

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 special meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Wednesday, May 6, 2026, at 4:00 P.M.

MEETINGS TO DATE **4**
NO. OF REGULARS **2**
NO. OF SPECIALS **2**

| Attendance: | | <u>Attended / Absent</u> |
|----------------------------------|------------------------------|--------------------------|
| William C. Schroeder | Mayor | 4 / 0 |
| Tammie E. Malone Schaefer | Trustee/ Deputy Mayor | 4 / 0 |
| John Mikoley | Trustee | 4 / 0 |
| Deirdre A. Miller | Trustee | 4 / 0 |
| Gavin J. O'Brien | Trustee | 4 / 0 |

Also Present:

| | |
|-----------------------------|-------------------------|
| Arthur A. Herdzik | Village Attorney |
| Michael E. Stegmeier | Clerk-Treasurer |

Mayor Schroeder led the pledge to the flag.

The purpose of this special meeting is to address the following items:

- Sabres Watch Party Event Application for Lancaster Village Merchants Association (LVMA)
- To discuss merchant run events, West Main Street closures, and costs for non-Village events.

RESOLUTIONS:

Motion by **Trustee Malone Schaefer** and seconded by **Trustee O'Brien** to approve the event application for the LVMA Hockey Night in the Village event to be held on May 12, 2026 with West Main Street to be closed at 5:00 p.m. contingent upon submission of the required insurance documentation from LVMA to be reviewed by Attorney Herdzik for completeness and approval.

Adopted Resolution: **91** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Mayor Schroeder opened discussion regarding merchant run events and the cost of DPW labor to close the street for the entirety of the event which averages about \$1,300.00 per event.

Discussion that followed included how to cover costs with the potential for an application fee for certain types of events, other benefits from merchant events such as community exposure and a positive impact on property values, and events where the direct benefit is to a small group of businesses. It was also noted that the Village eliminated some events in the past and the LVMA was created to take on the task of running more events to fill the gap. Further discussion about potential fees included equitable and fair treatment among businesses since not every merchant is a member of LVMA and the need to develop specific criteria for events when a fee would apply. Before any action is taken regarding a proposed fee, there was consensus that a meeting is needed with merchants to discuss the matter.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to schedule a work session on Monday, June 8, 2026, at 6:00 p.m. prior to the regular work session and meeting scheduled for that evening to meet with merchants to discuss events and the cost to the Village of Lancaster.

Adopted Resolution: **92** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

ADJOURNMENT:

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to adjourn the meeting at 4:43 p.m.

Adopted Resolution: **93** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Respectfully submitted,

Michael E. Stegmeier
Clerk-Treasurer

The regular meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, May 11, 2026, at 7:00 P.M.

MEETINGS TO DATE **5**
NO. OF REGULARS **3**
NO. OF SPECIALS **2**

| | | |
|----------------------------------|------------------------------|--------------------------|
| Attendance: | | <u>Attended / Absent</u> |
| William C. Schroeder | Mayor | 5 / 0 |
| Tammie E. Malone Schaefer | Trustee/ Deputy Mayor | 5 / 0 |
| John Mikoley | Trustee | 5 / 0 |
| Deirdre A. Miller | Trustee | 5 / 0 |
| Gavin J. O'Brien | Trustee | 5 / 0 |

Also Present:

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

Mayor Schroeder led the pledge to the flag.

AUDIENCE PARTICIPATION: **LISTED AGENDA ITEMS**

-none

ACCEPTANCE OF MINUTES

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to accept the minutes of the April 27, 2026 regular meeting.

Adopted Resolution: **94** 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 4/28/2026 to 5/10/2026.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 70 claims were approved, and that all claims were paid against the:

| | | | |
|---------------------------|-------------------------|-----------|-------------------|
| GENERAL FUND ----- | in the amount of | \$ | 194,543.47 |
| SEWER FUND ----- | in the amount of | \$ | 15,293.18 |
| TRUST FUND ----- | in the amount of | \$ | 450.12 |
| CAPITAL FUND ----- | in the amount of | \$ | 746,019.83 |

| | | |
|--|------------------|---------------------|
| EQUIPMENT RESERVE -----in the amount of | \$ | -- |
| COMMUNITY DEVELOPMENT -----in the amount of | \$ | -- |
| SPECIAL REPAIR RESERVE FUND ----in the amount of | \$ | -- |
| For the period from | <u>4/14/2026</u> | To <u>4/27/2026</u> |

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

- General Fund checks # 94202 through # 94241
- Sewer Fund checks # 12394 through # 12401
- Trust Fund checks # 1976 through # 1977
- Capital Fund check # 2634

Adopted Resolution: **95** 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 17, 2026 – May 1, 2026

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

Adopted Resolution: **96** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

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.

Motion by Trustee Malone Schaefer and seconded by Trustee O'Brien to approve this event application as presented.

Adopted Resolution: **97** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

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).

Motion by Trustee O'Brien and seconded by Trustee Mikoley to approve this budget transfer as requested.

Adopted Resolution: **98** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

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).

Motion by **Trustee Miller** and seconded by **Trustee Malone Schaefer** to approve this purchase for fire boots and the related budget transfer as requested.

Adopted Resolution: **99** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

5) Correspondence from DPW Superintendent Wayne Cisco requesting the buyback of two (2) weeks of unused vacation time for the current fiscal year.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to approve this request as presented to buyback two (2) weeks of unused vacation time for 2025-26 fiscal year from Wayne Cisco.

Adopted Resolution: **100** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

6) Correspondence from DPW Clerk-Typist Katelyn Moore requesting approval to carry over four (4) unused vacation days into the next fiscal year.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to approve the request from Katelyn Moore to carry over four (4) unused vacation days into the 2026-27 fiscal year.

Adopted Resolution: **101** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

RESOLUTIONS:

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

Adopted Resolution: **102** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to approve the July 1, 2026 renewal of medical insurance plans for the Village of Lancaster as follows:

- Highmark BC/BS of WNY Silver POS 8100 (Active & Retired Employees)
- Independent Health iDirect Silver Coinsurance HSAQ (Active & Retired Employees)
- Highmark BC/BS of WNY Platinum EX Plus (Special Retirees – 1 Member)
- Highmark BC/BS of WNY Silver PPO 8100 (Out of Area Option)

Adopted Resolution: **103** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

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

Adopted Resolution: **104** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Mayor Schroeder** and seconded by **Trustee Miller** to approve the following items related to the DCFC EV Charging Station to be installed at the Cayuga Creek Park location conditioned upon review and approval by the Village Attorney not to be transmitted or conveyed to the other parties in advance of Village Attorney approval.

- SYNERGEV Site Host Agreement
- Payment to synergEV Inc. in the amount of \$1,095.00 for the DCFC Commissioning Support
- 5-Year parts and labor warranty from synergEV Inc. in the amount of \$9,890.81

Adopted Resolution: **105** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Malone Schaefer** to approve the negotiated changes to the CSEA Collective Bargaining Agreement including a Memorandum of Agreement (MOA) covering the period from June 1, 2026 through May 31, 2030.

Adopted Resolution: **106** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

AUDIENCE PARTICIPATION:

Denise Hawrysiak – 138 Central Avenue: She commented regarding some flooding from the recent heavy rains and questioned the need to update the storm sewer system to meet current capacity requirements. She noted that the infrastructure hasn't been updated in recent history and may be inadequate to meet needs.

Matt Fischione stated that he will work with DPW to review the affected areas where flooding occurs.

Paul Vanacore – 23 Washington Street: He commented regarding an ongoing issue with his neighbor for the past 15 years. The condition of the property (25 Washington Avenue) has trash, equipment, and junk littered across the yard and the owner also uses other private property to store more equipment and items. It is a quality-of-life issue, and he questioned what options are available to address the situation.

Mayor Schroeder will refer this matter to code enforcement to review and address the conditions at the neighboring property.

COMMITTEE REPORTS & FOLLOW UPS:

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

No report.

➤ **PUBLIC WORKS** – Trustee Mikoley

DPW crews are mulching gardens. Flowers will be delivered tomorrow. Baskets will be hung and firefighter banners installed on West Main Street in the next week. DPW will also be assisting with beautification efforts in coordination with the Beautification Committee.

➤ **PUBLIC SAFETY** – Mayor Schroeder

No report.

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

He has recently tried working with property owners that are having issues with each other. Sometimes there are communication issues between owners and there has been some success in resolving issues. But that is not always the case in every situation.

➤ **HUMAN RESOURCES** – Trustee Malone Schaefer

Applications are being gathered for summer help employees at DPW.

She gave a public safety announcement that the Police Department, under the direction of a new medical director, has made some policy changes in emergency services. When a phone call comes into dispatch requesting an ambulance, the questioning may be a little different, but the overall services, response, and level of care will continue the same as always. This change is to ensure that there is an appropriate response to each call and alleviate issues with distributing personnel to priority calls.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to approve the event application for the Lancaster Youth Bureau Community Color Run as presented.

Adopted Resolution: **107** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

The Village Car Show is scheduled for June 14th.

Independence Days Celebration – The course for the Boys & Girls Club 10K Race may change due to roadwork on Warner Road. Two possible sites are being reviewed for 4th of July fireworks with emergency management.

Trustee O'Brien noted that an event application for a Farmers Market was not received in time for the board meeting agenda, but they have proposed for the market to begin on June 13th which falls right after our next scheduled meeting on June 8th. He questioned whether it may be possible to hold a special meeting to review or if the start date may need to be pushed back.

It was decided that more information is needed regarding the proposed events before the application can be considered. Matt Fischione also noted that event applications are supposed to be submitted at least 60 days prior to the event per the Village Code to allow adequate time for review. The Farmers Market application and other recent applications have been submitted with less advance notice which makes it more difficult to have proper review of potential concerns. The 60-day requirement should be considered when reviewing event applications that are received.

➤ **ECONOMIC DEVELOPMENT** – Mayor Schroeder

No report.

➤ **SEWER** – Trustee Mikoley

He provided an update regarding RMF Printing and the illicit discharge of red dye into the storm sewer system. The company continues to be cooperative, and they have disconnected 4 sinks that were tied into the system. RMF was cited by the DEC and must respond by May 17th. They are coordinating with DPW to contract with Kandey Company to video and clean out the affected storm sewer system. The DEC has ordered that the dye product must be contained and discharged separately from the storm sewer system.

This will be a busy summer for the sewer department with inspections scheduled to start in about 6 to 8 weeks.

➤ **GRANTS** – Trustee O’Brien

ZEV Grant – EV Charging Station

Attorney Herdzyk will look over the contract language and advise if we are able to move forward with the agreement and other items related to installation.

The charger installation is scheduled for next week with commissioning on 5/21 at 2:30 p.m. Parking next to the park and charging station will be limited while installation is in progress.

NYSERDA CFI Grant – Central Ave Parking Lot EV Station

Motion by **Trustee O’Brien** and seconded by **Trustee Miller** to withdraw from the NYSERDA CFI Grant and remove this grant from committee as the Village of Lancaster will instead pursue a Level 3 EV charger for this location which is not covered by the scope of the grant program.

Adopted Resolution: **108**

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

New York Forward – LMB Pocket Park

The contractor for this project was selected this evening. We will coordinate with LaBella for next steps.

NY Forward – Small Project Fund

We are pending approval from HCR to determine if we can move forward with a 2nd level of small project funding.

TAP – Central Avenue Streetscape Broadway to Walden

There was a design meeting today. We discussed DOT 4(f) requirements for improvements on historic properties which may result in significant delays. We also discussed potential locations for Rapid Flashing Beacon crosswalks on Central Avenue north of Brady as well as elevated crosswalks downtown.

➤ **TECHNOLOGY & MARKETING** – Trustee Miller

No report.

➤ **CLIMATE SMART** – Trustee O’Brien

He will be sitting down with Amy Stypa in the next couple of weeks to discuss the Climate Action Plan as well as other Climate Smart initiatives in preparation for our June Climate Smart Task Force meeting.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:

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

The North End Fire Hall generator replacement has started and the electrical is being replaced. There is a delay due to an equipment backorder. He anticipates completion by end of July.

Plants are coming tomorrow, trees are planted, and crews are working on patching, receiver repairs, and grass restoration from winter plowing damage.

Banners are being installed on the street poles and buildings.

Employees attended a safety class for work around wires.

