

**VILLAGE OF LANCASTER  
BOARD MEETING**

**A G E N D A**

- X 1. PLEDGE TO THE FLAG
- X 2. ROLL CALL
- X 3. AUDIENCE PARTICIPATION – LISTED AGENDA ITEMS ONLY
- X 4. MINUTES OF MEETINGS DATED: April 27 (regular meeting)
- X 5. ABSTRACT OF AUDITED VOUCHERS
- X 6. LISTED CORRESPONDENCE
- X 7. RESOLUTIONS
- X 8. AUDIENCE PARTICIPATION – GENERAL COMMENTS
- X 9. COMMITTEE REPORTS – FOLLOW UP
- X 10. DEPARTMENT HEAD REPORTS
- 11. HEARINGS
- X 12. MISCELLANEOUS
- X 13. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING**

**MONDAY, JUNE 8, 2026**

# Village of Lancaster

## Audience Participation Guidelines

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

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

State your name and address.

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

Speak once for five (5) minutes or less, unless extended by the Mayor or his/her designee.

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

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

The regular meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, April 27, 2026, at 7:00 P.M.

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

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

Also Present:

<b>Arthur A. Herdzyk</b>	<b>Village Attorney</b>
<b>Michael E. Stegmeier</b>	<b>Clerk-Treasurer</b>
<b>Wayne Cisco</b>	<b>Superintendent of Public Works</b>
<b>Thomas Kukoleca</b>	<b>Fire Chief – Assistant 9-2</b>
<b>Matthew Fischione</b>	<b>Town Code Enforcement Officer</b>
<b>Captain Jeff Smith</b>	<b>Town of Lancaster Police Department</b>
<b>Karen Howard</b>	<b>Senator Patrick Gallivan’s Office</b>

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

**AUDIENCE PARTICIPATION:**

**LISTED AGENDA ITEMS**

-none

**ACCEPTANCE OF MINUTES**

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** to accept the minutes of the following meetings:

- April 13, 2026 organizational meeting
- April 13, 2026 regular meeting

Adopted Resolution:    **70**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

**ABSTRACT OF AUDITED VOUCHERS**

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 4/14/2026 to 4/27/2026.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 95 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>729,256.81</b>
<b>SEWER FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>20,138.46</b>
<b>TRUST FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>5,997.12</b>
<b>CAPITAL FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>37,843.76</b>
<b>EQUIPMENT RESERVE -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>COMMUNITY DEVELOPMENT -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>SPECIAL REPAIR RESERVE FUND ----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>For the period from</b>		<b><u>3/24/2026</u></b>	<b>To</b>
			<b><u>4/13/2026</u></b>

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

- General Fund checks # 94135 through # 94201
- Sewer Fund checks # 12390 through # 12393
- Trust Fund checks # 1974 through # 1975
- Capital Fund checks # 2631 through # 2633

Adopted Resolution: **71** 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 April 2, 2026 – April 16, 2026

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

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

- 2) Correspondence from Andrew M. Debbins dated April 15, 2026 providing his resignation as a member of the Zoning Board of Appeals effective immediately following consideration of his recent appointment to serve as Deputy Village Attorney and Village Prosecutor for the Village of Lancaster.

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

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

- 3) Correspondence from Robert Heil, SLA Solutions, providing a waiver request on behalf of Orchard Park Hospitality Inc, dba Wayland Brewing Company, located at 11 W. Main Street to waive the 30-day notification requirement related to its on-premises liquor license application for its establishment for the purpose of expediting the licensing process.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to receive and file this correspondence and approve the waiver of the 30-day notification requirement as requested.

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

- 4) Correspondence from Lancaster Hook & Ladder Fire Company providing a Special Events Application for its Carubba Chicken BBQ event to be held on June 6, 2026 at the DPW property located at 5200 Broadway.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to approve this event application as presented.

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

- 5) Correspondence from Lancaster Police Department providing a Special Events Application for its National Night Out event to be held on August 4, 2026 in the Cayuga Creek Park area.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee O'Brien** to approve this event application pending receipt of a site map from Lieutenant Braun if the event continues to grow.

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

**RESOLUTIONS:**

Motion by **Trustee Miller** and seconded by **Trustee Mikoley** to cancel the May 25, 2026 work session and regular meeting of the Village of Lancaster Board of Trustees due to the Memorial Day holiday.

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

Motion by **Trustee O'Brien** and seconded by **Trustee Malone Schaefer** to adopt the annual budget for the fiscal year from June 1, 2026 through May 31, 2027 as presented with a tax rate of \$7.743819 per \$1,000 taxable assessed valuation and an overall tax levy change of 2.49% and a tax rate change of 1.27%.

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

Motion by **Trustee Miller** and seconded by **Trustee Malone Schaefer** authorizing Mayor Schroeder to sign and approve a revised 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.

This revised agreement includes language which provides that recording will remain disabled during flight until reaching the incident scene except in specific situations which are subject to audit, recording retention will be reduced from 30 days to 20 days, and multifactor authentication will be required of users in order to access recorded drone footage.

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

Motion by **Trustee Miller** and seconded by **Trustee Malone Schaefer** authorizing Mayor Schroeder to sign and approve a License Agreement with Flock Safety for the installation of Flock hardware on the Lancaster Municipal Building roof including cameras, drones, poles, clamps, solar panels, installation components, and other devices as necessary.

Adopted Resolution: **80** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** to approve Watts Architects & Engineers as the selected consultant for the NYS EFC Wastewater Infrastructure Engineering Planning Grant No. 2311 based on review and scoring of the RFQ responses by the project selection committee.

Adopted Resolution: **81** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to approve the Estimate #20679 from A 24 Hour Door National, Inc., in the amount of \$22,820.00, for the installation of a double-glazed window storefront door at the North End Fire Hall at 24 West Drullard Avenue, as the lowest responsible quote for this option as a public work service, as part of the Clean Energy Communities (CEC) 2-Star Grant initiative.

Trustee O'Brien commented that the cost will be funded partially through the CEC grant with the remaining cost covered by the Climate Smart department budget.

Adopted Resolution: **82** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to approve a revised Special Events Application pursuant to Chapter 285 of the Village Code to add language to require insurance coverage unless expressly exempted by the Village Board and the inclusion of an event diagram when applicable.

Adopted Resolution: **83** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** authorizing Mayor Schroeder to sign and execute an agreement with J.M.M. Construction of WNY, Inc. for contractor services related to the Pleasant Avenue Sanitary Sewer Lateral Rehabilitation Project as the approved contractor per the awarded bid in the amount of \$270,317.00.

Adopted Resolution: **84** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

**AUDIENCE PARTICIPATION:**

**Ellen Beltz – 68 Lombardy Street:** She commented regarding the 90-day trial period for use of the Flock drones by the Town of Lancaster Police Department and how a decision will be made to continue beyond that period. She also noted negative feedback received about the vendor in other municipalities.

**Justin DelBello – 47 Park Boulevard:** He thanked the Department of Public Works for their quick response to address a basement flooding issue at his property.

**COMMITTEE REPORTS & FOLLOW UPS:**

➤ **FINANCE & CLAIMS** – Trustees Miller & O’Brien

Revisions to a proposed agreement with Wm Schutt & Associates for engineering services were prepared by Attorney Herdzik. The proposed revised agreement will be sent to William Schutt for review.

Trustee O’Brien commented regarding the paper streets. A resident adjacent to Bryant Street called him to pass along frustration about one of the neighbors who is refusing to compromise. He advised this person to mail a letter to the Village outlining the issues and what progress has been made with other neighbors. He thanked Attorney Herdzik for picking up this project after the change in Deputy Village Attorney.

➤ **PUBLIC WORKS** – Trustee Mikoley

No report.

➤ **PUBLIC SAFETY** – Mayor Schroeder

He stated that there is a need to re-establish the Village Wide Safety Committee including participation from insurance representatives who have not been invited to a meeting in the past year.

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

No report.

➤ **HUMAN RESOURCES** – Trustee Malone Schaefer

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to post for the hiring of five (5) seasonal full-time laborer positions for the Department of Public Works for the period from May 26 to August 28 at the hourly wage rate approved in the 2026-2027 budget.

Adopted Resolution: **85**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O’Brien

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to enter into executive session to discuss DPW contract negotiations at 7:15 p.m.

Adopted Resolution: **86**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O’Brien

Motion by **Mayor Schroeder** and seconded by **Trustee Malone Schaefer** to reconvene the regular meeting at 7:24 p.m. There were no votes or action taken during the executive session that would require entry into the minutes.

Adopted Resolution: **87**                      Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O’Brien

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

The Village Car Show is scheduled for June 14<sup>th</sup>.

➤ **ECONOMIC DEVELOPMENT** – Mayor Schroeder

No report.

➤ **SEWER** – Trustee Mikoley

He provided an update on red dye that was found in Cayuga Creek. The source was identified as RMF Printing at 50 Pearl Street following investigations by DPW, Watts Engineers, Matt Fischione, and William Schutt. There was an illicit connection at one of their sinks that was discharging the red dye into the creek. A Notice of Violation was issued on April 17<sup>th</sup> with a Notice to Remedy to cease the discharge and disconnect the sink. A Safety Data Sheet was requested for the dye, and the company will be required to clean out the sewer system. They have 30 days to make corrections and must come up with a plan to address the pending issues.

➤ **GRANTS** – Trustee O'Brien

Plum Bottom Creek Culvert Project

The Phase 1 project is completed. Phase 2 FHWA Grant is already in progress.

ZEV Grant – EV Charging Station

The charger is ordered. The timeline for installation is still pending.

USDA Forest Service & NYSDEC UCF Tree Planting Grants

The trees up and down streets look great. He appreciates the time and effort the DPW put into getting these trees planted so quickly.

New York Forward – LMB Pocket Park

He commented regarding NY Forward reallocation of funds. The low bid for this project came in significantly higher (about \$50,000) than the estimate. There was discussion with NYS Department of State (DOS) about shifting funds for this project. We have been advised by DOS that we can proceed with the project, and funds will be moved to cover the costs that otherwise would have been paid by the Village. There is a slight risk that the request may be denied, but it sounds likely that the additional funds will be approved and reallocated. A resolution will be prepared for Village Board consideration at the next meeting to select a contractor for the project.

NY Forward – Small Project Fund

We requested that \$400,000 in funds be moved into the Small Project Fund to help fund additional projects from the applications that were submitted last summer. The request needs final approval from NYS Homes & Community Renewal (HCR), which will likely come at the end of May.

TAP – Central Avenue Streetscape Broadway to Walden

He provided a copy of the updated mobility hub design in the board meeting packet. He requested that board members review the documents. He anticipates a stakeholder meeting in the second half of May.

Clean Energy Communities (CEC) Grant

We approved a resolution earlier this meeting to purchase window upgrades at the North End Fire Hall.

SAM Grant – Wayfinding & Fire Equipment

There is the potential to have the difference between the \$180,00 SAM grant and the original \$500,000 estimate for wayfinding projects funded by NY Forward. There is a meeting this week to iron out a request to NYSDOS to have those funds reallocated to this project which wasn't funded in the first round.

CDBG – West Drullard Splash Pad

He spoke with Paul D’Orlando at Erie County Department of Environment and Planning. There is no word yet on funding for this project, but he expects to have more information soon.

➤ **TECHNOLOGY & MARKETING** – Trustee Miller

No report.

➤ **CLIMATE SMART** – Trustee O’Brien

The Cayuga Creek Park garden planting is moving forward. DPW will prepare the beds, and the Climate Smart Task Force will handle the planting when the time comes.

**DEPARTMENT HEAD REPORTS & FOLLOW UPS:**

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

He noted that all trees have been planted with about 65 trees left to stake.

Crews have started patching the roads with a focus on Central Avenue and Lake Avenue.

A section of Lake Avenue will be paved this year along with Lombardy Street.

They continue to work on sewer investigations with the assistance of Watts Engineers.

Grass mowing has begun and they will be assisting with events starting up soon.

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

The Village of Lancaster received a Safe Workplace Award in the amount of \$24,502.00 from the NYS Municipal Workers Compensation Alliance recognizing a commitment to safety and efforts in establishing a safe work culture. This award also recognizes the efforts of the Village Wide Safety Committee which is an important part of the overall safety program including participation by insurance representatives.

There is a favorable reduced contribution for 2026-2027 workers compensation costs as a result of the safety efforts and reduction in lost time incidents for employees. These savings provided a positive impact on the overall budget and tax rate that was adopted earlier this evening.

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

There was a Recruit NY event last month at The Rooted Cup.

The annual inspection will take place on May 17<sup>th</sup> at Firefighters Park.

They will be participating in fire education and recruitment events this summer.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

He commented regarding the violation with red dye in the creek. He has been in touch with RMF Printing regarding its operations. The sinks have been disconnected, and they are washing the equipment. A containment has been put in place. A license plumber will assess the conditions and make

recommendations. A contractor will be hired to clean out the storm system. He noted that residual dye may be noticed during heavy rainfall until all the clean up work has been completed.

He is working on food truck inspections this week.

He commented on a perpetual garage sale on Brady Avenue with items placed on the street and within the pedestrian right-of-way. This has been an ongoing issue, and he recommends that any garage sale permits be denied in the future as long as these conditions exist and violations are not addressed.

His office is creating a database of commercial dumpsters throughout the village.

He continues to work on vacant and abandoned buildings and creating an updated list of these properties. He asked that his office be contacted with any known vacant properties to make sure they are included in the database.

A violation has been issued regarding an incident where trees went missing in front of a property. Trustee O'Brien reviewed the incident and the process that took place ahead of the planting of trees. If any owner does not want a tree that was planted in front of their property, they should reach out to the Village to remove the tree rather than taking it out on their own and disposing of it. The tree is Village property and must be returned to the Village and cannot be kept or disposed of by property owners.

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

He thanked the Village Board for its support to move forward with the drone program. There will be an initial 90-day trial period to evaluate its usefulness.

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

He commented regarding the issue with a tree removed by a resident. He stated that this could be a potential crime for theft of Village property in addition to a code violation. He will research the matter.

In regard to execution of the Flock license agreement and schedule, he indicated that the Village of Lancaster needs to be written into the agreement as the "Licensor".

He has drafted letters regarding Daggett Lane and Florence Avenue paper streets to be sent to adjacent owners who are interested in purchasing a section of the street. It is the discretion of the Village Board if the letters can be sent out as drafted, there can be further discussions, or no action can be taken.

Superintendent Cisco questioned the responsibility of DPW regarding cutting the grass and snow plowing of the paper streets. Attorney Herdzik confirmed that DPW should cut the grass, but they are not responsible for plowing out private driveways that may encroach upon the paper streets.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to enter into a confidential session to confer with Attorney Herdzik as legal counsel at 7:58 p.m.

Adopted Resolution: **88**

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

Motion by Trustee O'Brien and seconded by Trustee Mikoley to reconvene the regular meeting at 8:21 p.m. There were no votes or action taken during the confidential session that would require entry into the minutes.

Adopted Resolution:       **89**                   Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

**MISCELLANEOUS:**

-none-

**ADJOURNMENT:**

Motion by Trustee Miller and seconded by Trustee Mikoley to adjourn the meeting at 8:22 p.m.

Adopted Resolution:       **90**                   Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Respectfully submitted,

Michael E. Stegmeier  
Clerk-Treasurer

**ABSTRACT**

**May 11, 2026**

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

April 28, 2026 to May 10, 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:

<b>GENERAL FUND -----in the amount of</b>	<b>\$ 194,543.47</b>
<b>SEWER FUND -----in the amount of</b>	<b>\$ 15,293.18</b>
<b>TRUST FUND -----in the amount of</b>	<b>\$ 450.12</b>
<b>CAPITAL FUND -----in the amount of</b>	<b>\$ 746,019.83</b>
<b>EQUIPMENT RESERVE -----in the amount of</b>	<b>\$</b>
<b>COMMUNITY DEVELOPMENT -----in the amount of</b>	<b>\$</b>
<b>SPECIAL REPAIR RESERVE FUND ----in the amount of</b>	<b>\$</b>

**TOTAL 956,306.60**

**For the period from April 14, 2026 to April 27, 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.

<b>Total Claims.....</b>	<b>70</b>
<b>General Fund Ck#.....</b>	<b>94202-94241</b>
<b>Sewer Fund Ck#.....</b>	<b>12395-12401</b>
<b>Trust Fund Ck#.....</b>	<b>1976-1977</b>
<b>Capital Fund Ck#.....</b>	<b>2634</b>
<b>Community Development Fund Ck#</b>	

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

# Abstract Summary of Funds

Board Meeting Date: May 11, 2026

	General Fund (A)	Sewer Fund (G)	Trust Fund (F)	Capital Fund (H)
Vouchers Paid by Check				
2025-2026 Budget	\$ 115,091.75	\$ 6,472.30	\$ 450.12	\$ 746,019.83
Prepays	\$ 130.00			
Payroll Voucher 4/24/2026	\$ 73,562.99	\$ 8,194.03		
Fica Voucher 4/24/2026	\$ 5,758.73	\$ 626.85		
<b>TOTALS</b>	<b>\$ 194,543.47</b>	<b>\$ 15,293.18</b>	<b>\$ 450.12</b>	<b>\$ 746,019.83</b>

**TOTAL ALL FUNDS \$ 956,306.60**

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

04/27/2026

01:08 PM

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	Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	
26-01456	04/24/26	BARCO005	BARCO PRODUCTS, LLC													
1			PARK BENCHES/TABLES SPRAYPOOL	E		\$5,061.80	A-7110-200-000	E		PARKS-EQUIPMENT-MOWERS/MINI	R	04/24/26	04/24/26		INVRC037961	
26-01457	04/14/26	BIELA005	PAULA BIELAT													
1			COURT STENO SVCS 4/14/2026	E		\$125.00	A-1110-435-000	E		VILLAGE JUSTICE - CONTRACTUAL	R	04/14/26	04/14/26		4/1/2026	
26-01458	04/24/26	BRENN005	BRENNTAG LUBRICANTS, LLC													
1			OIL FOR ALL VEHICLES	E		\$504.55	A-5110-416-000	E		STREETS MAINT-GASOLINE & OIL	R	04/24/26	04/24/26		BLN26-29260	
2			OIL FOR ALL VEHICLES	E		\$504.52	A-3411-416-000	E		FIRE DEPT-GASOLINE & OIL	R	04/24/26	04/24/26		BLN26-29260	
3			OIL FOR ALL VEHICLES	E		\$504.52	A-7110-416-000	E		PARKS-GAS & OIL	R	04/24/26	04/24/26		BLN26-29260	
4			OIL FOR ALL VEHICLES	E		\$504.52	A-8170-416-000	E		STREET CLEANING-GASOLINE & OI	R	04/24/26	04/24/26		BLN26-29260	
5			OIL FOR ALL VEHICLES	E		\$504.52	A-8560-416-000	E		SHADE TREES-GASOLINE & OIL	R	04/24/26	04/24/26		BLN26-29260	
6			OIL FOR ALL VEHICLES	E		\$504.52	G-8120-416-000	E		SANITARY SEWERS-FUEL & LUBE	R	04/24/26	04/24/26		BLN26-29260	
							<b>\$3,027.15</b>									
26-01459	04/24/26	BRENN005	BRENNTAG LUBRICANTS, LLC													
1			RESTOCK ON BULK OIL	E		\$42.18	A-5110-416-000	E		STREETS MAINT-GASOLINE & OIL	R	04/24/26	04/24/26		BLN26-27770	
2			RESTOCK ON BULK OIL	E		\$42.18	A-7110-416-000	E		PARKS-GAS & OIL	R	04/24/26	04/24/26		BLN26-27770	
3			RESTOCK ON BULK OIL	E		\$42.18	A-8170-416-000	E		STREET CLEANING-GASOLINE & OI	R	04/24/26	04/24/26		BLN26-27770	
4			RESTOCK ON BULK OIL	E		\$42.18	G-8120-416-000	E		SANITARY SEWERS-FUEL & LUBE	R	04/24/26	04/24/26		BLN26-27770	
							<b>\$168.72</b>									
26-01460	04/13/26	BROMW005	JACK J BROMWICH													
1			BALIFF AND COURT SUPPORT SVCS	E		\$624.75	A-1110-435-000	E		VILLAGE JUSTICE - CONTRACTUAL	R	04/13/26	04/13/26		4/13/2026	

