	03/19/26	1861	
26-01295	03/19/26	COUNT010	COUNTY LINE STONE CO INC											
1			PATCH	E	\$197.55	A-5110-413-000	E	STREETS MAINT-RESURFACING M/	R		03/19/26	03/19/26	1326	
26-01296	03/20/26	DELAG005	DELAGE LANDEN FINANCIAL SVC											
1			DOCUWEAR SOFTWARE APRIL 2026	E	\$710.00	A-1325-435-200	E	FINANCE TREASURER - SVC MAINT	R		03/20/26	03/20/26	596254459	
26-01297	03/20/26	DELAG005	DELAGE LANDEN FINANCIAL SVC											
1			DPW COPIER PMT 3/14-4/14 2026	E	\$277.99	A-5010-441-000	E	STREETS ADMIN-COMPUTER MAIN	R		03/20/26	03/20/26	596034820	
26-01298	03/17/26	DELFT005	DELFT PRINTING INC.											
1			DEC GRANT-LETTERS FOR TREES	E	\$320.37	A-8560-400-000	E	SHADE TREES-EDUCATIONAL MAT	R		03/17/26	03/17/26	26-42075	
26-01299	03/20/26	DELFT005	DELFT PRINTING INC.											
1			USDA GRANT LETTERS FOR TREES	E	\$293.42	A-8560-420-000	E	SHADE TREES-USDA TREE EQUITY	R		03/20/26	03/20/26	26-42074	
26-01300	03/20/26	DELFT005	DELFT PRINTING INC.											
1			2500 WINDOW ENVELOPES SEWER	E	\$329.74	G-8115-430-020	E	PRINTING - CTO	R		03/20/26	03/20/26	26-42058	
26-01301	03/18/26	DIVAL005	DIVAL SAFETY EQUIP. INC.											
1			SCBA TANK TESTING	E	\$764.70	A-3411-260-260	E	FIRE DEPT-SCBA BOTTLES	R		03/18/26	03/18/26	3900579	
2			SCBA TANK TESTING	E	\$611.76	A-3411-260-260	E	FIRE DEPT-SCBA BOTTLES	R		03/18/26	03/18/26	6893101	
					<b>\$1,376.46</b>									
26-01302	03/11/26	ECKER005	EMMA ECKERT											
1			HPC - MEMBER + SECRETARY DUTY	E	\$295.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R		03/11/26	03/11/26	3/11/2026	
26-01303	03/19/26	ERIEC045	ERIE COUNTY WATER AUTHORITY											
1			DPW- 6064978-8	E	\$36.00	A-1640-441-000	E	DEPT PUBLIC WORKS GARAGE-WA	R		03/19/26	03/19/26	1/31-2/28 2026	

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

PO # PO Date Vendor Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Revd Date	Chk/Void Date	Invoice
26-01304 03/19/26 EXCEL005 EXCELSIOR MANAGEMENT									
1 CPR/AED TRAINING DPW EMP.	\$525.60	A-5010-406-000	E	STREETS ADMINISTRATION-PROF	R	03/19/26	03/19/26		203675
26-01305 03/19/26 FERRY005 FERRY INC									
1 HOSE REPAIR/FEMALE VALVE SWPR	\$39.78	A-8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	03/19/26	03/19/26		80913
2 HOSE REPAIR/FEMALE VALVE SWPR	\$150.39	A-8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	03/19/26	03/19/26		80751
	<u>\$190.17</u>								
26-01306 03/19/26 FINGE005 FINGER LAKES / CASTLE									
1 SHOP RESTOCK	\$105.79	A-5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	03/19/26	03/19/26		939861
2 SHOP RESTOCK	\$105.77	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: T	R	03/19/26	03/19/26		939861
3 SHOP RESTOCK	\$105.77	A-8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	03/19/26	03/19/26		939861
4 SHOP RESTOCK	\$105.77	G-8120-453-000	E	SANITARY SEWERS-REPAIRS & MA	R	03/19/26	03/19/26		939861
	<u>\$423.10</u>								
26-01307 03/19/26 FLEET005 FLEET MAINTENANCE INC.									
1 REPAIR PART TRUCK 42	\$101.98	G-8120-453-000	E	SANITARY SEWERS-REPAIRS & MA	R	03/19/26	03/19/26		706260
26-01309 03/09/26 FRANK010 FRANKLIN BRONZE PLAQUES									
1 TREE PLAQUE - NANCY BEICKE	\$355.00	A-8560-440-000	E	SHADE TREES-MEMORIAL TREE PL	R	03/09/26	03/09/26		38004
26-01310 03/13/26 GISOM005 GISO, MARGARET									
1 FINGER PRINTING REIMBURSEMENT	\$92.50	A-1110-470-000	E	VILLAGE JUSTICE - EXPENSE AND	R	03/13/26	03/13/26		UZNY-6NGX69
26-01311 03/19/26 GRAND005 GRAND JUDE INC									
1 BACKFLOW PREV DPW/LMB/NEFH	\$105.00	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	03/19/26	03/19/26		65969
2 BACKFLOW PREV DPW/LMB/NEFH	\$105.00	A-1621-435-000	E	NORTH END FIRE HALL-CONTRACT	R	03/19/26	03/19/26		65969
3 BACKFLOW PREV DPW/LMB/NEFH	\$105.00	A-1620-435-000	E	SHARED SERVICES - CONTRACTU/	R	03/19/26	03/19/26		65969
	<u>\$315.00</u>								
26-01312 03/19/26 GUTHR005 GUTHRIE HELI-ARC, INC.									
1 REPAIR PART - SWEEPER	\$859.42	A-8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	03/19/26	03/19/26		23030

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/24/2026  
12:25 PM

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
26-01313	03/20/26	HANNA005 HANNAH, KIMBERLY				\$175.00	A -1450-401-000	E	ELECTIONS - OFFICE SUPPLIES	R	03/20/26	03/20/26		3/18/2026
26-01314	03/19/26	HEALT015 HEALTHWORKS - WNY LLP				\$237.00	A -5010-472-000	E	STREETS ADMIN-ALCOHOL & DRUG	R	03/19/26	03/19/26		543920
26-01315	03/20/26	INDEP005 INDEPENDENT HEALTH				\$757.88	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	03/20/26	03/20/26		APRIL 2026
26-01316	03/11/26	KACAL005 KACALA, JEANINE				\$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	03/11/26	03/11/26		3/11/2026
26-01318	03/11/26	JOSEP005 JOSEPH KEEFE, ESQ				\$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	03/11/26	03/11/26		3/11/2026
26-01319	03/20/26	KUZNI005 DIANE KUZNIK				\$175.00	A -1450-401-000	E	ELECTIONS - OFFICE SUPPLIES	R	03/20/26	03/20/26		3/18/2026
26-01320	03/11/26	MEYER005 MICHAEL MEYER				\$125.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	03/11/26	03/11/26		3/11/2026
26-01321	03/19/26	MILLE025 MILLER, SAMUEL				\$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	03/19/26	03/19/26		3/19/2026
26-01322	03/20/26	NAPAA010 NAPA AUTO PARTS				\$7.51	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	03/20/26	03/20/26		JAN/FEB 2026
						\$31.02	A -1640-453-000	E	DEPT PUBLIC WORKS - REPAIRS	R	03/20/26	03/20/26		JAN/FEB 2026
						\$253.80	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	03/20/26	03/20/26		JAN/FEB 2026
						\$811.75	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	03/20/26	03/20/26		JAN/FEB 2026
						\$1,371.51	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	03/20/26	03/20/26		JAN/FEB 2026
						\$1,560.88	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: T	R	03/20/26	03/20/26		JAN/FEB 2026
						\$406.14	A -8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT I	R	03/20/26	03/20/26		JAN/FEB 2026
						\$60.93	A -8560-452-000	E	SHADE TREES-TRUCK REPAIR & M.	R	03/20/26	03/20/26		JAN/FEB 2026

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

Contract PO Type

PO # PO Date Vendor

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-01322 03/20/26 NAPAA010 NAPAAUTO PARTS				Account Continued					
	<u>\$4,503.54</u>								
26-01323 03/19/26 NATIO015 NATIONAL FUEL									
1 DPW ACCT 3277341 02	\$3,252.00	A -1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R	03/19/26	03/19/26	2/6/26-3/10/26	
26-01324 03/19/26 NATIO015 NATIONAL FUEL									
1 NEFH ACCT 3277332 03	\$418.69	A -1621-440-000	E	NORTH END FIRE HALL - GAS	R	03/19/26	03/19/26	2/1/26-3/12/26	
26-01325 03/20/26 NICHT005 NICHTER, BARBARA									
1 ELECTION INSPECTOR - LOSAP	\$175.00	A -1450-401-000	E	ELECTIONS - OFFICE SUPPLIES	R	03/20/26	03/20/26	3/18/2026	
26-01326 03/19/26 NOCOE005 NOCO ENERGY CORP- FUELS									
1 DIESEL FUEL	\$317.93	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	03/19/26	03/19/26	SP13250913	
2 DIESEL FUEL	\$422.17	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	03/19/26	03/19/26	SP13250913	
3 DIESEL FUEL	\$253.07	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	03/19/26	03/19/26	SP13250913	
	<u>\$993.17</u>								
26-01327 03/19/26 NOCOE005 NOCO ENERGY CORP- FUELS									
1 BULK DIESEL FUELS AS NEEDED	\$59.76	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	03/19/26	03/19/26	SP13244120	
2 BULK DIESEL FUELS AS NEEDED	\$59.76	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	03/19/26	03/19/26	SP13244120	
3 BULK DIESEL FUELS AS NEEDED	\$59.75	A -7110-416-000	E	PARKS-GAS & OIL	R	03/19/26	03/19/26	SP13244120	
4 BULK DIESEL FUELS AS NEEDED	\$59.75	A -8160-416-000	E	REFUSE & GARBAGE-GASOLINE & OIL	R	03/19/26	03/19/26	SP13244120	
5 BULK DIESEL FUELS AS NEEDED	\$59.76	A -8170-416-000	E	STREET CLEANING-GASOLINE & OIL	R	03/19/26	03/19/26	SP13244120	
6 BULK DIESEL FUELS AS NEEDED	\$59.75	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	03/19/26	03/19/26	SP13244120	
7 BULK DIESEL FUELS AS NEEDED	\$59.75	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	03/19/26	03/19/26	SP13244120	
8 BULK DIESEL FUELS AS NEEDED	\$59.76	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	03/19/26	03/19/26	SP13244120	
	<u>\$478.04</u>								
26-01328 03/19/26 NOCOE005 NOCO ENERGY CORP- FUELS									
1 DIESEL FUEL	\$201.01	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	03/19/26	03/19/26	SP13255994	
2 DIESEL FUEL	\$269.65	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	03/19/26	03/19/26	SP13255994	
3 DIESEL FUEL	\$283.83	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	03/19/26	03/19/26	SP13255994	
4 DIESEL FUEL	\$166.66	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	03/19/26	03/19/26	SP13255994	
5 DIESEL FUEL	\$87.99	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	03/19/26	03/19/26	SP13255994	