Streets to be paved this year include Lombardy Street, a section of Lake Avenue, Commerce Parkway, and one other street to be determined.

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

He will be closing out sewer account balances for re-levy of unpaid amounts onto the Village tax bills.

He is preparing for fiscal year end on May 31st and tasks to be completed for the next budget year.

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

There were 121 calls year-to-date at the end of April and members had completed over 1,300 training hours.

The annual inspection and awards ceremony takes place this coming Sunday.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

He commented regarding the permit for the North End Fire Hall generator situation and noted that he is available to assist with getting that set up now.

The stormwater season is upon us with ongoing rainfall and complaints due to stormwater runoff creating problems for property owners.

He is aware of sanitary sewer discharge and cross connections at a few property locations and notifications will be sent out this week.

He commented regarding ongoing stormwater issues in several areas with historical drainage problems. The Village should consider pursuing grant opportunities to strengthen infrastructure to alleviate issues for homeowners.

He has been working on property maintenance issues recently including ongoing problems dating back a few years. He requested patience for his office while addressing each complaint and issue that is identified.

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

The department had stationed an officer on Court Street in response to a concern regarding truck traffic on the residential street. He noted that there was no truck traffic identified other than deliveries specific to the knife factory located on Court Street.

Trustee O'Brien commented that the resident who had the concern reached out to him and indicated that he has noticed a reduction in the truck traffic since the initial complaint.

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

He will review the documents related to the EV charging station at Cayuga Creek Park. He will meet with Trustee O'Brien after the meeting to discuss any potential concerns to be addressed.

MISCELLANEOUS:

-none-

ADJOURNMENT:

Motion by **Mayor Schroeder** and seconded by **Trustee Malone Schaefer** to adjourn the meeting at 7:45 p.m. in memory of Richard Miller, David Bondrow, and Jerome Collins.

Adopted Resolution: **109** Ayes: Mayor Schroeder, Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Respectfully submitted,

Michael E. Stegmeier
Clerk-Treasurer

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

May 11, 2026 to June 08, 2026

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

| | |
|--|---------------|
| GENERAL FUND -----in the amount of | \$ 142,466.91 |
| SEWER FUND -----in the amount of | \$ 9,130.72 |
| TRUST FUND -----in the amount of | \$ 2,151.00 |
| CAPITAL FUND -----in the amount of | \$ 25,999.05 |
| EQUIPMENT RESERVE -----in the amount of | \$ |
| COMMUNITY DEVELOPMENT -----in the amount of | \$ |
| SPECIAL REPAIR RESERVE FUND ----in the amount of | \$ |

TOTAL 179,747.68

For the period from April 28, 2026 to May 10, 2026

MAYOR’S CERTIFICATION:

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

| | |
|--------------------------------|--------------------------------|
| Total Claims..... | <u>69</u> |
| General Fund Ck#..... | <u>94243-94291³</u> |
| Sewer Fund Ck#..... | <u>12402-12407</u> |
| Trust Fund Ck#..... | <u>1978</u> |
| Capital Fund Ck#..... | <u>2635</u> |
| Community Development Fund Ck# | _____ |

Mayor William Schroeder

Abstract Summary of Funds

Board Meeting Date: June 8, 2026

| | General Fund (A) | Sewer Fund (G) | Trust Fund (T) | Capital Fund (H) |
|---------------------------|----------------------|--------------------|--------------------|---------------------|
| Vouchers Paid by Check | | | | |
| 2025-2026 Budget | \$ 50,384.17 | \$ 1,341.81 | \$ 2,151.00 | \$ 25,999.05 |
| Prepays | \$ 3,031.52 | | | |
| TASC | \$ 7,800.31 | | | |
| Payroll Voucher 5/08/2026 | \$ 75,376.15 | \$ 7,235.40 | | |
| Fica Voucher 5/08/2026 | \$ 5,874.76 | \$ 553.51 | | |
| TOTALS | \$ 142,466.91 | \$ 9,130.72 | \$ 2,151.00 | \$ 25,999.05 |

TOTAL ALL FUNDS \$ 179,747.68

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

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 | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice |
|----------|----------|--------------------------------|--------------------------------|---------|-------------------|----------------|-----------|--------------------------------|----------|----------------|-----------|---------------|--------------|
| 26-01524 | 05/08/26 | ACEFL005 | ACE FLAG CO. | | | | | | | | | | |
| 1 | | FLAGS ALL BUILDINGS | | E | \$221.90 | A-1620-450-000 | | SHARED SERVICES - BUILDING & G | R | 05/08/26 | 05/08/26 | | 63100/100303 |
| 2 | | FLAGS ALL BUILDINGS | | E | \$221.90 | A-1621-453-000 | | NORTH END F.H.-BUILD & GROUND | R | 05/08/26 | 05/08/26 | | 63100/100303 |
| 3 | | FLAGS ALL BUILDINGS | | E | \$221.90 | A-1640-450-000 | | DEPT PUBLIC WORKS GRGE-BUILD | R | 05/08/26 | 05/08/26 | | 63100/100303 |
| | | | | | \$665.70 | | | | | | | | |
| 26-01525 | 05/08/26 | ADPIN005 | ADP, INC. | | | | | | | | | | |
| 1 | | PROCESSING/REPORTS/TIME&ATTEND | | E | \$746.20 | A-1325-435-300 | | FINANCE TREASURER - PAYROLL S | R | 05/08/26 | 05/08/26 | | 719739525 |
| 2 | | PROCESSING/REPORTS/TIME&ATTEND | | E | \$369.60 | A-1325-435-300 | | FINANCE TREASURER - PAYROLL S | R | 05/08/26 | 05/08/26 | | 719740314 |
| | | | | | \$1,115.80 | | | | | | | | |
| 26-01526 | 05/08/26 | ALPSE005 | ALPS ELEVATOR INSPECTION SERVI | | | | | | | | | | |
| 1 | | ELEVATOR INSPECTION LMB | | E | \$165.00 | A-1620-431-000 | | SHARED SERVICES - ELEVATOR M/ | R | 05/08/26 | 05/08/26 | | 58407 |
| 26-01527 | 05/08/26 | AMAZO010 | AMAZON CAPITAL SERVICES | | | | | | | | | | |
| 1 | | DOOR MAT,CONDUIT, DYE, ET AL | | E | \$498.95 | A-1621-453-000 | | NORTH END F.H.-BUILD & GROUND | R | 05/08/26 | 05/08/26 | | VARIOUS |
| 2 | | DOOR MAT,CONDUIT, DYE, ET AL | | E | \$380.88 | A-5010-442-000 | | STREETS ADMINISTRATION-SAFET | R | 05/08/26 | 05/08/26 | | VARIOUS |
| 3 | | DOOR MAT,CONDUIT, DYE, ET AL | | E | \$138.12 | A-5110-452-000 | | STREETS MAINT-REPAIRS/MAINT:TI | R | 05/08/26 | 05/08/26 | | VARIOUS |
| 4 | | DOOR MAT,CONDUIT, DYE, ET AL | | E | \$259.98 | A-7550-420-000 | | CELEBRATIONS-MISC OVERHEAD E | R | 05/08/26 | 05/08/26 | | VARIOUS |
| 5 | | DOOR MAT,CONDUIT, DYE, ET AL | | E | \$19.55 | A-8090-402-000 | | ENVIRONMENTAL - MATERIALS OU | R | 05/08/26 | 05/08/26 | | VARIOUS |
| 6 | | DOOR MAT,CONDUIT, DYE, ET AL | | E | \$266.00 | G-8120-434-000 | | SANITARY SEWERS-REPAIRS/IMATE | R | 05/08/26 | 05/08/26 | | VARIOUS |
| | | | | | \$1,563.48 | | | | | | | | |
| 26-01528 | 05/08/26 | APPLI010 | APPLIED INDUSTRIAL TECH | | | | | | | | | | |
| 1 | | DPW MECHANICS | | E | \$316.69 | A-5110-452-000 | | STREETS MAINT-REPAIRS/MAINT:TI | R | 05/08/26 | 05/08/26 | | 7034405766 |

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

| PO # | PO Date | Vendor | Contract | PO Type | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Rcvd Date | Chk/Void Date | Invoice |
|--------------------------|----------|----------------------------|----------|---------|-------------------|--------------------------|-----------|---------------------------------|----------|---------------------|---------------|-----------------|
| 26-01528 | 05/08/26 | APPLI010 | | | | APPLIED INDUSTRIAL TECH | | | | | | |
| <i>Account Continued</i> | | | | | | | | | | | | |
| 2 | | DPW MECHANICS | | | \$316.67 | A-7110-453-000 | E | PARKS-REPAIRS TO EQUIPMENT | R | 05/08/26 | 05/08/26 | 7034405766 |
| 3 | | DPW MECHANICS | | | \$316.67 | A-8170-452-000 | E | ST CLEANING-REPAIR/MAINT TRUC | R | 05/08/26 | 05/08/26 | 7034405766 |
| 4 | | DPW MECHANICS | | | \$316.67 | A-8560-452-000 | E | SHADE TREES-TRUCK REPAIR & M. | R | 05/08/26 | 05/08/26 | 7034405766 |
| 5 | | DPW MECHANICS | | | \$316.67 | G-8120-453-000 | E | SANITARY SEWERS-REPAIRS & MA | R | 05/08/26 | 05/08/26 | 7034405766 |
| | | | | | \$1,583.37 | | | | | | | |
| 26-01529 | 05/08/26 | ASHLA005 | | | | ASHLAND PEST CONTROL INC | | | | | | |
| 1 | | NUISSANCE WILDLIFE - BIRDS | | | \$91.00 | A-5110-475-000 | E | STREETS MAINT-UNCLASSIFIED-PE | R | 05/08/26 | 05/08/26 | 12839 |
| 26-01530 | 05/08/26 | ATLAS005 | | | | ATLAS LIFT INC. | | | | | | |
| 1 | | LIFT REPAIR FOR DPW | | | \$1,900.00 | A-1640-453-000 | E | DEPT PUBLIC WORKS - REPAIRS | R | 05/08/26 | 05/08/26 | 40926 |
| 26-01531 | 05/01/26 | BARAS005 | | | | BAR ASSOCIATION OF EC | | | | | | |
| 1 | | COURT DIRECTORY | | | \$42.00 | A-1110-200-000 | E | VILLAGE JUSTICE - EQUIPMENT, MI | R | 05/01/26 | 05/01/26 | 5/1/2026 |
| 26-01532 | 04/28/26 | BIELA005 | | | | PAULA BIELAT | | | | | | |
| 1 | | COURT STENO SVCS | | | \$125.00 | A-1110-435-000 | E | VILLAGE JUSTICE - CONTRACTUAL | R | 04/28/26 | 04/28/26 | 4/28/2026 |
| 26-01533 | 05/08/26 | CARDI005 | | | | CARDIAC LIFE PRODUCTS | | | | | | |
| 1 | | RESCUE READY KITS | | | \$79.75 | A-5010-442-000 | E | STREETS ADMINISTRATION-SAFET | R | 05/08/26 | 05/08/26 | 159192 |
| 26-01534 | 05/08/26 | ALARMO05 | | | | AMHERST ALARM | | | | | | |
| 1 | | ACCESS FOB ORDER | | | \$220.00 | A-1640-435-000 | E | DEPT PUBLIC WORKS-CONTRACTL | R | 05/08/26 | 05/08/26 | 82962008 |
| 26-01535 | 05/08/26 | CHART005 | | | | CHARTER COMMUNICATIONS | | | | | | |
| 1 | | RECEIVERS/BASIC TV DPW | | | \$46.13 | A-1640-435-000 | E | DEPT PUBLIC WORKS-CONTRACTL | R | 05/08/26 | 05/08/26 | 141774001040726 |
| 26-01536 | 05/08/26 | CJKRA005 | | | | C J KRANTZ TOPSOIL INC. | | | | | | |
| 1 | | BLACK MULCH AND TOPSOIL | | | \$420.00 | A-5110-475-000 | E | STREETS MAINT-UNCLASSIFIED-PE | R | 05/08/26 | 05/08/26 | VARIOUS |
| 2 | | BLACK MULCH AND TOPSOIL | | | \$1,632.00 | A-7110-435-000 | E | PARKS-MAINTENANCE LANDSCAP | R | 05/08/26 | 05/08/26 | VARIOUS |
| 3 | | BLACK MULCH AND TOPSOIL | | | \$1,896.00 | A-8560-475-000 | E | SHADE TREES-UNCLASSIFIED | R | 05/08/26 | 05/08/26 | VARIOUS |
| | | | | | \$3,948.00 | | | | | | | |