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

04/27/2026

01:08 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
26-01461	04/24/26	CJKRA005	C J KRANTZ TOPSOIL INC.											
1		MULCH AND TOPSOIL			\$470.00	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R		04/24/26	04/24/26		18-1338
2		MULCH AND TOPSOIL			\$880.00	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R		04/24/26	04/24/26		18-1338
					<b>\$1,350.00</b>									
26-01462	04/24/26	COPIE005	COPIER FAX BUSINESS TECHNOLOGI											
1		COLOR COPY OVERAGE DPW OFFICES			\$4.79	A -5010-441-000	E	STREETS ADMIN-COMPUTER MAIN	R		04/24/26	04/24/26		887429
26-01463	04/24/26	COUNT010	COUNTY LINE STONE CO INC											
1		COLD PATCH			\$200.32	A -5110-413-000	E	STREETS MAINT-RESURFACING M/	R		04/24/26	04/24/26		1932
26-01464	04/24/26	CYNCO005	CYNCON EQUIPMENT INC.											
1		MINIFUSE/SWITCH TRUCK 42			\$159.64	G -8120-453-000	E	SANITARY SEWERS-REPAIRS & MA	R		04/24/26	04/24/26		20560
26-01465	04/24/26	DELAG005	DELAGE LANDEN FINANCIAL SVC											
1		DOCUWEAR SOFTWARE MAY 2026			\$710.00	A -1325-435-200	E	FINANCE TREASURER - SVC MAINT	R		04/24/26	04/24/26		596658419
26-01466	04/24/26	DELAG005	DELAGE LANDEN FINANCIAL SVC											
1		DOCUWEAR SOFTWARE MAY 2026			\$88.05	A -7520-435-000	E	HISTORIC DISTRICT-CONTRACTUA	R		04/24/26	04/24/26		596660468
26-01467	04/20/26	DIVAL005	DIVAL SAFETY EQUIP. INC.											
1		5 SETS OF GEAR/HYDROTEST SCBA			\$458.82	A -3411-260-260	E	FIRE DEPT-SCBA BOTTLES	R		04/20/26	04/20/26		3915818
2		5 SETS OF GEAR/HYDROTEST SCBA			\$1,375.00	A -3411-260-200	E	FIRE DEPT-HELMETS/SUPPLIES	R		04/20/26	04/20/26		3919665
					<b>\$17,833.82</b>									
26-01468	04/24/26	DIVAL005	DIVAL SAFETY EQUIP. INC.											
1		AED BATTERIES X 2 INCLUDE RET.			\$95.30	A -5010-442-000	E	STREETS ADMINISTRATION-SAFET	R		04/24/26	04/24/26		3885200R
26-01469	04/23/26	EATON005	EATON OFFICE SUPPLY											
1		OFFICE SUPP. - COPY PAPER/PERFED			\$116.15	A -1110-401-000	E	VILLAGE JUSTICE - OFFICE SUPPLI	R		04/23/26	04/23/26		PINV1340688
26-01470	04/15/26	EATON005	EATON OFFICE SUPPLY											
1		OFFICE SUPPLIES - MOISTENER			\$5.18	A -1110-401-000	E	VILLAGE JUSTICE - OFFICE SUPPLI	R		04/15/26	04/15/26		PINV1338718

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Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-01471	04/24/26 EBERL005 EBERL IRON WORKS INC									
1	RESTOCK SIGN POSTS / BASES	\$122.00	A -5110-412-000	E	STREET'S MAINT-SIGNS	R	04/24/26	04/24/26		551550
26-01472	04/24/26 ERIEC015 ERIE COUNTY COMPTROLLER									
1	SIGN SHOP SUPPLIES	\$163.75	A -5110-412-000	E	STREET'S MAINT-SIGNS	R	04/24/26	04/24/26		029870
26-01473	04/24/26 GMESC005 GMES COLCHESTER									
1	NEFH PARTS FOR GENERATOR PROJ.	\$1,193.07	A -1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	04/24/26	04/24/26		S55770176.001
26-01474	04/24/26 GREEN010 GREEN MOUNTAIN ELECTRIC SUPPLY									
1	SHOP RESTOCK - ELECTRICAL SUPP	\$46.99	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	04/24/26	04/24/26		S5771466.001
26-01475	04/24/26 HIGHM005 HIGHMARK BCBSWNY									
1	EMPLOYEE HEALTH INS MAY 2026	\$26,460.86	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & R		04/24/26	04/24/26		MAY 2026
2	EMPLOYEE HEALTH INS MAY 2026	\$2,405.14	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M R		04/24/26	04/24/26		MAY 2026
		<b>\$28,866.00</b>								
26-01476	04/24/26 HURTU005 HURTUBISE TIRE INC									
1	REMOVAL OF TIRE SCRAPS	\$253.00	A -1640-453-000	E	DEPT PUBLIC WORKS - REPAIRS	R	04/24/26	04/24/26		5013365
26-01477	04/24/26 ISLAN005 ISLAND TECH SERVICES, LLC.									
1	LFD-9 TRUCK GRILL REPLACEMENT	\$344.44	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	04/24/26	04/24/26		INV76111
26-01478	04/24/26 ISLAN005 ISLAND TECH SERVICES, LLC.									
1	LFD 9-1 POWER SUPPLY	\$354.25	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	04/24/26	04/24/26		INV76180
26-01479	04/24/26 JOEBA005 JOE BASIL CHEVROLET INC.									
1	LFD 9-2 TEST 4 TRAN SLIP/REP	\$637.42	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	04/24/26	04/24/26		1548141
26-01480	04/24/26 KSCON005 K & S CONTRACTORS SUPPLY INC.									
1	MANHOLE REPAIRS IN VILLAGE	\$1,372.00	G -8120-434-000	E	SANITARY SEWERS-REPAIRS/MATE	R	04/24/26	04/24/26		26-04226

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PO #	PO Date	Vendor	Contract	PO Type	Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
26-01481	04/24/26	LABEL005	LABELLA ASSOCIATES										
1	PROF SVCS 2/21-3/20 2026		\$6,206.71	H	-0522-400-118	E	EXPENSES - LMB POCKET PARK (N	R			04/24/26	04/24/26	302374
26-01482	04/24/26	MITCH005	MITCHELL GREENHOUSE										
1	POTTING SOIL BUSINESS DISTRICT		\$472.50	A	-8510-401-000	E	BEAUTIFICATION - SUPPLIES & MAI	R			04/24/26	04/24/26	469230
26-01483	04/24/26	NATIO015	NATIONAL FUEL										
1	NEFH 3277332 03		\$395.28	A	-1621-440-000	E	NORTH END FIRE HALL - GAS	R			04/24/26	04/24/26	3/12/26-4/8/26
26-01484	04/24/26	NATIO015	NATIONAL FUEL										
1	LMB 3090866 03		\$4,646.30	A	-1620-440-000	E	SHARED SERVICES - GAS	R			04/24/26	04/24/26	3/12/26-4/12/26
26-01485	04/24/26	NATIO015	NATIONAL FUEL										
1	DPW 3277341 02		\$2,461.04	A	-1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R			04/24/26	04/24/26	3/10/26-4/8/26
26-01486	04/24/26	NEWEN005	NEW ENTERPRISE STONE & LIME CO										
1	ASPHALT		\$497.42	A	-5110-413-000	E	STREETS MAINT-RESURFACING M/	R			04/24/26	04/24/26	8782555
26-01487	04/24/26	NEWEN005	NEW ENTERPRISE STONE & LIME CO										
1	ASPHALT		\$730.66	A	-5110-413-000	E	STREETS MAINT-RESURFACING M/	R			04/24/26	04/24/26	8777195
26-01488	04/24/26	NEWEN005	NEW ENTERPRISE STONE & LIME CO										
1	ASPHALT		\$2,141.49	A	-5110-413-000	E	STREETS MAINT-RESURFACING M/	R			04/24/26	04/24/26	8780658
26-01489	04/24/26	NIAGA005	NIAGARA FRONTIER EQUIP SALES I										
1	PARTS FOR SCAG MOWER		\$268.21	A	-5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:T	R			04/24/26	04/24/26	P98722
26-01490	04/24/26	NOCOE005	NOCO ENERGY CORP- FUELS										
1	UNLEADED FUEL		\$547.63	A	-5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R			04/24/26	04/24/26	SP1321515
2	UNLEADED FUEL		\$296.61	A	-7110-416-000	E	PARKS-GAS & OIL	R			04/24/26	04/24/26	SP1321515
3	UNLEADED FUEL		\$199.96	A	-8170-416-000	E	STREET CLEANING-GASOLINE & OI	R			04/24/26	04/24/26	SP1321515
4	UNLEADED FUEL		\$107.73	A	-8560-416-000	E	SHADE TREES-GASOLINE & OIL	R			04/24/26	04/24/26	SP1321515
5	UNLEADED FUEL		\$87.72	G	-8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R			04/24/26	04/24/26	SP1321515

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Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
26-01490	04/24/26 NOCOE005 NOCO ENERGY CORP- FUELS				Account Continued					
		<b>\$1,239.65</b>								
26-01491	04/24/26 NOCOE005 NOCO ENERGY CORP- FUELS									
1	DIESEL FUEL	\$510.41	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	04/24/26	04/24/26		SP13285811
2	DIESEL FUEL	\$189.13	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	04/24/26	04/24/26		SP13285811
3	DIESEL FUEL	\$226.97	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	04/24/26	04/24/26		SP13285811
4	DIESEL FUEL	\$333.99	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	04/24/26	04/24/26		SP13285811
5	DIESEL FUEL	\$187.63	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	04/24/26	04/24/26		SP13285811
		<b>\$1,448.13</b>								
26-01492	04/24/26 NOCOE005 NOCO ENERGY CORP- FUELS									
1	DIESEL FUEL	\$153.83	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	04/24/26	04/24/26		SP13291120
2	DIESEL FUEL	\$489.33	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	04/24/26	04/24/26		SP13291120
3	DIESEL FUEL	\$98.97	A -7110-416-000	E	PARKS-GAS & OIL	R	04/24/26	04/24/26		SP13291120
4	DIESEL FUEL	\$127.76	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	04/24/26	04/24/26		SP13291120
5	DIESEL FUEL	\$107.63	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	04/24/26	04/24/26		SP13291120
6	DIESEL FUEL	\$117.82	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	04/24/26	04/24/26		SP13291120
		<b>\$1,095.34</b>								
26-01493	04/24/26 N0000015 NYSE G									
1	CENTRAL/BRADY 1001-1749-818	\$42.10	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	04/24/26	04/24/26		3/12/26-4/10/26
26-01494	04/24/26 N0000015 NYSE G									
1	MON LTG 103-8596-887	\$26.85	A -7110-438-000	E	PARKS-ELECTRIC	R	04/24/26	04/24/26		3/4/26-4/2/26
26-01495	04/24/26 N0000015 NYSE G									
1	CENTRAL/PLEASANT 1009-3026-648	\$336.78	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	04/24/26	04/24/26		3/4/26-4/2/26
26-01496	04/24/26 N0000015 NYSE G									
1	LMB 1001-0038-676	\$1,114.12	A -1620-438-000	E	SHARED SERVICES - ELECTRIC	R	04/24/26	04/24/26		3/3/26-4/1/26
26-01497	04/24/26 N0000015 NYSE G									
1	NEFH 1001-0038-361	\$357.21	A -1621-438-000	E	NORTH END FIRE HALL - ELECTRIC	R	04/24/26	04/24/26		3/3/26-4/1/26

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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	
26-01498	04/24/26	N0000015			N Y S E G										
1		ST LTG R-3 1001-3627-707				\$3,609.57	A-5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	04/24/26	04/24/26	3/1/26-3/31/26		
26-01499	04/24/26	N0000015			N Y S E G										
1		34 CENTRAL 1001-7803-635				\$68.97	A-7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E	R	04/24/26	04/24/26	3/4/26-4/2/26		
26-01500	04/24/26	N0000015			N Y S E G										
1		5 AURORA ST 1001-7804-781				\$168.37	A-8510-438-000	E	BEAUTIFICATION - CBD TREES / RE	R	04/24/26	04/24/26	3/4/26-4/2/26		
26-01501	04/24/26	N0000015			N Y S E G										
1		CENTRAL/WMAIN 1001-7804-799				\$32.04	A-7550-400-000	E	CELEBRATIONS-CONTRACTUAL EX	R	04/24/26	04/24/26	3/4/26-4/2/26		
26-01502	04/24/26	N0000015			N Y S E G										
1		DPW 1001-0111-952				\$1,300.51	A-1640-439-000	E	DEPT PUBLIC WORKS - ELECTRIC	R	04/24/26	04/24/26	3/5/26-4/6/26		
26-01503	04/24/26	N0000015			N Y S E G										
1		16 W MAIN ST 1004-7932-557				\$84.90	A-8510-438-000	E	BEAUTIFICATION - CBD TREES / RE	R	04/24/26	04/24/26	1/30/26-4/1/26		
26-01504	04/24/26	NYSUR005			NYS URBAN FORESTRY COUNCIL										
1		2026 RELEAF HAZARD WORKSHOP 26				\$320.00	A-8560-470-000	E	SHADE TREES-TRAINING	R	04/24/26	04/24/26	AC-116		
26-01505	04/24/26	PARIS005			PARISE MECHANICAL, INC										
1		SVC-DPW FAN RUNNING NONSTOP				\$2,300.65	A-1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	04/24/26	04/24/26	S26-217/S26-188		
26-01506	04/24/26	PRIMO005			PRIMO BRANDS										
1		WATER/RENTAL				\$14.99	A-1620-435-000	E	SHARED SERVICES - CONTRACTU/	R	04/24/26	04/24/26	VARIOUS		
2		WATER/RENTAL				\$58.96	A-1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	04/24/26	04/24/26	VARIOUS		
3		WATER/RENTAL				\$219.35	A-1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	04/24/26	04/24/26	VARIOUS		
						<b>\$293.30</b>									
26-01507	04/24/26	QUERM005			QUERMBACK ELECTRIC INC.										
1		NEFH-GENERATOR PROJECT				\$122.00	A-1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	04/24/26	04/24/26	198690		



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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
26-01517	04/24/26	UNION005	UNION CONCRETE & CONSTRUCTION						Account Continued					
1		PROF SVCS PLUM BOTTOM CREEK	\$739,813.12	H	0522-400-114	E	EXPENSES - PLUMBOTTOM CULVE	R			04/24/26	04/24/26	4/23/2026	
26-01518	04/24/26	WATTS005	WATTS ARCHITECTURE & ENGINEERS											
1		PROF SVCS 1/15-4/12 SEWERS	\$1,177.73	G	8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R			04/24/26	04/24/26	46639	
26-01519	04/20/26	WITME005	WITMER PUBLIC SAFETY GROUP											
1		REWARD PROGRAM PURCHASES	\$335.00	A	3411-260-340	E	FIRE DEPARTMENT - ASSORTED H/	R			04/20/26	04/20/26	INV875492	
2		REWARD PROGRAM PURCHASES	\$100.00	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV872007	
3		REWARD PROGRAM PURCHASES	\$250.00	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV873855	
5		REWARD PROGRAM PURCHASES	\$150.00	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV875441	
6		REWARD PROGRAM PURCHASES	\$197.06	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV876274	
7		REWARD PROGRAM PURCHASES	\$120.00	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV876192	
8		REWARD PROGRAM PURCHASES	\$100.94	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV877640	
9		REWARD PROGRAM PURCHASES	\$150.00	A	3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENT	R			04/20/26	04/20/26	INV877540	
			<b>\$1,403.00</b>											
26-01520	04/27/26	CHART020	CHARTER COMMUNICATION											
1		DPW/LMB/NEFH VOICE/INTERNET	\$228.87	A	1325-474-000	E	FINANCE TREASURER - WEB SITE	R			04/27/26	04/27/26	0081582041726	
2		DPW/LMB/NEFH VOICE/INTERNET	\$228.87	A	1325-474-000	E	FINANCE TREASURER - WEB SITE	R			04/27/26	04/27/26	0081418041726	
3		DPW/LMB/NEFH VOICE/INTERNET	\$135.44	A	1325-474-000	E	FINANCE TREASURER - WEB SITE	R			04/27/26	04/27/26	0081400041726	
			<b>\$593.18</b>											
26-01521	04/27/26	CSEAE005	C S E A EMPLOYEE BENEFIT FUND											
1		EMPLOYEE VISION & DENTAL MAY	\$4,354.47	A	9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R			04/27/26	04/27/26	MAY 2026	
2		EMPLOYEE VISION & DENTAL MAY	\$417.92	G	9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M	R			04/27/26	04/27/26	MAY 2026	
3		EMPLOYEE VISION & DENTAL MAY	\$450.12	T	020-000	G	MEDICAL INSURANCE	R			04/27/26	04/27/26	MAY 2026	
			<b>\$5,222.51</b>											
26-01522	04/27/26	EATON005	EATON OFFICE SUPPLY											
1		COPY PAPER/PENS/FOLDERS CTO	\$97.11	A	1325-401-000	E	FINANCE TREASURER - OFFICE SU	R			04/27/26	04/27/26	PINV1341633	

**Total Purchase Orders: 67 Total P.O. Line Items: 106 Total List Amount: \$868,034.00 Total Void Amount: \$0.00**

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
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**Totals by Year-Fund**  
**Fund Description**

Fund	Expend Total	Revenue Total	G/L Total	Total
6-A	\$115,091.75	\$0.00	\$0.00	\$115,091.75
6-G	\$6,472.30	\$0.00	\$0.00	\$6,472.30
6-H	\$746,019.83	\$0.00	\$0.00	\$746,019.83
6-T	\$0.00	\$0.00	\$450.12	\$450.12
<b>Total Of All Funds:</b>	<b>\$867,583.88</b>	<b>\$0.00</b>	<b>\$450.12</b>	<b>\$868,034.00</b>

**Totals by Fund**  
**Fund Description**

Fund	Expend Total	Revenue Total	G/L Total	Total
A	\$115,091.75	\$0.00	\$0.00	\$115,091.75
G	\$6,472.30	\$0.00	\$0.00	\$6,472.30
H	\$746,019.83	\$0.00	\$0.00	\$746,019.83
T	\$0.00	\$0.00	\$450.12	\$450.12
<b>Total Of All Funds:</b>	<b>\$867,583.88</b>	<b>\$0.00</b>	<b>\$450.12</b>	<b>\$868,034.00</b>

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

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	6-A	\$115,091.75	\$0.00	\$0.00	\$0.00	\$115,091.75
	6-G	\$6,472.30	\$0.00	\$0.00	\$0.00	\$6,472.30
	6-H	\$746,019.83	\$0.00	\$0.00	\$0.00	\$746,019.83
	<b>Total Of All Funds:</b>	<b>\$867,583.88</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$867,583.88</b>

**Ranges**      **Item Status**      **Purchase Types**      **Misc**

**Range:** First to Last  
**Rcvd Batch Id Range:** First to Last  
**Encumbrance Date Range:** First to 05/31/26  
**Open:** N      **Bid:** Y  
**Void:** N      **State:** Y  
**Paid:** N      **Other:** Y  
**Held:** N      **Exempt:** Y  
**Aprv:** N  
**Rcvd:** Y

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

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice		
26-01455	04/21/26	ERIEC035		ERIE COUNTY GOVERNMENTS											
1		APRIL MTG - SCHROEDER/OBRIEN		E	\$65.00	A -1110-470-000	E	VILLAGE JUSTICE - EXPENSE AND	R	04/21/26	04/21/26		APRIL		
2		APRIL MTG - SCHROEDER/OBRIEN		E	\$65.00	A -1210-470-000	E	EXECUTIVE MAYOR - EXPENSES &	R	04/21/26	04/21/26		APRIL		
					<b>\$130.00</b>										
<b>Total Purchase Orders:</b>										<b>1</b>	<b>Total P.O. Line Items:</b>		<b>2</b>	<b>Total List Amount: \$130.00</b>	<b>Total Void Amount: \$0.00</b>

Totals by Year-Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
	6-A	\$130.00	\$0.00	\$0.00	\$130.00
<b>Total Of All Funds:</b>		<b>\$130.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$130.00</b>

Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
	A	\$130.00	\$0.00	\$0.00	\$130.00
<b>Total Of All Funds:</b>		<b>\$130.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$130.00</b>

Batch Id: PAYROLL Batch Date: 04/24/26 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 4/24/2026 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 4/24/2026 Cr: A -200-000 CASH	2,971.82		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 Cr: A -200-000 CASH	7,994.50		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	2,065.76		5
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	561.19		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	2,007.25		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	9,480.34		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 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 4/24/2026 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 4/24/2026 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 4/24/2026 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 4/24/2026 Cr: A -200-000 CASH	7,351.78		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	13,824.02		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	582.25		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 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 4/24/2026 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 4/24/2026 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 4/24/2026 Cr: A -200-000 CASH	6,112.38		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	1,415.20		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	1,918.00		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: A -200-000 CASH	11,200.85		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 Cr: A -522-000 EXPENDITURE CONTROL	1,282.47-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 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 4/24/2026 Cr: G -200-000 CASH	3,287.07		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/24/2026 Cr: G -200-000 CASH	4,906.96		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 Cr: A -200-000 CASH	1,130.50		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 Cr: A -200-000 CASH	35.79		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/24/2026 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 4/24/2026 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 4/24/2026 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 4/10/2026 Cr: A -200-000 CASH	2,626.54		41

WARNING: This account would have a negative balance: A -1620-100-000. Balance would be: 37,851.09-

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	73,562.99	0.00	0.00	0.00	0.00	0.00
	G	8,194.03	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		81,757.02	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	81,757.02
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	39	

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

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

---

Batch Id: FICA      Batch Date: 04/24/26      Batch Type: Recurring

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Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 4/24/2026	5,758.73		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 4/24/2026	626.85		2
Db: G -522-000 EXPENDITURE CONTROL		Cr: G -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,758.73	0.00	0.00	0.00	0.00	0.00
	G	626.85	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,385.58	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,385.58
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	2	

There are NO errors in this listing.