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
26-01328		03/19/26 NOCOE005 NOCO ENERGY CORP- FUELS		Account Continued					
	<b>\$1,009.14</b>								
26-01329		03/19/26 NOCOE005 NOCO ENERGY CORP- FUELS							
1 UNLEADED FUEL	\$198.63	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	03/19/26	03/19/26		SP13259115
2 UNLEADED FUEL	\$386.28	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	03/19/26	03/19/26		SP13259115
3 UNLEADED FUEL	\$177.60	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	03/19/26	03/19/26		SP13259115
4 UNLEADED FUEL	\$187.08	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	03/19/26	03/19/26		SP13259115
	<b>\$949.59</b>								
26-01330		03/19/26 NOCOE005 NOCO ENERGY CORP- FUELS							
1 DIESEL FUEL	\$298.36	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	03/19/26	03/19/26		SP13262158
2 DIESEL FUEL	\$330.10	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL	R	03/19/26	03/19/26		SP13262158
	<b>\$628.46</b>								
26-01331		03/19/26 N0000015 NYSEG							
1 CENTRAL/PLEASANT	\$335.94	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	03/19/26	03/19/26		2/4/26-3/3/26
26-01332		03/19/26 N0000015 NYSEG							
1 CENTRAL/WMAIN	\$31.35	A -7550-400-000	E	CELEBRATIONS-CONTRACTUAL EX	R	03/19/26	03/19/26		2/4/26-3/3/26
26-01333		03/19/26 N0000015 NYSEG							
1 ST LTG R3	\$3,572.90	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	03/19/26	03/19/26		2/1/26-2/28/26
26-01334		03/19/26 N0000015 NYSEG							
1 34 CENTRAL-AVE	\$71.68	A -7550-400-000	E	CELEBRATIONS-CONTRACTUAL EX	R	03/19/26	03/19/26		2/4/26-3/3/26
26-01335		03/19/26 N0000015 NYSEG							
1 5 AURORA ST	\$175.63	A -8510-438-000	E	BEAUTIFICATION - CBD TREES / RE	R	03/19/26	03/19/26		2/4/26-3/3/26
26-01336		03/19/26 N0000015 NYSEG							
1 5386 BROADWAY	\$1,430.28	A -7110-441-000	E	PARKS-WATER	R	03/19/26	03/19/26		1/30/26-3/2/26
26-01337		03/19/26 N0000015 NYSEG							



LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/24/2026

12:25 PM

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
26-01347		SAIA COMMUNICATIONS INC		Account Continued				
1	\$337.50	A-3411-260-400	E	FIRE DEPT-MONITOR II PAGERS	R	03/18/26	03/18/26	802001889-1
26-01348		SAIA COMMUNICATIONS INC						
1	\$796.07	A-5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT.	R	03/19/26	03/19/26	802001783-1
26-01349		SITE ONE LANDSCAPE SUPPLY, LLC						
1	\$444.93	A-5132-200-000	E	SNOW SHOVELS/PUSHERS/GRASS SD	R	03/19/26	03/19/26	162750314-001
2	\$210.00	A-8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	03/19/26	03/19/26	163299496-001
	<b>\$654.93</b>							
26-01350		SMG-BATAVIA, LLC						
1	\$111.95	A-1325-430-000	E	FINANCE TREASURER - PRINTING	R	03/20/26	03/20/26	TQMLV3QU-0015
26-01351		STAPLES BUSINESS CREDIT						
1	\$35.39	A-8090-401-000	E	ENVIRONMENTAL - OFFICE SUPPLI	R	03/19/26	03/19/26	6056726481
26-01352		STONEBRAKER, NANCY						
1	\$100.00	A-7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	03/11/26	03/11/26	3/11/2026
26-01353		STATE INDUSTRIAL PRODUCTS						
1	\$272.84	A-1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL	R	03/19/26	03/19/26	904133940
26-01354		STYPA, AMY						
1	\$81.52	A-8090-435-000	E	ENVIRONMENTAL - CONTRACTUAL	R	03/17/26	03/17/26	2025-2026
26-01355		SUTPHEN CORPORATION						
1	\$1,408.78	A-3411-479-000	E	FIRE DEPT-YRLY SVC & CERTIF/INS	R	03/18/26	03/18/26	50011653
26-01356		SUTPHEN CORPORATION						
1	\$908.26	A-3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	03/19/26	03/19/26	40083346
26-01357		GLENN TANNER						
1	\$200.00	A-1450-401-000	E	ELECTIONS - OFFICE SUPPLIES	R	03/20/26	03/20/26	3/18/2026

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/24/2026  
12:25 PM

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
26-01358 03/20/26 TANNE005 KAREN TANNER									
1 ELECTION INSPECTOR - CHAIR	\$200.00	A-1450-401-000	E	ELECTIONS - OFFICE SUPPLIES	R	03/20/26	03/20/26		3/18/2026
26-01359 03/23/26 TOLLS005 TOLLS BY MAIL									
1 LFD 9-3 TOLLS	\$7.46	A-3411-472-000	E	FIRE DEPT-EXPENSE/TRAVEL -INSF	R	03/23/26	03/23/26		20047378252
26-01360 03/20/26 VERIZ010 VERIZON WIRELESS									
1 PHONES FEBRUARY 2026	\$65.61	A-1010-485-000	E	BOARD OF TRUSTEES - CELL PHOT	R	03/20/26	03/20/26		6137381357
2 PHONES FEBRUARY 2026	\$31.25	A-1325-485-000	E	FINANCE TREASURER - CELL PHOT	R	03/20/26	03/20/26		6137381357
3 PHONES FEBRUARY 2026	\$31.25	A-1640-485-000	E	DEPT PUBLIC WORKS GARAGE-CE	R	03/20/26	03/20/26		6137381357
4 PHONES FEBRUARY 2026	\$69.24	A-3990-476-000	E	DISASTER PREP-MOBILE PH & DAT.	R	03/20/26	03/20/26		6137381357
5 PHONES FEBRUARY 2026	\$303.92	A-3411-485-000	E	FIRE DEPT - CELL PHONES / DATA	R	03/20/26	03/20/26		6137381357
6 PHONES FEBRUARY 2026	\$40.00	A-8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	03/20/26	03/20/26		6137381357
7 PHONES FEBRUARY 2026	\$37.99	G-8115-485-000	E	ADMINISTRATION-CELL PHONE	R	03/20/26	03/20/26		6137381357
	<b>\$579.26</b>								
26-01361 03/20/26 WESTE005 WESTERN NY STORMWATER									
1 CISCO,MARINO,SEELIG 2026 REG.	\$405.00	G-8115-471-000	E	ADMINISTRATION-TRAINING	R	03/20/26	03/20/26		WNYSC 033126
26-01362 03/18/26 WITME005 WITMER PUBLIC SAFETY GROUP									
1 VARIOUS REWARD PROGRAM PURCH.	\$26.83	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV850992
2 VARIOUS REWARD PROGRAM PURCH.	\$225.00	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV851014
3 VARIOUS REWARD PROGRAM PURCH.	\$88.42	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV852087
4 VARIOUS REWARD PROGRAM PURCH.	\$98.17	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV852202
5 VARIOUS REWARD PROGRAM PURCH.	\$92.97	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV852859
6 VARIOUS REWARD PROGRAM PURCH.	\$156.98	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV853549
7 VARIOUS REWARD PROGRAM PURCH.	\$18.02	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV854070
8 VARIOUS REWARD PROGRAM PURCH.	\$125.00	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV854084
9 VARIOUS REWARD PROGRAM PURCH.	\$86.10	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV854084
10 VARIOUS REWARD PROGRAM PURCH.	\$41.28	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV856185
11 VARIOUS REWARD PROGRAM PURCH.	\$91.93	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV856631
12 VARIOUS REWARD PROGRAM PURCH.	\$166.75	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV856843
13 VARIOUS REWARD PROGRAM PURCH.	\$42.81	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R	03/18/26	03/18/26		INV8577538

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

03/24/2026  
12:25 PM

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
26-01362 03/18/26 WITME005 WITMER PUBLIC SAFETY GROUP				Account Continued					
14 VARIOUS REWARD PROGRAM PURCH.	\$91.52	A-3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT R		03/18/26	03/18/26		INV858735
	<u>\$1,351.78</u>								
26-01363 03/20/26 WMSCH005 WM SCHUTT & ASSOCIATES, PC									
1 PROF SVCS ENDING 2/28/2026	\$14,734.22	A-1010-435-900	E	BOARD OF TRUSTEES - ENGINEER R		03/20/26	03/20/26		35488
26-01364 03/19/26 WOODC005 WOODCUTTERS HEADQUARTERS INC.									
1 TREE CREW SUPPLIES	\$128.45	A-8560-250-000	E	SHADE TREES-OTHER EQUIPMENT-s R		03/19/26	03/19/26		5224212

**Total Purchase Orders: 86 Total P.O. Line Items: 143 Total List Amount: \$80,804.54 Total Void Amount: \$0.00**

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	6-A	\$79,236.16	\$0.00	\$0.00	\$79,236.16
	6-G	\$1,568.38	\$0.00	\$0.00	\$1,568.38
<b>Total Of All Funds:</b>		<b>\$80,804.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$80,804.54</b>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	\$79,236.16	\$0.00	\$0.00	\$79,236.16
	G	\$1,568.38	\$0.00	\$0.00	\$1,568.38
<b>Total Of All Funds:</b>		<b>\$80,804.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$80,804.54</b>