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

05/12/2026
10:05 AM

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 |
|--|-----------------|----------------|-----------|--------------------------------|----------|----------------|-----------|---------------|-----------------|
| 26-01537 05/08/26 COUNT010 COUNTY LINE STONE CO INC | | | | | | | | | |
| 1 COLD PATCH - VILLAGE STREETS | \$143.51 | A-5110-413-000 | E | STREETS MAINT-RESURFACING M/ | R | 05/08/26 | 05/08/26 | | 11567 |
| 26-01538 05/08/26 CSENG005 C & S ENGINEERS, INC | | | | | | | | | |
| 1 CULVERT PROJECT PROGRESS # 15 | \$25,999.05 | H-0522-400-114 | E | EXPENSES - PLUMBOTTOM CULVE | R | 05/08/26 | 05/08/26 | | 01144133-A |
| 26-01539 05/08/26 DELAG005 DELAGE LANDEN FINANCIAL SVC | | | | | | | | | |
| 1 ALL COPIERS 5/15-6/14 2026 | \$277.99 | A-5010-441-000 | E | STREETS ADMIN-COMPUTER MAIN | R | 05/08/26 | 05/08/26 | | 596948197 |
| 2 ALL COPIERS 5/15-6/14 2026 | \$303.05 | A-1325-434-000 | E | INANCE TREASURER - PROFESSIO | R | 05/08/26 | 05/08/26 | | 596948197 |
| 3 ALL COPIERS 5/15-6/14 2026 | \$96.85 | A-1110-473-000 | E | VILLAGE JUSTICE - COPIER MAINT | R | 05/08/26 | 05/08/26 | | 596948197 |
| 4 ALL COPIERS 5/15-6/14 2026 | \$99.41 | A-8090-435-000 | E | ENVIRONMENTAL - CONTRACTUAL | R | 05/08/26 | 05/08/26 | | 596948197 |
| | \$777.30 | | | | | | | | |
| 26-01540 05/08/26 DELFT005 DELFT PRINTING INC. | | | | | | | | | |
| 1 EMMA ECKERT - BUSINESS CARDS | \$70.00 | A-7520-401-000 | E | HISTORIC DISTRICT-OFFICE SUPPI | R | 05/08/26 | 05/08/26 | | 26-42206 |
| 26-01541 05/03/26 DIVAL005 DIVAL SAFETY EQUIP. INC. | | | | | | | | | |
| 1 ENG 1 & 5, 4 METER REFURBS | \$1,150.00 | A-3411-200-000 | E | EQUIPMENT | R | 05/03/26 | 05/03/26 | | 3930329 |
| 26-01542 05/08/26 ERIE015 ERIE COUNTY COMPTROLLER | | | | | | | | | |
| 1 DPW SIGN SHOP SIGNS | \$43.44 | A-5110-412-000 | E | STREETS MAINT-SIGNS | R | 05/08/26 | 05/08/26 | | 029858 |
| 26-01543 05/08/26 ERIE045 ERIE COUNTY WATER AUTHORITY | | | | | | | | | |
| 1 DPW 60649378-8 | \$18.00 | A-1640-441-000 | E | DEPT PUBLIC WORKS GARAGE-WA | R | 05/08/26 | 05/08/26 | | 3/31/26-4/30/26 |
| 26-01544 05/08/26 FERRY005 FERRY INC | | | | | | | | | |
| 1 HOSE ASSEMBLY TRUCK 42 | \$306.86 | A-5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI | R | 05/08/26 | 05/08/26 | | 83311 |
| 26-01545 05/08/26 FERRY005 FERRY INC | | | | | | | | | |
| 1 VARIOUS PARTS TKS 127 & 47 | \$143.04 | A-1640-450-000 | E | DEPT PUBLIC WORKS GRGE-BUILD | R | 05/08/26 | 05/08/26 | | 81880 |
| 2 VARIOUS PARTS TKS 127 & 47 | \$377.67 | A-5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI | R | 05/08/26 | 05/08/26 | | 81880 |
| 3 VARIOUS PARTS TKS 127 & 47 | \$529.18 | A-8160-453-000 | E | REFUSE & GARBAGE-EQUIPMENT I | R | 05/08/26 | 05/08/26 | | 81880 |
| 4 VARIOUS PARTS TKS 127 & 47 | \$126.36 | A-8540-414-000 | E | DRAINAGE-MATERIALS & PIPE | R | 05/08/26 | 05/08/26 | | 81880 |

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

05/12/2026

10:05 AM

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 |
|--|-------------------|----------------|-----------|--------------------------------|----------|----------------|-----------|---------------|--------------|
| 26-01545 05/08/26 FERRY005 FERRY INC | | | | Account Continued | | | | | |
| | \$1,176.25 | | | | | | | | |
| 26-01546 05/08/26 GMESC005 GMES COLCHESTER | | | | | | | | | |
| 1 INGROUND LIGHTING MATERIALS | \$178.68 | A-7110-435-000 | E | PARKS-MAINTENANCE LANDSCAPI | R | 05/08/26 | 05/08/26 | | S5771466.002 |
| 26-01547 05/08/26 GMESC005 GMES COLCHESTER | | | | | | | | | |
| 1 PARTS NEFH GENERATOR | \$105.64 | A-1621-453-000 | E | NORTH END F.H.-BUILD & GROUND | R | 05/08/26 | 05/08/26 | | S5780028.001 |
| 26-01548 05/08/26 GUTHR005 GUTHRIE HELI-ARC, INC. | | | | | | | | | |
| 1 REPAIR PART - SWEEPER | \$230.29 | A-8170-452-000 | E | ST CLEANING-REPAIR/MAINT TRUC | R | 05/08/26 | 05/08/26 | | 23191 |
| 26-01549 05/08/26 GUTHR005 GUTHRIE HELI-ARC, INC. | | | | | | | | | |
| 1 REPAIR PARTS - SWEEPER | \$3,547.36 | A-8170-452-000 | E | ST CLEANING-REPAIR/MAINT TRUC | R | 05/08/26 | 05/08/26 | | 23231 |
| 26-01550 05/08/26 HOMED005 HOME DEPOT CREDIT SVCS | | | | | | | | | |
| 1 PARTS&SUPPLIES APRIL 2026 | \$36.93 | A-1621-453-000 | E | NORTH END F.H.-BUILD & GROUND | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 2 PARTS&SUPPLIES APRIL 2026 | \$16.44 | A-1640-402-000 | E | DEPT PUBLIC WORKS-JANITORIAL | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 3 PARTS&SUPPLIES APRIL 2026 | \$28.06 | A-1640-450-000 | E | DEPT PUBLIC WORKS GRGE-BUILD | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 4 PARTS&SUPPLIES APRIL 2026 | \$21.87 | A-5010-402-000 | E | STREETS ADMINISTRATION-OFFICE | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 5 PARTS&SUPPLIES APRIL 2026 | \$181.57 | A-5110-419-000 | E | STREETS MAINT-TOOLS & PAINT | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 6 PARTS&SUPPLIES APRIL 2026 | \$4.23 | A-7110-414-000 | E | PARKS-MATERIALS-OTHER | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 7 PARTS&SUPPLIES APRIL 2026 | \$29.94 | A-7110-453-000 | E | PARKS-REPAIRS TO EQUIPMENT | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 8 PARTS&SUPPLIES APRIL 2026 | \$79.65 | A-8160-453-000 | E | REFUSE & GARBAGE-EQUIPMENT I | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 9 PARTS&SUPPLIES APRIL 2026 | \$31.89 | A-8540-414-000 | E | DRAINAGE-MATERIALS & PIPE | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| 10 PARTS&SUPPLIES APRIL 2026 | \$129.92 | A-8560-250-000 | E | SHADE TREES-OTHER EQUIPMENT-; | R | 05/08/26 | 05/08/26 | | APRIL2026 |
| | \$560.50 | | | | | | | | |
| 26-01551 05/08/26 INTER025 INTERNATIONAL SPRING CO. | | | | | | | | | |
| 1 UTILITY TRAILER REPAIRS | \$291.16 | A-5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI | R | 05/08/26 | 05/08/26 | | S1-61066 |
| 26-01552 05/08/26 IRISH005 IRISH PROPANE CORPORATION | | | | | | | | | |
| 1 CYNLINDER RENTAL-MARCH/APRIL26 | \$46.00 | A-5110-434-000 | E | STREETS MAINT-PAVING & RECON; | R | 05/08/26 | 05/08/26 | | 0002676390 |

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

| PO # | PO Date | Vendor | Contract | PO Type | Item Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice |
|----------|----------|--------------------------------|----------|---------|----------------------------|-------------------|----------------|-----------|-------------------------------|----------|----------------|-----------|---------------|--------------|
| 26-01574 | 05/08/26 | VERIZ015 | | | VERIZON | | | | <i>Account Continued</i> | | | | | |
| 1 | | GPS TRACKING MARCH/APRIL 2026 | | | | \$295.50 | A-5110-435-000 | E | STREETS MAINT-SERVICES MAINT | R | 05/08/26 | 05/08/26 | | 622000079314 |
| 2 | | GPS TRACKING MARCH/APRIL 2026 | | | | \$295.50 | A-5132-430-000 | E | SNOW REMOVAL-CONTRACTUAL S | R | 05/08/26 | 05/08/26 | | 622000079314 |
| 3 | | GPS TRACKING MARCH/APRIL 2026 | | | | \$295.50 | A-7110-414-000 | E | PARKS-MATERIALS-OTHER | R | 05/08/26 | 05/08/26 | | 622000079314 |
| 4 | | GPS TRACKING MARCH/APRIL 2026 | | | | \$295.50 | A-8560-476-000 | E | SHADE TREES-CONTR REMOVAL B | R | 05/08/26 | 05/08/26 | | 622000079314 |
| 5 | | GPS TRACKING MARCH/APRIL 2026 | | | | \$295.50 | G-8120-434-000 | E | SANITARY SEWERS-REPAIRS/MATE | R | 05/08/26 | 05/08/26 | | 622000079314 |
| | | | | | | \$1,477.50 | | | | | | | | |
| 26-01575 | 05/08/26 | VILLA020 | | | VILLAGE OF LANCASTER | | | | | | | | | |
| 1 | | PETTY CASH FOR COURT | | | | \$100.00 | A-210-000 | G | PETTY CASH | R | 05/08/26 | 05/08/26 | | 4/29/2026 |
| 26-01576 | 05/03/26 | WEXBA010 | | | WEX BANK | | | | | | | | | |
| 1 | | FUEL RESCUE 7 / CHIEF VEHICLES | | | | \$606.54 | A-3411-416-000 | E | FIRE DEPT-GASOLINE & OIL | R | 05/03/26 | 05/03/26 | | 112258259 |
| 26-01577 | 05/03/26 | WITME005 | | | WITMER PUBLIC SAFETY GROUP | | | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASES X 4 | | | | \$150.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 886225 |
| 2 | | REWARD PROGRAM PURCHASES X 4 | | | | \$100.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 886395 |
| 3 | | REWARD PROGRAM PURCHASES X 4 | | | | \$130.76 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 886409 |
| 4 | | REWARD PROGRAM PURCHASES X 4 | | | | \$58.69 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 886788 |
| | | | | | | \$439.45 | | | | | | | | |
| 26-01578 | 05/03/26 | WITME005 | | | WITMER PUBLIC SAFETY GROUP | | | | | | | | | |
| 1 | | REWARD PROGRAM/HYDRANT BAG | | | | \$100.00 | A-3411-260-340 | E | FIRE DEPARTMENT - ASSORTED H/ | R | 05/03/26 | 05/03/26 | | 878481 |
| 2 | | REWARD PROGRAM/HYDRANT BAG | | | | \$100.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 881592 |
| 3 | | REWARD PROGRAM/HYDRANT BAG | | | | \$175.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 881658 |
| 4 | | REWARD PROGRAM/HYDRANT BAG | | | | \$125.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 881729 |
| 5 | | REWARD PROGRAM/HYDRANT BAG | | | | \$225.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 882883 |
| 6 | | REWARD PROGRAM/HYDRANT BAG | | | | \$19.47 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 884072 |
| 7 | | REWARD PROGRAM/HYDRANT BAG | | | | \$92.10 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 884224 |
| 8 | | REWARD PROGRAM/HYDRANT BAG | | | | \$80.53 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 884260 |
| 9 | | REWARD PROGRAM/HYDRANT BAG | | | | \$118.02 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 885515 |
| 10 | | REWARD PROGRAM/HYDRANT BAG | | | | \$100.00 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 885531 |
| 11 | | REWARD PROGRAM/HYDRANT BAG | | | | \$31.98 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 885584 |
| 12 | | REWARD PROGRAM/HYDRANT BAG | | | | \$15.05 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 885960 |
| 13 | | REWARD PROGRAM/HYDRANT BAG | | | | \$42.28 | A-3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT | R | 05/03/26 | 05/03/26 | | 885969 |