# LISTED CORRESPONDENCE

May 11, 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 April 17, 2026 – May 1, 2026.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.	_____	_____	Correspondence from Town of Lancaster Dog Control providing a Special Events Application for a BARK CRAWL event to be held on Saturday, August 1, 2026 at Cayuga Creek Park.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.	_____	_____	Correspondence from Fire Chief Eric Feldmann requesting the following budget transfer to cover the cost of purchases that were made in accordance with the procurement policy:  - \$56.36 from A3411.26034 (Assorted Hand Tools) to A3411.200 (Equipment).
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.	_____	_____	Correspondence from Fire Chief Eric Feldmann requesting approval to purchase 13 pairs of Fire-Dex FDXL200 boots at a total cost of \$5,070.00 (\$390.00 per pair) after review of 3 quotes, and further to request the following budget transfer to cover the remaining cost of this purchase not available in the current budget line:  - \$120.02 from A3411.26034 (Assorted Hand Tools) to A3411.2602 (Turnout Gear).
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.	_____	_____	Correspondence from DPW Superintendent Wayne Cisco requesting the buyback of two (2) weeks of unused vacation time for the current fiscal year.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.	_____	_____	Correspondence from DPW Clerk-Typist Katelyn Moore requesting approval to carry over four (4) unused vacation days into the next fiscal year.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
8.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
9.	_____	_____	
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	

LISTED # 1  
CORRESPONDENCE  
MEETING DATE 5/11/2026

## VILLAGE COVER SHEET

May 4, 2026 BOARD MEETING

PERMITS ISSUED 20

**VILLAGE PERMIT TOTAL**

INSTALL POOL	1
ERECT DECK	1
INSTALL ROOF	8
ERECT SHED	1
INSTALL FENCE	4
POD	1
ERECT RESIDEMTIAL ALT/ADD	1
INSTALL RESIDENTIAL PLUMBING	2
ERECT COMMERCIAL ADD/ALT	1
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>20</b>

Wayland Brewing Co.	11 W Main St.	Commercial Alt.
H. Youngs Home Improvements	16 Lake Ave.	Er. Deck
Buffalo's Best Roofing	63 Lombardy St.	Roof
Emily Orlando	29 Sherborne Ave.	Residential Alt.
Ark Construction	11 Cowing St.	Roof
Frank's Mr. Plumber	280 Lake Ave.	Residential Plumbing
Franks Basement Systems	11 Lombardy St.	Residential Plumbing
Schuster Construction LLC	21 E. Drullard Ave. E	Roof
Kenneth Wiertel	24 Wilma Dr.	Fence
House Crafters	37 Briarwood Dr.	Roof
Stephen A. McPherson	143 Sixth Ave	Shed
Contrino Landscaping	5605 Broadway St.	Fence
Brain McCadden	157 Hinchey Ave.	Fence
Michael Rembecki	2185 Como Park Blvd.	Fence
Stellar Roofing	29 Southwest Pkwy.	Roof
Stellar Roofing	52 Robert Dr.	Roof
Nicholas Neisen	60 Garfield St.	Roof
Robert Donovan	11 Pleasant Ave.	Temp Pod Storage
Five Star Roofing	22 Randolph St.	Roof
Swimco Manufacturing Inc.	85 Field Ave.	Pool

**Expired Permits Report**

04/17/2026 - 05/01/2026

<b>Permit #</b>	<b>Location</b>	<b>Description of Work</b>	<b>Permit Date</b>	<b>Exp. Date</b>
P-2025-37923	30 Waltham Ave	Replace back valley area and flat roof.	04/17/2025	04/17/2026
P-2025-37927	28 Colonial Ave	Covered front porch deck and stairs as shown on scope of work.	04/17/2025	04/17/2026
P-2025-37951	60 5th Ave	Sump pump install as shown on scope of work, discharge not to cause a nuisance	04/23/2025	04/23/2026
P-2025-37953	88 Sawyer Ave	Complete tear off and install new shingles with 6' ice shield.	04/23/2025	04/23/2026
P-2025-37954	Skoob's Village Grill 50 Central Ave	facade Improvements as shown on Construction drawings and approved Certificate of Appropriateness.	04/23/2025	04/23/2026
P-2025-37955	36 Veterans Dr	Demolish existing garage and install a new garage, 12'-0" from the primary structure as shown on construction drawings.	04/23/2025	04/23/2026
P-2025-37963	Patricia Bruce 5639 Broadway St	Pool deck as shown on plot plan and layout.	04/24/2025	04/24/2026
P-2025-37964	5513 Broadway St	Construction of 2 Residential Accessory Structures as shown on plot plan and drawings.	04/24/2025	04/24/2026
P-2025-37965	5513 Broadway St	6' wood privacy fence as shown on plot plan.	04/24/2025	04/24/2026
P-2025-37966	Bldg. 3100 3825 Walden Ave.	Level 2 Alteration of existing Building #1 as shown on construction drawings and work scope. Occupancy will be issued upon future submittal.	04/25/2025	04/25/2026
P-2025-37976	Bldg. 2300 3825 Walden Ave.	New Construction, Building A Shell Only as shown on Construction Drawings and Approved Site Plan. Separate permits are required for unit occupancy.	04/28/2025	04/28/2026
P-2025-37977	Bldg. 2100 3825 Walden Ave.	New Construction, Building B Shell Only as shown on construction drawings and approved Site Plan. Separate permits are required for unit occupancy.	04/28/2025	04/28/2026
P-2025-37981	46 Woodlawn Ave	AB Pool as plotted on survey	04/29/2025	04/29/2026
P-2025-37983	126 Pleasant Ave	Roof- Complete tear off and replacement as per contract	04/29/2025	04/29/2026
P-2025-37994	70 Lancaster Ave	Roof- complete tear off and replacement as per contract	04/30/2025	04/30/2026
P-2025-38001	28 Burwell Ave	10' x 14' shed as located on survey. Not in any easements.	05/01/2025	05/01/2026
P-2025-38004	18 Church St	Prescriptive front porch renovation as described in scope and photographs.	05/01/2025	05/01/2026

**Total Expired Permits: 17**

## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 04/17/26</i>						
2026-0236	24 Parkview Ct	115.57-2-24	Trash/Rubbish	Closed	Becky Jaszka	Garbage Left away
<b>Open Date: 04/17/26 Total #: 1</b>						
<i>Open Date: 04/20/26</i>						
2026-0238	3461 Walden Ave	104.11-1-6.1	Exterior Property Maint	Open	Carl Mrozek	
2026-0239	11 Veterans Dr	104.08-6-13	Misc	Open	Kris Wicks	
<b>Open Date: 04/20/26 Total #: 2</b>						
<i>Open Date: 04/22/26</i>						
2026-0243	62 Holland Ave	104.75-5-18	Exterior Property Maint	Open	Ashley Breier	
2026-0244	71 Holland Ave	104.75-3-22	Exterior Property Maint	Open	James Fleischman	
<b>Open Date: 04/22/26 Total #: 2</b>						
<i>Open Date: 04/23/26</i>						
2026-0248	11 Robert Dr	115.10-4-1	Misc	Open	11 Robert Drive LLC	Jennifer Lawrence
2026-0249	10 Brady Ave	104.15-10-24	Misc	Open	Joseph Lee	
<b>Open Date: 04/23/26 Total #: 2</b>						
<i>Open Date: 04/24/26</i>						
2026-0251	38 Aurora St	104.82-1-15.21	Misc	Open	NYSARC, Inc.	
2026-0252	29 Camner Ave	115.11-2-21	Misc	Open	James Handrich	
2026-0253	Yelling Goat Restaurant, 205 Central Ave	104.15-9-26.1	Exterior Property Maint	Open	PAMOJAL LLC	
<b>Open Date: 04/24/26 Total #: 3</b>						
<i>Open Date: 04/27/26</i>						
2026-0254	32 Wren Ave	104.50-3-7	Misc	Open	Sylvia Walworth	
2026-0255	5647 Broadway St	115.28-4-9	Misc	Open	Martin Whiteford	
2026-0256	3531 Walden Ave	104.11-4-3	Misc	Open	Emily Davis	
<b>Open Date: 04/27/26 Total #: 3</b>						
<i>Open Date: 04/29/26</i>						
2026-0263	40 Harvey Dr	115.10-5-8	Exterior Property Maint	Open	Russell Cammarata	
<b>Open Date: 04/29/26 Total #: 1</b>						
<i>Open Date: 04/30/26</i>						
2026-0264	72 Robert Dr	115.10-8-20	Misc	Open	Richard Gorzynski	
<b>Open Date: 04/30/26 Total #: 1</b>						
<i>Open Date: 05/01/26</i>						
2026-0267	3513 Walden Ave	104.11-2-8	Work w/out Permit	Open	Duane Lawicki	
2026-0268	25 Highland Pl	104.49-3-6	Trash/Rubbish	Open	Brian Murphy	
<b>Open Date: 05/01/26 Total #: 2</b>						

Town of Lancaster

**Inspections Report**

Start Date: 04/16/2026 End Date: 05/01/2026

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

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
115.11-3-2	1965 Como Park Blvd	Como Park Dental Associates 716-683-7666	05/01/2026	Business - 3 yr	Ronald Capozzi	Fail

**Total Inspections:** 1

**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: <b>Town of Lancaster Dog Control – BARK CRAWL</b>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <b>Tented Vendor Event</b>	
Event Date(s): <b>Saturday, August 1, 2026</b>	Event Time(s): <b>10am - 3pm</b>
Applicant Name: <b>Jessica Pyc/Dawn Schroeder</b>	Event Location: <b>VOL Cayuga Creek Park</b>
Individual/Group/Corporation Name Holding Event: <b>Town of Lancaster Dog Control</b>	Village Property Affected (If Applicable): <b>VOL Cayuga Creek Park</b>
Applicant Address, City, State, Zip: <b>21 Central Avenue Lancaster, NY 14086</b>	Support Services Requested of the Village (If Applicable): <b>Use of VOL Wooden Benches &amp; Garbage Cans</b>
Applicant Email: <b>jpyc@police.lancasterny.gov dschroeder@lancasterny.gov</b>	Applicant Phone <b>(716) 517-1088 (716) 912-4844</b>

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:
<b>Mike Greco</b>	<b>(716) 523-6580 mgreco@police.lancasterny.gov</b>	<b>Saturday, August 1st 9am-4pm</b>
<b>Jessica Pyc</b>	<b>(716) 517-1088 jpyc@police.lancasterny.gov</b>	<b>Saturday, August 1st 9am-4pm</b>
<b>Dawn Schroeder</b>	<b>(716) 912-4844 dschroeder@lancasterny.gov</b>	<b>Saturday, August 1st 9am-4pm</b>

Anticipated Peak Attendance Number: <b>500</b>	Anticipated Age Range of those in Attendance: <b>2 - 80</b>
Will Alcohol be consumed? <b>No</b>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <b>Presentations made at a tent with microphoned speakers</b>

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

Yes. Licensed, leashed dogs welcomed. Also, demonstrations may include licensed, leashed dogs.

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.

No. Will work with, and direct to, downtown merchants for both in-store product offerings and restaurants for food/drink offerings.

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:

Map attached shows location of tents and dog performances within Cayuga Creek Park  
Parking available in within entirety of Village Center

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

There will be 2 officers on foot during event to assist.

(c) Location of Trash Facilities:

No food/drink served at event/outside restaurants – Trash receptacles needed for patrons who bring their food on event premise for proper disposal.

(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:

No formal entrance/exit needed.

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

See map attached.

(If Applicable) Organization providing Security:  
Town of Lancaster Dog Control & Police Dept.

(If Applicable) Number of Security Personnel:

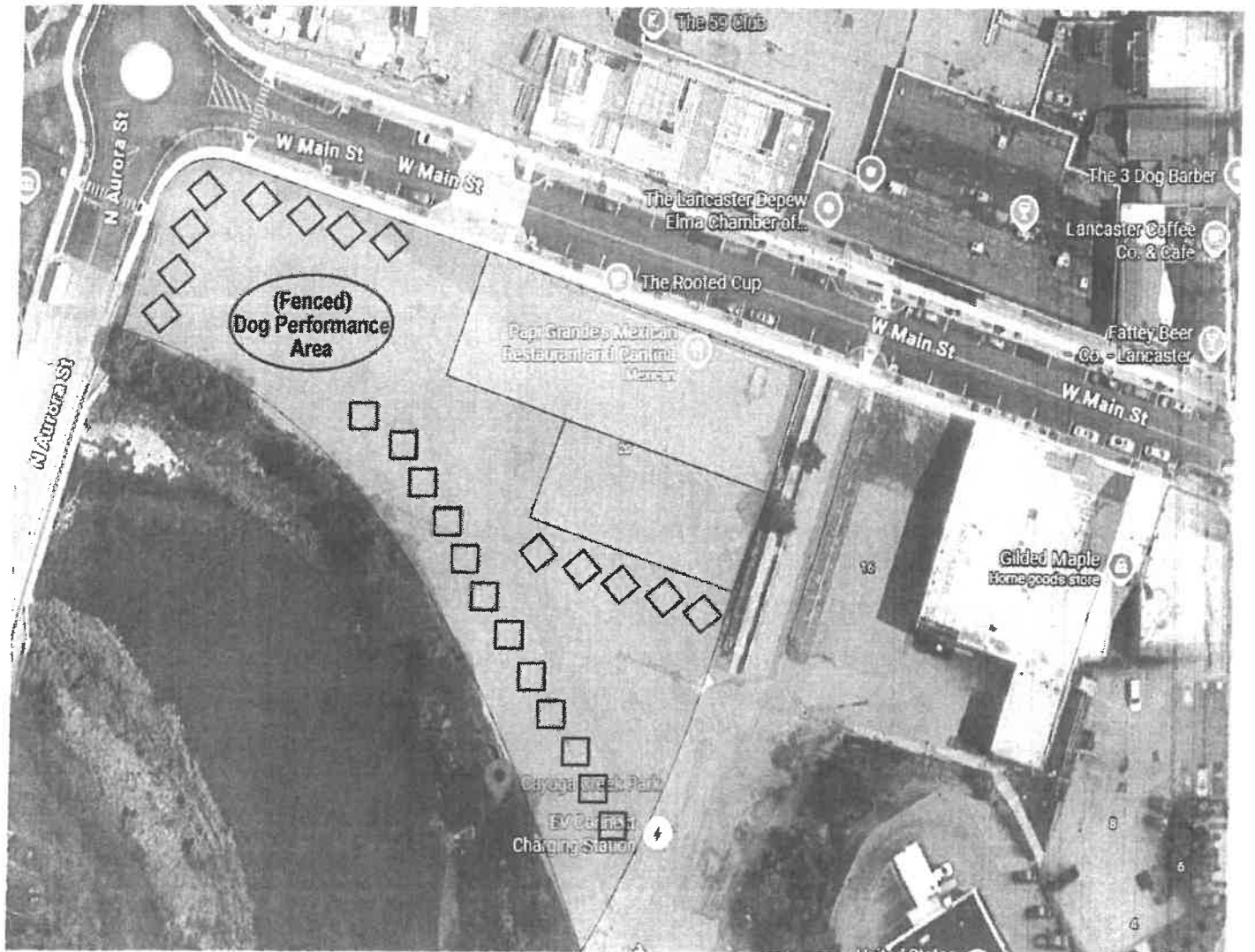
Signature of Applicant:



Date:

04/09/2026

POST REVIEW DISPOSITION:  Village Board approved  Village Board not approved  Applicant advised of Village Board determination  Village Board advised of Village Board determination  Village Board advised of Village Board determination  Village Board advised of Village Board determination



# Lancaster Fire Department



LISTED # 3  
CORRESPONDENCE  
MEETING DATE 5/11/2026

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

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

5/3/2026

Mayor Schroeder and Honorable Village Board,

Please make the following budget line transfer to balance the Lancaster Fire Department budget lines.

Please transfer:

\$56.36 From budget line 1.3411.26034 Assorted Hand Tools to budget line 1.3411.2 Equipment.

The budget line that we are asking for a transfer from has sufficient funds to cover the other budget line shortages. All of these purchases were done using the Lancaster Village procurement policy. Please let me know if more information is needed.

Respectfully,



Eric Feldmann

Lancaster Fire Department

Fire Chief

# Lancaster Fire Department

LISTED # 4  
CORRESPONDENCE  
MEETING DATE 5/11/2026

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



Office: 716.683.1901  
Fax: 716.683.1903  
Email: info@lancasterfd.org

5/5/2026

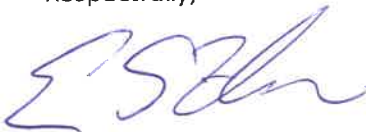
Mayor Schroeder and Honorable Village Board,

The Lancaster Fire Department would like to purchase 13 pairs of new fire boots for our members out of our current budget line 1.3411.2602 Helmets and Supplies that we currently have \$4,949.98. Attached are 3 different quotes for fire boots, and we would like to go with the quote from Dival for the Fire-Dex FDXL200 boots at \$390.00 per pair.

13 pairs of Fire-Dex FDXL200 boots at \$390.00 per pair would come to a total of \$5,070.00 so we would also request to move \$120.02 from budget line 1.3411.26034 Assorted Hand Tools to budget line 1.3411.2602 Helmets and Supplies to cover the budget line shortage.

Please let me know if you need more information.