# LISTED CORRESPONDENCE

April 13, 2026

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.			Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, open complaints, inspections, and expired permits that were filed for properties within the Village of Lancaster from March 18, 2026 – April 1, 2026.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.			Correspondence from NYS Homes and Community Renewal’s Pro-Housing Community Program Team providing notice that the Village of Lancaster’s 2025 Technical Assistance to Grow (TAG) application was not awarded for funding through the Pro-Housing Communities Program.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.			Correspondence from Roman and Mariia Husak, owners of 25 Brady Avenue, requesting to purchase land owned by the Village of Lancaster adjacent to their property for the purpose of building a driveway.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.			Correspondence from Lancaster Youth Bureau providing a Special Events Application for a Community Color Run event to be held on June 6, 2026 from 11:00 a.m. to 2:00 p.m. on streets within the Village of Lancaster.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.			Correspondence from Thomas Snider, Kushmart, providing a Special Events Application for its Spring Open House and Customer Appreciation event to be held on April 20, 2026 from 3:00 p.m. to 8:00 p.m. at its location at 5211 Broadway in the Village of Lancaster.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.			Correspondence from Lancaster Fire Department Protective Hose Company providing a Special Events Application for its Drive Through Chicken BBQ event to be held on May 3, 2026 from 12 Noon to 6:00 p.m. at the Lancaster Municipal Building parking lot.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
7.			Correspondence from Lancaster Fire Department providing a Special Events Application for its annual Ceremonial Inspection to be held on May 17, 2026 from 9:00 a.m. to 10:00 a.m. beginning at Firefighters Park.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
8.			Correspondence from Julie Curtis, Lancaster Beautification Committee, providing a Special Events Application for its Gala in the Village Gardens event to be held on August 28, 2026 from 6:30 p.m. to 9:00 p.m. at 10 West Main Street.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	

# LISTED CORRESPONDENCE

April 13, 2026

9.			Correspondence from Thomas Zielinski, Gone Tiki LLC, providing notification of renewal of an adult-use retail dispensary license application for its business (High Tide) located at 1829 Como Park Boulevard.
	ACTION -	Rec/File Refer to:	
10.			Correspondence from DPW Superintendent Cisco requesting approval to send four (4) employees to the 2026 Electrical Hazard Awareness Training workshop on May 7, 2026 in Rochester, NY.
	ACTION -	Rec/File Refer to:	
11.			Correspondence from Frances Stern, NYS Historic Preservation Office, providing a summary of findings from a performance evaluation of the Village of Lancaster's Certified Local Government (CLG) program as required every four (4) years and indicating that all standards are being met and there are no major deficiencies noted at this time.
	ACTION -	Rec/File Refer to:	
12.			
	ACTION -	Rec/File Refer to:	
13.			
	ACTION -	Rec/File Refer to:	
14.			
	ACTION -	Rec/File Refer to:	
15.			
	ACTION -	Rec/File Refer to:	

AGENDA # 1  
CORRESPONDENCE  
MEETING DATE 4/13/2026

## VILLAGE COVER SHEET

APRIL 6, 2026 BOARD MEETING

PERMITS ISSUED 17

**VILLAGE PERMIT TOTAL**

ERECT PORCH/PORCH COVER	1
INSTALL FENCE	6
ERECT SHED	1
INSTALL ROOF	6
ERECT DECK	1
INSTALL RESIDENTIAL PLUMBING	1
ERECT RESIDENTIAL ADD/ALT	1
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>17</b>

Superior Decks & Gazebos	26 Drullard Ave E.	Deck
Stellar Roofing	71 Caswell St.	Roof
Old Style Craftsmen, Inc.	69 Livingston St.	Residential Alt/Add.
Christopher Spengler	64 Burwell Ave.	Fence
Christopher Spengler	64 Burwell Ave.	Shed
Daniel McDowell	26 Elm Pl.	Porch/Porch Cover
Crist Construction	52 Grant St.	Roof
Marco Laurienzo	58 Oxford Ave.	Fence
Highland Contractors of WNY	87 4 <sup>th</sup> Ave.	Roof
Sandra Waldowski	101 Kurtz Ave.	Fence
Edward Skulski	103 Southwest Pkwy	Fence
Muhammad Riaz Khan	144 4 <sup>th</sup> Ave.	Fence
Castle Home Improvement	156 6 <sup>th</sup> Ave.	Roof
Castle Home Improvements	5286 Broadway	Roof
Peter Stanek	66 Irwinwood Rd.	Fence
Franks Basement Systems	41 Lombardy St.	Residential Plumbing
Besroi Construction	1817 Como Park Blvd.	Roof

Town of Lancaster

# Expired Permits Report

03/18/2026 - 04/01/2026

Permit #	Location	Description of Work	Permit Date	Exp. Date
P-2025-37790	286 Aurora St	Roof- Complete tear off and replacement as per contract	03/18/2025	03/18/2026
P-2025-37791	1817 Como Park Blvd	Temp Sign from 3/18/25-4/18/25, sign not to be in the right of way	03/18/2025	03/18/2026
P-2025-37799	2000 Commerce Pkwy W	Sign- Replacement of existing sign as shown on scope of work and on plot plan	03/21/2025	03/21/2026
P-2025-37821	118 Garfield St	Hang sewer install as shown on scope of work and drawing	03/27/2025	03/27/2026
P-2025-37828	99 Sawyer Ave	Interior Repair and Renovation to a single family residence as shown on construction drawings in response to Complaint #2024-0248.	03/28/2025	03/28/2026
P-2025-37841	3 Stephens Ct	10' x 14' shed located 5' from side PL.	04/01/2025	04/01/2026
P-2025-38645	Kelsey & Andrew Gibson 14 Wilkshire Pl	dumpster placed on driveway for clean out	09/26/2025	03/26/2026

**Total Expired Permits: \_\_\_\_\_ 7**

## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 03/18/26</i>						
2026-0174	234 Aurora St	115.11-3-15	Misc	Open	Robert Wutz	
2026-0178	31 School St	104.75-4-15	Work w/out Permit	Open	Peter Haen	
				<b>Open Date: 03/18/26 Total #: 2</b>		
<i>Open Date: 03/21/26</i>						
2026-0186	25 Saint Marys St	104.19-1-5	Fire Call Out	Open	Kathleen Sardina	
				<b>Open Date: 03/21/26 Total #: 1</b>		
<i>Open Date: 03/23/26</i>						
2026-0191	47 Saint John St	104.19-5-28.1	Fire Call Out	Open	Danielle Weber	
				<b>Open Date: 03/23/26 Total #: 1</b>		
<i>Open Date: 03/25/26</i>						
2026-0196	Papa's Pizza Oven, 155 Lake Ave	115.08-1-9	Misc	Open		
				<b>Open Date: 03/25/26 Total #: 1</b>		
<i>Open Date: 03/26/26</i>						
2026-0197	42 Newell Ave	104.15-9-14	Trash/Rubbish	Open	Melody Haaf	
				<b>Open Date: 03/26/26 Total #: 1</b>		
<i>Open Date: 03/27/26</i>						
2026-0198	272 Central Ave	104.50-2-2	Exterior Property Maint	Open	Michael Trojanowsky	
2026-0199	5302 Broadway St	104.19-3-2	Misc	Open	Murray Towle	Isiah Morgan
				<b>Open Date: 03/27/26 Total #: 2</b>		
<i>Open Date: 04/01/26</i>						
2026-0203	11 W Main St	104.74-4-12.1	Exterior Property Maint	Open	Plum Bottom Creek Prop LLC	
2026-0204	80 6th Ave	115.12-7-40	Exterior Property Maint	Open	Joseph Vogl	
				<b>Open Date: 04/01/26 Total #: 2</b>		
				<b>Grand Total: 10</b>		

Town of Lancaster

# Inspections Report

Start Date: 03/18/2026 End Date: 04/01/2026

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 200 (Suite 200)	Edward Jones Financial 716-681-4786	03/18/2026	Business - 3 yr	Ronald Capozzi	Pass
104.15-2-8	129 Laverack Ave (Carousel Academy)	Carousel Academy 716-683-6522	03/19/2026	Assembly- 1 yr	Ronald Capozzi	Pass
104.15-2-8	129 Laverack Ave (Our Lady of Pompeii School)	Our Lady Of Pompeii R C 716-683-6574	03/19/2026	Assembly- 1 yr	Ronald Capozzi	Pass
104.15-2-8	129 Laverack Ave	Our Lady Of Pompeii R C	03/19/2026	Assembly- 1 yr	Ronald Capozzi	Pass
<b>Total Inspections:</b>					<b>4</b>	



# Homes and Community Renewal

Division of Housing  
and Community  
Renewal

LISTED # 2  
RESPONSE  
RECEIVED DATE 4/13/2026

KATHY HOCHUL

Governor

RUTHANNE VISNAUSKAS

Commissioner/CEO

March 20, 2026

VIA ELECTRONIC MAIL: NO HARD COPY TO FOLLOW

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

On behalf of New York State Homes and Community Renewal's Pro-Housing Community Program (PHC), thank you for your community's application to the 2025 Technical Assistance to Grow Pro-Housing Communities Program funding. HCR has thoroughly reviewed the applications received to determine the awardees and this application was not selected for funding in this round.

Although HCR is unable to provide funding at this time, the village of Lancaster is encouraged to submit an application when future funding is made available. Applicants not selected for funding are encouraged to join the below informational session or request an application review with program staff. The review will provide feedback on the application, as well as guidance and recommendations for improvements.

**Informational session:**

Date: Tuesday March 24<sup>th</sup>

Time: 1-2 pm

Link to register: [https://meetny-](https://meetny.gov)

[gov.webex.com/webex/register/rfaf14a5ab00ac9f607632fe1c5845afe](https://meetny.gov/webex.com/webex/register/rfaf14a5ab00ac9f607632fe1c5845afe)

Thank you again for the application. We look forward to continuing our partnership with the village of Lancaster and the PHC program.