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

05/12/2026

10:05 AM

| PO # | PO Date | Vendor | Contract | PO Type | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice |
|----------|----------|------------------------------|----------|---------|-------------------|-------------------------------|-----------|----------------------------------|----------|----------------|-----------|---------------|-----------------|
| 26-01578 | 05/03/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | Account Continued | | | | | |
| | | | | | \$1,224.43 | | | | | | | | |
| 26-01579 | 05/05/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASE | | | \$100.00 | A -3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT R | | 05/05/26 | 05/05/26 | | 886887 |
| 26-01580 | 05/05/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASE | | | \$100.00 | A -3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT R | | 05/05/26 | 05/05/26 | | 886914 |
| 26-01581 | 05/05/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASE | | | \$200.00 | A -3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT R | | 05/05/26 | 05/05/26 | | 886924 |
| 26-01582 | 05/05/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASE | | | \$18.02 | A -3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT R | | 05/05/26 | 05/05/26 | | 886969 |
| 26-01583 | 05/05/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASE | | | \$31.98 | A -3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT R | | 05/05/26 | 05/05/26 | | 888265 |
| 26-01584 | 05/05/26 | WITME005 | | | | WITMER PUBLIC SAFETY GROUP | | | | | | | |
| 1 | | REWARD PROGRAM PURCHASE | | | \$116.31 | A -3411-440-000 | E | FIRE DEPT-RECRUITMENT/RETENT R | | 05/05/26 | 05/05/26 | | 886995 |
| 26-01585 | 05/08/26 | WMSCH005 | | | | WM SCHUTT & ASSOCIATES, PC | | | | | | | |
| 1 | | PROF SVCS PERIOD ENDING 4/25 | | | \$4,513.00 | A -1010-435-900 | E | BOARD OF TRUSTEES - ENGINEER R | | 05/08/26 | 05/08/26 | | 35594 |
| 26-01586 | 05/08/26 | WMCOR005 | | | | WM CORPORATE SERVICES INC | | | | | | | |
| 1 | | DUMPSTER SVC LMB/DPW | | | \$657.45 | A -8160-434-000 | E | REFUSE & GARBAGE-CONTRACT S R | | 05/08/26 | 05/08/26 | | 5264089-1342-8 |
| 26-01587 | 05/08/26 | WOODC005 | | | | WOODCUTTERS HEADQUARTERS INC. | | | | | | | |
| 1 | | REPAIR PARTS GRASS CREW | | | \$575.98 | A -5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI R | | 05/08/26 | 05/08/26 | | 52478 |
| 26-01588 | 05/11/26 | CHART005 | | | | CHARTER COMMUNICATIONS | | | | | | | |
| 1 | | PHONES ALL LOCATIONS | | | \$128.69 | A -1620-439-000 | E | SHARED SERVICES - TELEPHONE R | | 05/11/26 | 05/11/26 | | 063270401050126 |
| 2 | | PHONES ALL LOCATIONS | | | \$25.72 | A -1621-439-000 | E | NORTH END FIRE HALL - TELEPHOI R | | 05/11/26 | 05/11/26 | | 063270401050126 |
| 3 | | PHONES ALL LOCATIONS | | | \$77.19 | A -1640-431-000 | E | DEPT PUBLIC WORKS - TELEPHON R | | 05/11/26 | 05/11/26 | | 063270401050126 |

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 |
|---|-----------------|-----------------|-----------|--------------------------------|----------|----------------|-----------|---------------|------------|
| 26-01588 05/11/26 CHART005 CHARTER COMMUNICATIONS | | | | Account Continued | | | | | |
| | \$231.60 | | | | | | | | |
| 26-01589 05/11/26 THOMS005 THOMSON REUTERS - WEST PAYMENT | | | | | | | | | |
| 1 APRIL 2026 | \$181.16 | A -1420-409-000 | E | LAW - LAW BOOKS | R | 05/11/26 | 05/11/26 | | 853539961 |
| 26-01590 05/11/26 VERIZ010 VERIZON WIRELESS | | | | | | | | | |
| 1 PHONES APRIL 2026 | \$65.47 | A -1010-485-000 | E | BOARD OF TRUSTEES - CELL PHON | R | 05/11/26 | 05/11/26 | | 6142436487 |
| 2 PHONES APRIL 2026 | \$31.25 | A -1325-485-000 | E | FINANCE TREASURER - CELL PHON | R | 05/11/26 | 05/11/26 | | 6142436487 |
| 3 PHONES APRIL 2026 | \$31.25 | A -1640-485-000 | E | DEPT PUBLIC WORKS GARAGE-CE | R | 05/11/26 | 05/11/26 | | 6142436487 |
| 4 PHONES APRIL 2026 | \$69.24 | A -3990-476-000 | E | DISASTER PREP-MOBILE PH & DAT | R | 05/11/26 | 05/11/26 | | 6142436487 |
| 5 PHONES APRIL 2026 | \$303.92 | A -3411-485-000 | E | FIRE DEPT - CELL PHONES / DATA | R | 05/11/26 | 05/11/26 | | 6142436487 |
| 6 PHONES APRIL 2026 | \$40.00 | A -8560-475-000 | E | SHADE TREES-UNCLASSIFIED | R | 05/11/26 | 05/11/26 | | 6142436487 |
| 7 PHONES APRIL 2026 | \$37.99 | G -8115-485-000 | E | ADMINISTRATION-CELL PHONE | R | 05/11/26 | 05/11/26 | | 6142436487 |
| | \$579.12 | | | | | | | | |

Total Purchase Orders: 67 Total P.O. Line Items: 156 Total List Amount: \$79,876.03 Total Void Amount: \$0.00

| Totals by Year-Fund Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
|---|------|--------------------|---------------|-------------------|--------------------|
| | 6-A | \$50,284.17 | \$0.00 | \$100.00 | \$50,384.17 |
| | 6-G | \$1,341.81 | \$0.00 | \$0.00 | \$1,341.81 |
| | 6-H | \$25,999.05 | \$0.00 | \$0.00 | \$25,999.05 |
| | 6-T | \$0.00 | \$0.00 | \$2,151.00 | \$2,151.00 |
| Total Of All Funds: | | \$77,625.03 | \$0.00 | \$2,251.00 | \$79,876.03 |

| Totals by Fund Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
|------------------------------------|------|--------------------|---------------|-------------------|--------------------|
| | A | \$50,284.17 | \$0.00 | \$100.00 | \$50,384.17 |
| | G | \$1,341.81 | \$0.00 | \$0.00 | \$1,341.81 |
| | H | \$25,999.05 | \$0.00 | \$0.00 | \$25,999.05 |
| | T | \$0.00 | \$0.00 | \$2,151.00 | \$2,151.00 |
| Total Of All Funds: | | \$77,625.03 | \$0.00 | \$2,251.00 | \$79,876.03 |

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 | \$50,284.17 | \$0.00 | \$0.00 | \$0.00 | \$50,284.17 |
| | 6-G | \$1,341.81 | \$0.00 | \$0.00 | \$0.00 | \$1,341.81 |
| | 6-H | \$25,999.05 | \$0.00 | \$0.00 | \$0.00 | \$25,999.05 |
| | Total Of All Funds: | \$77,625.03 | \$0.00 | \$0.00 | \$0.00 | \$77,625.03 |

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

05/06/2026

03:40 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 | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice |
|----------|----------|--------------------------|----------|---------|-------------------|-----------------|-----------|--------------------------------|----------|----------------|-----------|---------------|---------|
| 26-01523 | 05/06/26 | INDEP005 | | | | | | INDEPENDENT HEALTH | | | | | |
| 1 | | EMPLOYEE HEALTH INS 5/26 | | E | \$1,515.76 | A -9060-800-000 | | EMPLOYEE BENEFITS-HOSPITAL & R | | 05/06/26 | 05/06/26 | | 4352905 |
| 2 | | M. GISO RETROACTIVE INS | | E | \$1,515.76 | A -9060-800-000 | | EMPLOYEE BENEFITS-HOSPITAL & R | | 05/06/26 | 05/06/26 | | 4352905 |
| | | | | | \$3,031.52 | | | | | | | | |

Total Purchase Orders: 1 Total P.O. Line Items: 2 Total List Amount: \$3,031.52 Total Void Amount: \$0.00

| Totals by Year-Fund | | | | | |
|----------------------------|------|-------------------|---------------|---------------|-------------------|
| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
| | 6-A | \$3,031.52 | \$0.00 | \$0.00 | \$3,031.52 |
| Total Of All Funds: | | <u>\$3,031.52</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$3,031.52</u> |
| Totals by Fund | | | | | |
| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
| | A | \$3,031.52 | \$0.00 | \$0.00 | \$3,031.52 |
| Total Of All Funds: | | <u>\$3,031.52</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$3,031.52</u> |

Batch Id: TASC Batch Date: 05/06/26 Batch Type: Standard

| Account No. Account Description | Type | Entry Description | Amount | Tracking Id | Seq |
|---|-------------|----------------------------------|----------|-------------|-----|
| A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS | Expenditure | HRA TRANSACTIONS PAID APRIL 2026 | 7,800.31 | | 1 |
| Db: A -522-000 EXPENDITURE CONTROL | | Cr: A -200-000 CASH | | | |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| | A | 7,800.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total of All Funds: | | 7,800.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | Entries | Amount |
|-----------------|---------|----------|
| Expenditures: | 1 | 7,800.31 |
| Reimbursements: | 0 | 0.00 |
| Transfer In: | 0 | 0.00 |
| Transfer Out: | 0 | 0.00 |
| Cancel: | 0 | 0.00 |
| Encumbrance: | 0 | 0.00 |
| YTD 1099: | 0 | 0.00 |
| Total: | 1 | |

There are NO errors in this listing.

Batch Id: PAYROLL Batch Date: 05/08/26 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 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 3,582.62 | | 2 |
| A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 5,576.81 | | 4 |
| A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 2,065.77 | | 5 |
| A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 1,690.72 | | 6 |
| A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 290.25 | | 7 |
| A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 9,718.31 | | 8 |
| A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 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 5/08/2026 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 5/08/2026 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 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 7,383.33 | | 15 |
| A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 13,056.81 | | 16 |
| A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 6,474.28 | | 18 |
| A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -522-000 EXPENDITURE CONTROL | 0.00 | | 19 |
| A -7550-102-000 DPW - Overtime Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 1,313.63 | | 20 |
| A -7550-103-000 DPW - Regular Time Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 5,456.81 | | 23 |
| A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 1,132.16 | | 24 |
| A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 548.00 | | 25 |
| A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: A -200-000 CASH | 9,232.28 | | 26 |
| A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 Cr: A -522-000 EXPENDITURE CONTROL | 1,290.99- | | 28 |
| A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 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 5/08/2026 Cr: G -200-000 CASH | 3,316.12 | | 31 |
| G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/08/2026 Cr: G -200-000 CASH | 3,919.28 | | 32 |
| G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 2,941.00 | | 35 |
| A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 10.53 | | 37 |
| A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/08/2026 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 5/08/2026 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 5/08/2026 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 5/08/2026 Cr: A -200-000 CASH | 2,626.54 | | 41 |

WARNING: This account would have a negative balance: A -1620-100-000. Balance would be: 39,541.81-.