Respectfully,



Eric Feldmann

Lancaster Fire Department

Fire Chief



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

Bill to: LANCASTER FIRE DEPARTMENT  
 PO BOX 15  
 LANCASTER NY 14086

Ship to: LANCASTER FIRE DEPARTMENT  
 5423 BROADWAY  
 Asst Chief Tom K  
 LANCASTER NY 14086

<u>CUSTOMER NUMBER</u>	<u>PRINT DATE</u>	<u>CONTACT</u>	<u>CARRIER</u>
103603	4/14/26	Asst Chief Tom K	ODSP FIRE BUFFALO

<u>ORDER NUMBER</u> 00413 00	<u>CUSTOMER PURCHASE ORDER</u> FIREDEX	<u>SALES REPRESENTATIVE</u> 160 JIM DICK	<u>INSTRUCTIONS</u>
---------------------------------	---	---	---------------------

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
10		10	PR	FDXL20010 FireDex Model 200 leather boot, size 10	\$390.00000	\$3900.00
10		10	PR	277202510 Black Diamond X2 NFPA leather fire boot, size 10 THANK YOU!	\$425.00000	\$4250.00

Pricing subject to change

Not an Invoice

Total Line Items 2

\* COMPLETE \*

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$8150.00	.000		\$8150.00



# Quote

(877) 637-3473

Quote # QT2060290  
 Date 04/17/2026  
 Expires 05/02/2026  
 Sales Rep Moore, Jeffrey  
 Shipping Method FedEx Ground  
 Customer Lancaster Fire Department (NY)  
 Customer # C203785

**Bill To**

Lancaster Fire Department  
 5423 BROADWAY ST  
 LANCASTER NY 14086-2148

**Ship To**

Lancaster Fire Department  
 5423 BROADWAY ST  
 LANCASTER NY 14086-2148

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
BT4020-12-Medium			Structural Firefighting Boot (each pair comes with two removable shims to customize your width) *NEEDS QUICK QUOTE*	1	\$355.00	\$355.00
804-6369-Black-11.5-Medium			Men's QR14 - 14" Pull-On Leather Structural Boot	1	\$375.00	\$375.00
2772025-11.5-Medium			X2 NFPA Leather Fire Boot	1	\$425.00	\$425.00
BT5555-11.5-Medium			Honeywell PRO Nighthawk 5555 *NEEDS QUICK QUOTE*	1	\$560.00	\$560.00

**Subtotal** \$1,715.00

**Contact:** C203785 Lancaster Fire Department (NY) : Tom Kukoleca (716) 997-5468

**Shipping Cost** \$0.00

**Tax Total** \$0.00

**Total** \$1,715.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2060290



101 Independence Way  
 Coatesville, PA 19320  
 www.wpsginc.com  
 terry.dickinson@thefirestore.com  
 (716) 534-6127

# Quote

<b>Quote#</b>	QUO312653
<b>Date</b>	04/15/2026
<b>Exp. Date</b>	05/15/2026

**Bill To:**

Village of Lancaster Fire Dept  
 PO Box 15  
 Lancaster, NY 14086-0015  
 United States

**Ship To:**

303642 Village of Lancaster Fire  
 Dept  
 5423 Broadway St  
 Lancaster, NY 14086-2148  
 United States

**Black Diamond X2 NFPA Leather Fire Boot**

ID	Name	Terms	Sales Rep
303642	Village of Lancaster Fire Dept	Net 30	Terry Dickinson

#	Item Name	Description	Quantity	Unit Price	Amount
1	BD-277-2025-110	Black Diamond X2 NFPA Leather Fire Boot, Size: 11	1	415.00	415.00
2	FREIGHT-TBD	Freight / Shipping Charges to be Determined	1	0.00	0.00

<p><b>ACCEPTANCE OF QUOTATION</b></p> <p>The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.</p> <p><b>Quotation is valid until May 15, 2026</b></p> <p>Signature: _____ Date: _____</p>	<b>Subtotal:</b>	415.00
	<b>Discount:</b>	0.00
	<b>Tax Total:</b>	0.00
	<b>Freight:</b>	0.00
	<b>Total:</b>	<b>415.00</b>





## Village of Lancaster

LISTED # 5  
CORRESPONDENCE  
MEETING DATE 5/11/2026

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

May 4, 2026

### **RE: Vacation Buyback Request**

Honorable Members of the Village Board,

I am writing to respectfully request consideration for the buyback of two weeks of unused vacation time for the current fiscal year. Due to departmental responsibilities, scheduling demands, and ongoing work commitments throughout the year, I was unable to utilize all my accrued vacation time. As a result, I would appreciate the opportunity to participate in a vacation buyback for the remaining two weeks. Please let me know if there are any additional forms, approvals, or documentation required to proceed.

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



## *Village of Lancaster*

LISTED # 6  
CORRESPONDENCE  
MEETING DATE 5/11/2026

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

[www.lancastervillage.org](http://www.lancastervillage.org)

## *Department of Public Works*

5200 Broadway

Lancaster, New York 14086-2097

*Katelyn Moore*  
Clerk Typist  
E-Mail: [kmoore@lancastervillageny.gov](mailto:kmoore@lancastervillageny.gov)

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

***RE: Request to Carry-Over Unused Vacation Time***

May 6, 2026

Honorable Members of the Village Board,

I hope this letter finds you well. I am writing this letter to respectfully request the Village Board's consideration and approval to carry over four unused vacation days into the next fiscal year. I would sincerely appreciate the opportunity to retain these four vacation days for future use during the 2026-2027 fiscal year. Thank you for your continued support, leadership, and consideration of this request. I truly appreciate the Board's ongoing commitment to both the organization and its employees. Please let me know if any additional information or documentation is required.

If you have any questions or concerns, please contact me.

Sincerely,

Katelyn Moore  
Clerk Typist  
5200 Broadway  
Lancaster, NY 14086  
(716) 683-1028 x 302

# RESOLUTIONS

May 11, 2026

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Resolution to award the contract for the Lancaster Pocket Park Project to Miller Construction Services, Inc., d/b/a Scott Lawn Yard, in the amount of \$295,800.00, as the lowest responsible bidder per the review and recommendation of LaBella Associates as the consultant engineer for this project.
	ACTION -	Approved Denied Refer to:	
2.	_____	_____	Resolution to approve the July 1, 2026 renewal of medical insurance plans for the Village of Lancaster as follows: <ul style="list-style-type: none"> <li>- Highmark BC/BS of WNY Silver POS 8100 (Active &amp; Retired Employees)</li> <li>- Independent Health iDirect Silver Coinsurance HSAQ (Active &amp; Retired Employees)</li> <li>- Highmark BC/BS of WNY Platinum EX Plus (Special Retirees – 1 Member)</li> <li>- Highmark BC/BS of WNY Silver PPO 8100 (Out of Area Option)</li> </ul>
	ACTION -	Approved Denied Refer to:	
3.	_____	_____	Resolution authorizing Mayor Schroeder to sign and approve a Member Participation Agreement with NYS Municipal Workers' Compensation Alliance for workers compensation insurance coverage for the period from 6/1/2026 to 5/31/2027 with a renewal funding contribution of \$256,932.00.
	ACTION -	Approved Denied Refer to:	
4.	_____	_____	Resolution authorizing Mayor Schroeder to sign and approve the SYNERGEV Site Host Agreement for the DCFC EV Charging Station to be installed at the Cayuga Creek Park location by CIR Electrical Construction as the awarded contractor for this project.
	ACTION -	Approved Denied Refer to:	
5.	_____	_____	Resolution to approve payment to synergEV Inc. in the amount of \$1,095.00 for the DCFC Commissioning Support related to the EV Charging Station to be installed at the Cayuga Creek Park location.
	ACTION -	Approved Denied Refer to:	
6.	_____	_____	Resolution to approve the 5-Year parts and labor warranty from synergEV Inc. in the amount of \$9,890.81 for the DCFC EV Charging Station to be installed at the Cayuga Creek Park location.
	ACTION -	Approved Denied Refer to:	
7.	_____	_____	Resolution to approve the negotiated changes to the CSEA Collective Bargaining Agreement covering the period from June 1, 2026 through May 31, 2030.
	ACTION -	Approved Denied	

April 22, 2026

Michael Stegmeier, Village Clerk  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

RE: **Bid Opening**  
**Lancaster Pocket Park**  
**LaBella Project No. 2251594**

Michael,

LaBella Associates has completed its review of the bids received for the Lancaster Pocket Park Project, which were publicly opened on April 22, 2026.

Three bids were submitted for consideration:

- Junior's Design Build Firm, LLC in the amount of \$386,000.00
- Wayside Nursery, Inc. in the amount of \$364,440.00
- Miller Construction Services, Inc. d/b/a Scott Lawn Yard in the amount of \$295,800.00

After review of the submitted bids, LaBella Associates recommends award of the contract to Miller Construction Services, Inc. d/b/a Scott Lawn Yard as the lowest responsible bidder.

In addition to submitting the lowest bid, LaBella Associates has prior experience working with Miller Construction Services, Inc. on the Fleischmann Park improvements and Webster Street improvements in the City of North Tonawanda. Based on this experience, we have found Miller Construction to be reliable, responsive, and easy to work with throughout project construction and coordination.

Given their competitive bid amount and demonstrated performance on similar municipal improvement projects, we believe Miller Construction Services, Inc. is well-qualified to successfully complete the Lancaster Pocket Park Project and recommend that the contract be awarded to them.

Please feel free to contact our office with any questions regarding this recommendation

Respectfully Submitted,  
LaBella Associates



Douglas C. McCord, RLA, ASLA, Project Manager

BIDDER	BID AMOUNT	SUBMISSION	REMARKS/COMMENTS
<b>Junior's Design Build Firm, LLC</b> <i>Name</i> 7800 Bley Rd. <i>Address</i> Eden NY 14057 City Zip Daniel Canfield <i>Representative</i>	Total Base Bid	<input checked="" type="checkbox"/> Signed	
	\$386,000.00	<input checked="" type="checkbox"/> Sealed	
	Alternate No. 1	<input checked="" type="checkbox"/> Acknowledgement of addenda	
	Alternate No. 2	<input checked="" type="checkbox"/> Bid security	
	Alternate No. 3	<input checked="" type="checkbox"/> Executed Non-Collusion Certificate	
	Alternate No. 4	<input checked="" type="checkbox"/> Executed Site investigation Certification	
	Alternate No. 5	<input type="checkbox"/>	
	Alternate No. 6	<input type="checkbox"/>	
	Alternate No. 7	<input type="checkbox"/>	
	Alternate No. 8	<input type="checkbox"/>	
	Alternate No. 9	<input type="checkbox"/>	
	Alternate No. 10	<input type="checkbox"/>	
	Alternate No. 11	<input type="checkbox"/>	
Total Bid w/ Alternates	\$386,000.00		
<b>Wayside Nursery, Inc.</b> <i>Name</i> 8962 Porter Rd. <i>Address</i> Niagara Falls NY 14304 City Zip Jeff Delmont <i>Representative</i>	Base Bid	<input checked="" type="checkbox"/> Signed	
	\$364,440.00	<input checked="" type="checkbox"/> Sealed	
	Alternate No. 1	<input checked="" type="checkbox"/> Acknowledgement of addenda	
	Alternate No. 2	<input checked="" type="checkbox"/> Bid security	
	Alternate No. 3	<input checked="" type="checkbox"/> Executed Non-Collusion Certificate	
	Alternate No. 4	<input checked="" type="checkbox"/> Executed Site investigation Certification	
	Alternate No. 5	<input type="checkbox"/>	
	Alternate No. 6	<input type="checkbox"/>	
	Alternate No. 7	<input type="checkbox"/>	
	Alternate No. 8	<input type="checkbox"/>	
	Alternate No. 9	<input type="checkbox"/>	
	Alternate No. 10	<input type="checkbox"/>	
	Alternate No. 11	<input type="checkbox"/>	
Total Bid w/ Alternates	\$364,440.00		
<b>Miller Construction Services, Inc d/b/a Scott Lawr</b> <i>Name</i> 3305 Haseley Drive <i>Address</i> Niagara Falls NY 14304 City Zip Christine Miller <i>Representative</i>	Total Base Bid	<input checked="" type="checkbox"/> Signed	
	\$295,800.00	<input checked="" type="checkbox"/> Sealed	
	Alternate No. 1	<input checked="" type="checkbox"/> Acknowledgement of addenda	
	Alternate No. 2	<input checked="" type="checkbox"/> Bid security	
	Alternate No. 3	<input checked="" type="checkbox"/> Executed Non-Collusion Certificate	
	Alternate No. 4	<input checked="" type="checkbox"/> Executed Site investigation Certification	
	Alternate No. 5	<input type="checkbox"/>	
	Alternate No. 6	<input type="checkbox"/>	
	Alternate No. 7	<input type="checkbox"/>	
	Alternate No. 8	<input type="checkbox"/>	
	Alternate No. 9	<input type="checkbox"/>	
	Alternate No. 10	<input type="checkbox"/>	
	Alternate No. 11	<input type="checkbox"/>	
Total Bid w/ Alternates	\$295,800.00		



Village of Lancaster

July 2026 Health Insurance Renewal

Benefits Consultant: Kelly Stark

2026 Health Insurance Renewal	2025 CURRENT Highmark BCBS of WNY Silver POS 7100 (NC)	2026 RENEWAL Highmark BCBS of WNY Silver POS 7100 (C)	2026 LOWER COST OPTION Highmark BCBS of WNY Silver POS 8100 ( NC)
<b>HSA Qualified Status:</b>	Yes	Yes	Yes
<b>RX</b>	<b>15 EMPLOYEES ENROLLED</b> \$10/\$40/50% after deductible	\$10/\$40/50% after deductible	\$15/\$50/50% after deductible
<b>Dependent Rider</b>	30	30	30
<b>Employee Only</b>	\$721.18	\$807.49	\$748.39
<b>Employee &amp; Child(ren)</b>	\$1,226.01	\$1,372.74	\$1,272.26
<b>Employee &amp; Spouse</b>	\$1,442.37	\$1,614.98	\$1,496.77
<b>Family</b>	\$2,055.37	\$2,301.35	\$2,132.90
<b>Percentage Change</b>		<b>11.97%</b>	<b>3.70%</b>
<b>PCP / Specialist Copay</b>	\$30/\$50 after deductible	\$30/\$50 after deductible	40% after Deductible
<b>Deductible</b>	\$2,750/\$5,500	\$2,750/\$5,500	<b>\$3,500/\$7,000</b>
<b>After Deductible</b>	Copay	Copay	40% after Deductible
<b>Max Out-of-Pocket</b>	\$7,500/\$15,000	\$7,500/\$15,000	\$8,000/\$16,000

RESOLUTION # 2  
MEETING DATE 5/11/2026

Village of Lancaster  
 July 2026 Health Insurance Renewal

Benefits Consultant: Kelly Stark



2026 Health Insurance Renewal	2025		2026		2026
	Current Independent Health iDirect Silver Copay HSAQ	RENEWAL Independent Health iDirect Silver Copay HSAQ (c)	LOWER COST OPTION Independent Health iDirect Silver Coinsurance HSAQ (c)	2025	2026
<b>HSA Qualified Status:</b>	Yes	Yes	Yes		Yes
	<b>2 EMPLOYEES ENROLLED</b>				
<b>RX</b>	\$15/\$50/50% after Deductible	\$15/\$50/50% after Deductible	\$15/\$50/50% after Deductible		\$15/\$50/50% after Deductible
<b>Dependent Rider</b>	30	30	30		30
<b>Employee Only</b>	\$757.88	\$860.53	\$860.53		\$804.38
<b>Employee &amp; Child(ren)</b>	\$1,288.40	\$1,462.90	\$1,462.90		\$1,367.45
<b>Employee &amp; Spouse</b>	\$1,515.76	\$1,721.06	\$1,721.06		\$1,608.76
<b>Family</b>	\$2,159.96	\$2,452.51	\$2,452.51		\$2,292.48
<b>Overall Percentage Change</b>		<b>13.54%</b>	<b>13.54%</b>		<b>6.13%</b>
<b>PCP / Specialist Copay</b>	\$35/\$60 after Deductible	\$35/\$65 after Deductible	\$35/\$65 after Deductible		25% after Deductible
<b>Deductible</b>	\$2,000/\$4,000	<b>\$2,250/\$4,500</b>	<b>\$2,250/\$4,500</b>		<b>\$3,500/\$7,000</b>
<b>After Deductible</b>	Copay	Copay	Copay		25% Coinsurance
<b>Max Out-of-Pocket</b>	\$7,500/\$15,000	\$8,300/\$16,600	\$8,300/\$16,600		\$7,500/\$15,000



Village of Lancaster

July 2026 Health Insurance Renewal

Benefits Consultant: Kelly Stark

2026 Health Insurance Renewal	2025 Current	2026 RENEWAL
	Highmark BCBS of WNY Platinum EX Plus (C)	Highmark BCBS of WNY Platinum EX Plus (C)
<b>HSA Qualified Status:</b>	No	No
<b>RX</b>	<b>1 EMPLOYEE ENROLLED</b> \$5/\$30/50%	\$5/\$30/50%
<b>Dependent Rider</b>	30	30
<b>Employee Only</b>	\$1,019.01	\$1,123.63
<b>Employee &amp; Child(ren)</b>	\$1,732.32	\$1,910.17
<b>Employee &amp; Spouse</b>	\$2,038.02	\$2,247.26
<b>Family</b>	\$2,904.18	\$3,202.35
<b>Percentage Change</b>		\$8,483.41 <b>10.27%</b>
<b>PCP / Specialist Copay Deductible</b>	\$10/\$30 N/A In-Network	\$10/\$30 N/A In-Network
<b>After Deductible</b>	N/A In-Network	N/A In-Network
<b>Max Out of Pocket</b>	\$3,500/\$7,000	\$3,500/\$7,000

Village of Lancaster  
 July 2026 Health Insurance Renewal  
 Benefits Consultant: Kelly Stark



	2025 CURRENT Highmark BCBS of WNY Silver PPO 7100 (NC)	2026 RENEWAL Highmark BCBS of WNY Silver PPO 7100 (C)	2026 LOWER COST OPTION Highmark BCBS of WNY Silver PPO 8100 (NC)
<b>HSA Qualified Status:</b>	Yes	Yes	Yes
<b>RX</b>	<b>NO CURRENT MEMBERSHIP</b> \$10/\$40/50% after deductible	\$10/\$40/50% after deductible	\$15/\$50/50% after deductible
<b>Dependent Rider</b>	30	30	30
<b>Employee Only</b>	\$920.62	\$1,026.34	\$952.82
<b>Employee &amp; Child(ren)</b>	\$1,565.05	\$1,744.79	\$1,619.79
<b>Employee &amp; Spouse</b>	\$1,841.23	\$2,052.69	\$1,905.64
<b>Family</b>	\$2,623.75	\$2,925.08	\$2,715.53
<b>Percentage Change</b>		<b>11.48%</b>	<b>3.40%</b>
<b>PCP / Specialist Copay</b>	\$30/\$50 after deductible	\$30/\$50 after deductible	40% after Deductible
<b>Deductible</b>	\$2,750/\$5,500	\$2,750/\$5,500	<b>\$3,500/\$7,000</b>
<b>After Deductible</b>	Copay	Copay	40% after Deductible
<b>Max Out-of-Pocket</b>	\$7,500/\$15,000	\$7,500/\$15,000	\$8,000/\$16,000



RESOLUTION # 3  
MEETING DATE 5/11/2026

Christopher A. Koetzle  
Chairman

Michael E. Kenneally  
Executive Director

May 4, 2026

Mike Stegmeier  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086  
Via Email:mstegmeier@lancastervillage.org

**RE: Workers' Compensation Funding Contribution June 1, 2026 - May 31, 2027**

Dear Mr. Stegmeier:

A renewal funding contribution of \$256,932.00 has been developed for the Village of Lancaster's funding year beginning on June 1, 2026 - May 31, 2027. A payroll breakdown by job classification used to determine your Comp Alliance funding contribution, along with your Certificate of Insurance and an invoice for your Comp Alliance funding contribution are attached. A Certificate of Insurance can only be issued by our office. Please request all certificates by email to Jaclyn Czarnecki at [jczarnecki@wrightinsurance.com](mailto:jczarnecki@wrightinsurance.com) or Tricia Murphy at [pmurphy@wrightinsurance.com](mailto:pmurphy@wrightinsurance.com).

The funding contribution listed above does not include your estimated New York State assessment. The invoice for the estimated assessment is included in your renewal packet. As the 2025 estimated assessment amount was billed earlier this year and cannot yet be reconciled, the invoice in this packet reflects the estimated total due for 2026 with the 2024 reconciliation balance or credit applied. Please review and remit payment for the estimated assessment as directed on the invoice. Should you have any questions, please contact me directly.

The new law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your actual payroll and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to adjust the assessment rate during the fiscal year.

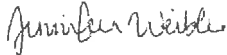
As a member of the Comp Alliance, you are responsible for submitting quarterly payroll reports to the Comp Alliance so that we may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The new regulations require that the payroll reported to the Comp Alliance for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board. The 2026 assessment rate has been revised to 7.0%.

Also enclosed please find your copy of the Participation Agreement which reflects the basic terms of membership in the Program. If you have not done so already, please sign and send back to [pmurphy@wrightinsurance.com](mailto:pmurphy@wrightinsurance.com). Retain the original for your records.

As a program designed exclusively for municipalities, we understand that local government resources are stretched. The Board of Trustees of the Comp Alliance, the Association of Towns of the State of New York (the Plan Administrator) and Wright Risk Management (the Plan Manager) remain committed to keeping rates stable and the costs of the program as low as possible for all members.

We value our relationship with you, and it is our intention to continue to deliver a dynamic and fiscally sound workers' compensation program to all members of the Comp Alliance for many years to come.

Very truly yours,



Jennifer Weible  
Director, Workers' Compensation Underwriting  
516-944-2804  
JWeible@wrightinsuarance.com

Enclosures

**Plan Manager: Wright Risk Management**  
900 Stewart Avenue, Suite 600, Garden City, NY 11530  
Phone: 866-697-6922 Fax: 516-227-2352



## **Member Participation Agreement**

Member: **Village of Lancaster**

Agent: **Direct Account**

Participation Period: **June 1, 2026 - May 31, 2027**

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

**How Group Self-Insurance Works:** Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

### **Joint and Several Liability**

**Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.**

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

**Executive Director: Michael Kenneally  
518-465-0128**

**Claims: Maria Luciano  
516-750-9376**

**Member Services: John Triessi  
866-697-7665**



### **A. Coverages Provided by the Comp Alliance**

**Workers' Compensation Coverage:** provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

**Employers' Liability Coverage:** provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

### **B. Member Responsibilities**

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- agrees to remain a member for the term of membership set forth below. A short-rate penalty, as adopted and amended from time to time by the Board of Trustee, may be applied to early terminations.
- agrees not to enter into the settlement of any claim without the express written consent of the Comp Alliance.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

**Executive Director: Michael Kenneally**  
518-465-0128

**Claims: Maria Luciano**  
516-750-9376

**Member Services: John Triessi**  
866-697-7665



### **C. Services Provided by the Comp Alliance**

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

#### *Claims Administration:*

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run upon request of the member, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

#### *Loss Control Services*

- Loss control inspections to all members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

#### *Member Services*

- Educating members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information.