Sincerely,

The Pro-Housing Community Program team

[prohousing@hcr.ny.gov](mailto:prohousing@hcr.ny.gov)

Lancaster Village Board  
5423 Broadway St  
Lancaster, NY 14086

LISTED # 3  
CORRESPONDENCE  
MEETING DATE 4/13/2026

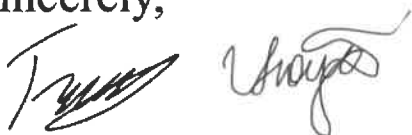
Dear Village Board Members,

This letter is a proposal to purchase land parcel currently owned by the village adjacent to our property at 25 Brady Ave Lancaster, NY with both marked by the red dots on the attached village map. We would like to purchase this village land parcel for the purposes of building a driveway which our current property does not have. Our current property line stops almost immediately at the edge of the house and thus there is no potential space to install a driveway. We purchased our property at 25 Brady Ave in August 2024 and it has been very difficult with the parking of vehicles especially in the winter when street parking is not allowed.

In addition, we have 3 children and the current backyard is extremely small for them to play in. It would really be to their benefits to have more outdoor space for development and recreational activities.

Please advise if the village would be open to entertain our land purchase proposal and what is needed from us for the next steps in the process. We sincerely appreciate your time and attention to this matter and are looking forward to hearing back from you very soon.

Sincerely,



Roman and Mariia Husak  
Owners of 25 Brady Ave.



## Nicole Kisiel

---

**From:** Гусак Роман <romangusak2910@gmail.com>  
**Sent:** Wednesday, March 25, 2026 3:35 PM  
**To:** Nicole Kisiel  
**Subject:** Re: 25 Brady



**Caution:** External (romangusak2910@gmail.com)

First-Time Sender [Details](#)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#)

Good Afternoon Nicole,

Thank you again so much for all of your help regarding my village land purchase proposal. Please see the attached letter as well as the map that you provided marked with red circles for properties in question as it is referenced by the letter.

Please pass this on to the village board for consideration at the next meeting. Let me know if there is anything else is needed and what the ultimate decision will be. Sincerely appreciate your time and efforts on this matter.

Thanks,  
Roman

LISTED # 4  
CORRESPONDENCE  
MEETING DATE 4/13/2026

# Village of Lancaster, New York

## Village Code Chapter 285 Special Events Application

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

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

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

Event Name: <i>Community Color Run</i>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <i>Color Run/walk</i>	
Event Date(s): <i>6/6/26</i>	Event Time(s): <i>11:00 AM - 2:00 PM</i>
Applicant Name: <i>Lancaster Youth Bureau</i>	Event Location: <i>Lancaster Youth Bureau</i>
Individual/Group/Corporation Name Holding Event: <i>Lancaster Youth Bureau</i>	Village Property Affected (If Applicable): <i>See attached map</i>
Applicant Address, City, State, Zip:	Support Services Requested of the Village (If Applicable):
Applicant Email:	Applicant Phone:

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
<i>George Brimmer</i>	<i>gbrimmer@lancaster-schuls.org</i> <i>716-225-9460</i>	<i>6/6/26 10:00 AM - 3:00 PM</i>

Anticipated Peak Attendance Number: <i>200</i>	Anticipated Age Range of those in Attendance: <i>10-18</i>
Will Alcohol be consumed? Applicant must comply with Village Code Section 85-3 "Alcoholic Beverages" <i>No</i>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <i>No</i>

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

No

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

Yes, exception to Regulation L if applicable

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

N/A

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

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

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

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

Date:



3/19/20

- Post review disposition:  Village Board approved.  
 Village Board not approved.  
 Applicant advised of Village Board determination: \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_\_.  
 Village Board approved with attached statement of conditions imposed.



LISTED # 5  
CORRESPONDENCE  
MEETING DATE 4/13/2026

## Village of Lancaster, New York

# Village Code Chapter 285 Special Events Application

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

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

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

Event Name: <p style="text-align: center;">Spring Open House and Customer Appreciation</p>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <p style="text-align: center;">Other/ Business Open House/Promotional Event</p>	
Event Date(s): April 20 2026	Event Time(s): 3p.m-8p.m.
Applicant Name: Thomas Snider	Event Location: 5211 Broadway
Individual/Group/Corporation Name Holding Event: <p style="text-align: center;">Kush Mart</p>	Village Property Affected (If Applicable) <p style="text-align: center;">N/A</p>
Applicant Address, City, State, Zip: <p style="text-align: center;">5211 Broadway Lancaster, New York 14086</p>	Support Services Requested of the Village (If Applicable) <p style="text-align: center;">N/A</p>
Applicant Email: kushmartlancaster@gmail.com	Applicant Phone 716.364.2469

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
Thomas Snider	sydwywh@yahoo.com 716.364.2469	9 a.m - 9 p.m.
Bri Forgie	kushmartlancaster@gmail.com 716.909.5671	3 p.m. - 8 p.m.

Anticipated Peak Attendance Number: <p style="text-align: center;">150</p>	Anticipated Age Range of those in Attendance: <p style="text-align: center;">21 and up allowed in store</p>
Will Alcohol be consumed? Applicant must comply with Village Code Section 85-3 "Alcoholic Beverages" <p style="text-align: center;">No</p>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <p style="text-align: center;">Yes. Tim Britt on stage 3:30 pm - 5 p.m. Mayday Buffalo on stage 6 p.m.-8 p.m.</p>

<p><b>Will Animals be part of the event? If so provide particulars.</b></p> <p style="text-align: center;">No</p>	
<p><b>Will Food Trucks be part of the event? If so and an exception to any regulation set forth in §209-8 of Village Code Chapter 209 "Mobile Food Vending" (see: <a href="https://lancastervillageny.gov">https://lancastervillageny.gov</a>) will be requested of the Village Code Enforcement Officer, identify by section number each regulation for which an exception will be requested.</b></p> <p style="text-align: center;">Yes. Big Pappas Creamery, Fudds House of Munch, Coyote Cafe</p>	
<p><b>If the event is what is commonly referred to as a block party: 1) identify by names and addresses block neighbors who have been advised of the proposed block party, 2) state either that no block neighbors have expressed opposition to the proposed block party or 3) separately identify by names and addresses block neighbors who have expressed opposition to the proposed block party.</b> This event is not a block party; it is a Business Open House, designed to celebrate our peak sales day. The primary goal is to drive foot traffic into our storefront and the surrounding Village businesses. The event encourages "Flow Through" traffic. Patrons typically visit for 20-45 minutes to browse shop and move on to other Village destinations. No fixed seating to prevent "loitering" and overcrowding. A significant portion of our base customer are walking Village residents reducing vehicle parking. By having the Open House on a Monday we are utilizing a day with lower than average traffic volume in the Village ensuring we do not conflict with heavy weekend commerce</p>	
<p><b>If applicable respond to (a) through (h) below and attach a map or sketch depiction:</b></p>	
<p><b>(a) Location of Parking Facilities indicating number of parking spaces being provided for:</b></p> <p style="text-align: center;">Attached Map</p>	
<p><b>(b) Please explain Additional Traffic Control measures that will be undertaken to deal with traffic over/above the Parking Facilities explained in (a) above:</b></p> <p style="text-align: center;">We will have 2 designated staff members in High Visibility vests monitoring the entrance and parking area to ensure pedestrian safety and to prevent any double parking or obstruction of the public right of way</p>	
<p><b>(c) Location of Trash Facilities:</b></p> <p style="text-align: center;">Denoted by an X on attached map</p>	
<p><b>(d) Location of Water Facilities:</b></p> <p style="text-align: center;">Denoted by O on attached map</p>	
<p><b>(e) Location of Electrical Facilities:</b></p> <p style="text-align: center;">Denoted by SQUARE on attached map</p>	
<p><b>(f) Location of Toilet Facilities including location of Porta-Toilets:</b></p> <p style="text-align: center;">Denoted by ARROW DOWN on attached map</p>	
<p><b>(g) Location of Entrances where public is to enter and exit site:</b></p> <p style="text-align: center;">Denoted by OPPOSING HORIZONTAL ARROWS on attached map</p>	
<p><b>(h) Location of Vendor Facilities including booths and food service:</b></p> <p style="text-align: center;">Denoted by O/ on attached map</p>	
<p><b>(If Applicable) Organization providing Security:</b></p> <p style="text-align: center;">N/A</p>	<p><b>(If Applicable) Number of Security Personnel:</b></p> <p style="text-align: center;">N/A</p>
<p><b>Signature of Applicant:</b></p>	<p><b>Date:</b></p> <p style="text-align: center;">4.2.2026</p>

Post review disposition:  Village Board approved.  
 Village Board not approved.  
 Applicant advised of Village Board determination: \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_\_.  
 Village Board approved with attached statement of conditions imposed.

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

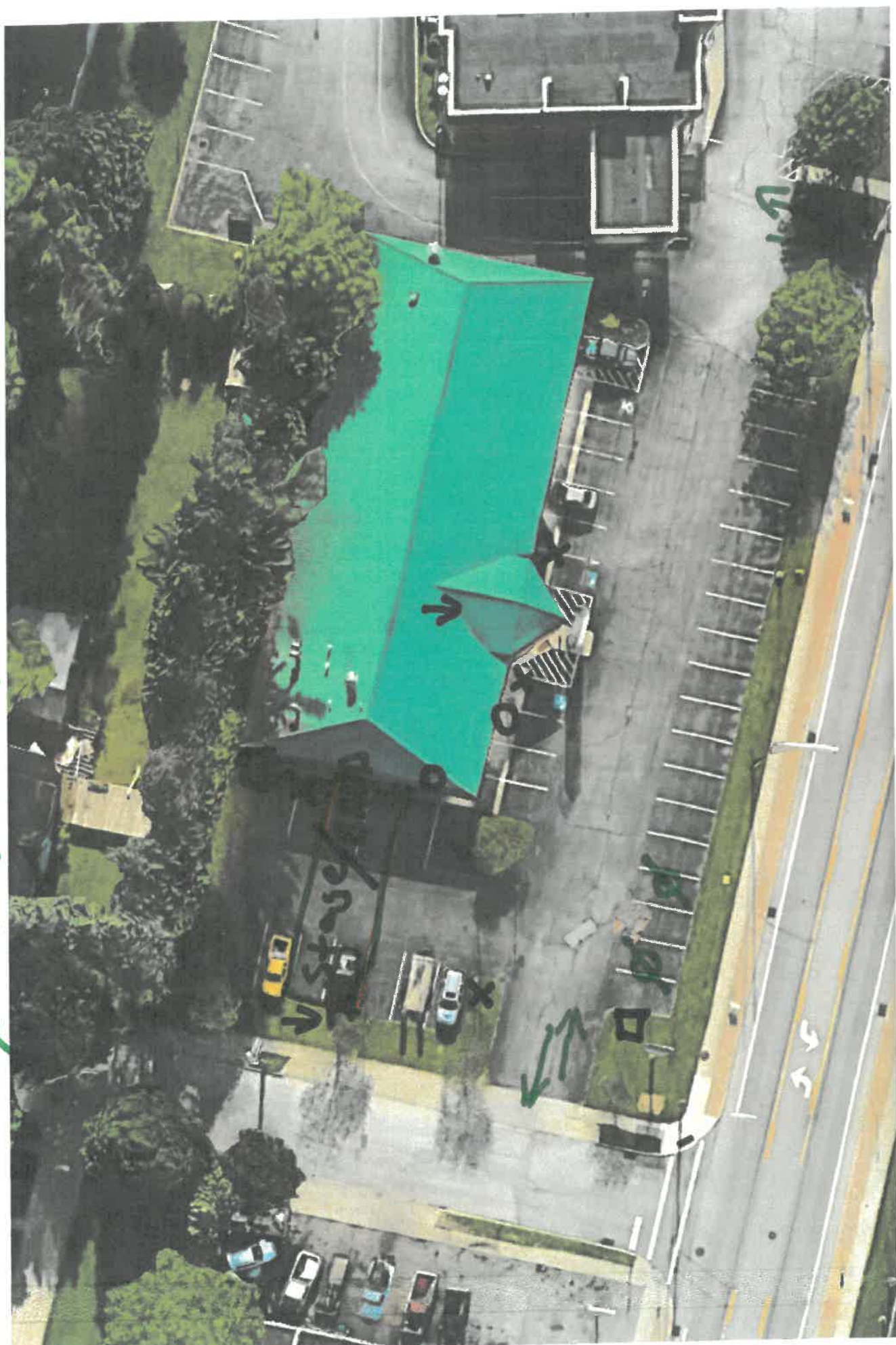
File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