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| | A | 75,376.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | G | 7,235.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total of All Funds: | | 82,611.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | Entries | Amount |
|-----------------|---------|-----------|
| Expenditures: | 39 | 82,611.55 |
| 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: 05/08/26 Batch Type: Recurring

| Account No. Account Description | Type | Entry Description | Amount | Tracking Id | Seq |
|--|-------------|--------------------------------|----------|-------------|-----|
| A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY | Expenditure | Accrued FICA paydate 5/08/2026 | 5,874.76 | | 1 |
| Db: A -522-000 EXPENDITURE CONTROL | | Cr: A -200-000 CASH | | | |
| G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY | Expenditure | Accrued FICA paydate 5/08/2026 | 553.51 | | 2 |
| Db: G -522-000 EXPENDITURE CONTROL | | Cr: G -200-000 CASH | | | |

LANCASTER VILLAGE
Expenditure Entry Verification Listing

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| | A | 5,874.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | G | 553.51 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total of All Funds: | | 6,428.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | Entries | Amount |
|-----------------|---------|----------|
| Expenditures: | 2 | 6,428.27 |
| 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.

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

~~May 26, 2026~~ to ~~June 08, 2026~~

Motion

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

| | | |
|---|-------------------------|----------------------|
| GENERAL FUND ----- | in the amount of | \$ 215,015.02 |
| SEWER FUND ----- | in the amount of | \$ 16,867.27 |
| TRUST FUND ----- | in the amount of | \$ |
| CAPITAL FUND ----- | in the amount of | \$ 6,439.78 |
| EQUIPMENT RESERVE ----- | in the amount of | \$ |
| COMMUNITY DEVELOPMENT ----- | in the amount of | \$ |
| SPECIAL REPAIR RESERVE FUND ---- | in the amount of | \$ |

TOTAL 238,322.07

For the period from May 11, 2026 to May 25, 2026

MAYOR'S CERTIFICATION:

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

| | |
|---------------------------------------|--------------------|
| Total Claims..... | 82 |
| General Fund Ck#..... | 94295-94346 |
| Sewer Fund Ck#..... | 12408-12413 |
| Trust Fund Ck#..... | 1979-1980 |
| Capital Fund Ck#..... | |
| Community Development Fund Ck# | |

Mayor William Schroeder

Abstract Summary of Funds

Board Meeting Date: June 8, 2026

| | <u>General Fund (A)</u> | <u>Sewer Fund (G)</u> | <u>Trust Fund (T)</u> | <u>Capital Fund (H)</u> |
|---------------------------|-------------------------|-----------------------|-----------------------|-------------------------|
| Vouchers Paid by Check | | | | |
| 2025-2026 Budget | \$ 136,147.01 | \$ 10,528.47 | | \$ 6,439.78 |
| Prepays | \$ 50.00 | | | |
| Payroll Voucher 5/22/2026 | \$ 73,108.32 | \$ 5,888.34 | | |
| Fica Voucher 5/22/2026 | \$ 5,709.69 | \$ 450.46 | | |
| TOTALS | \$ 215,015.02 | \$ 16,867.27 | \$ - | \$ 6,439.78 |

TOTAL ALL FUNDS \$ 238,322.07

LANCASTER VILLAGE
Purchase Order Li By P.O. Number

05/27/2026

10:01 AM

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 |
|------------------|----------------|----------------|-----------|--------------------------------|-----------------------------------|---------------------|---------------|-----------------|
| 26-01599 | | | | ASPOSTO, CONNOR | | | | |
| 1 | \$100.00 | A-8020-434-000 | E | PLANNING COMM - 5/21/2026 | PC ME R | 05/21/26 | 05/21/26 | 5/21/26 |
| 26-01600 | | | | BUDZINSKI, JEFFREY | | | | |
| 1 | \$100.00 | A-7520-434-000 | E | HPC MEETING - 5/13/26 | HIST DIST-PROF SVC-HPC SECRET R | 05/13/26 | 05/13/26 | 5/13/26 |
| 26-01601 | | | | BUSZKA, ALEXANDER | | | | |
| 1 | \$100.00 | A-8020-434-000 | E | PLANNING COMM - 5/21/2026 | PC ME R | 05/21/26 | 05/21/26 | 5/21/26 |
| 26-01602 | | | | SHERRY CAMPBELL | | | | |
| 1 | \$100.00 | A-7520-434-000 | E | HPC MEETING - 5/13/26 | HIST DIST-PROF SVC-HPC SECRET R | 05/13/26 | 05/13/26 | 5/13/26 |
| 26-01603 | | | | CARRICK, RYAN | | | | |
| 1 | \$100.00 | A-8020-434-000 | E | PLANNING COMM - 5/21/2026 | PC ME R | 05/21/26 | 05/21/26 | 5/21/26 |
| 26-01604 | | | | CHARTER COMMUNICATIONS | | | | |
| 1 | \$46.13 | A-1640-435-000 | E | DPW RECEIVERS/BASIC TV | DEPT PUBLIC WORKS-CONTRACTL R | 05/22/26 | 05/26/26 | 141774001050726 |
| 26-01605 | | | | COFFED, STEPHEN | | | | |
| 1 | \$750.00 | A-1110-435-000 | E | BALIFF/COURT SUPPORT 1/13-5/5 | VILLAGE JUSTICE - CONTRACTUAL R | 05/08/26 | 05/08/26 | 5/18/26 |
| 26-01606 | | | | COMP ALLIANCE | | | | |
| 1 | \$2,760.83 | A-9040-800-000 | E | WORKER COMP INS 6/1/26-5/31/27 | EMPLOYEE BENEFITS-WORKMANS R | 05/22/26 | 05/22/26 | 2026-2027 |
| 26-01607 | | | | COPIER FAX BUSINESS TECHNOLOGI | | | | |
| 1 | \$1.00 | A-8090-435-000 | E | EXCESS BLK COPIER CHARGES | ENVIRONMENTAL - CONTRACTUAL R | 05/22/26 | 05/22/26 | 891057/891335 |
| 2 | \$12.45 | A-1110-473-000 | E | EXCESS BLK COPIER CHARGES | VILLAGE JUSTICE - COPIER MAINTI R | 05/22/26 | 05/22/26 | 891057/891335 |
| 3 | \$25.69 | A-1325-434-000 | E | EXCESS BLK COPIER CHARGES | INANCE TREASURER - PROFESSIO R | 05/22/26 | 05/22/26 | 891057/891335 |
| 4 | \$3.24 | A-7520-435-000 | E | EXCESS BLK COPIER CHARGES | HISTORIC DISTRICT-CONTRACTUA R | 05/22/26 | 05/22/26 | 891057/891335 |
| | \$42.38 | | | | | | | |
| 26-01608 | | | | CRICKLER MGMT GROUP LLC | | | | |
| 1 | \$1,935.52 | G-690-000 | G | REBURSEMENT OF OVERAGE ON ACC | OVERPAYMENTS R | 05/22/26 | 05/22/26 | 291-0 |

LANCASTER VILLAGE
Purchase Order Li: By P.O. Number

05/27/2026
10:01 AM

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 |
|---|-----------------|----------------|-----------|-----------------------------------|----------|---------------------|---------------|-------------|
| 26-01609 05/22/26 EATON005 EATON OFFICE SUPPLY | | | | | | | | |
| 1 TISSUES CTO, ENV-PLNG, CERT H. | \$15.99 | A-1325-401-000 | E | FINANCE TREASURER - OFFICE SU R | | 05/22/26 | 05/22/26 | PINV1345705 |
| 2 TISSUES CTO, ENV-PLNG, CERT H. | \$37.65 | A-1210-401-000 | E | EXECUTIVE MAYOR - OFFICE SUPP R | | 05/22/26 | 05/22/26 | PINV1345705 |
| 3 TISSUES CTO, ENV-PLNG, CERT H. | \$26.99 | A-8020-401-000 | E | PLANNING-OFFICE SUPPLIES R | | 05/22/26 | 05/22/26 | PINV1345705 |
| | \$80.63 | | | | | | | |
| 26-01610 05/05/26 EATON005 EATON OFFICE SUPPLY | | | | | | | | |
| 1 SUPPLIES, PAPER,PENS,BINDERS | \$57.48 | A-1110-401-000 | E | VILLAGE JUSTICE - OFFICE SUPPLI R | | 05/05/26 | 05/05/26 | PINV1343413 |
| 26-01611 05/22/26 EATON005 EATON OFFICE SUPPLY | | | | | | | | |
| 1 HOLDER CERTIFICATES FOR MAYOR | \$25.10 | A-1210-401-000 | E | EXECUTIVE MAYOR - OFFICE SUPP R | | 05/22/26 | 05/22/26 | PINV1346334 |
| 26-01612 05/13/26 ECKER005 EMMA ECKERT | | | | | | | | |
| 1 SECRETARY DUTIES/MEMBER | \$295.00 | A-7520-434-000 | E | HIST DIST-PROF SVC-HPC SECRET R | | 05/13/26 | 05/13/26 | 5/13/26 |
| 26-01613 05/22/26 ERIEC015 ERIE COUNTY COMPTROLLER | | | | | | | | |
| 1 SIGN SHOP - LMB PARKING LOT | \$105.94 | A-5110-412-000 | E | STREETS MAINT-SIGNS R | | 05/22/26 | 05/22/26 | 029900 |
| 26-01614 05/08/26 ERIEC040 ERIE COUNTY MAGISTRATES ASSOC | | | | | | | | |
| 1 HADSALL MEMBERSHIP DUES | \$50.00 | A-1110-432-000 | E | VILLAGE JUSTICE - DUES & SUBSC R | | 05/08/26 | 05/08/26 | 2026 |
| 26-01615 05/21/26 ERIEC070 ERIE CO TOWN&VILLAGE COURT CLE | | | | | | | | |
| 1 A MOORE MEMBERSHIP DUES 2026 | \$30.00 | A-1110-432-000 | E | VILLAGE JUSTICE - DUES & SUBSC R | | 05/21/26 | 05/21/26 | 2026 |
| 26-01616 05/08/26 ERIEC070 ERIE CO TOWN&VILLAGE COURT CLE | | | | | | | | |
| 1 M GISO - 2026 MEMBERSHIP DUES | \$30.00 | A-1110-432-000 | E | VILLAGE JUSTICE - DUES & SUBSC R | | 05/08/26 | 05/08/26 | 2026 |
| 26-01617 05/22/26 ERIEC045 ERIE COUNTY WATER AUTHORITY | | | | | | | | |
| 1 LMB FF PARK & NEFH | \$116.88 | A-1620-441-000 | E | SHARED SERVICES - WATER R | | 05/22/26 | 05/22/26 | 2790340-4 |
| 2 LMB FF PARK & NEFH | \$83.46 | A-7110-441-000 | E | PARKS-WATER R | | 05/22/26 | 05/22/26 | 60685629-5 |
| 3 LMB FF PARK & NEFH | \$83.46 | A-1621-441-000 | E | NORTH END FIRE HALL - WATER R | | 05/22/26 | 05/22/26 | 28063600-5 |
| | \$283.80 | | | | | | | |

PO # PO Date Vendor

Contract PO Type

| Item Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Date | Revd Date | Chk/Void Date | Invoice |
|---|------------|-----------------|-----------|-----------------------------------|----------|----------------|-----------|---------------|-----------------|
| 26-01618 05/22/26 FINGE005 FINGER LAKES / CASTLE | \$320.00 | A -5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI R | | 05/22/26 | 05/22/26 | | 93307 |
| 26-01619 05/21/26 FIRES005 FIRE SAFETY SYSTEMS | \$1,200.00 | A -1621-437-000 | E | NORTH END FIRE HALL-FIRE ALAR | | 05/21/26 | 05/21/26 | | 26-80410 |
| 26-01620 05/21/26 GAJEW010 GAJEWSKI, STEVEN | \$100.00 | A -8020-434-000 | E | PLANNING-PROF SERVICES PC ME R | | 05/21/26 | 05/21/26 | | 5/21/26 |
| 26-01621 05/22/26 GMESC005 GMES COLCHESTER | \$1,061.66 | A -1621-453-000 | E | NORTH END F.H.-BUILD & GROUND R | | 05/22/26 | 05/22/26 | | 18 CLARK ST. CO |
| 26-01622 05/22/26 GROSS005 GROSSO, JAMES | \$25.00 | A -2089-099-000 | R | CULTURE & RECREATION - OTHER R | | 05/22/26 | 05/22/26 | | 4377027 |
| 26-01623 05/20/26 INDEP005 INDEPENDENT HEALTH | \$1,515.76 | A -9060-800-000 | E | EMPLOYEE BENEFITS-HOSPITAL & R | | 05/20/26 | 05/20/26 | | 6993424 |
| 26-01624 05/22/26 JOEBA005 JOE BASIL CHEVROLET INC. | \$247.50 | A -3411-456-000 | E | FIRE DEPT-REPAIRS & MAINT BY DI R | | 05/22/26 | 05/22/26 | | 694117X1 |
| 26-01625 05/22/26 JOEBA005 JOE BASIL CHEVROLET INC. | \$64.75 | A -5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI R | | 05/22/26 | 05/22/26 | | 694117 |
| 26-01626 05/22/26 JOEBA005 JOE BASIL CHEVROLET INC. | \$179.75 | A -5110-452-000 | E | STREETS MAINT-REPAIRS/MAINT:TI R | | 05/22/26 | 05/22/26 | | 5/13/26 |
| 26-01627 05/13/26 KACAL005 KACALA, JEANINE | \$100.00 | A -7520-434-000 | E | HIST DIST-PROF SVC-HPC SECRET R | | 05/13/26 | 05/13/26 | | 2604-26 |
| 26-01628 05/22/26 KANDE005 KANDEY COMPANY, INC | \$3,420.00 | G -8120-435-000 | E | SANITARY SEWERS-CONTRACTUAL R | | 05/22/26 | 05/22/26 | | |