### **D. Purpose of Agreement:**

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

**Executive Director: Michael Kenneally  
518-465-0128**

**Claims: Maria Luciano  
516-750-9376**

**Member Services: John Triessi  
866-697-7665**



**E. Assessments payable to the Workers' Compensation Board**

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit toward the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

**Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.**

The undersigned parties have executed this participation agreement intending to fully bound by its terms and conditions.

**Member: Village of Lancaster**

**Policy Period: June 1, 2026 - May 31, 2027**

**Comp Alliance**

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

Date: January 1, 2026

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

By: *Michael Kenneally*

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

Name: Michael Kenneally

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

Title: Executive Director

**Executive Director: Michael Kenneally  
518-465-0128**

**Claims: Maria Luciano  
516-750-9376**

**Member Services: John Triessi  
866-697-7665**

INVOICE

Village of Lancaster

VLAN

Attn: Mr. Stegmeier  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Funding Period: 06/01/2026 - 05/31/2027

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**Workers' Compensation Funding Contribution**

General Municipal Employees	\$149,312
Volunteer Fire Fighters	\$107,620
Volunteer Ambulance Corps	\$0
Total Funding	\$256,932

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Payment Type	Due Date	Amount Due	Payment Amount	Payment Date
First installment	June 01, 2026	\$64,233.00		
Second installment	September 01, 2026	\$64,233.00		
Third installment	December 01, 2026	\$64,233.00		
Fourth installment	March 01, 2027	\$64,233.00		

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Please Make Check Payable to:  
N.Y.S. Municipal Workers' Compensation Alliance

Please Mail Check with Remittance Copy to:  
Association of Towns of the State of New York  
150 State Street  
Albany, NY 12207

## SYNERGEV Site Host Agreement: Village of Lancaster

Please refer to the SynergEV online MSA and T&Cs ([www.synergiev.com/legal](http://www.synergiev.com/legal)) for Operating Agreement. Included in the May 2026 Project:

### Five-year software Term:

- Dual Port DCFC Software-as-a-Service – Our comprehensive, cloud-based CMS provides 24/7 real-time monitoring, automated alerts, and role-based access control for secure station management. It includes customizable pricing models, dynamic pricing, and integrated payment processing for seamless transactions. The platform offers detailed data logging, custom reporting, and analytics for usage trends, revenue tracking, and predictive maintenance. With multi-location management, OCPP compliance, and API integrations, our CMS ensures scalability and interoperability. You have personalized access to dedicated support, training, and financial teams.
- Procured by CIR Electric Construction via SynergEV. Village of Lancaster is the signatory on the Agreement

### Autel MaxiCharge DCFC 80kW:

- Procured by CIR Electric Construction via SynergEV.
- Includes OEM Standard Parts only Warranty
- SynergEV confirms Autel 80kW has been precommissioned at the factory. This cost was covered by SynergEV and includes;
  - o Power Module install and configuration
  - o Onscreen amp config / QR + Screen saver
  - o Insert SIM / confirm activation test
  - o Preload OCPP setting / URL
  - o Cloud registration + pinging server
  - o At the Greensboro, NC Factory — Power Up and Test charge on EV

**DCFC – On Site Commissioning Support:**

- SynergEV to provide Commissioning Support to CIR Electrical Construction and Village of Lancaster during installation.
- Activation of network connectivity, charger configuration, and system validation.
- Final system verification to confirm readiness for public and/or private use.
- SynergEV is not responsible for commissioning failure or any downstream effects of an incorrect install or infrastructure work.
- Any out-of-pocket expenses due to a commissioning failure or incorrect install or infrastructure work will be incurred by the Village of Lancaster.

**SynergEV Representative:**

By:

Name:

Title:

Date:

**Village of Lancaster Representative:**

By:

Name:

Title:

Date:

# ESTIMATE

**synergEV Inc.**

5700 Tennyson Pkwy Ste 300  
Plano, TX 750243595

ar@synergiev.com

+1 (972) 756-4015

synergiev.com



**Bill to**

CIR Electrical Construction  
2517 Long Rd  
Grand Island, New York 14072

**Ship to**

CIR Electrical Construction  
2517 Long Rd  
Grand Island, New York 14072

**Estimate details**

Estimate no.: 1252

Estimate date: 03/18/2026

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Autel MaxiCharger 80kW DC</b>	Autel 80kW MaxiCharger - UF080A3001	1	\$33,815.00	\$33,815.00
2.	<b>5Y - SynergEV Software Term - Dual Port</b>	SynergEV 5Y Software Term dual port DCFC	1	\$3,066.00	\$3,066.00
				Subtotal	\$36,881.00
				Sales tax	\$3,227.08
				Shipping	Tax \$79.63 + \$910.00
				<b>Total</b>	<b>\$41,097.71</b>

**Note to customer**

Installation to be completed by CIR Electrical Construction

**Accepted date**

**Accepted by**

## **Online Master Services Agreement**

(Last Revised January 21, 2024)

### Online Master Services Agreement

(Last Revised January 21, 2024)

This Online Master Services Agreement (including the Sales Order into which this Online Master Services Agreement is incorporated, the "Agreement") is entered into by and between synergEV, Inc., a Texas Corporation with offices located at 5700 Tennyson Pkwy Suite 300 Plano, TX 75024, E-Mail: legal@synergEV.com ("SYNERGEV"), and the subscriber who is agreeing to this Agreement ("Subscriber") as of the date it is agreed to by Subscriber ("Effective Date"). This Agreement may be amended by SYNERGEV from time to time by posting an updated version, and Subscriber's continued use of the SYNERGEV Service constitutes acceptance of the amended terms.

**DEFINITIONS.** a. "Certified EVSE" means any EVSE that has been approved by SYNERGEV for use with the SYNERGEV Service. A list of all Certified EVSE is available upon request by Subscriber. b. "Confidential Information" means any and all information disclosed by one party to the other party, directly or indirectly, in writing, orally, electronically, or in any other form, that is marked as "confidential" or "proprietary" or with a similar designation at the time of the disclosure, or is or should be reasonably understood to be confidential or proprietary to the disclosing party given the nature of the information and the circumstances of the disclosure, including, without limitation, information about the SYNERGEV Service, the Documentation, and the terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the information; (ii) was known by the recipient of the information at or before the time such information was received from the discloser, as evidenced by the recipient's tangible (including written or electronic) records; (iii) is received from a third-party that is not under an obligation of confidentiality to the disclosing party with respect to such information; or (iv) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records. c. "Documentation" means such manuals, documentation and any other supporting materials relating to the SYNERGEV Service that are provided to Subscriber by SYNERGEV in connection with this Agreement. d. "Driver" means any driver who charges an electric vehicle using EVSE that is managed by the SYNERGEV Service. e. "SYNERGEV Service" has the meaning set forth on Exhibit B. f. "EVSE" means electric vehicle supply equipment used

to charge electric vehicles, including Level 2 (AC) and Level 3 (DC) chargers, that is managed by the SYNERGEV Service. g. "Expenses" means the out-of-pocket expenses incurred by SYNERGEV in connection with its performance of any Related Services. h. "Intellectual Property Rights" means any and all rights existing from time to time under patent, copyright, trademark, trade secret, unfair competition, moral rights, publicity rights, privacy rights laws, and any and all other proprietary rights. i. "Legal Requirements" means all applicable laws, rules, regulations, governmental permits, or other binding determinations of any governmental authorities. j. "Mobile App" means a mobile version of the SYNERGEV Service (Apple and Android compatible) that allows Drivers to search for charging stations, charge their vehicles, receive notifications, communicate with customer support, and otherwise operate the SYNERGEV Service from their cell phones. k. "Related Services" means any services related to the SYNERGEV Service that SYNERGEV has agreed to provide to Subscriber in a Statement of Work l. "Sales Order" has the meaning set forth in Section 5(a) of this Agreement. m. "SLA" means the Service Level Agreement(s) set forth on Exhibit A to this Agreement. n. "Statement of Work" means a written statement of work executed by the parties that describes any Related Services to be provided by SYNERGEV to Subscriber. o. "Subscriber Affiliate" means any third party that enters into a written agreement with Subscriber permitting such third party to use the SYNERGEV Service (including, without limitation, franchisees of Subscriber) for charging electric vehicles or developing applications that are integrated with the SYNERGEV Service. p. "Usage Data" means information about each Subscriber Affiliate's and Driver's use of the SYNERGEV Service, but excludes any personally identifiable information of any Subscriber Affiliate or Driver or any other Confidential Information of Subscriber. q. "Usage Data" means information about each Subscriber Affiliate's and Driver's use of the SYNERGEV Service, but excludes any personally identifiable information of any Subscriber Affiliate or Driver or any other Confidential Information of Subscriber.

**SYNERGEV SERVICE.** a. License to SYNERGEV Service. Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, SYNERGEV grants to Subscriber a nonexclusive, nontransferable, non-sublicensable limited right and license, during the term of this Agreement, to access and use the SYNERGEV Service through a compatible Internet browser or other remote Internet interface approved by SYNERGEV for the purpose of configuring and administering Subscriber's network of EVSE; provided, however, that Subscriber's use of the SYNERGEV Service in accordance with the licenses above must be exercised solely (a) in accordance with the Documentation; (b) for Subscriber's own internal business use; and (c) subject to the limitations and restrictions set forth in this Agreement (including, without limitation, in Statement of Work No. 1 attached hereto as Exhibit B). For clarity, the licenses above do not include a license with

respect to any source code owned by SYNERGEV. Subscriber may provide access to the SYNERGEV Service through the Mobile App to as many Drivers as it deems appropriate. Each Subscriber Affiliate and Driver will be considered an agent of Subscriber, and not an agent of SYNERGEV. SYNERGEV makes no representations or warranties for the benefit of any Subscriber Affiliate or Driver. Subscriber will be responsible for (i) ensuring that each Subscriber Affiliate complies with all of the terms and conditions of this Agreement and (ii) all of the acts and omissions of any Subscriber Affiliate in connection with this Agreement as if such acts or omissions of the Subscriber Affiliate, as applicable, were Subscriber's own acts or omissions. Except as set forth in this Section 2(a), no other right or license of any kind is granted by SYNERGEV to Subscriber hereunder with respect to the SYNERGEV Service. Except as otherwise expressly set forth in this Agreement (including in a Statement of Work), SYNERGEV is not obligated to customize or alter the SYNERGEV Service for Subscriber. If a Driver is an employee or related party to Subscriber, Driver will be considered an agent of Subscriber for purposes of this paragraph. (including in a Statement of Work), SYNERGEV is not obligated to customize or alter the SYNERGEV Service for Subscriber.

b. Restrictions. (1) Subscriber acknowledges that the SYNERGEV Service, including, without limitation, the know-how embodied therein, constitute the valuable trade secrets of SYNERGEV. Subscriber may not, and may not allow others, to (a) copy, disassemble, decompile, "unlock," reverse translate, reverse engineer, decode, modify, create derivative works based on, or customize the SYNERGEV Service, or any components of the SYNERGEV Service; (b) copy, use, or commercially exploit in any way the SYNERGEV Service (including the processes, methods and know-how embodied in the SYNERGEV Service) or any component of the SYNERGEV Service, other than as expressly allowed in this Agreement; (c) distribute, assign, sell, lease, sublicense, grant a security interest in, or otherwise offer the benefits of the SYNERGEV Service to any third party, whether such arrangement is in the nature of a service bureau, an outsourcing service, or any other similar service or business; (d) access (or attempt to access) the SYNERGEV Service by any means other than through the interface that is provided by SYNERGEV to Subscriber; or (e) gain unauthorized access to the SYNERGEV Service. (2) Notwithstanding the foregoing, SYNERGEV reserves the right to suspend or permanently terminate any Subscriber Affiliate's or Driver's use of the SYNERGEV Service (or any portion thereof) if SYNERGEV believes, in its sole discretion, that such use could be harmful to SYNERGEV or Subscriber in any way, including, without limitation because such use could create liability for SYNERGEV or Subscriber or otherwise negatively impact SYNERGEV's or Subscriber's reputation or goodwill. (3) Subscriber may not use the SYNERGEV Service to manage any EVSE that is not Certified EVSE.

c. Service Level Agreement. The maintenance of the SYNERGEV Service will be governed by the SLA(s) attached hereto as Exhibit A.

d. Subscriber Responsibilities. (1) Subscriber agrees that Subscriber's and all Subscriber

Affiliates' and Drivers' use of the SYNERGEV Service will comply with all Legal Requirements. (2) Except to the extent otherwise set forth in this Agreement, Subscriber is responsible for providing, at its own expense, all EVSE, other hardware, system software, access devices, networks and telecommunications or other connections required to access the SYNERGEV Service. (3) Subscriber agrees to make available to SYNERGEV, at Subscriber's expense, any Subscriber Materials (as defined below) reasonably necessary for SYNERGEV to perform any Related Services, including without limitation, any Subscriber Materials specified in a Statement of Work. (4) If Subscriber moves an EVSE to a new location, Subscriber will update the location of such EVSE within the SYNERGEV Service within five (5) days. If Subscriber ceases operating an EVSE, Subscriber will notify SYNERGEV in writing within five (5) days. e. Display of Name/Logo. During and after the Term, SYNERGEV may display Subscriber's name and logo on SYNERGEV's website and in SYNERGEV's sales materials for the sole purpose of identifying Subscriber as an existing or former customer of SYNERGEV.

STATEMENTS OF WORK AND RELATED SERVICES. a. Statements of Work. During the term of this Agreement, the parties may, from time to time, execute Statements of Work. The Statement of Work attached hereto as Exhibit B, as well as any future Statements of Work agreed to by the parties, are hereby incorporated into this Agreement. b. Resources. SYNERGEV will provide such resources and utilize such employees and/or subcontractors, as it reasonably deems necessary to perform any Related Services. The manner and means used by SYNERGEV to perform any Related Services are in the sole discretion and control of SYNERGEV.

CONFIDENTIAL INFORMATION; PRESS RELEASE. a. Confidentiality Obligations. Each party will (i) hold all Confidential Information of the other party in strict confidence and will not disclose any Confidential Information to any third party except to its officers, employees, contractors and agents (collectively, "representatives") who have a need to know such Confidential Information in connection with the performance of its obligations under this Agreement, provided that the receiving party's representatives have been informed by the receiving party of the confidential nature of such Confidential Information and have been instructed by such receiving party to keep such Confidential Information confidential in accordance with the terms of this Section 4(a), it being understood that the receiving party will be responsible for any breaches of this Section 4(a) by such representatives, (ii) avoid the unauthorized use or disclosure of the other party's Confidential Information using the same degree of care that it uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care, and (iii) use the other party's Confidential Information only in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, the restrictions on Confidential Information

contained in this Section 4(a) will not apply to the extent that such disclosure is: (i) approved in writing by the disclosing party, (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding, or (iii) required by law or by the order of a court or a similar judicial or administrative body, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. b. Equitable Relief. The parties acknowledge that (i) the covenants contained in Section 4(a) are reasonable and necessary to protect the legitimate interests of the parties; (ii) the parties would not have entered into this Agreement in the absence of such covenants; and (iii) any violation or threatened violation of such covenants would cause irreparable harm for which monetary damages would not be adequate. Therefore, the parties agree that, in the event of a breach of Section 4(a) by a party, the other party will be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law, and the breaching party will reimburse the non-breaching party for the reasonable costs associated with such enforcement (including any attorney's fees). c. Usage Data. Notwithstanding anything to the contrary contained in this Agreement, Subscriber hereby (i) authorizes SYNERGEV to disclose anonymized Usage Data to third party utilities and government authorities to the extent SYNERGEV is required to share such Usage Data with such third parties under a written agreement with the applicable third party and (ii) grants to SYNERGEV a royalty-free, worldwide, perpetual, non-exclusive right and license to use reproduce, distribute, and make derivative works of the Usage Data.

**PAYMENT.** a. Fees. Subscriber will pay SYNERGEV (i) the fees (collectively, the "Fees") set forth in Exhibit B to this Online Master Services Agreement and in the Sales Order into which this Agreement has been incorporated (the "Sales Order") and (ii) any Expenses by ACH in U.S. Dollars directly to SYNERGEV's bank account. If SYNERGEV incurs any fees or expenses resulting from Subscriber's chosen method of payment, Subscriber must reimburse SYNERGEV for such fees and expenses. After the Initial Term (as defined in Section 6(a)), each of the Fees will be increased by three percent (3%) in each Renewal Term, on a compounded basis. b. Invoices and Terms. Subject to any fee payment schedule set forth on the Sales Order or any applicable Statement of Work, at the beginning of each calendar month, SYNERGEV will deliver an invoice to Subscriber for the Fees and/or Expenses due to SYNERGEV for such calendar month and any prior calendar months. Subscriber will pay each invoice in United States dollars via ACH (initiated by Subscriber) within thirty (30) calendar days of the invoice date or by such other date specified on the applicable Statement of Work. If Subscriber breaches the immediately preceding sentence at any time during the Term, Subscriber hereby authorizes SYNERGEV to debit Client's

designated bank account (ACH) for any Fees then accrued or thereafter accrued until the expiration or termination of this Agreement, without any further authorization from Subscriber. If Subscriber wishes to alter its designated bank account, Subscriber will immediately provide SYNERGEV with the information regarding the new designated account necessary for SYNERGEV to debit such account pursuant to this paragraph. If any Fee or other amount owed is past due, SYNERGEV reserves the right to (i) apply a service charge to such overdue balance at the rate of 1.5% per month (but in no event more than the maximum rate allowed by law); and/or (ii) suspend Subscriber's access to the SYNERGEV Service. c. Taxes. Subscriber will also be responsible for payment of all taxes (other than taxes based on SYNERGEV's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to SYNERGEV under this Agreement, whether collected by taxing authorities pursuant to existing Legal Requirements or Legal Requirements enacted in the future. Subscriber will pay all Fees to SYNERGEV free and clear of, and without reduction for, any withholding taxes. d. Other Payments. To the extent permitted by Legal Requirements, SYNERGEV will be entitled to receive any and all credits, benefits, rebates, refunds, and other incentives provided by governmental authorities and/or utilities resulting from Subscriber's, Subscriber Affiliates', and Drivers' use of EVSE.

TERM; TERMINATION. a. Term. The term of this Agreement will commence on the Effective Date and will continue for the period set forth in the Sales Order (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term"; and together with the Initial Term, the "Term") unless either party notifies the other party of its intention not to renew this Agreement at least one hundred eighty (180) days before the end of the then-current Renewal Term. b. Termination. Either party may terminate this Agreement by providing written notice to the other party if the other party materially breaches this Agreement and such breach is not cured within thirty (30) calendar days after written notice thereof by the non-breaching party. Upon a termination of this Agreement, all Statements of Work then in effect will automatically terminate as well.

c. Effects. Upon the expiration or termination of this Agreement for any reason: (i) all rights and licenses granted to Subscriber (and Subscriber Affiliates and Drivers) hereunder will immediately terminate; (ii) Subscriber will immediately stop using the SYNERGEV Service; and (iii) within thirty (30) days, each party will, at the other party's option, either destroy or permanently erase all copies of the other party's Confidential Information under its control; provided, however, that each party may retain one archival copy the other party's Confidential Information. Upon any termination of this Agreement, Subscriber will still be obligated to pay all Fees and Expenses that have accrued pursuant to this Agreement prior

to the effective date of termination within five (5) days after such date of termination. Either party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and will not relieve either party of breaches occurring prior to the effective date of such termination. Sections 1, 2(b), 2(e), and 4-11, and any other provisions in the Exhibits to this Agreement that by their nature would reasonably be expected to survive, will survive the expiration or termination of this Agreement.