File Edit View Add Tools Help

X = Train 0 = Water = 0 Jeta = 0 :rtarj = 0



Wros 1 roof = 0

LISTED # 6  
 CORRESPONDENCE  
 MEETING DATE 4/13/2026

**Village of Lancaster, New York**  
**Village Code Chapter 285 Special Events Application**  
 Municipal Building • 5423 Broadway • Lancaster, NY 14086 • (716) 683-2105

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

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

<b>Event Name:</b> Protective Hose Company Drive Through Chicken BBQ	
<b>Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.):</b> Chiavetta's Chicken BBQ	
<b>Event Date(s):</b> 5-3-26	<b>Event Time(s):</b> Noon - 6:00PM or Sold Out
<b>Applicant Name:</b> Thomas Kukoleca	<b>Event Location:</b> 5423 Broadway Parking Lot
<b>Individual/Group/Corporation Name Holding Event:</b> Protective Hose Company (Lancaster Fire Dept)	<b>Village Property Affected (If Applicable)</b> Municipal Building parking lot
<b>Applicant Address, City, State, Zip:</b> 5423 Broadway, Lancaster, 14086	<b>Support Services Requested of the Village (If Applicable)</b> Protective Hose Company will provide traffic control
<b>Applicant Email:</b> tkukoleca@lancasterfd.org	<b>Applicant Phone</b> 716-997-5468

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

<b>"In charge person":</b>	<b>Contact cell and email:</b>	<b>Date &amp; Time(s) On-Premise at Event:</b>
Thomas Kukoleca	716-997-5468 tkukoleca@lancasterfd.org	8:00AM - 6:00PM
<b>Anticipated Peak Attendance Number:</b> 40-50		<b>Anticipated Age Range of those in Attendance:</b> 1 - 30
<b>Will Alcohol be consumed?</b> No		<b>Will there be Amplified Sound or Music? If so, provide particulars including hours:</b> No

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

No

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

No

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

No

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

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

N/A

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

N/A

(c) Location of Trash Facilities:

N/A

(d) Location of Water Facilities:

N/A

(e) Location of Electrical Facilities:

N/A

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

N/A

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

N/A

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

N/A

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

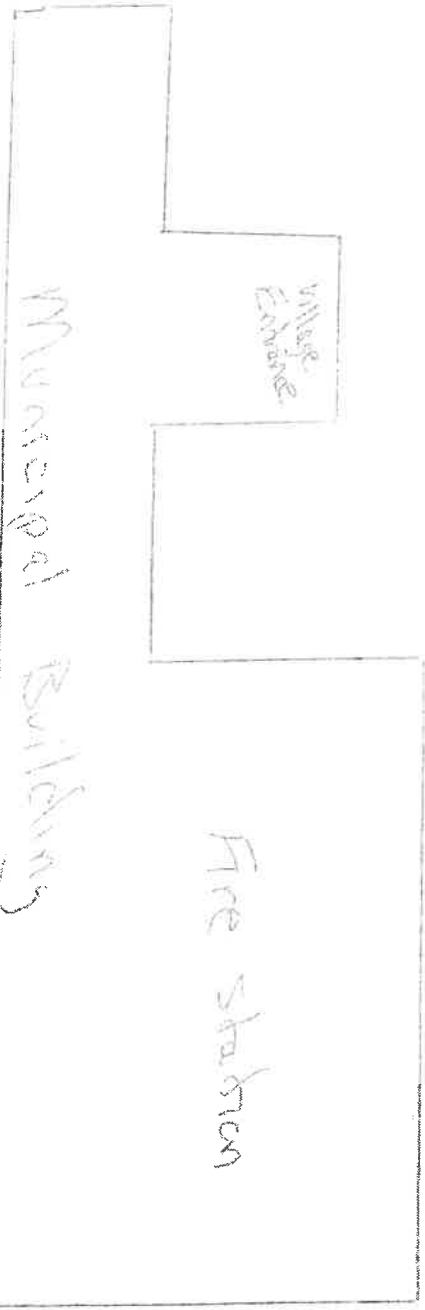
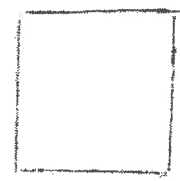
Date:



4-8-26

Post review disposition:  Village Board approved.  
 Village Board not approved.  
 Applicant advised of Village Board determination: \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_\_.  
 Village Board approved with attached statement of conditions imposed.

PHC Chicken BBA 5-3-26



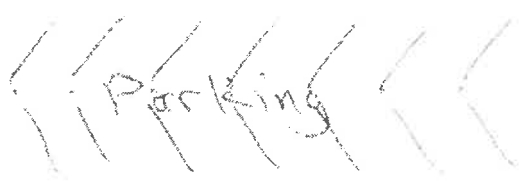
Municipal Building

Fire Station

Village Entrance

Driveway

TERRAS



Water Pump



**Village of Lancaster, New York**  
**Village Code Chapter 285 Special Events Application**  
 Municipal Building • 5423 Broadway • Lancaster, NY 14086 • (716) 683-2105

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

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

<b>Event Name:</b> Lancaster Fire Department Ceremonial Inspection	
<b>Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.):</b> Inspection ceremony and parade	
<b>Event Date(s):</b> 5-17-26	<b>Event Time(s):</b> 9:00AM - 10:00AM
<b>Applicant Name:</b> Thomas Kukoleca	<b>Event Location:</b> Firefighters Park/N. Aurora St./W. Main St.
<b>Individual/Group/Corporation Name Holding Event:</b> Lancaster Fire Department	<b>Village Property Affected (If Applicable)</b> Firefighters Park/N. Aurora St./W. Main St. Ceremony will be held at Firefighters Park. After the ceremony the Department will march up W Main St to the Fire Museum for their awards breakfast.
<b>Applicant Address, City, State, Zip:</b> 5423 Broadway, Lancaster, NY, 14086	<b>Support Services Requested of the Village (If Applicable)</b> Village DPW to provide general care and maintenance at Firefighters Park in preparation for the event.  The Lancaster Fire Department will provide traffic control. Also requesting one LPD patrol car if available at 9:00AM.
<b>Applicant Email:</b> tkukoleca@lancasterfd.org	<b>Applicant Phone:</b> 716-997-5468

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

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

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

N/A

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

N/A

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

N/A

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

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

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

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

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:



Date:

4-8-26

Post review disposition:  Village Board approved.  
 Village Board not approved.  
 Applicant advised of Village Board determination: \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_\_.  
 Village Board approved with attached statement of conditions imposed.

LISTED # 8  
 CORRESPONDENCE  
 MEETING DATE 4/13/2026

Village of Lancaster, New York  
**Village Code Chapter 285 Special Events Application**  
 Municipal Building • 5423 Broadway • Lancaster, NY 14086 • (716) 683-2105

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

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

Event Name: <i>Gala in the Village Gardens</i>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <i>Beautification Fundraiser</i>	
Event Date(s): <i>Friday August 28, 2026</i>	Event Time(s): <i>6:30 pm - 9 pm</i>
Applicant Name: <i>Julie Curtis</i>	Event Location: <i>10 West Main St. • PAC</i>
Individual/Group/Corporation Name Holding Event: <i>Lancaster Beautification</i>	Village Property Affected (If Applicable): <i>West Main near PAC</i>
Applicant Address, City, State, Zip: <i>732 Aurora St. Lancaster, NY 14086</i>	Support Services Requested of the Village (If Applicable): <i>N/A</i>
Applicant Email: <i>dhcurtis732@roadrunner.com</i>	Applicant Phone: <i>716.572.6124</i>

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
<i>Julie Curtis</i>	<i>716.572.6124 dhcurtis732@roadrunner.com</i>	<i>Friday 8/28/26 6:30 pm - 9 pm</i>

Anticipated Peak Attendance Number: <i>75</i>	Anticipated Age Range of those in Attendance: <i>adults</i>
Will Alcohol be consumed? <i>yes</i>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <i>TBD - possibly string instruments</i>

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

N/A

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

N/A

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

N/A

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

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

Village parking

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

N/A

(c) Location of Trash Facilities:

N/A

(d) Location of Water Facilities:

within PAC

(e) Location of Electrical Facilities:

within PAC

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

within PAC

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

PAC

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

N/A

(If Applicable) Organization providing Security:

N/A

(If Applicable) Number of Security Personnel:

N/A

Signature of Applicant:

Julie Curtis

Date:

4/7/20

- Post review disposition:  Village Board approved.  
 Village Board not approved.  
 Applicant advised of Village Board determination: \_\_\_\_\_, \_\_\_\_\_, 202\_\_\_\_\_.  
 Village Board approved with attached statement of conditions imposed.