LANCASTER VILLAGE
Purchase Order LI. By P.O. Number

05/27/2026

10:01 AM

PO # Vendor PO Date PO Type

| Item Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoice |
|---|-------------------|----------------|-----------|----------------------------------|----------|----------------|-----------|----------------|---------|
| 26-01637 05/22/26 NATIO015 NATIONAL FUEL | | | | Account Continued | | | | | |
| 1 NEFH 3277332 03 | \$122.46 | A-1621-438-000 | E | NORTH END FIRE HALL - ELECTRIC R | R | 05/22/26 | 05/22/26 | 4/8/26-5/11/26 | |
| 26-01638 05/22/26 NATIO015 NATIONAL FUEL | | | | | | | | | |
| 1 DPW 3277341 02 | \$835.76 | A-1640-440-000 | E | DEPT PUBLIC WORKS GARAGE-GA R | R | 05/22/26 | 05/22/26 | 4/8/26-5/11/26 | |
| 26-01639 05/08/26 NYSAS005 NYSAMCC, INC | | | | | | | | | |
| 1 M GISO MEMBERSHIP 2026 | \$60.00 | A-1110-432-000 | E | VILLAGE JUSTICE - DUES & SUBSC R | R | 05/08/26 | 05/08/26 | 2026 | |
| 26-01640 05/21/26 NYSAS005 NYSAMCC, INC | | | | | | | | | |
| 1 A MOORE MEMBERSHIP 2026 | \$60.00 | A-1110-432-000 | E | VILLAGE JUSTICE - DUES & SUBSC R | R | 05/21/26 | 05/21/26 | 2026 | |
| 26-01641 05/08/26 NYSMA005 NYS MAGISTRATES ASSOCIATION | | | | | | | | | |
| 1 HADSALL 2026 MEMBERSHIP | \$145.00 | A-1110-432-000 | E | VILLAGE JUSTICE - DUES & SUBSC R | R | 05/08/26 | 05/08/26 | 2026 | |
| 26-01642 05/27/26 NYSMU005 NYS MUNIC WORKER COMP ALLIANCE | | | | | | | | | |
| 1 6/1/26-5/31/27 1ST INSTALLMENT | \$64,233.00 | A-9040-800-000 | E | EMPLOYEE BENEFITS-WORKMANS R | R | 05/27/26 | 05/27/26 | 1ST INSTALL | |
| 26-01643 05/22/26 NEWEN005 NEW ENTERPRISE STONE & LIME CO | | | | | | | | | |
| 1 ASPHALT | \$1,466.66 | A-5110-434-000 | E | STREETS MAINT-PAVING & RECON; R | R | 05/22/26 | 05/22/26 | VARIOUS | |
| 26-01644 05/22/26 NOCOE005 NOCO ENERGY CORP- FUELS | | | | | | | | | |
| 1 DIESEL FUEL | \$478.98 | A-5110-416-000 | E | STREETS MAINT-GASOLINE & OIL R | R | 05/22/26 | 05/22/26 | SP13306780 | |
| 2 DIESEL FUEL | \$277.63 | A-7110-416-000 | E | PARKS-GAS & OIL R | R | 05/22/26 | 05/22/26 | SP13306780 | |
| 3 DIESEL FUEL | \$210.36 | A-8170-416-000 | E | STREET CLEANING-GASOLINE & OI R | R | 05/22/26 | 05/22/26 | SP13306780 | |
| 4 DIESEL FUEL | \$158.78 | A-8560-416-000 | E | SHADE TREES-GASOLINE & OIL R | R | 05/22/26 | 05/22/26 | SP13306780 | |
| 5 DIESEL FUEL | \$194.36 | G-8120-416-000 | E | SANITARY SEWERS-FUEL & LUBE R | R | 05/22/26 | 05/22/26 | SP13306780 | |
| | \$1,320.11 | | | | | | | | |
| 26-01645 05/22/26 NOCOE005 NOCO ENERGY CORP- FUELS | | | | | | | | | |
| 1 UNLEADED FUEL | \$367.98 | A-5110-416-000 | E | STREETS MAINT-GASOLINE & OIL R | R | 05/22/26 | 05/22/26 | SP13308660 | |
| 2 UNLEADED FUEL | \$107.63 | A-3411-416-000 | E | FIRE DEPT-GASOLINE & OIL R | R | 05/22/26 | 05/22/26 | SP13308660 | |
| 3 UNLEADED FUEL | \$158.96 | A-7110-416-000 | E | PARKS-GAS & OIL R | R | 05/22/26 | 05/22/26 | SP13308660 | |
| 4 UNLEADED FUEL | \$159.63 | A-8170-416-000 | E | STREET CLEANING-GASOLINE & OI R | R | 05/22/26 | 05/22/26 | SP13308660 | |

LANCASTER VILLAGE

Purchase Order Li: By P.O. Number

05/27/2026

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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 |
|--|-------------------|-----------------|-----------|---------------------------------|----------|----------------|-----------|---------------|---------------|
| 26-01645 05/22/26 NOCOE005 NOCO ENERGY CORP- FUELS | | | | <i>Account Continued</i> | | | | | |
| 5 UNLEADED FUEL | \$201.54 | A -8560-416-000 | E | SHADE TREES-GASOLINE & OIL | R | 05/22/26 | 05/22/26 | | SP1330860 |
| 6 UNLEADED FUEL | \$56.81 | G -8120-416-000 | E | SANITARY SEWERS-FUEL & LUBE | R | 05/22/26 | 05/22/26 | | SP1330860 |
| | \$1,052.55 | | | | | | | | |
| 26-01646 05/22/26 NOCOE005 NOCO ENERGY CORP- FUELS | | | | | | | | | |
| 1 BULK FUEL | \$111.59 | A -3411-416-000 | E | FIRE DEPT-GASOLINE & OIL | R | 05/22/26 | 05/22/26 | | SP13308831 |
| 2 BULK FUEL | \$399.67 | A -5110-416-000 | E | STREETS MAINT-GASOLINE & OIL | R | 05/22/26 | 05/22/26 | | SP13308831 |
| 3 BULK FUEL | \$287.66 | A -8160-416-000 | E | REFUSE & GARBAGE-GASOLINE & OIL | R | 05/22/26 | 05/22/26 | | SP13308831 |
| 4 BULK FUEL | \$157.76 | A -8170-416-000 | E | STREET CLEANING-GASOLINE & OIL | R | 05/22/26 | 05/22/26 | | SP13308831 |
| 5 BULK FUEL | \$224.45 | A -8560-416-000 | E | SHADE TREES-GASOLINE & OIL | R | 05/22/26 | 05/22/26 | | SP13308831 |
| 6 BULK FUEL | \$106.06 | G -8120-416-000 | E | SANITARY SEWERS-FUEL & LUBE | R | 05/22/26 | 05/22/26 | | SP13308831 |
| | \$1,287.19 | | | | | | | | |
| 26-01647 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 CENTRAL/BRADY 1001-1749-818 | \$42.90 | A -5182-438-000 | E | STREET LIGHTING-HWY LIGHTING- | R | 05/22/26 | 05/22/26 | | 4/11-5/11 |
| 26-01648 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 16 W MAIN ST 1004-7932-537 | \$42.60 | A -8510-438-000 | E | BEAUTIFICATION - CBD TREES / RE | R | 05/22/26 | 05/22/26 | | 4/2-5/1 |
| 26-01649 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 ST LTG 1007-362-707 | \$3,170.69 | A -5182-438-000 | E | STREET LIGHTING-HWY LIGHTING- | R | 05/22/26 | 05/22/26 | | APRIL 2026 |
| 26-01650 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 LMB ACCT 1001-0038-676 | \$1,028.14 | A -1620-440-000 | E | SHARED SERVICES - GAS | R | 05/22/26 | 05/22/26 | | 4/2/26-5/1/26 |
| 26-01651 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 CENTRAL/PLEASANT 1009-3026-648 | \$344.72 | A -5182-438-000 | E | STREET LIGHTING-HWY LIGHTING- | R | 05/22/26 | 05/22/26 | | 4/3-5/4 2026 |
| 26-01652 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 DPW 1001-011-952 | \$1,137.01 | A -1640-439-000 | E | DEPT PUBLIC WORKS - ELECTRIC | R | 05/22/26 | 05/22/26 | | 4/7/26-5/5/26 |
| 26-01653 05/22/26 N0000015 NY SEG | | | | | | | | | |
| 1 NEFH 1001-0038-361 | \$198.18 | A -1621-440-000 | E | NORTH END FIRE HALL - GAS | R | 05/22/26 | 05/22/26 | | 4/2/26-6/1/26 |

LANCASTER VILLAGE
Purchase Order Li By P.O. Number

05/27/2026
10:01 AM

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 |
|---|-----------------|----------------|-----------|-------------------------------|----------|---------------------|---------------|---------------|
| 26-01654 05/22/26 N0000015 NY SEG | | | | | | | | |
| 1 MONUMENT LTG 1003-8596-887 | \$26.57 | A-7110-438-000 | E | PARKS-ELECTRIC | R | 05/22/26 05/22/26 | | 1003-8596-867 |
| 26-01655 05/22/26 N0000015 NY SEG | | | | | | | | |
| 1 34 CENTRAL AVE 1001-7803-635 | \$69.05 | A-7550-400-000 | E | CELEBRATIONS-CONTRACTUAL EX | R | 05/22/26 05/22/26 | | 4/3/26-5/4/26 |
| 26-01656 05/22/26 N0000015 NY SEG | | | | | | | | |
| 1 CENTRAL/WMAIN 1001-7804-799 | \$29.91 | A-7550-400-000 | E | CELEBRATIONS-CONTRACTUAL EX | R | 05/22/26 05/22/26 | | 4/3/26-5/4/26 |
| 26-01657 05/22/26 N0000015 NY SEG | | | | | | | | |
| 1 5 AURORA ST 1001-7804-781 | \$152.35 | A-5182-438-000 | E | STREET LIGHTING-HWY LIGHTING- | R | 05/22/26 05/22/26 | | 4/3/26-5/4/26 |
| 26-01658 05/22/26 PARIS005 PARISE MECHANICAL, INC | | | | | | | | |
| 1 NEFH WATER LEAKING INTO PANEL | \$185.00 | A-1621-453-000 | E | NORTH END F.H.-BUILD & GROUND | R | 05/22/26 05/22/26 | | S26-238 |
| 26-01659 05/22/26 PFALZ005 PFALZER TOOLS LLC | | | | | | | | |
| 1 AIR HAMMER REPAIR | \$155.00 | A-1640-453-000 | E | DEPT PUBLIC WORKS - REPAIRS | R | 05/22/26 05/22/26 | | 02202629998 |
| 26-01660 05/22/26 PITNE025 PITNEY BOWES RESERVE ACCOUNT | | | | | | | | |
| 1 REFILL ON POSTAGE METER | \$3,000.00 | A-1325-436-000 | E | FINANCE TREASURER - POSTAGE | R | 05/22/26 05/22/26 | | 5/15/26 |
| 26-01661 05/22/26 PRIMO005 PRIMO BRANDS | | | | | | | | |
| 1 WATER RENTAL | \$58.96 | A-1325-401-000 | E | FINANCE TREASURER - OFFICE SU | R | 05/22/26 05/22/26 | | 8740027497 |
| 2 WATER RENTAL | \$14.99 | A-1620-435-000 | E | SHARED SERVICES - CONTRACTU | R | 05/22/26 05/22/26 | | 8740027497 |
| 3 WATER RENTAL | \$204.36 | A-1640-435-000 | E | DEPT PUBLIC WORKS-CONTRACTL | R | 05/22/26 05/22/26 | | 8740027497 |
| | \$278.31 | | | | | | | |
| 26-01662 05/21/26 REINH005 REINHOLD, MICHAEL | | | | | | | | |
| 1 PLANNING COMMISSION - CHAIR | \$125.00 | A-8020-434-000 | E | PLANNING-PROF SERVICES PC ME | R | 05/21/26 05/21/26 | | 5/21/26 |
| 26-01663 05/22/26 RIZZO005 RIZZO, DYLAN | | | | | | | | |
| 1 HPC REIMBURSEMENT 18 CHURCH | \$25.00 | A-2089-099-000 | R | CULTURE & RECREATION - OTHER | R | 05/22/26 05/22/26 | | 5/11/2026 |