**PROPRIETARY RIGHTS.** a. **SYNERGEV.** As between SYNERGEV and Subscriber, SYNERGEV will exclusively own and retain all right, title, and interest, including all Intellectual Property Rights, in and to (i) the SYNERGEV Service (including all Documentation) and any Related Services, including, without limitation, all software, technology, information, content, and materials relating thereto; (ii) all Confidential Information of SYNERGEV; (iii) any suggestions, recommendations, or other feedback relating to the SYNERGEV Service provided by Subscriber or any Subscriber Affiliate or Driver to SYNERGEV; and (iv) any modifications, Updates, copies, translations, improvements, derivative works, or adaptations of any of the foregoing, irrespective of who authored, invented, or made same. b. **Subscriber.** As between SYNERGEV and Subscriber, Subscriber will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to (i) the Usage Data and (ii) all Confidential Information of Subscriber (collectively, the "Subscriber Materials"). Subscriber hereby grants SYNERGEV a royalty-free, worldwide, non-exclusive right and license to use, reproduce, distribute, transmit, perform, display, and make derivative works of the Subscriber Materials, or any portion thereof, solely for the purpose of performing any Related Services.

**LIMITED WARRANTY.** a. **Mutual.** Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (i) is within its corporate powers, (ii) has been duly authorized by all necessary corporate action on such party's part, and (iii) does not and will not contravene, violate, or constitute a default under, and is not and will not be inconsistent with, any Legal Requirement, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party. b. **SYNERGEV Service.** SYNERGEV warrants that, when operated in accordance with the Documentation, the SYNERGEV Service will substantially conform to the specifications set forth in the Documentation. Notwithstanding the foregoing, SYNERGEV's warranty in this paragraph will not apply to the extent that SYNERGEV's breach of such warranty arises from (i) any use of the SYNERGEV Service not in accordance with the terms of this Agreement or any Legal Requirements; (ii) any use of the SYNERGEV Service in combination with other services, products or data provided by Subscriber or third parties; or (iii) any modification of the SYNERGEV Service by Subscriber or any third party. SYNERGEV's sole obligation, and Subscriber's sole remedy, for a breach of the warranty in this paragraph will be, at

SYNERGEV's option, either to (i) remedy the purported defect within a reasonable time or (ii) terminate this Agreement and refund any Fees that have been prepaid by Subscriber for the SYNERGEV Service for any period of time after such termination. c. Related Services. SYNERGEV warrants that it will perform any Related Services that SYNERGEV is obligated to provide in a professional and workmanlike manner. SYNERGEV's sole obligation, and Subscriber's sole remedy, for a breach of this warranty will be, at SYNERGEV's option, either to: (a) re-perform any Related Services that fail to meet the foregoing warranty; or (b) terminate the applicable Statement of Work and refund any Fees that have been paid by Subscriber for any Related Services that fail to meet the foregoing warranty. d. General Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 8(a), 8(b) and 8(c), THE SYNERGEV SERVICE IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND SYNERGEV EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SYNERGEV SERVICE, ANY RELATED SERVICES, OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. SYNERGEV DOES NOT WARRANT THAT THE SYNERGEV SERVICE WILL MEET ALL OF SUBSCRIBER'S REQUIREMENTS, THAT ITS ACCESSIBILITY OR OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, THAT THE ELECTRICAL, INTERNET, WIRELESS, OR CELLULAR NETWORKS NECESSARY TO OPERATE THE SYNERGEV SERVICE WILL BE AVAILABLE, OR THAT THE SYNERGEV SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SYNERGEV IS NOT LIABLE TO SUBSCRIBER FOR ANY LOSS OR CORRUPTION OF SUBSCRIBER CONTENT ON THE SYNERGEV SERVICE. SUBJECT TO ANY SYNERGEV OBLIGATIONS IN EXHIBIT A TO THIS AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO INFORMATION STORED IN THE SYNERGEV SERVICE IS NOT GUARANTEED, AND SUBSCRIBER AGREES TO EMPLOY APPROPRIATE BACK-UP PROCEDURES FOR DATA STORAGE IN ORDER THAT ANY LOSS OF DATA CAUSED BY THE SYNERGEV SERVICE OR ITS UNAVAILABILITY WILL NOT ADVERSELY AFFECT SUBSCRIBER. TO THE EXTENT SYNERGEV MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. e. Third-Party Data. THE SYNERGEV SERVICE MAY CONTAIN DATA FROM THIRD-PARTY PROVIDERS AND/OR WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY SYNERGEV. SYNERGEV HAS NO CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, SUCH DATA OR POLICIES, OR PRACTICES OF ANY THIRD-PARTY DATA PROVIDER. SUBSCRIBER EXPRESSLY RELIEVES SYNERGEV FROM ANY AND ALL LIABILITY ARISING FROM SUBSCRIBER'S USE OF ANY SUCH THIRD-PARTY DATA.

LIMITATION OF LIABILITY. SYNERGEV'S AGGREGATE LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER TO SYNERGEV PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM INITIALLY AROSE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, GOODWILL, LOST PROFITS OR LOST DATA, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM SUCH PARTY'S OR THIRD PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE OPERATION OF SUCH PARTY'S BUSINESS.

INDEMNIFICATION. a. SYNERGEV. SYNERGEV will, at its sole expense, defend, indemnify, save and hold harmless Subscriber and Subscriber's officers, directors, agents and employees from any and all damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, "Losses"), resulting from third-party claims, demands, suits, or proceedings (collectively, "Claims") arising out of or relating to (i) SYNERGEV's breach of its representations, warranties, or covenants set forth in this Agreement, (ii) the infringement of any valid United States copyright or trade secret by the SYNERGEV Service (which, for clarity, does not include Subscriber Materials), and (iii) SYNERGEV's gross negligence or willful misconduct. Notwithstanding the foregoing, SYNERGEV's indemnity obligation in this paragraph will not apply to the extent that such obligation arises from (i) any use of the SYNERGEV Service not in accordance with the terms of this Agreement or any Legal Requirements; (ii) any use of the SYNERGEV Service in combination with other services, products or data provided by Subscriber or third parties; or (iii) any modification of the SYNERGEV Service by Subscriber or any third party. b. Subscriber. Subscriber will, at its sole expense, defend, indemnify, save and hold harmless SYNERGEV and SYNERGEV's officers, directors, agents and employees from any and all Losses resulting from Claims arising out or relating to (i) an alleged breach by Subscriber or any Subscriber Affiliate of any representation, warranty or covenant of Subscriber in this Agreement; (ii) the Subscriber Materials; (iii) any representations or warranties made by Subscriber to a Subscriber Affiliate, Driver, or other third party concerning any aspect of the SYNERGEV Service or Related Services; (iv) acts or omissions of Subscriber, or any Subscriber Affiliate, in connection with Subscriber's use of the SYNERGEV Service; and (v) Subscriber's gross negligence or willful misconduct. c. Requirements. Any party seeking

indemnification under this Agreement will (i) promptly notify the indemnifying party in writing regarding any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such delay); (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at the indemnifying party's expense, to the extent of any out-of-pocket expenses); and (iii) give the indemnifying party full control and sole authority over the defense and settlement of such claim, subject to the indemnified party's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

**INSURANCE.** During the Term, SYNERGEV will maintain, with reputable insurance companies, the following insurance coverages: (a) workers' compensation insurance as required by Legal Requirements, (b) general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 annually, (c) commercial umbrella/excess liability insurance with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 annually, (d) professional liability insurance with a minimum limit of \$1,000,000, and (e) cyber insurance with a minimum limit of \$1,000,000. Upon Subscriber's request, SYNERGEV will provide certificates of insurance evidencing the insurance coverages set forth above.

**MISCELLANEOUS. a. Arbitration.** In the event of any dispute, claim or controversy between the parties arising out of or relating to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance or enforcement of this agreement, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be resolved by and through an arbitration before one (1) arbitrator in Plano, TX, to be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Both the foregoing agreement of the parties to arbitrate any and all such disputes, claims and controversies, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration will be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs of the arbitrator, the arbitration proceeding, any proceeding in court to confirm or to vacate any arbitration award, and each party's reasonable attorneys' fees and costs will be borne by the unsuccessful party or, at the discretion of the arbitrator(s), may be prorated between or among the parties in such proportion as the arbitrator(s)

determine(s) to be equitable and will be awarded as part of the arbitrators' award. b. Export Restrictions. Subscriber understands and acknowledges that SYNERGEV is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, that prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of SYNERGEV to provide access to the SYNERGEV Service are subject in all respects to such United States laws and regulations as from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, Bureau of Export Administration ("BXA"). Subscriber agrees to comply in all respects with the export and re-export restrictions applicable to the SYNERGEV Service and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. c. Entire Agreement; Amendments. This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter, including, without limitation, any purchase orders or other business forms drafted by Subscriber, whether or not signed by SYNERGEV, which are hereby terminated and of no further force or effect. SYNERGEV may amend this Agreement at any time, and Subscriber's continued use of the SYNERGEV Service shall constitute acceptance of such amendment. d. Waivers. The waiver by either party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy e. Severability. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby and (ii) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. f. Assignment. The rights granted and obligations undertaken in this Agreement are personal to Subscriber and Subscriber agrees not to transfer, assign or sublicense such rights or obligations to any third-party. Any attempted transfer, assignment or sublicense of such rights or obligations by Subscriber will be null and void. g. Relationship. The relationship of SYNERGEV and Subscriber established by this Agreement is that of independent contractors, and nothing contained in

this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the parties or any of its respective agents or employees. Nothing in this Agreement grants to either party the authority to make any promise, warranty, guarantee, or representation that will create any obligation or liability whatsoever, whether express or implied, on behalf of the other.

**h. Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any contrary choice of law rules, and applicable United States federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

**i. Notices.** All notices under this Agreement will be in writing and will be delivered to a party at the physical address or e-mail address specified in the Sales Order, Attn: Chief Legal Officer, by: (1) depositing the notice in the mail, using registered mail, return receipt requested; (2) overnight delivery service; (3) e-mail; or (4) hand delivery to an individual authorized to accept such delivery. The notice will be effective; (i) seven (7) calendar days after deposit in the mail; (ii) the next business day after deposit with an overnight delivery service; (iii) upon receipt by e-mail; or (iv) on the date of hand delivery.

**j. Force Majeure.** Except for Subscriber's obligations to pay SYNERGEV hereunder, neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control.

**k. Construction.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent. This Agreement will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

**l. Headings.** The captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

**m. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same Agreement. All signed fax copies of the Agreement will be deemed as valid as an original.

**EXHIBIT A SAAS Service Level Agreement**

**DEFINITIONS.** a. "Error" means, with respect to this Exhibit A only, an event that causes interruption to, or a reduction in, the quality of, the Software. b. "EV" means electric vehicle. c. "EVSE" means the hardware components (electric vehicle supply equipment) that make up an EV charging station. d. "Host" means the owner or operator of an EV charging station. e. "Response Time" means, after SYNERGEV receives notice of an Error, the amount of time it takes SYNERGEV to provide Subscriber with an update and potential resolution time for such Error. f. "Resolution Time" means, after SYNERGEV receives notice

of an Error, the amount of time it takes SYNERGEV to resolve such Error, which may include a permanent fix or temporary workaround. g. "Scheduled Downtime" means the number of hours in a given calendar month that one or more material elements of the Software is not available to Subscriber because of scheduled system maintenance across the Software (i.e., not Subscriber-specific) for which SYNERGEV has provided Subscriber with at least 48 hours prior notice. Notwithstanding the foregoing, Software downtime that occurs any Tuesday between 2:00 a.m. and 4:00 a.m. Pacific Time will qualify as "Scheduled Downtime" without the need for SYNERGEV to provide prior notice to Subscriber. SYNERGEV will use commercially reasonable efforts to perform Scheduled Downtime from 11:00 p.m.-4:00 a.m. Pacific Time. h. "Severity Levels" mean the categories of Errors set forth below:

a. "Software" means the software included within the SYNERGEV Service. b. "Unscheduled Downtime" means the number of hours in a given calendar month that one or more material elements of the Software is not available to Subscriber because of system maintenance that is not Scheduled Downtime. 2. AVAILABILITY. The Software will be available to Subscriber twenty-four (24) hours a day, seven (7) days a week, 99.9% of the time (the "Availability Percentage"), measured on a calendar monthly basis, excluding (a) Scheduled Downtime, (b) up to a total of four (4) hours per month of Unscheduled Downtime, and (c) downtime caused by Subscriber or its agents or by other forces beyond the reasonable control of SYNERGEV (including, without limitation, hardware or software failures). Notwithstanding anything to the contrary in this Exhibit C, the unavailability of certain specific features or functions of the Software that are not, in the aggregate, material to the Software as a whole will not constitute unavailability of the Software. 3.

RESOLUTION OF ERRORS. a. Categorization of Errors. The Severity Level of any Error will be determined by SYNERGEV in its reasonable discretion. b. Response & Resolution Times. Subscriber will use commercially reasonable efforts to provide detailed, accurate, and immediate notification to SYNERGEV of any Error so that SYNERGEV can take remedial action as soon as possible. SYNERGEV will use commercially reasonable efforts to respond to and resolve each Error in accordance with its Severity Level as set forth in the table below:

Notwithstanding anything to the contrary contained in this Agreement, SYNERGEV is not obligated to remedy any Error caused by user error or Subscriber's or any user's failure to access the Software with a compatible system or web browser or any Error caused by the EVSE. \*\* Subscriber will power cycle the EVSE upon request of SYNERGEV. If SYNERGEV is unable to fix an Error remotely within the applicable remote workaround time period set forth in the table above, such Error will be referred to the Subscriber's field service team for

resolution. If the Error is not covered by a valid warranty, additional service fees may apply to such site visit.

TECHNICAL SUPPORT. SYNERGEV technical support will be available by phone at (866) 816-7584 or by email at support@synergEV.com (email subject to change) based on the schedule below:

[Note: The below Statement of Work applies only if Subscriber is subscribing to SYNERGEV's synergEV Network product.] EXHIBIT B Statement of Work No. 1 – synergEV Network This Statement of Work No. 1 ("SOW") is at all times subject to the terms and conditions set forth in the main body of the Agreement in which it is incorporated. Any capitalized term used, but not defined, in this SOW will have the meaning given to that term in the main body of the Agreement.

Definitions. a. "Charging Session" means a Driver's use of an EVSE to charge such Driver's electric vehicle. b. "Driver Transaction Fee" means a fee equal to 4% of the applicable Session Fee for a Charging Session plus \$0.25 per Charging Session. c. "SYNERGEV Service" means, collectively, (i) the object code versions of SYNERGEV's web-based software that manages the networks to which EVSEs are connected and includes the following functionality and services: dashboard, reporting suite, flexible pricing policies, EVSE station access control, OCPI integrations, and compatibility with virtually any OCPP1.6 (or the most up-to-date version or standard) JSON-enabled hardware, (ii) the Mobile App; (iii) the Documentation; and (iv) Updates to any of the foregoing. d. "Regulatory Charges" means any and all charges or fees imposed by applicable state and federal regulatory authorities with respect to a Charging Session or the use of EVSE. e. "Session Fees" means any all fees collected by SYNERGEV for each Charging Session, including any applicable Taxes and/or Regulatory Charges. f. "Taxes" means sales, use, and other taxes imposed by applicable taxing authorities with respect to a Charging Session.

Territory. Subscriber may implement the SYNERGEV Service only with respect to EVSE located in the United States.

Trademarks. Subscriber agrees not to remove, conceal, or modify any SYNERGEV trademarks, service marks, logos or any other markings or labels displayed on EVSE (or peripheral equipment thereto) that is sold or otherwise provided to Subscriber by SYNERGEV.

Related Services. a. Setup and Configuration Services. SYNERGEV will provide the following services to Subscriber: (i) help Subscriber set up and configure the SYNERGEV Service according to SYNERGEV's standard specifications and (ii) provide Subscriber with training and support resources for the SYNERGEV Service. b. Managed Services.

SYNERGEV will actively monitor and optimize the Subscriber EVSE through the length of the Term. c. Additional Services. Any services requested by Subscriber that are outside the scope of this SOW (including, without limitation, training services that exceed the time limitations set forth in this SOW) will be considered “Additional Services”. Subscriber will pay hourly rates for such Additional Services (or enter into a separate Statement of Work with SYNERGEV for Additional Services prior to the provision of such Additional Services).

Compensation. a. Session Fees. Subscriber will have the sole authority to determine and set the Session Fees for each Charging Session, and such Session Fees will always include all applicable Taxes and Regulatory Charges. SYNERGEV will collect all Session Fees. SYNERGEV will remit such Session Fees to Subscriber within thirty (30) days after the end of the calendar quarter in which such Session Fees were collected by SYNERGEV, after deducting the applicable “Driver Transaction Fees” (as described in Section 5(b) below) and any applicable Taxes and Regulatory Charges. Subscriber is responsible for the payment of all Taxes and Regulatory Charges to the appropriate taxing or regulatory authorities when/if such Taxes and/or Regulatory Charges are imposed; provided, however, that SYNERGEV will be responsible, on behalf of Subscriber, for the collection of such Taxes and Regulatory Charges from the Drivers and then paying such amounts to Subscriber so that Subscriber can make the corresponding payments pay to the appropriate taxing or regulatory authorities. b. Driver Transaction Fee. SYNERGEV will also charge and collect, for its own account, the Driver Transaction Fee with respect to each Charging Session. c. Other Fees. All other Fees payable to SYNERGEV will be set forth on the applicable Sales Order (which Fees will begin to accrue on the Effective Date of this Agreement). d. Expenses. All Expenses will require Subscriber’s prior written approval. Subscriber will reimburse SYNERGEV for all Expenses on a monthly basis. SYNERGEV will provide Subscriber with supporting documentation for Expenses upon request. Last Revised January 21, 2025



RESOLUTION # 5  
MEETING DATE 5/11/2026

## INVOICE

**synergEV Inc.**  
5700 Tennyson Pkwy Ste 300  
Plano, TX 750243595

ar@synergiev.com  
+1 (972) 756-4015  
synergiev.com



### Bill to

Amy Stypa  
The Village of Lancaster  
5423 Broadway  
Lancaster, New York 14086  
United States

### Ship to

Amy Stypa  
The Village of Lancaster  
5423 Broadway  
Lancaster, New York 14086  
United States

### Invoice details

Invoice no.: 1226  
Invoice date: 05/06/2026  
Due date: 06/05/2026

#	Product or service	Description	Qty	Rate	Amount
1.	<b>DCFC Commissioning Support</b>	DCFC - Half Day Remote Commissioning Field Services. Our remote commissioning service provides fast, secure technical support to activate and troubleshoot your EV charging station while working with on-site Installer. With our screen-sharing tools, our operations team will configure your charger's network settings, verify compliance with NEC and OCPP standards, resolve software/firmware issues, and ensure proper operation. We also provide a detailed commissioning report for warranty validation if applicable. SynergEV will interface directly with the OEM if necessary to resolve any commissioning issues.	1	\$1,095.00	\$1,095.00

**Total**

**\$1,095.00**

### Ways to pay



[View and pay](#)

RESOLUTION # 6  
MEETING DATE 5/11/2026

# ESTIMATE

**synergEV Inc.**  
5700 Tennyson Pkwy Ste 300  
Plano, TX 750243595

ar@synergiev.com  
+1 (972) 756-4015  
synergiev.com



**Bill to**  
Amy Stypa  
The Village of Lancaster  
5423 Broadway  
Lancaster, New York 14086  
United States

**Ship to**  
Amy Stypa  
The Village of Lancaster  
5423 Broadway  
Lancaster, New York 14086  
United States

## Estimate details

Estimate no.: 1282  
Estimate date: 05/06/2026

#	Product or service	Description	Qty	Rate	Amount
1.	5Y Extended P&L Warranty - Level 4	DCFC Includes a 5-year parts and labor warranty w/ expedited maintenance, covered repairs and site visits, and a full station swap in the event of a hardware failure.	1	\$9,095.00	\$9,095.00
				Subtotal	\$9,095.00
				Sales tax	\$795.81
				<b>Total</b>	<b>\$9,890.81</b>

Accepted date

Accepted by

1. **INTRODUCTION.** These Terms and Conditions, together with Your Order Confirmation, govern the EV Charger Protection Plan (collectively, the “Plan”) between You and Us, including coverage information, claims instructions, cancellation rights, limitations and exclusions, and other important information. Please read these documents carefully.