# Notification to Municipality

OCM-06009

RE: Notification of adult-use retail dispensary license application

License Type: License Renewal

Previous DBA: \_\_\_\_\_

License Number (if applicable): OCM-RETL-24-000122

Applicant Name: Gone Tiki LLC

Phone Number: 716-346-7346

Email Address: high@hightide716@gmail.c

Dear Municipal Clerk/NYC Community Board:

This serves as notification that I (name) Thomas Zielinski

of (dba) High Tide

intend to, or have, file(d) an application for licensure with the Office of Cannabis Management to open a(n):

- retail dispensary premises (new or additional)  registered organization with dispensing (or ROD)
- microbusiness

in (county name) Erie County, This business, once the license is approved, shall be located at:

Address Line 1: 1829 Como Park Boulevard

Address Line 2: \_\_\_\_\_

City: Lancaster

Zip code: 14086

The mailing address is (if different from business location):

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City/Town/Village: \_\_\_\_\_

State:  Zip code: \_\_\_\_\_

(As applicable, name of business if different from above) has \_\_\_\_\_  
retained the legal services of (attorney or representative)

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

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City/Town/Village: \_\_\_\_\_

State:  Zip code: \_\_\_\_\_

Telephone with area code: \_\_\_\_\_

If the municipality or community board would like to express an opinion to the Cannabis Control Board, they must respond to this notification within 30 days by emailing an opinion to [municipalities@ocm.ny.gov](mailto:municipalities@ocm.ny.gov). This expressed opinion must be on official municipality or community board letterhead.

If the municipality or community board would like to request a one-time 30 day extension for the municipality or community board to provide their opinion, or if the municipality or community board has any comments, concerns, or questions, they must reach out to the Office at [municipalities@ocm.ny.gov](mailto:municipalities@ocm.ny.gov) with "Notification to Municipalities Municipality Opinion 30 Day Extension Request – [Insert municipality or community board name here]" in the subject line. Municipalities or community boards should be sure to provide proof of the date of receipt of the Notification to Municipalities that they wish to request an extension of time for submitting a municipality opinion. Any request that does not include such information will be rejected as incomplete.

Signed Thomas Zielinski

Today's date: 4/5/20

Print Thomas Zielinski

RECEIVED  
APR 06 2026  
Village of Lancaster  
Clerk- Treasurers Office

*(Handwritten signature)*

LISTED # 10  
CORRESPONDENCE  
DATE 4/13/2026



**Village of Lancaster**

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

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

**Department of Public  
Works**

---

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

April 7, 2026

**RE: Electrical Hazard Awareness Training**

Honorable Members of the Village Board,

I am writing this letter to formally request the approval to send four employees to the 2026 Electrical Hazard Awareness Training on May 7<sup>th</sup>, 2026, in Rochester, NY. Registration costs \$80.00 per employee per the Village's NYSUFC membership. This training will be covering a wide range of topics necessary for the safety of our crew. I would like to send the following employees:

**Brian Lubkowski**  
**Anthony Guarino III**  
**Paul Rath**  
**Wayne Cisco**

If you have any questions, please let me know.

Thank you,

Wayne K. Cisco  
Superintendent of Public Works  
5200 Broadway  
Lancaster, NY 14086  
(716) 683-1028 x 302

## Katelyn Moore

---

**From:** dec.sm.urbanforestry <dec.sm.urbanforestry@dec.ny.gov>  
**Sent:** Tuesday, April 7, 2026 3:04 PM  
**Subject:** RE: Electrical Hazard Awareness Training - Rochester, May 7 2026



External (dec.sm.urbanforestry@dec.ny.gov)

[Graymail](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#)

Hello!

A quick reminder that registration for the Electrical Hazard Awareness Training is now open. Register now to ensure your spot!

**Date:** May 7, 2026  
**Time:** Check-in 8:30 a.m.; Workshop 9 a.m.-3 p.m.  
**Hosted by:** R8 ReLeaf  
**Location:** Italian American Community Center  
150 Frank DiMino Way | Rochester, NY 14624  
**Cost:** \$95 General public; \$80 NYSUFC members

Register now: <https://nysufc.org/r8-2026-electric-hazard-train/>

Have a great week,  
**Urban and Community Forestry Program**

**New York State Department of Environmental Conservation**  
**Division of Lands and Forests | Bureau of Forest Resource Management**  
625 Broadway, Albany, NY 12233-4255  
[urbanforestry@dec.ny.gov](mailto:urbanforestry@dec.ny.gov)  
[dec.ny.gov](http://dec.ny.gov) | [@NYSDEC](#) on Social Media | [Podcast](#)

**From:** dec.sm.urbanforestry  
**Sent:** Tuesday, March 17, 2026 11:44 AM  
**Subject:** Electrical Hazard Awareness Training - Rochester, May 7 2026

Hello!

You registered to attend the electrical hazard awareness training workshop in previous years (2024 and/or 2025) and we wanted to let you know this event is happening again this year. Dr. Ball will again present on electrical hazard safety and tree care safety as well as on updates to standards in the industry. The workshop is on May 7 at the Italian American Community Center.

**Date:** May 7, 2026  
**Time:** Check-in 8:30 a.m.; Workshop 9 a.m.-3 p.m.  
**Hosted by:** R8 ReLeaf  
**Location:** Italian American Community Center

150 Frank DiMino Way | Rochester, NY 14624  
**Cost: \$95 General public; \$80 NYSUFC members**

Register now: <https://nysufc.org/r8-2026-electric-hazard-train/>

Hope to see you there!

**Urban and Community Forestry Program**

**New York State Department of Environmental Conservation**  
**Division of Lands and Forests | Bureau of Forest Resource Management**  
625 Broadway, Albany, NY 12233-4255  
[urbanforestry@dec.ny.gov](mailto:urbanforestry@dec.ny.gov)  
[dec.ny.gov](http://dec.ny.gov) | [@NYSDEC on Social Media](#) | [Podcast](#)

KATHY HOCHUL  
Governor

KATHY MOSER  
Acting Commissioner



**New York State  
Parks, Recreation and  
Historic Preservation**

April 7, 2026

William Schroder, Mayor  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

RE: CLG Performance Evaluation 2026 – Village of Lancaster

Dear William Schroeder:

The National Park Service requires that each State Historic Preservation Office (SHPO) must conduct regular performance evaluations (formerly known as “audits”) of all municipalities participating in the Certified Local Government (CLG) program every four years. The evaluation process is important in assessing the municipality’s performance as a CLG participant and allows for tracking preservation activities in local communities. In addition, it affords the SHPO with an opportunity to provide technical advice and assistance directly to the municipality.

The Division for Historic Preservation of the New York State Office of Parks, Recreation and Historic Preservation conducted an evaluation of your municipality’s CLG activities last year. The evaluation consisted of an examination of materials required to be kept on file with our office that were submitted to us electronically. We thank you for your cooperation in sending the required materials to our office when asked.

Attached is a summary of the evaluation findings, which records performance strengths and weaknesses during the last four program years. Any noted deficiencies must be adequately addressed and written documentation of the CLG’s efforts toward this end must be provided to the SHPO within 120 days from receipt of this letter. Failure to take and/or propose appropriate corrective action will result in the SHPO recommending to the National Park Service that CLG certification should be revoked.

The Division for Historic Preservation appreciates your community’s involvement in the CLG program and looks forward to our continued partnership regarding historic preservation. If you have any questions regarding the performance evaluation process, please do not hesitate to contact your Statewide CLG coordinator, Frances Stern, at [Frances.Stern@parks.ny.gov](mailto:Frances.Stern@parks.ny.gov) or (518) 268-2219.

Sincerely,

Frances Stern  
Coordinator, Certified Local Government Program



## CLG Performance Evaluation Summary

Name of Certified Local Government Community: Village of Lancaster

Date of Certification: 10/20/1986

Evaluation Period: 10/1/21 – 9/30/25

	<u>Meets Standards</u>	<u>Below Standards</u>
<b>Legislation</b>	X	
<b>Commission/Board</b>	X	
<b>Reports &amp; Records</b>	X	
<b>General Activities</b> <i>(Survey/Grants etc.)</i>	X	
<b>Public Participation</b>	X	
<b>Overall Assessment</b>	X	

### General Comments:

The Village of Lancaster was last evaluated in 2022, at which time SHPO staff determined the preservation program to be operating well and within the guidelines of the CLG program. Lancaster is one of New York State's oldest participating CLGs and overall, continues to meet the standards and regulations of the program very well. The preservation legislation is heavily rooted in the NYS Model Law for Historic Preservation and contains all required components; it was last updated in 2022 with SHPO oversight and guidance. Review criteria are clearly outlined in the ordinance as well.

Commission members are qualified to serve and mostly met their training requirements during the evaluation period. SHPO will continue to offer virtual and in-person training opportunities as necessary. Reports and records were largely submitted to SHPO on time, although the Village should continue to make best efforts to return required annual reports to SHPO when asked. Meetings were held regularly throughout the evaluation period and conducted in accordance with NYS Open Meetings Law. Meeting minutes are carefully recorded and show decision-making rooted in the Secretary of the Interior's Standards for Rehabilitation. The Standards are referenced in decisions rendered which can be helpful for applicants in understanding the review criteria.

The Village has design guidelines that were updated in 2020 and submitted with the evaluation materials. This is a fabulous resource for property owners that is comprehensive and explains all requirements and procedures with helpful images and infographics. The Village also has mural and signage guidelines, updated respectively in 2023 and 2024, which are helpful tools. We also note the inclusion of additional outreach materials, such as regular newsletters published by the HPC that speak to a specific topic of concern (ex., windows). The commission members clearly understand their role as information stewards and are supported by municipal staff who can help disseminate information.



**Deficiencies Noted:**

No major deficiencies noted at this time.

**Suggestions:**

Should the Village wish to pursue a CLG grant in the future for a specific project, SHPO staff is happy to assist in developing a proposal. As the last survey was completed in 2014, it may be time to consider a re-survey or survey update in the near future. Overall, Lancaster is doing very well in terms of CLG performance evaluation requirements. Thank you for your great work and commitment to historic preservation.