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 |
|---|--------------------|-----------------|-----------|----------------------------------|----------|----------------|-----------|---------------|-------------|
| 26-01664 05/22/26 SELECO05 SELECTIVE INSURANCE | | | | | | | | | |
| 1 BONDS POLICY 26-27 | \$448.00 | A -1910-400-000 | E | SPECIAL ITEMS-UNALLOCATED INS R | | 05/22/26 | 05/22/26 | | 736-428-654 |
| 26-01665 05/22/26 BEEGR005 SMG-BATAVIA, LLC | | | | | | | | | |
| 1 ZBA NOTICES X 3 | \$353.71 | A -8010-430-000 | E | ZONING-PRINTING & ADVERTISING R | | 05/22/26 | 05/22/26 | | VARIOUS |
| 26-01666 05/13/26 STONE010 STONEBRAKER, NANCY | | | | | | | | | |
| 1 HPC MEETING 5/13/2026 | \$100.00 | A -7520-434-000 | E | HIST DIST-PROF SVC-HPC-SECRET R | | 05/13/26 | 05/13/26 | | 5/13/26 |
| 26-01667 05/22/26 UDIGN005 UDIG-NY | | | | | | | | | |
| 1 LATE + RESPONSES | \$12.00 | G -8120-435-000 | E | SANITARY SEWERS-CONTRACTUAL R | | 05/22/26 | 05/22/26 | | 26030938 |
| 26-01668 05/22/26 WATTS005 WATTS ARCHITECTURE & ENGINEERS | | | | | | | | | |
| 1 4/13-4/14 PROF SVCS LANC SEWR | \$2,398.58 | G -8120-435-000 | E | SANITARY SEWERS-CONTRACTUAL R | | 05/22/26 | 05/22/26 | | 46782 |
| 26-01669 05/22/26 WATTS005 WATTS ARCHITECTURE & ENGINEERS | | | | | | | | | |
| 1 3/16-5/10 PROF SVCS PLSNT AVE | \$3,025.00 | H -0522-400-116 | E | EXPENSES - PLEASANT AVE SEWE R | | 05/22/26 | 05/22/26 | | 46785 |
| 26-01670 05/27/26 HIGHM005 HIGHMARK BCBSWNY | | | | | | | | | |
| 1 EMPLOYEE HEALTH INS JUNE 2026 | \$26,460.86 | A -9060-800-000 | E | EMPLOYEE BENEFITS-HOSPITAL & R | | 05/27/26 | 05/27/26 | | JUNE 2026 |
| 2 EMPLOYEE HEALTH INS JUNE 2026 | \$2,405.14 | G -9060-800-000 | E | EMPLOYEE BENEFIT-HOSPITAL & M R | | 05/27/26 | 05/27/26 | | JUNE 2026 |
| | \$28,866.00 | | | | | | | | |
| 26-01671 05/27/26 CHART020 CHARTER COMMUNICATION | | | | | | | | | |
| 1 INTERNET AND VOICE ALL LOC. | \$593.18 | A -1325-474-000 | E | FINANCE TREASURER - WEB SITE I R | | 05/27/26 | 05/27/26 | | VARIOUS |

Total Purchase Orders: 79 Total P.O. Line Items: 113 Total List Amount: \$153,115.26 Total Void Amount: \$0.00

| Totals by Year-Fund | | | | | |
|----------------------------|------|---------------------|----------------|-------------------|---------------------|
| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
| | 6-A | \$136,097.01 | \$50.00 | \$0.00 | \$136,147.01 |
| | 6-G | \$8,592.95 | \$0.00 | \$1,935.52 | \$10,528.47 |
| | 6-H | \$6,439.78 | \$0.00 | \$0.00 | \$6,439.78 |
| Total Of All Funds: | | \$151,129.74 | \$50.00 | \$1,935.52 | \$153,115.26 |

| Totals by Fund | | | | | |
|----------------------------|------|---------------------|----------------|-------------------|---------------------|
| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
| | A | \$136,097.01 | \$50.00 | \$0.00 | \$136,147.01 |
| | G | \$8,592.95 | \$0.00 | \$1,935.52 | \$10,528.47 |
| | H | \$6,439.78 | \$0.00 | \$0.00 | \$6,439.78 |
| Total Of All Funds: | | \$151,129.74 | \$50.00 | \$1,935.52 | \$153,115.26 |

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

| Item Description | Amount | Charge Account | Acct Type | Description | Stat/Chk | First Enc Rcvd Date | Chk/Void Date | Invoice |
|------------------------|---------|----------------|-----------|---------------------------------|----------|---------------------|---------------|-------------|
| 26-01592 | | | | VILLAGE OFFICIALS ASSOCIATION | | | | |
| 1 MAY MEETING - OBRIEN | \$50.00 | A-1010-470-000 | E | BOARD OF TRUSTEES - EXPENSE / R | | 05/19/26 | 05/19/26 | MAY MEETING |

Total Purchase Orders: 1 **Total P.O. Line Items:** 1 **Total List Amount:** \$50.00 **Total Void Amount:** \$0.00

| Totals by Year-Fund | | | | | |
|----------------------------|-------------|---------------------|----------------------|------------------|--------------|
| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
| | 6-A | \$50.00 | \$0.00 | \$0.00 | \$50.00 |
| Total Of All Funds: | | \$50.00 | \$0.00 | \$0.00 | \$50.00 |
| Totals by Fund | | | | | |
| Fund Description | Fund | Expend Total | Revenue Total | G/L Total | Total |
| | A | \$50.00 | \$0.00 | \$0.00 | \$50.00 |
| Total Of All Funds: | | \$50.00 | \$0.00 | \$0.00 | \$50.00 |

Batch Id: PAYROLL Batch Date: 05/22/26 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 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 3,559.32 | | 2 |
| A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 5,286.91 | | 4 |
| A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 2,065.77 | | 5 |
| A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 920.45 | | 6 |
| A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 1,054.73 | | 7 |
| A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 11,725.67 | | 8 |
| A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 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 5/22/2026 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 5/22/2026 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 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 7,308.84 | | 15 |
| A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 15,713.55 | | 16 |
| A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 2,783.86 | | 18 |
| A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 588.01 | | 19 |
| A -7550-102-000 DPW - Overtime b: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 1,034.88 | | 20 |
| A -7550-103-000 DPW - Regular Time Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 5,137.32 | | 23 |
| A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 1,698.24 | | 24 |
| A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 3,843.91 | | 25 |
| A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 2,870.43 | | 26 |
| A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 Cr: A -522-000 EXPENDITURE CONTROL | 1,273.95- | | 28 |
| A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 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 5/22/2026 Cr: G -200-000 CASH | 3,025.20 | | 31 |
| G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: G -200-000 CASH | 2,863.14 | | 32 |
| G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 2,575.50 | | 35 |
| A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 Cr: A -200-000 CASH | 21.05 | | 37 |
| A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH | Expenditure | Payroll charges for paydate 5/22/2026 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 5/22/2026 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 5/22/2026 Cr: A -522-000 EXPENDITURE CONTROL | 0.00 | | 40 |
| -8090-100-000 ENVIRONMENTAL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL | Expenditure | Payroll charges for paydate 5/22/2026 Cr: A -200-000 CASH | 2,626.54 | | 41 |

WARNING: This account would have a negative balance: A -1210-100-000. Balance would be: 1.18-.

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| | A | 73,108.32 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | G | 5,888.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total of All Funds: | | 78,996.66 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | Entries | Amount |
|-----------------|---------|-----------|
| Expenditures: | 39 | 78,996.66 |
| 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.

tch Id: FICA Batch Date: 05/22/26 Batch Type: Recurring

| Account No. Account Description | Type | Entry Description | Amount | Tracking Id | Seq |
|--|-------------|--------------------------------|----------|-------------|-----|
| A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY | Expenditure | Accrued FICA paydate 5/22/2026 | 5,709.69 | | 1 |
| Db: A -522-000 EXPENDITURE CONTROL | | Cr: A -200-000 CASH | | | |
| G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY | Expenditure | Accrued FICA paydate 5/22/2026 | 450.46 | | 2 |
| Db: G -522-000 EXPENDITURE CONTROL | | Cr: G -200-000 CASH | | | |

| Fund Description | Fund | Expenditures | Reimbursements | Transfer In | Transfer Out | Cancel | Encumbrances |
|---------------------|------|--------------|----------------|-------------|--------------|--------|--------------|
| | A | 5,709.69 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | G | 450.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total of All Funds: | | 6,160.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | Entries | Amount |
|-----------------|---------|----------|
| Expenditures: | 2 | 6,160.15 |
| 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

June 8, 2026

| | 1 st Motion | 2 nd Motion | |
|----|---------------------------|-------------------------------|---|
| 1. | _____ | _____ | Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, open complaints, inspections, and expired permits that were filed for properties within the Village of Lancaster from May 6, 2026 – May 29, 2026. |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 2. | _____ | _____ | Correspondence from Elizabeth Reilly-Meehan providing her resignation as a member of the Planning Commission due to personal reasons effective as of April 28, 2026. |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 3. | _____ | _____ | Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending the appointment of Cory Adamczak as a full member of the Commission to replace the vacant seat due to the resignation of Ms. Reilly-Meehan. |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 4. | _____ | _____ | Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the site plan for the Glassco Management EV Chargers Project at 11 West Main Street following review by the Commission at its <u>May 21, 2026 meeting</u> . |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 5. | _____ | _____ | Correspondence from Erie County Department of Environment and Planning providing notice that the 2003 Local Cooperation Agreement relative to the Erie County Development Block Grant Consortium will be renewed for an additional three (3) years (2027 through 2029) unless the Village of Lancaster provides a written notification indicating its desire to terminate the Agreement by close of business on July 7, 2026. |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 6. | _____ | _____ | Correspondence from Lancaster Depew Elma Chamber of Commerce providing a Special Events Application for a Farmer's Market event to be held on Saturdays from 6/13/2026 to 10/10/2026 and requesting a waiver of the 60-day advance notice deadline for submission as required per the Village Code. |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 7. | _____ | _____ | Correspondence from Trustee Malone Schaefer providing a Special Events Application for the Lancaster Legendary Rides Car Show to be held on June 14, 2026. |
| | <i>ACTION -</i> | <i>Rec/File Refer to:</i> | |
| 8. | _____ | _____ | Correspondence from Trustee Malone Schaefer providing Special Events Applications for the following events related to the Independence Days Celebration: <ul style="list-style-type: none"> - Parade - Carnival - Fireworks |