**This Plan requires the resolution of disputes through individual small claims action or individual arbitration. Please read Section 12 for further information that affects Your legal rights.**

2. **DEFINITIONS.** The following terms have the meanings set forth below:

- (a) “Administrator” means EVSTAR, LLC., 44927 George Washington Blvd, STE 265, Ashburn, VA 20147.
- (b) “Aggregate Claim Limit” is defined in Section 8(a).
- (c) “Coverage Expiration Date” means the date that the Term of this Plan ends, as listed on Your Order Confirmation.
- (d) “Coverage Start Date” means the date You first become eligible for coverage under this Plan, as listed in Your Order Confirmation.
- (e) “Covered Product” means Your purchased EV Charger that is enrolled under this Plan. The Covered Product is listed on Your Order Confirmation. Covered Product does not include those components which are specifically excluded under Section 9 below.
- (f) “EV Charger” means the Direct-current fast charger or Level 2 electric vehicle charging station that You purchased from Seller, including any accessories in the original packaging.
- (g) “Obligor,” “Us,” “We,” and “Our” mean AIG WarrantyGuard, Inc., 500 W. Madison Street, Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819, except in Florida and Oklahoma where they mean AIG Warranty Services of Florida, Inc., 1767 WSR 434, West Longwood, FL 32750, Ph: (800) 250-3819.
- (h) “Order Confirmation” means the purchase confirmation email or document that You receive from the Administrator for this Plan that identifies the Covered Product, the Purchase Date, the Coverage Start Date, the Coverage Expiration Date, the Plan Fee, the Seller, and other important information applicable to this Plan.
- (i) “Plan” is defined in Section 1.
- (j) “Plan Fee” means the price due for this Plan. The Plan Fee is listed in Your Order Confirmation.
- (k) “Purchase Date” means the date You purchased this Plan, as listed in Your Order Confirmation.
- (l) “Repair Claim Limit” is defined in Section 8(b).
- (m) “Replace/Reimburse Claim Limit” is defined in Section 8(c).
- (n) “Seller” means the entity identified as the seller of this Plan in Your Order Confirmation.
- (o) “Service Address” means the property address listed in Your Order Confirmation that is enrolled for coverage under this Plan.
- (p) “Service Fee” means the non-refundable administrative fee that You are required to pay per claim, if any, prior to receiving services under this Plan. If a Service Fee applies to Your Plan, it will be included on Your Order Confirmation.
- (q) “Term” is defined in Section 3.
- (k) “Wait Period” means the period from the original Purchase Date, if any, where any losses and claims are ineligible for coverage. If a Wait Period applies to Your Plan, it will be included on Your Order Confirmation.

- (l) “You” and “Your” means the original purchaser of the Covered Product and this Plan or any valid transferee or assignee of the Plan owner.

### 3. COVERAGE TERM.

- (a) This Plan commences on the Purchase Date and remains in effect until the Coverage Expiration Date (“Term”).
- (b) If Your Plan includes a Wait Period, as indicated on Your Order Confirmation, **ANY LOSSES THAT OCCUR OR TAKE PLACE DURING THE WAIT PERIOD ARE NOT ELIGIBLE FOR COVERAGE.**
- (c) The Plan Fee must be paid in accordance with Your payment schedule for You to remain eligible for coverage.
- (d) If the Covered Product is being serviced when this Plan expires, coverage will be extended until the applicable services are completed.

### 4. YOUR RESPONSIBILITIES & ELIGIBILITY REQUIREMENTS.

- (a) Your Covered Product must be in good working order as of the Coverage Start Date and must be properly maintained and operated throughout the Term, in accordance with the manufacturer’s instructions, to be eligible for coverage.
- (b) Your Covered Product will not be eligible for coverage if serial or model numbers have been removed or made illegible.
- (c) You must ensure that Your Covered Product remains in compliance with local codes as well as any other legal or regulatory requirements. The Covered Product must also be maintained and used in accordance with industry standards and any relevant user manuals or guides.
- (d) We may require You to provide Your Plan’s Contract Number, Your Covered Product’s original purchase receipt, and other relevant information to be eligible for coverage. Please keep these documents in a readily accessible location for future use.
- (e) We may require You to pay a Service Fee to initiate a claim. Please review Your Order Confirmation for any applicable Service Fee that applies to Your Plan.

### 5. SCOPE OF COVERAGE.

- (a) Subject to this Plan’s limitations and exclusions, We will provide eligible services for Your Covered Product upon the occurrence of one or more of the following breakdowns, failures, or damages:
  - I. Mechanical/Electrical Failures: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by defects in materials or workmanship. For clarity, a Covered Product fails to perform as the manufacturer intended when the EV Charger, under normal and intended use, fails to function substantially in accordance with the product’s technical specifications or accompanying product documentation, as provided by the manufacturer at the time of the EV Charger’s purchase.
  - II. Power Surge: The Covered Product fails to perform as the manufacturer intended during normal usage due to structural or operational failure(s) caused by a power surge.
  - III. Accidental Damage from Handling (“ADH”): The Covered Product fails to perform as the manufacturer intended due to accidental damage from handling during normal usage, such as accidental drops or collisions. During the claims process, ADH coverage requires an explanation of where, when, and how the accidental damage occurred, including a detailed description of the fortuitous event. Failure to provide this information may result in claim denial.
- (b) **This Plan does not cover pre-existing conditions or losses to Your Covered Product that occur prior to the Coverage Start Date.**

(c) We are not responsible for the loss of any data due to the breakdown, repair, or replacement of Your Covered Product.

## 6. HOW TO FILE A CLAIM?

- (a) To initiate a claim, call the Administrator toll-free at 1-800-523-7440 or initiate a claim online by visiting <https://claims.goevstar.com/>. Please have all Your documents handy when you initiate a claim, including a copy of Your Order Confirmation and any applicable receipts. Customer service agents will be available to answer Your calls between the hours of 8 AM – 5 PM CST Monday - Friday. If You call the Administrator after business hours or during the weekends, You may also leave a voice message describing Your claim.
- (b) **All claims must be reported to Us within 30 days from the breakdown or failure and prior to this Plan's expiration or termination to be eligible for coverage.**
- (c) **Please note that the We must authorize any repairs or replacements to be eligible for coverage. We may deny any claims where You fail to follow this Plan's claims procedures or fail to receive Our approval prior to repairing or replacing Your Covered Product.**

## 7. REPAIR, REPLACEMENT, & REIMBURSEMENT SERVICES.

- (a) Subject to the Aggregate Claim Limit, Repair Claim Limit, and Replace/Reimburse Claim Limit specified in Section 8, if Your Covered Product experiences a covered breakdown or failure, We will, at Our sole discretion, provide You with one or more of the following services:
- I. Repair the Covered Product;
  - II. Replace the Covered Product with an item of like-kind and quality; or
  - III. Reimburse You for the cost of the Covered Product (excluding sales tax) and applicable installation fees.
- (b) For in-person diagnosis, repair, and replacement services, (i) You or a responsible representative must be present when the technician is onsite and (ii) You agree to make the Covered Product reasonably accessible to the service contractor. The service contractor must have safe working conditions at and around the product or systems. Unsafe conditions include the presence of animals or insects in the work area, a threatening work environment, or the presence of bodily fluids on or near the product or system. If the product or system is not accessible, the service contractor will have the option, at Your expense, of declining to provide service or assessing You an additional charge for making the product or system accessible.
- (c) If We are unable to locate or dispatch a service technician for any reason, We may, at Our discretion, authorize You to retain an independent service contractor to evaluate Your Covered Product and diagnose any issues. To be eligible for potential reimbursement, You will need to send us an itemized statement from the service technician that describes the Covered Product's reason for failure and provides an estimated cost for repair or replacement. **The itemized statement must be returned to Us within 90 days from the date that We authorize You to retain Your own contractor. We may also require you to fill out a claim facilitation form with the itemized statement.** We will evaluate the itemized statement that is returned to Us and authorize any repairs, replacements, or reimbursements that We determine are covered under the Plan.
- (d) If You initiate service for a non-covered repair or a "no failure found" diagnosis is determined at the time of service, We may decline to reimburse any costs associated with the claim other than any covered inspection or diagnosis fees.
- (e) Any repaired or replaced Covered Product that You receive under the Covered Product's applicable manufacturer warranty or this Plan will continue to be covered under this Plan for the remainder of the Term, subject to the limits set forth herein.
- (f) Repair parts or replacement products under this Plan may be new, used, refurbished, non-original, like-kind, or remanufactured and may not match the exact model or color as Your original Covered Product. Refurbished or remanufactured products will be of equal or similar features and functionality that perform to the factory specifications of the original Covered Product. Technological advances or changing market conditions may result in a replacement product

with a lower selling price than the original Covered Product.

**8. LIMITS OF LIABILITY.**

(a) Aggregate Claim Limits.

- I. Our maximum, aggregate liability for all covered claims during the Term will not exceed the following (“Aggregate Claim Limit”): (1) The price You paid for the Covered Product (excluding sales tax), as indicated on Your original sales receipt or order confirmation and (2) the costs We would incur to re-install Your Covered Product at the time of complete or total loss.
- II. If You are unable to provide Your original sales receipt during the claims process, we may use reasonable market values at the time of Your Covered Product’s purchase, as determined in Our sole discretion, to determine Your Aggregate Claim Limit.
- III. Notwithstanding the foregoing, for all products exceeding the price paid of \$15,000, the Aggregate Claim Limit for Your Covered Product will be subject to a deduction for depreciation of Your Covered Product’s original purchase price or market value, as applicable, pursuant to the below table based on the age of Your Covered Product at the time of loss. For clarity, the below depreciation schedule only applies to Your Covered Product’s purchase price or market value, as applicable; it does not apply to the labor costs for installation included in Your Aggregate Claim Limit.

<b>Contract Term</b>	<b>Retail Depreciation Value</b>
Years 1 & 2	100% of Product Purchase Price
Year 3	85% of Product Purchase Price
Year 4	75% of Product Purchase Price
Year 5	65% of Product Purchase Price

(b) Repair Claim Limits. If We elect to repair Your Covered Product in satisfaction of a claim, Our maximum liability per covered repair claim shall not exceed the lesser of the following, as determined in Our sole discretion: (i) The costs for a qualified service technician to repair Your Covered Product or (ii) \$5,000 (“Repair Claim Limit”).

(c) Replace or Reimburse Claim Limits. If we elect to replace Your Covered Product with an item of like-kind and quality or reimburse You in satisfaction of a claim, Our maximum liability per covered replacement or reimbursement claim shall not exceed the lesser of the following, as determined in Our sole discretion (“Replace/Reimburse Claim Limit”):

- I. The cost to replace Your Covered Product with an item of like-kind and quality; or
- II. The Aggregate Claim Limit for Your Covered Product, less past repair claims paid.

(e) Plan Fulfillment. We will have fulfilled all obligations owed under this Plan and no more claims will be eligible for coverage if the total of all claims paid meet the Aggregate Claim Limit set forth herein or We replace or reimburse You for the Covered Product in accordance with the Replace/Reimburse Claim Limit.

**9. EXCLUSIONS.** Your Plan does not cover the following:

- a) **Losses or costs that are recoverable under any other warranty, guarantee, service contract, or insurance policy, in which case this Plan will only provide secondary or excess coverage for covered losses and cover the costs of any applicable deductible, subject to all other exclusions and limitations set forth herein;**
- b) **Losses that are subject to a manufacturer’s recall;**
- c) **Losses, other than ADH, caused by Your failure to follow or adhere to the manufacturer’s operation, care, or**

maintenance instructions;

- d) Any pre-existing conditions or damages to Your Covered Product that occurred prior to the Coverage Start Date;
- e) Unauthorized modifications, alterations, or enhancements to Your Covered Product;
- f) Covered Products purchased without a manufacturer's warranty or "as-is";
- g) Damages to nonfunctional or aesthetic parts, normal wear and tear, and cosmetic damage that does not impact Your Covered Product's proper operation or functionality, including scratches, peeling, discoloration, dents, and chips;
- h) Batteries, solar arrays, and external electrical fixtures, outlets, wiring, circuit boxes and breakers, and related components of the Service Address's electrical grid;
- i) Any accessories that are not included in Your Covered Product's original packaging;
- j) Cleaning, periodic checkups, and preventive maintenance;
- k) Periphery or incidental costs arising from or relating to any needed installation, set-up, removal, or disposal services, including costs of opening, removing, or restoring walls or floors, countertops, cabinets, or similar fixtures in or around Your Covered Product and the disposal of hazardous or toxic material;
- l) Consumable items that are designed to be periodically replaced by You during the life of Your Covered Product, as set forth in Your owner's manual or instructions from the manufacturer;
- m) Loss or damage, other than ADH, caused by any type of abnormal or improper use, abuse, misuse, neglect, willful or reckless misconduct, or any other use otherwise inconsistent with the owner's manual or instructions;
- n) Losses, failures, or intermittent performance issues caused by low or poor internet speeds or connections;
- o) Damage caused by packing, unpacking, assembly, installation, or removal;
- p) Covered Products that have been moved from their original location of installation;
- q) Incidental, consequential, or secondary damages, including loss of use, lost profits, and any damages arising from delays in requesting or rendering service, replacement, or reimbursement under this Plan;
- r) Any third party support services or software provided with the Covered Product; software or on-line service performance issues; and losses caused by third-party hardware, software, programming, or accessory items;
- s) Loss or damage caused by external causes of any kind, other than ADH, including war, invasion, rebellion, riot, strike, labor disturbance, lockout, civil commotion, fire, theft, insects, pandemic, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, water, or acts of God;
- t) Covered Products that are lost, misplaced, or stolen;
- u) Costs arising from or relating to the upgrade or modification of parts, components, or equipment due to incompatibility with existing systems, service, or utility lines at the Service Address or to meet changes in federal, state, or local codes or regulations;
- v) Electric or hybrid motor vehicles and their components, parts, and accessories (other than EV Chargers);
- w) Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any computer system, electronic hardware, or software, or components thereof, that are used to store, process, access, transmit, or receive information within Your Covered Product as result of any cause or loss other than covered losses that are expressly stated in this

Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; and

- x) **Loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within a Covered Product, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.**

**We shall not provide coverage and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose the Obligor, its parent company, or its ultimate controlling entity to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union or the United States of America.**

#### 10. CANCELLATION.

- (a) You may cancel this Plan for any reason and at any time by initiating a request with the Administrator at **1-800-523-7440**.
- (b) If You request to cancel this Plan within thirty (30) days from the Purchase Date without making any claims ("Free Look Period"), You will be refunded the full Plan Price.
- (c) If You request to cancel this Plan within thirty (30) days from the Purchase Date after making a claim or after thirty (30) days from the Purchase Date, You will receive at least a pro-rata refund of the Plan Price based on the elapsed Term, less the costs of any services or claims made.
- (d) We reserve the right to cancel this Plan upon at least thirty (30) days prior written notice. If We cancel this Plan, a pro rata refund of the Plan Price will be issued for the unexpired Term, less the costs of any claims paid. The notice of cancellation will include the reason and the effective date of cancellation.
- (e) If this Plan was inadvertently sold to You on a product that was not intended to be covered by this Plan, We may cancel this Plan immediately upon notice and return the full Plan Price to You.
- (f) In the event of reasonable suspicion of fraud, material misrepresentation, or a substantial breach of Your duties under this Plan, We may cancel this Plan immediately and without prior notice and We may demand immediate payment of the cost of all services provided to You, less Your payments made, and no refund of any kind will be issued.
- (g) In the event of non-payment by You, We may cancel this Plan immediately and without prior notice and You will receive a pro-rated refund of the Plan Price based on the elapsed Term, less the costs of any services or claims made.

#### 11. MISCELLANEOUS.

- a) Transferability. Please refer to Your Order Confirmation to see whether this Plan may be transferable by You to a new owner of the Covered Product. If Your Plan allows this Plan to be transferred, as indicated on Your Order Confirmation, You may transfer this Plan to a new owner of the Covered Product for the balance of the original Term upon prior notice. Please contact the Administrator to initiate a transfer request.
- b) Subrogation. If We make any payment under this Plan, We are entitled to recover what We paid from other responsible parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.
- c) Entire Agreement. This Plan represents the entire contract between You and Us with respect to the subject matter herein. Neither the Seller, Administrator, nor any other agent has authority to change this Plan or to waive any of its provisions. No other written or oral statement applies to this Plan. No coverage will be provided under this Plan if any information that You, or anyone claiming benefits hereunder, provides is determined to be false, misleading, or intentionally omitted.
- d) Reimbursement Insurance. This Plan is a service contract and not an insurance policy. However, We secure Our fulfillment obligations and risks through an insurance policy issued by Illinois National Insurance Co., 500 W. Madison St., Ste. 3000,

Chicago, IL 60661, Ph: (800) 250-3819 in all covered states except for AR, CA, FL, MS, NC, NY, OK, and VA where the insurance policy is issued by New Hampshire Insurance Company, 500 W. Madison St., Ste. 3000, Chicago, IL 60661, Ph: (800) 250-3819. If within 60 days We have not paid a claim, provided You with a required refund, or You are otherwise dissatisfied, or We are no longer a going concern, become insolvent, or are otherwise financially impaired, You are entitled under state law to make a claim directly to the insurer by contacting the insurer at the address or phone number listed above. Please enclose a copy of Your Plan when sending correspondence to the insurer.

- e) Privacy Policy. We respect Your privacy. To review Our privacy policy, please visit <https://www.aig.com/privacy-policy>.
- f) Assignment. We may delegate or assign any of Our obligations at Our sole discretion and without Your consent provided We give You at least 30 days' prior written notice of any material changes. You may not change this Plan or delegate any of Your obligations.
- g) Independent Contractors. We are not a service provider, technician, or product retailer. Any repair and replacement services will be performed by independent, third-party contractors.
- h) CHANGES TO THE PLAN: WE MAY CHANGE THE PLAN PRICE, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.
- i) Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN, INCLUDING THE FOLLOWING: COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA; FAILURE TO MAINTAIN DATA CONFIDENTIALITY; LOSS OF USE, INCLUDING LOSS OF USE WHILE THE COVERED ELECTRONICS ARE BEING REPAIRED OR REPLACED; OR ANY LOSS OF BUSINESS PROFITS, REVENUE, OR ANTICIPATED SAVINGS. OUR MAXIMUM LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS PLAN SHALL NOT EXCEED THE PER CLAIM AND AGGREGATE LIMITS SET FORTH HEREIN, REGARDLESS OF WHETHER THE UNDERLYING ACTION IS IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- j) Severability. If any provision of this Plan is held invalid, illegal, or unenforceable in any respect under applicable laws, the validity, legality, and enforceability of the remaining provisions of this Plan shall not in any way be affected or impaired thereby.

## 12. ARBITRATION & CLASS ACTION WAIVER.

**READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS OF YOURS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES IN COURT AND YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.**

YOU AND WE AGREE TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION, EXCEPT AS FOLLOWS:

ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS.

YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE PROCEEDINGS.

Under this provision, "Dispute" includes any claim or controversy arising out of or relating in any way to this Plan—whether

based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory.

This Arbitration Agreement is subject to and governed by the Federal Arbitration Act ("FAA"). This Arbitration Agreement is intended to be broadly interpreted and shall survive any termination or cancellation of this Plan. This Arbitration Agreement applies to Our respective parents, subsidiaries, affiliates, service contract insurers, obligors, agents, employees, successors, and assignees.

You and We agree to waive the right to participate in class actions or representative proceedings. However, this Arbitration Agreement does not preclude You from bringing an individual action against Us in small claims court, so long as the dispute is pursued on an individual rather than a class-wide basis.

The American Arbitration Association ("AAA") will administer any arbitration and will do so in accordance with its rules in effect at the time the claim is filed. You may obtain a copy of the AAA rules by visiting [www.adr.org](http://www.adr.org). Unless You and We agree otherwise, any arbitration hearing will take place in the county of the Service Address. The right to a hearing will be determined by the AAA Rules. However, if the claim is for \$10,000 or less, You may decide whether You want the arbitration to be conducted instead: (a) Only on the basis of documents or (b) through a telephone hearing.

### 13. STATE-SPECIFIC DISCLOSURES:

**Georgia, Hawaii, Maryland:** The following statement is added to Section 10(b): "If You cancel Your Plan during the Free Look Period without making any claims and do not receive a full refund or credit within forty-five (45) days of Our receipt of the returned Plan, a ten percent (10%) penalty per month shall be applied to the refund owed to You. The right to void the service contract during the Free Look Period is not transferable and applies only to the original contract purchaser."