**Any response to the evaluation, and any specific information requested in the suggestions for addressing deficiencies, must be provided to Frances Stern, Statewide Certified Local Government Coordinator, within 120 days of receipt of this Summary.**

**Reviewer:** Frances M. Stern, Statewide CLG Coordinator

**Date of Report:** April 7, 2026

# RESOLUTIONS

April 13, 2026

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Resolution authorizing Mayor Schroeder to sign and approve an Intermunicipal Cooperation Agreement with the Town of Lancaster to allow the installation of a Flock drone and housing for the protection of the public upon the roof of the Village Municipal Building with terms as presented in the Agreement.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	Resolution to acknowledge receipt of the annual notice of the Use & Occupancy Permit related to the Access Road to the Industrial Park at the Intersection with Central Avenue (Commerce Parkway – Both Sides of Central Avenue) and further to confirm the terms and conditions of the Use & Occupancy Permit as indicated.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	Resolution to approve the plant order from Mitchell’s Greenhouse in the amount of \$1,437.10 for Village gardens per the request and recommendation of the Lancaster Beautification Committee.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.	_____	_____	Resolution to approve a Negative Declaration pursuant to SEQR for the Lancaster Pocket Park Project stating that the proposed action will not result in any significant adverse environmental impacts with such assessment and determination completed by LaBella Associates as the lead consultant for this project.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.	_____	_____	Resolution to approve a Contract Modification Request from LaBella Associates in the amount of \$3,706.71 for the Lancaster Pocket Park Project for additional expenses related to lighting design work and SEQR review documentation.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
6.	_____	_____	Resolution authorizing Mayor Schroeder to sign and execute the Federal Aid Local Project Agreement with NYSDOT for a total of \$240,000 (80% Federal Share / 20% Local Share) for Project ID Number PIN 5766.06 for Culvert Replacement, Central Ave over Plum Bottom Creek (Phase 2) in the Village of Lancaster.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

INTERMUNICIPAL COOPERATION AGREEMENT  
Between  
The VILLAGE OF LANCASTER  
and  
The TOWN OF LANCASTER

THIS AGREEMENT made and entered by and between the Town of Lancaster ("Town") and the Village of Lancaster ("Village") in consideration of the mutual benefits and commitments contained herein.

WHEREAS the Town of Lancaster seeks to install Flock drone and housing for the protection of the public upon the roof of the Village Municipal Building, and

Whereas the Village of Lancaster wishes to accommodate said desire of the Town,

NOW THEREFORE, the Town of Lancaster and the Village of Lancaster agree as follows:

- 1) The Village will allow the Town to install or arrange to install said Flock drone and housing and necessary accessories (all of which shall hereinafter be referred to jointly as "equipment") upon the Village Municipal Building.
- 2) The Village will provide necessary electrical and computer cabling for the installation at an approximate cost of \$2,000.00.
- 3) Notwithstanding any agreement entered into between the Village and Flock, the Town of Lancaster assumes responsibility for the proper use, installation, maintenance and removal of said equipment.
- 4) The Town will assume all responsibility for and agrees to defend, indemnify, and hold the Village harmless as to the proper and safe installation, maintenance and removal of said equipment.
- 5) This agreement may be executed in counterpart, each executed copy of which shall be deemed an original, but all of which shall constitute one and the same agreement.
- 6) This agreement shall become effective upon the date last executed by an undersigned and upon each party providing the other with a copy of that party's execution.

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

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

X \_\_\_\_\_  
Robert E. Leary  
Supervisor, Town of Lancaster

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Department of  
Transportation**

RESOLUTION # 2  
MEETING DATE 4/13/2026

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**ERIC MEKA, P.E.**  
Regional Director

April 1, 2026

Village of Lancaster Department of Public Works  
5423 Broadway  
Lancaster, New York 14086

RE: **Use and Occupancy Permit 50639**  
**2026 Annual Notice/Confirmation of Use & Occupancy Permit**  
**Location:** ACCESS ROAD TO INDUSTRIAL PARK AT INTERSECTION WITH CENTRAL AVENUE  
(Commerce Parkway - BOTH SIDES OF CENTRAL AVENUE)  
Lancaster, Erie County  
**Use:** Access

Dear Permittee:

The New York State Department of Transportation (NYSDOT) reminds you that the Use and Occupancy Permit referenced above is a **temporary license** to use the State's property and is revocable on 30 days' notice. Please review your Use and Occupancy Permit for all of its terms and conditions.

Uses covered by the Permit are limited only to those uses expressly stated in the Permit, and, again, such permission is temporary. The Use and Occupancy Permit cannot be assigned or sub-permitted without the express written consent of the NYSDOT.

**You are certifying below that:**

1. the conduct, growth, success or continuity of any permittee business activity is not dependent on the use of State property, nor shall the permittee rely on the use of State property for such purpose.
2. Any business activity is consistent with the terms of a temporary 30-day revocable permit.
3. All Payments are due promptly in accordance with the Permit.
4. Required insurance is in place naming the People of the State of New York as an additional insured, and you have provided proof thereof.

Please acknowledge receipt of this reminder letter and confirmation of the terms and conditions of the Use and Occupancy Permit by signing below and returning the letter to the Regional Property Manager at the address listed below. Also, please update any contact information if necessary.

Thank you.

Patricia A. Mitalski, Real Estate Specialist 2  
[dot.sm.R5.OROW.PropertyMgmt@dot.ny.gov](mailto:dot.sm.R5.OROW.PropertyMgmt@dot.ny.gov)

**Office of Right of Way  
New York State Department of Transportation  
100 Seneca Street, Buffalo, NY 14203**

I hereby acknowledge and confirm that I have read this correspondence and have reviewed the terms and conditions of the Use and Occupancy Permit referenced above.

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

If the permittee's contact information, mailing address, and/or billing address has changed, please provide updated information below.

**Permittee Information:**

Designated Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

**Billing Information – please provide if different from mailing address above.**

Billing Contact: \_\_\_\_\_

Billing Telephone: \_\_\_\_\_

Billing E-mail: \_\_\_\_\_

Billing Address: \_\_\_\_\_

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

## Mike Stegmeier

---

**From:** Peg/Bruce Riexinger <bpriexinger@aol.com>  
**Sent:** Thursday, March 26, 2026 1:19 PM  
**To:** Mike Stegmeier  
**Subject:** 2026 Viiage plant order  
**Attachments:** VOL portion of plant order for 2026.pdf



**Caution:** External (bpriexinger@aol.com)

First-Time Sender [Details](#)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#)

Hello Mike,

Attached is the plant order Julie and I worked on for the Village 2026 planting for board approval. Please confirm you received this.

If you have any questions please let me know.

Thank you!  
Peg

Peg Riexinger  
(716) 901-2401 (Cell/Text)

[bpriexinger@aol.com](mailto:bpriexinger@aol.com)

Bruce Riexinger  
101 Simme Road  
Lancaster, NY 14086

Mike,

Below is the list with the cost for the Village plant order for 2026 for the next Village Board meeting. Mitchell's Greenhouse is honoring the pricing from 2024 again.

I would just need a PO number for Mitchell's when an order is approved. If there is any change in information for the tax-exempt status, they would need that as well.

If you have any questions please contact me.

Thank you,  
Peg Riexinger  
Lancaster Beautification  
(716) 901-2401

2nd Invoice - Bill Village of Lancaster Tag: Village of Lancaster 2026 (PO #?)

136	5 1/2" Zonal Geranium - Red	\$ 2.25	\$ 306.00	17 trays - Vets
136	5 1/2" Zonal Geranium - White	\$ 2.25	\$ 306.00	17 trays - Vets
96	4 1/2" Zinnia - Red w/ yellow center	\$ 2.10	\$ 201.60	32 plants per bump out on W. main - 4 trays
96	4 1/2" Zinnia - Orange	\$ 2.10	\$ 201.60	32 plants per bump out on W. main - 4 trays
3	Flat - Marigolds - mix	\$ 9.50	\$ 28.50	16 per bump out on W. Main
48	4 1/2" Lemon Licorice - if available	\$ 2.10	\$ 100.80	8 per bump out on W. Main - 6 trays
4	Flat* Salvia - Purple/Blue	\$ 9.50	\$ 38.00	2 Vets, 1 Municipal, 1 Girl Scout
2	Flat* Impatiens - Red	\$ 9.50	\$ 19.00	Municipal
2	Flat* Impatiens - White	\$ 9.50	\$ 19.00	Municipal
4	Flat* Marigold - mix of red/orange combo, yellow	\$ 9.50	\$ 38.00	2 Girl Scout, 1 Franger, 1 Fire Hall West Drullard
16	4 1/2" Dahlietta - mix	\$ 2.10	\$ 33.60	2 trays Girl Scout
2	Flat* Vinca Periwinkle	\$ 9.50	\$ 19.00	1 Franger, 1 Fire Hall West Drullard
3	Gallon Grass - Baby Tut	\$ 6.00	\$ 18.00	Girl Scout
6	Gallon Grass - Purple Fountain	\$ 6.00	\$ 36.00	Girl Scout
6	Chartruse grass	\$ 6.00	\$ 36.00	Municipal
6	Coral Bell - Pumpkin Spice	\$ 6.00	\$ 36.00	Stribing/Municipal
	<b>Total</b>		<b>\$ 1,437.10</b>	

Project:

Date:

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

RESOLUTION # 4  
 MEETING DATE 4/13/2026

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	Pocket Park
Date:	April 13, 2026

### **Short Environmental Assessment Form Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There are no identified moderate or large impacts that may occur as a result of the project. There is also no potential identified for short term, long term, or cumulative impacts as a result of the project.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Lancaster	April 13, 2026
Name of Lead Agency	Date
<del>Michael E. Stegmeier</del> <i>William C. Schroeder</i>	<del>Clerk-Treasurer</del> <i>Mayor</i>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	<i>Douglas C. McCord</i>
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)



### CONTRACT MODIFICATION SHORT FORM

DATE: April 8, 2026  
CLIENT: Village of Lancaster, Erie County NY  
PROJECT: Pocket Park  
TASK TITLE: Lighting- Budget Increase

PROPOSAL NUMBER: 2251594 -1  
PROJECT NUMBER: 2251594  
PHASE NUMBER: \_\_\_\_\_  
MODIFICATION NUMBER: 1

REQUESTED BY: Doug McCord, PM

DESCRIPTION OF SCOPE/BUDGET CHANGE (reference attached scope and fee exhibits if applicable):

Additional services budget to design lighting, prepare construction documents. See my email from 4/7/2026.