**Connecticut:** If Your term of coverage is less than one (1) year, this Plan is automatically extended while the product is being repaired. You may cancel this Plan if You return the product or the product is sold, lost, stolen, or destroyed. If We are unable to resolve any disputes with You regarding this Plan, You may file a written complaint to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

**Georgia:** Section 9(d) is deleted in its entirety and replaced with the following: "**ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.**" Sections 10(b) through (g) are replaced with the following: "If You request cancellation of the Plan within thirty (30) days from the Plan Purchase Date, You will be refunded the full Plan Price less claims paid. If You cancel the Plan after thirty (30) days from the Plan Purchase Date, You will be refunded the unearned pro-rata Plan Price less claims paid. We may only cancel this Plan for fraud, material misrepresentation, or failure to pay any amounts due. We will provide You with written notice of such cancellation, which will be effective at least thirty (30) days from date of mailing such notice. If We cancel this Plan, We will refund any unearned portion of the Plan price on a pro rata basis, less any claims paid. If a claim covered by this Plan is also covered by another service contract, then the claim will be paid on a pro-rata basis with such other service contract. If a claim covered by this Plan is covered by an insurance policy, manufacturer's warranty, or recall, or is the subject of any legal action, We shall pay only for the amount of the cost to repair or replace such covered product in excess of the amount due from that other insurance policy, manufacturer's warranty, recall, or legal action. In no event, however, shall We pay more than the applicable Limit of Liability. Arbitration is nonbinding in Georgia. For any claim that is not arbitrated or brought in small claims court, it will be resolved in a state or federal court with proper jurisdiction based on the county where the contract holder resides."

**Indiana:** Your proof of payment to Us shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

**Maryland:** Your service contract is extended automatically if We fail to perform the services under the service contract and will not terminate until the services are provided in accordance with the terms of the service contract.

**New York:** The following paragraph is added to Section 10(b): "If You cancel this Plan during the Free Look Period without making any claims and We do not provide the full refund within thirty days after Your return of the Plan, a 10% penalty per month will be added to the refund. The right to void the Plan during the Free Look Period is not transferable and applies only to the original contract purchaser."

**Oregon:** AIG WarrantyGuard, Inc.'s license number in Oregon is 208059.

**Utah:** This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association. Proof of loss should be furnished by You to Us as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this Plan does not invalidate or reduce a claim. Sections 10(d) through (g) are replaced with the following: "We may cancel this Plan during the first sixty (60) days of the initial term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation, except that We may also cancel this Plan during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel the Plan by mailing a cancellation notice to You at least ten (10) days prior to the cancellation date for cancellations due to nonpayment of premium, and thirty (30) days prior to cancellation date for any of the following reasons: (a) Material misrepresentation; (b) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Plan; or (c) substantial breaches of contractual duties, conditions, or warranties."

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF LANCASTER  
AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION**

This agreement acknowledges that the Village of Lancaster and CSEA have concluded negotiations for a successor to the June 1, 2022 - May 31, 2026 collective bargaining agreement. The successor agreement is subject to ratification by the respective bodies. The successor agreement covers the period from June 1, 2026 through May 31, 2030.

Upon ratification, the successor agreement will include the tentative agreements annexed hereto and those provisions of the 2022-2026 agreement that were not amended, changed, deleted or otherwise made subject to these negotiations. All other proposals and counterproposals of the parties are hereby withdrawn.

For the Village of Lancaster

For the Union

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## ARTICLE II, Term of Agreement

This agreement shall become effective on June 1, ~~2022~~**2026**, and shall expire on May 31 ~~2026~~, **2030** and will continue in effect until a new agreement is reached.

## ARTICLE IV, SALARIES

The classifications and the hourly rate for employees shall be as follows:

Effective Date	June 1, 2022	June 1, 2023	June 1, 2024	June 1, 2025
Equipment Operator	32.32	33.29	34.12	34.97
Laborer	31.65	32.60	33.42	34.25
Mechanic I	33.28	34.28	35.14	36.02
Mechanic II	32.69	33.67	34.51	35.38
Heavy Equipment Operator	32.69	33.67	34.51	35.38
Heavy Equipment Operator-Sewer	32.69	33.67	34.51	35.38

Effective Date	June 1, 2026	June 1, 2027	June 1, 2028	June 1, 2029
Equipment Operator	<u>36.36</u>	<u>37.81</u>	<u>39.32</u>	<u>40.89</u>
Laborer	<u>35.62</u>	<u>37.04</u>	<u>38.52</u>	<u>40.06</u>
Mechanic I	<u>37.46</u>	<u>38.96</u>	<u>40.52</u>	<u>42.14</u>
Mechanic II	<u>36.80</u>	<u>38.27</u>	<u>39.80</u>	<u>41.39</u>
Heavy Equipment Operator	<u>36.80</u>	<u>38.27</u>	<u>39.80</u>	<u>41.39</u>
Heavy Equipment Operator-Sewer	<u>36.80</u>	<u>38.27</u>	<u>39.80</u>	<u>41.39</u>

~~A one-time, lump-sum, two and one-half percent (2.5%) payment shall be made to the employees on June 1, 2022. This payment shall not be added to base wage rates. This payment will be made on June 1, 2022, only.~~

## ARTICLE VII, LEGAL HOLIDAYS

7.1 The following legal holidays are observed by the Village of Lancaster and all full time employees will be paid one (1) full day's pay for these dates, it being understood that regular employees who for any reason are required to work on these holidays will receive a full day's pay in addition to their regular pay at time and one-half (1 1/2) for the hours actually worked.

If the employees mentioned above work any of the following holidays: Christmas, New Year's Day, Easter Sunday or Thanksgiving Day, they will receive a full day's pay in addition to two times (2x) their regular pay for all hours actually worked.

In the event that a legal holiday falls within a vacation period, the legal holiday shall not be considered as vacation time.

NEW YEAR'S DAY	January 1
MARTIN LUTHER KING DAY	Third Monday in January
WASHINGTON'S BIRTHDAY	Third Monday in February
GOOD FRIDAY	all day
MEMORIAL DAY	Last Monday in May
JUNETEENTH	June 19
INDEPENDENCE DAY	July 4
LABOR DAY	First Monday in September
COLUMBUS DAY	Second Monday in October
ELECTION DAY	First Tuesday after the first Monday in November
VETERANS DAY	November 11
THANKSGIVING DAY	Fourth Thursday in November
DAY AFTER THANKSGIVING	Fourth Friday in November
CHRISTMAS DAY	December 25

No holiday pay will be allowed unless the employee has worked a full shift on the day previous to and the day after the holiday, except when an employee is on authorized leave or is absent because of vacation, sick leave or disability due to injury occurring on the job.

If a holiday falls on a Saturday, each employee will receive regular pay for that holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday with each employee receiving appropriate pay.

## ARTICLE IX, SICK LEAVE

~~Full time employees hired prior to June 1, 2015, and covered under this Agreement will be granted sick leave with pay for a total of fifteen (15) working days per year. Full time employees hired on or after June 1, 2015 will be granted sick leave with pay, accrued at the rate of one and one quarter (1.25) days per month. Employees will commence earning sick leave on their initial employment date.~~ **All employees employed on June 1 shall receive 15 sick days on June 1 each year.**

**Employees hired after the start of a contract year (June 1), shall receive sick leave upon hire equivalent to 1.25 days per month remaining in that contract year. Example: an employee hired on September 17 shall receive 10.25 sick days upon hire (1.25 days multiplied by nine months, September through May), an employee hired on February 8 shall receive five sick days upon hire (1.25 days multiplied by four months: February through May).**

Employees will be allowed to use sick leave upon completion of their probationary period.

Any absence from duty on account of sickness, exceeding three (3) days, must be reported to the Personnel Committee by the Superintendent of Public Works. If an employee is absent more than three (3) consecutive days, claiming sickness as the reason for absence, he must produce a doctor's certificate to this effect, before he will be compensated for the time off or be allowed to return to work.

Any public work employee who is unable to report for work because of an emergency illness in his immediate family shall be allowed to charge three (3) work days for each occurrence against his unused sick leave.

Each employee shall be entitled to accumulate sick leave from year to year but in no event shall sick leave become accumulated to a total of more than one hundred eighty (180) days.

In the event that an employee dies, the Village will reimburse the employee's estate a dollar (\$) amount equal to the amount of days they have accrued for sick leave.

Upon retirement from the village into the New York State Retirement System, an employee hired prior to ~~the date of signing of this agreement~~ **January 1, 2024** shall be permitted to apply up to seventy-five (75) days of unused sick leave toward the cost of continuing the employee's health insurance in retirement, according to Article 18 of this agreement. Each accrued sick day at the time of retirement will have a value of two hundred twenty-nine dollars (\$229).

## ARTICLE X, LEAVE OF ABSENCE WITH PAY

Leave of absence, with pay, not to exceed three (3) days, will be granted by the Superintendent of Public Works to an employee in the event of death occurring in the employee's immediate family. For the purpose of this rule, "immediate family" shall include: Brother, Sister, Spouse, Child, Father, Mother, Grandparents, **Great-grandparents** Grandchildren, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, or any other relative who resides with the employee permanently and is an actual member of the household.

Leave of absence, with pay, not to exceed one (1) working day will be granted to an employee to attend funeral services or memorial services for a Sister-in-law or Brother-in-law, Niece or Nephew.

On proof of the necessity of jury duty, leave of absence shall be granted with regular pay minus jury duty salary, to all full time employees.

Employees shall be allowed time off with pay to take Civil Service Examinations in connection with their positions.

Failure of an employee to report for work without having previously notified the General Crew Chief or other supervisory personnel of his intention to be absent for either a whole day or a part of a day shall be considered unauthorized leave of absence and pay shall not be extended for such period. Repeated, unauthorized leaves of absence shall be cause for disciplinary action. After ten (10) consecutive days of unauthorized leave, it shall be deemed that the employee has voluntarily quit, and he or she shall be treated accordingly, with cessation of all rights, benefits, etc., afforded to employees under this contract.

The provisions of this paragraph shall be waived in the case of an emergency which would prevent an employee from notifying the employer.

The use of alcoholic beverages or illegal drugs during work hours is prohibited under any circumstances. In addition, employees covered under the Federal Highway Administration guidelines shall be subjected to alcohol and/or drug testing as required under said guidelines.

## **ARTICLE XVII, MEDICAL COVERAGE**

The Village shall provide health insurance to full-time employees in a Plan as set forth in Appendix A or a similar plan. This Plan will be provided on a single or family basis consistent with the requirements of the plan.

The Village agrees to pay ~~one hundred per cent (100%)~~ of the premium **as follows** cost for all employees hired prior to May 31, 2006.

~~In 2022-2023 the Village pays 99.5% and the employee pays .5%~~

~~In 2023-2024 the village pays 99 % and the employee pays 1%~~

~~In 2024-2025 the village pays 98.5% and the employee pays 1.5%~~

~~In 2025-2026 the village pays 98% and the employee pays 2%~~

**In 2026-2027 the Village pays 97.5% and the employee pays 2.5%**

**In 2023-2024 the village pays 97 % and the employee pays 3%**

**In 2024-2025 the village pays 96.5% and the employee pays 3.5%**

**In 2025-2026 the village pays 96% and the employee pays 4%**

Employees hired on or after May 31, 2006 ~~through May 31, 2015~~ will be required to pay ~~10%~~ of **toward** the cost of the monthly premium for the plan by the employee through bi-weekly payroll deductions **as follows:**

~~In 2022-2023 the Village pays 89.5% and the employee pays 10.5%~~

~~In 2023-2024 the village pays 89 % and the employee pays 11%~~

~~In 2024-2025 the village pays 88.5% and the employee pays 11.5%~~

~~In 2025-2026 the village pays 88% and the employee pays 12%~~

**In 2026-2027 the Village pays 87.5% and the employee pays 12.5%**

**In 2023-2024 the village pays 87 % and the employee pays 13%**

**In 2024-2025 the village pays 86.5% and the employee pays 13.5%**

**In 2025-2026 the village pays 86% and the employee pays 14%**

Employees hired after May 31, 2015 will pay 20% of **toward** the cost of their health insurance premiums **as follows**. The costs of the monthly premium for the plan will be paid by the employee through bi-weekly payroll deductions.

~~In 2022-2023 the Village pays 79.5% and the employee pays 20.5%~~

~~In 2023-2024 the village pays 79% and the employee pays 21%~~

~~In 2024-2025 the village pays 78.5% and the employee pays 21.5%~~

~~In 2025-2026 the village pays 78% and the employee pays 22%~~

**In 2026-2027 the Village pays 77.5% and the employee pays 22.5%**

**In 2023-2024 the village pays 77 % and the employee pays 23%**

**In 2024-2025 the village pays 76.5% and the employee pays 23.5%**

**In 2025-2026 the village pays 76% and the employee pays 24%**

Employees hired after ~~the date of signing of this agreement~~ **January 10, 2024** of this agreement will pay 25 percent toward the monthly cost of their health insurance premium.

~~Employees hired after the date of signing of this agreement will not be eligible for retiree health insurance through the Village at any time.~~

All bargaining unit employees shall be enrolled in the aforementioned healthcare plan unless they have opted out of healthcare coverage pursuant to this Article.

Effective July 1, 2010, and annually thereafter, the Village agrees to establish and maintain a Health Reimbursement arrangement (“HRA”) account for each employee consistent with Section 105 (H) of the Internal Revenue Code for the employee and retiree to spend on qualifying medical expenses with the ~~monies~~ **monies** to be placed in each employee’s account. All employees and pre-65 retirees shall receive a yearly amount into their individual HRA account equal to one hundred percent (100%) of ~~the total annual deductible~~ **out-of-pocket maximum** for either single or family coverage as required by the Plan set forth in Appendix A or a similar plan annually upon the date of renewal of the health insurance plan. Any unused portion of an employee’s individual HRA account will not roll over from one year to the next year. Each full-time bargaining unit employee and retiree shall be provided with a Beniversal Credit/Debit card for their use in conjunction with their HRA account.

Any employee who refuses medical coverage from the Village will receive a check for ~~five thousand dollars (\$5,000)~~ **six thousand dollars (\$6,000)**. The check will be issued in the first pay period of June after the year the employee refuses coverage. The payment will be based on the cost of the premiums which are in effect on June 1st of the year in which the employee refuses the coverage. Any employee who quits, retires, or dies during any year will receive a prorated check, in the first payroll period after he leaves Village service. This provision shall not apply if the employee leaves the employment of the Village as the result of a just cause disciplinary termination.

The Village will continue to provide the same health insurance coverage as provided for employees, family coverage where there are dependents or single coverage where there are no dependents, for employees who retire under the New York State Retirement System with at least fifteen (15) years of service and who are at least 55 years of age at the time of retirement. Coverage ceases upon the employee becoming eligible for Medicare coverage. Retirees pay the same percentage of the premium that they were paying on their last day of active service. For example, if an employee was paying twenty percent (20%) at the time of retirement, they would continue to pay twenty percent (20%) in retirement until they become eligible for Medicare coverage.

Employees hired after May 8, 2023, will not be eligible for retiree health insurance at any time.

#### ARTICLE XIX, LONGEVITY

The employer shall provide a longevity payment to each employee covered under this Agreement on June 1, by separate check in accordance with the years of service accrued by each employee and the schedules set forth herein:

YEARS OF SERVICE	
One (1) – Nine (9)	<del>\$790</del> <b>\$800</b>
Ten (10) - Fourteen (14)	<del>\$1140</del> <b>\$1150</b>
Fifteen (15) - Nineteen (19)	<del>\$1190</del> <b>\$1200</b>
Twenty (20) - Twenty-Four (24)	<del>\$1240</del> <b>\$1250</b>
Twenty-Five (25)	<del>\$1340</del> <b>\$1350</b>

## ARTICLE XXI, PROMOTIONAL VACANCIES

**Article 21.1** The employer shall fill promotional vacancies occurring in the table of organization attached hereto and marked SCHEDULE A with first consideration give to seniority. Such promotional job vacancies shall be posted fifteen (15) calendar days prior to the appointment.

It is further agreed that if a vacancy occurs in any particular category classification that those employees in the Village of Lancaster Department of Public Works in a different category classification who are then qualified to perform a job which has become vacant shall be given the first opportunity to fill said vacancy with the interested and qualified employee who has the greatest seniority, pursuant to Schedule A attached hereto, receiving the first opportunity to fill the vacancy in question.

Seniority shall be based on the date of hire for all employees, ~~with the following exception; for those employees previously hired by the Village of Lancaster under the C.E.T.A. Program and who worked continuously until their hire as "regular employee", the following shall apply:~~

- ~~1) All benefits based on date of hire shall be calculated using C.E.T.A. employment credit.~~
- ~~2) Filling of promotional vacancies shall be based on the date of hire as a "regular employee."~~

Should a vacancy occur in a particular category in the Seniority Schedule, it is agreed that those employees in the particular category listed below the vacancy created shall move one step up in the particular category in the Seniority Schedule in which the vacancy occurred, and any new appointments to the particular category classifications shall commence at the foot of the particular category in which the vacancy occurred.

In regard to any promotions or notices of examinations to be given to facilitate promotions, the employer will post on a bulletin Board located in the Department of Public Works Building, a notice of examination or promotion sufficiently in advance of said promotion or examination so that any interested and qualified employee may take advantage of such information.

### **Article 21.2**

**When there is a non-promotional vacancy in the Department of Public Works, the Village shall post to fill that vacancy within 30 days of the position becoming vacant. The Village shall make an offer to a candidate within 60 days of the position becoming vacant.**

## ARTICLE XXV, NEGOTIATION OF A NEW CONTRACT

The parties agree that the negotiations for the renewal of all aspects of this agreement shall commence on or about December 1, ~~2025~~ **2029**.

## ARTICLE XXX, CSEA EMPLOYEE BENEFIT FUND

1. The Village will provide to its employees, the CSEA Employee Benefit Fund Platinum 12 Family Optical Plan with Occupational Rider at no cost to the employees.

**1.1 The Village will provide the CSEA Employee Benefit Fund Platinum 12 Family Optical Plan with Occupational Rider to employees who retire on or after June 1, 2026. This coverage will be at no cost to the retiring employee. This coverage will end when the retiring employee becomes eligible for Medicare.**

2. The Village will provide to its employees, the CSEA Employee Benefit Fund Dutchess Family Dental Plan at no cost to the employees. Employees hired after May 31, 2013, will be required to pay 10% of the cost of the monthly premium for the dental plan by the employee through bi-weekly payroll deductions.

## ARTICLE XXXI, STANDBY, OVERTIME AND TARDINESS

### 1. STANDBY RIGHTS

#### a) Mechanic Classification

The Mechanics will maintain a voluntary overtime list as previously scheduled. The Superintendent or his designee will develop and furnish a schedule to the Lancaster Village Unit President. The Mechanic List will be voluntary for the purposes of standby.

### 2. OVERTIME ASSIGNMENTS

#### b) Salt Schedules

The Salt Crew's standby schedule will be developed by the Superintendent or his designee among the Drivers and Laborers who accepted the assignment. The schedule will initially be selected by seniority, and will rotate days by the number of drivers and laborers who accept. If replacements are required due to sickness, vacation or personal leave, the Department will canvass the employees to select a fill in. All other exchanges or additional weekend coverage will be determined by the "crew", with notification to the Department as soon as possible. Holidays will be selected on a voluntary basis. In the event there are no volunteers for an appropriate holiday, the Superintendent of Public Works or his/her designee shall make the crew assignment to the least senior employees within classification.

#### c) Mechanics

~~When required for "plowing", the three (3) Mechanics will be rotated for overtime assignments.~~

### 3. TARDINESS PROCEDURE

On occasion, an employee while at home or on his way to work may experience a delay beyond his control where a phone call may not be timely or practicable. In this case, the lateness and its consequences will be excused; however:

- a) The employee would be charged against his time to the next fifteen (15) minute period. A tardy employee will be given a five (5) minute grace period for being tardy once every six (6) months.

## ARTICLE XXXII

### WORK ASSIGNMENTS

The Village shall offer any and all work that is available in titles covered under the bargaining unit which occurs before, during or after the regular work day of a full time employee to each full time employee **qualified to do the work and** covered under such bargaining unit prior to offering the work to part-time employees. Following the offer and then, selection of all full time employees as provided herein, the Employer may assign part time employees **qualified to do the work** to any remaining work assignments and such employees shall be allowed to complete the daily work assignment. **For example, electrical work will be offered to those individuals capable of doing the electrical work.**

The Village also agrees that all other work currently being performed by bargaining unit employees is exclusively CSEA bargaining unit work.

## ARTICLE XXXV, RESIDENCY

Each employee, after five (5) years of employment with the Village, is no longer mandated to live in the Village, but must live within ~~the Town of Lancaster~~ **a 10-mile radius of the Village of Lancaster DPW Building at 5200 Broadway.**

## **NEW ARTICLE, Clothing Allowance**

**The employer shall provide an allowance of \$400 per employee each year for the purchase of steel-toe, ANSI-approved safety footwear, and work clothing. The Village shall provide this allowance in the form of a voucher to be used with vendors selected by the Village.**