SCHEDULE:

Changes to Schedule: None Start: \_\_\_\_\_ Completion Date: \_\_\_\_\_

This Modification Form is considered an extension of our original Agreement for this project dated and at terms and conditions of the original Agreement apply. This Contract Modification (including schedule and fee) is only valid for 30 days from issuance.

BUDGET/FEE:

- 1. Previously-approved budget/fee for this task: \$ 32,500.00
- 2. Labor:  LUMP SUM FEE or  TIME & MATERIALS ESTIMATE \$ 3,706.71
- 3. Sub-Consultant Estimate: \$ \_\_\_\_\_
- 4. Reimbursables Estimate: \$ 0
- 5. Total for this Modification (lines 2+ 3+ 4): \$ 3,706.71
- 6. TOTAL Revised Budget/Fee: (lines 1 +5) \$ 36,206.71
- 7. Additional Retainer Required: \$ 0

Please review and call with any questions. Receipt of this signed document and any additional retainer required will be authorization to schedule this work. We look forward to working with you on this project.

LABELLA:

Signature: Douglas C. McCord  
Printed Name: Douglas C. McCord

Title: Project Manager  
Date: April 8, 2026

CLIENT AUTHORIZATION TO PROCEED:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

COMMENTS/DIRECTION: \_\_\_\_\_

CC: Ryan Kelly



**From:** [Mike Stegmeier](#)  
**To:** [McCord, Doug](#); [Gavin O'Brien](#)  
**Subject:** [Ext] RE: Contract Modification - Pocket Park  
**Date:** Wednesday, April 8, 2026 2:37:57 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Doug,

If you can get me the Contract Modification form you mentioned by tomorrow, I can include it on the agenda for Monday's board meeting for Village Board consideration. Since it's a change to the previously approved contract amount, it will need approval by resolution.

Thanks,  
Mike

Michael E. Stegmeier  
Clerk – Treasurer  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086  
(716) 683-2105 ext. 203

**From:** McCord, Doug <[dmccord@LaBellaPC.com](mailto:dmccord@LaBellaPC.com)>  
**Sent:** Tuesday, April 7, 2026 11:58 AM  
**To:** Mike Stegmeier <[mstegmeier@lancastervillageny.gov](mailto:mstegmeier@lancastervillageny.gov)>; Gavin O'Brien <[GObrien@lancastervillageny.gov](mailto:GObrien@lancastervillageny.gov)>  
**Subject:** Contract Modification - Pocket Park

Mike, Gavin,

I am reviewing billing for the project and, now that we are at the bidding phase, I need to bring up a fee amendment request. We are over budget for design of the project due to the lighting design work we took on which I had not anticipated in writing the proposal. Our Electrical Engineers charged a total of \$3508.30 to the project. I also had not anticipated preparing Parts 2 and 3 of SEQR, which was not much time, but it adds up: \$198.41. Total request is \$3706.71. Please let me know if is okay and I will make a formal request via a Contract Modification form.

Thank you for your consideration

**Douglas C. McCord**  
Sr Landscape Architect  
300 State Street, Suite 201  
Rochester, NY 14614

Direct: [+1 \(585\) 287-9097](tel:+15852879097)  
Office: [\(585\) 454-6110](tel:5854546110)  
Mobile: [\(585\) 749-6662](tel:5857496662)



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

RESOLUTION # 6  
MEETING DATE 4/13/2026

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

WHEREAS, a Project for the \_\_\_\_\_, P.I.N. \_\_\_\_\_ (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 \_\_\_\_% Federal funds and \_\_\_\_% non-federal funds; and

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_.

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

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

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance 100% of the federal and non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

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

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ 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.



**Department of  
Transportation**

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**ERIC MEKA, P.E.**  
Regional Director

April 7, 2026

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

**Re: Federal Aid Local Project Agreement, PIN 5766.06, Comptrollers Contract # D041948  
Culvert Replacement, Central Ave over Plum Bottom Creek  
Village of Lancaster, Erie County**

Dear Mr. Steigmeier:

The New York State Department of Transportation (NYSDOT) requests for the Village of Lancaster to enter into a Federal Aid Local Project Agreement which details the commitment of both agencies to participate in the administration and funding of the various phases of this project.

Please obtain a Resolution authorizing the Mayor to sign the enclosed Federal Aid Local Project Agreement with NYSDOT for a total of \$240,000. This amount is both the Federal and non-Federal share of the cost for the above project's Engineering (Design I-VI) phase. The Village of Lancaster must commit to pay, in the first instance, 100% of the Federal and non-Federal share of the cost of this project's phase. NYSDOT will reimburse the Village of Lancaster for the Federal Share as the project is progressed. A copy of a sample Resolution has been enclosed. **Reimbursement requests must be submitted to NYSDOT at least once every six months.**

Please email NYSDOT a PDF containing one (1) certified copy of the Village of Lancaster's Resolution along with two (2) original and notarized copies of the enclosed Federal Aid Project Agreement to [Jessica.Hoehn@dot.ny.gov](mailto:Jessica.Hoehn@dot.ny.gov). Your Approved Signatory is required to sign each copy of the Federal Aid Project Agreement. Page 9 of the enclosed Federal Aid Local Project Agreement includes the following information; Name, Title, Mailing Address, Telephone Number, Facsimile Number, and Direct E-Mail Address of the Responsible Local Official with the authority to execute the enclosed Agreement with the NYSDOT. Please check this information and make any appropriate additions or corrections.

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

Sincerely,

by 

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

MUNICIPALITY/SPONSOR: Village of Lancaster

PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 4/7/2026 By: JEH

Initials

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D041948

This Agreement is by and between:

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

and

the Village of Lancaster (the "Municipality/Sponsor")  
acting by and through the Mayor  
with its office at 5423 Broadway, Lancaster, NY 14086.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Culvert Replacement, Central Ave over Plum Bottom Creek, Village of Lancaster, Erie County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: Village of Lancaster  
PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A  
Date Prepared: 4/7/2026 By: JEH  
Initials

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Mayor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:
  - Agreement Form - this document titled "Federal aid Local Project Agreement";
  - Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
  - Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
  - Appendix "A" - New York State Required Contract Provisions
  - Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
  - Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
  - Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

MUNICIPALITY/SPONSOR: Village of Lancaster

PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 4/7/2026 By: JEH

Initials

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: Village of Lancaster

PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 4/7/2026 By: UEH  
Initials

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests*. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements*.

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a

MUNICIPALITY/SPONSOR: Village of Lancaster  
PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A  
Date Prepared: 4/7/2026 By: JEH  
Initials

material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

- 4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:
- (a) the amount stated in Schedule A for the Federal Share; or
  - (b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the

MUNICIPALITY/SPONSOR: Village of Lancaster

PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 4/7/2026 By: JEH

Initials

experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the

MUNICIPALITY/SPONSOR: Village of Lancaster  
PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A  
Date Prepared: 4/7/2026 By: JEH  
Initials

Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

MUNICIPALITY/SPONSOR: Village of Lancaster  
PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A  
Date Prepared: 4/7/2026 By: JEH  
Initials

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission,
  - (c) By personal delivery,
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

**Name:** Christopher Church

**Title:** Project Manager

**Address:** 100 Seneca Street, Buffalo, NY 14203

**Telephone Number:** 716-847-3246

**Facsimile Number:** 716-847-3080

**E-Mail Address:** Christopher.Church@dot.ny.gov

MUNICIPALITY/SPONSOR: Village of Lancaster  
PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A  
Date Prepared: 4/7/2026 By: JEH  
Initials

**[Municipality/Sponsor] Village of Lancaster**

**Name:** William Schroeder

**Title:** Mayor

**Address:** Lancaster Municipal Building, 5423 Broadway, Lancaster, NY 14086

**Telephone Number:** 716-683-2105

**Facsimile Number:** 716-684-4830

**E-Mail Address:** \_\_\_\_\_

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT

Electronic Payment Guidelines website at:

[https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines).

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable

MUNICIPALITY/SPONSOR: Village of Lancaster

PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 4/7/2026 By: JEH

Initials

federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (09/2023)

MUNICIPALITY/SPONSOR: Village of Lancaster

PROJECT ID NUMBER (PIN): 5766.06 BIN: N/A

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Date Prepared: 4/7/2026 By: JEH  
Initials

**Comptroller's Contract Number: D041948**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

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

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

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

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

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

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

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

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

**APPROVED FOR NYSDOT:**

By: \_\_\_\_\_  
For Commissioner of Transportation

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

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

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

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

**COMPTROLLER'S APPROVAL:**

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 5766.06**

<b>OSC Contract #:</b> <u>D041948</u>	<b>Contract Start Date:</b> <u> / /2026</u> (mm/dd/yyyy)	<b>Contract End Date:</b> <u>12/31/2028</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b>	<input checked="" type="checkbox"/> Original Standard Agreement	<input type="checkbox"/> Supplemental Schedule A No.
<b>Agreement Type:</b>	<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Village of Lancaster Other Municipality/Sponsor (if applicable):	
	<input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>	
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
	<input type="checkbox"/> Municipality:	% of Cost share
<b>Authorized Project Phase(s) to which this Schedule applies:</b>	<input checked="" type="checkbox"/> PE/Design	<input type="checkbox"/> ROW Incidentals
	<input type="checkbox"/> ROW Acquisition	<input type="checkbox"/> Construction/C/CS
<b>Work Type:</b> HWY CULVERT	<b>County (If different from Municipality):</b> Erie	
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>		
<b>Project Description:</b> Culvert Replacement, Central Ave over Plum Bottom Creek, Village of Lancaster, Erie County		
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
5766.06.121	Current	STP (80%)	\$240,000.00	\$192,000.00	\$0.00	\$48,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$240,000.00	\$192,000.00	\$ 0.00	\$48,000.00	\$ 0.00



**SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility**

**Instructions:**

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

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

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

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor N/A</u>		
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

**Phase/Sub-phase/Task**

**Responsibility:** NYSDOT Sponsor N/A

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

**Responsibility:** NYSDOT Other

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

**TABLE OF CONTENTS**

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

**APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**  
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

---

<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

**(1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

**(2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

---

<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.