LISTED CORRESPONDENCE

June 8, 2026

| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
|-----|-----------------|-------------------------------------|--|
| 9. | _____ | _____ | <p>Correspondence from Lancaster Depew Boys & Girls Club providing Special Events Applications for the following events to be held during the Independence Days Celebration:</p> <ul style="list-style-type: none"> - Bob Giza Memorial Race - Beer Tent and Entertainment |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
| 10. | _____ | _____ | <p>Correspondence from Lancaster Village Merchants Association providing a Special Events Application for the 5th Annual Lancaster Renaissance Street Faire to be held on Saturday, August 8, 2026.</p> |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
| 11. | _____ | _____ | <p>Correspondence from Fire Chief Eric Feldmann requesting approval to purchase four (4) new ZOLL AEDs at a cost of \$7,128.00 from Cardiac Life Products to replace existing AEDs on the fire trucks.</p> |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
| 12. | _____ | _____ | |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
| 13. | _____ | _____ | |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
| 14. | _____ | _____ | |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |
| 15. | _____ | _____ | |
| | <i>ACTION -</i> | <i>Rec/File</i> <i>Refer to:</i> | |

REGISTERED # 1
CORRESPONDENCE
MEETING DATE 6/8/2026

VILLAGE COVER SHEET

May 18, 2026 BOARD MEETING

PERMITS ISSUED 17

VILLAGE PERMIT TOTAL

| | |
|--------------------------------------|-----------|
| INSTALL ROOF | 5 |
| ERECT SHED | 2 |
| INSTALL FENCE | 5 |
| INSTALL SIGN | 2 |
| INSTALL GENERATOR | 1 |
| ERECT RESIDEMTIAL ALT/ADD | 1 |
| ERECT COMMERCIAL ADD/ALT | 1 |
| TOTAL PERMITS FOR THE VILLAGE | 17 |

Expired Permits Report

05/06/2026 - 05/14/2026

| Permit # | Location | Description of Work | Permit Date | Exp. Date |
|--------------|----------------|--|-------------|------------|
| P-2025-38034 | 77 6th Ave | Roof- Complete tear off and replacement as per contract | 05/08/2025 | 05/08/2026 |
| P-2025-38046 | 19 Benson Dr | complete tear off and install new shingles with 6' ice shield as per contract | 05/09/2025 | 05/09/2026 |
| P-2025-38049 | 15 Franklin St | Roof- Complete tear off and replacement as per contract | 05/09/2025 | 05/09/2026 |
| P-2025-38062 | 16 Ashley Dr | Renovation of an existing single family residence with front porch replacement as shown on scope and drawings. | 05/13/2025 | 05/13/2026 |
| P-2025-38064 | 23 Pearl St | code 7901 for lock box Level 1 Alteration of an existing bathromm as described in work scope. | 05/13/2025 | 05/13/2026 |

Total Expired Permits: 5

Complaint By Date

| Complaint # | Location | Identifier | Complaint Type | Status | Owner | Complainant |
|----------------------------|-----------------|---------------|---------------------------|--------|---------------------------------------|---------------|
| <i>Open Date: 05/11/26</i> | | | | | | |
| 2026-0288 | 138 Central Ave | 104.15-12-24 | Drainage | Open | David Hawrysiak | |
| | | | | | Open Date: 05/11/26 Total #: 1 | |
| <i>Open Date: 05/12/26</i> | | | | | | |
| 2026-0289 | 60 Central Ave | 104.74-4-2.11 | High Grass/Weeds | Open | 2468 Group Inc | |
| | | | | | Open Date: 05/12/26 Total #: 1 | |
| <i>Open Date: 05/13/26</i> | | | | | | |
| 2026-0293 | 18 Camner Ave | 115.11-17-12 | Vacant/Abandoned Property | Open | Elizabeth Kerl | Kristine Gurz |
| | | | | | Open Date: 05/13/26 Total #: 1 | |
| | | | | | Grand Total: 3 | |

Inspections Report

Start Date: 05/06/2026 End Date: 05/14/2026

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

| Identifier | Address | Primary Contact | Date | Type | Inspector | Result |
|------------|------------------|--------------------------------|------------|------------|----------------|--------|
| 104.82-4-9 | 5423 Broadway St | Aloha Lemonade 716-341-1872 | 05/14/2026 | Food Truck | Matt Fischione | Pass |

Total Inspections: 1

VILLAGE COVER SHEET

JUNE 8, 2026 BOARD MEETING

PERMITS ISSUED 14

VILLAGE PERMIT TOTAL

| | |
|--------------------------------------|-----------|
| INSTALL ROOF | 2 |
| ERECT SHED | 4 |
| INSTALL FENCE | 4 |
| ERECT RESIDENTIAL ALT/ADD | 1 |
| ERECT PORCH | 1 |
| INSTALL RESIDENTIAL PLUMBING | 2 |
| TOTAL PERMITS FOR THE VILLAGE | 14 |

| | | |
|-------------------------|----------------------|---------------|
| Connor William Blizzar | 46 Benson Dr. | Er. Porch |
| John Szalansy | 5 Division St. | Er. Res. Alt. |
| Roy's Plumbing Inc. | 111 Southwest Pkwy. | Res. Plumbing |
| Robert Campbell | 8 Ellicott Pl. | Re-Roof |
| Dylan Deuser | 28 Brady Ave. | Er. Fence |
| Neil Connelly | 2255 Como Park Blvd. | Er. Shed |
| Franks Basement Systems | 306 Aurora St. | Res. Plumbing |
| Star Construction Shed | 49 Gordon Ave. | Er. Shed |
| William Nasca | 13 Southwest Pkwy. | Er. Fence |
| Iroquois Fence | 147 Vandenberg | Er. Fence |
| Star Construction Shed | 68 Kelly Ct. | Er. Shed |
| John Lane | 252 Central Ave. | Er. Shed |
| Buffalo's Best Roofing | 12 Banner Ave. | Re-Roof |
| Catherine Baldassi | 37 Edgewood Rd. | Er. Fence |

Expired Permits Report

05/15/2026 - 05/31/2026

| Permit # | Location | Description of Work | Permit Date | Exp. Date |
|--------------|-----------------|---|-------------|------------|
| P-2025-38118 | 111 Aurora St | Level 2 Alteration of an existing residential structure, conversion to a single family residence as shown on construction drawings. | 05/21/2025 | 05/21/2026 |
| P-2025-38138 | 21 6th Ave | Install sump pump | 05/28/2025 | 05/28/2026 |
| P-2025-38143 | 31 Colonial Ave | Demolition of inground pool. Grading of pool will be brought back to existing yard. | 05/28/2025 | 05/28/2026 |
| P-2025-38149 | 56 Harvey Dr | Complete tear off and replacement as per contract | 05/30/2025 | 05/30/2026 |
| P-2025-38392 | 20 Franklin St | Single family, one story, 2 bedroom, 2 bath, 1st floor laundry, 2 car attached garage, rear covered patio, partialy finished basement with 1 bedroom, 1 full bath and an entertainment room | 07/25/2025 | 07/25/2026 |

Total Expired Permits: 5

Complaint By Date

| Complaint # | Location | Identifier | Complaint Type | Status | Owner | Complainant |
|---------------------------------------|--|----------------|----------------------------|--------|------------------------------------|-------------|
| <i>Open Date: 05/18/26</i> | | | | | | |
| 2026-0304 | Suite 100, 3615 Walden Ave. Ste 100 | 104.11-6-6.1 | Fire Call Out | Open | 3615 Walden Central, LLC | |
| 2026-0305 | 55 S Irwinwood | 115.11-26-15 | Drainage | Open | Samantha Arsenault | |
| Open Date: 05/18/26 Total #: 2 | | | | | | |
| <i>Open Date: 05/19/26</i> | | | | | | |
| 2026-0315 | 12 E Garfield St | 115.26-1-1 | Misc | Open | TNT Storage LLC | |
| Open Date: 05/19/26 Total #: 1 | | | | | | |
| <i>Open Date: 05/20/26</i> | | | | | | |
| 2026-0320 | 72 Sawyer Ave | 104.15-4-2 | Work w/out Permit | Open | Edward Church | |
| 2026-0321 | 48 Cowing St | 104.15-17-22 | High Grass/Weeds | Open | Nikki Louise Cameron | |
| Open Date: 05/20/26 Total #: 2 | | | | | | |
| <i>Open Date: 05/21/26</i> | | | | | | |
| 2026-0328 | 33 Edgewood Rd | 115.11-10-15 | High Grass/Weeds | Open | Shirlee Bowden | |
| 2026-0335 | 34 Laverack Ave | 104.15-13-2 | High Grass/Weeds | Open | Robert Stutzman | |
| Open Date: 05/21/26 Total #: 2 | | | | | | |
| <i>Open Date: 05/25/26</i> | | | | | | |
| 2026-0344 | Suite 200, 3615 Walden Ave. Ste 200 | 104.11-6-6.1 | Fire Call Out | Open | Edward Jones Financial | |
| Open Date: 05/25/26 Total #: 1 | | | | | | |
| <i>Open Date: 05/26/26</i> | | | | | | |
| 2026-0349 | Boys & Girls Club of Depew-Lancaster, 5440 Broadway St | 104.82-2-15 | Exterior Property Maint | Open | Russell J Salvatore Boys and | |
| 2026-0350 | 5622 Broadway St | 115.28-2-4.2 | Misc | Open | Ralph Mohr | |
| 2026-0351 | 81 Central Ave | 104.66-3-13 | Misc | Open | Catherine Seidel | |
| 2026-0352 | 42 Aurora St | 104.82-1-15.22 | Exterior Property Maint | Open | Nichol City Realty LLC | |
| 2026-0353 | 5556 Broadway St | 104.83-4-22 | Exterior Property Maint | Open | Mark Szuniewicz | |
| 2026-0357 | 86 6th Ave | 115.12-7-39 | High Grass/Weeds | Open | James LoTempio | |
| Open Date: 05/26/26 Total #: 6 | | | | | | |
| <i>Open Date: 05/27/26</i> | | | | | | |
| 2026-0361 | Todd DeWald, 88 Church St | 115.27-4-26 | Trash/Rubbish | Open | Todd Dewald | |
| 2026-0363 | 68 Grant St | 115.25-2-12 | Trash/Rubbish | Open | Catherine Mailloux | |
| Open Date: 05/27/26 Total #: 2 | | | | | | |
| <i>Open Date: 05/28/26</i> | | | | | | |
| 2026-0365 | 5592 Broadway St | 115.28-1-3 | Misc | Open | Isaiah Tamar Habeeb | |
| 2026-0367 | 18 Camner Ave | 115.11-17-12 | High Grass/Weeds | Open | Elizabeth Kerl | |

Complaint By Date

| Complaint # | Location | Identifier | Complaint Type | Status | Owner | Complainant |
|----------------------------|-------------------|--------------|------------------|---------------------------------------|--------------------------------|-------------|
| 2026-0368 | 193 Aurora St | 115.07-12-10 | High Grass/Weeds | Open | Paula Rawson | |
| 2026-0369 | VL Brunswick Rd | 115.07-1-1 | High Grass/Weeds | Open | Ronald Zawistowski | |
| | | | | Open Date: 05/28/26 Total #: 4 | | |
| <i>Open Date: 05/29/26</i> | | | | | | |
| 2026-0370 | 80 W Drullard Ave | 104.11-9-1.1 | High Grass/Weeds | Open | Drullard Avenue Properties LLC | |
| | | | | Open Date: 05/29/26 Total #: 1 | | |
| | | | | Grand Total: 21 | | |

Town of Lancaster

Inspections Report

Start Date: 05/15/2026 End Date: 05/29/2026

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

| Identifier | Address | Primary Contact | Date | Type | Inspector | Result |
|---------------------------|-------------------------------------|------------------------------------|------------|-----------------|----------------|-------------|
| 104.11-11-14 | 67 Sheldon Ave (Dolphin Automotive) | Dolphin Automotive 716-683-4385 | 05/20/2026 | Business - 3 yr | Ronald Capozzi | Pass |
| 104.80-2-1 | 5247 Broadway St | Stanzko Automotive Inc | 05/21/2026 | Business - 3 yr | Ronald Capozzi | In Progress |
| 104.83-5-26.1 | 5533 Broadway St | Severyn Development, Inc | 05/21/2026 | Business - 3 yr | Ronald Capozzi | Fail |
| Total Inspections: | | | | | | 3 |



Village of Lancaster

Planning Commission

Municipal Building

5423 Broadway

Lancaster, NY 14086

LISTED # 3
CORRESPONDENCE
MEETING DATE 6/8/2026

May 21, 2026

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

Re: Vacant Member Position

Dear Mayor Schroeder & Village Trustees:

Due to the vacant member position from Liz Reilly-Meegan resigning, the Planning Commission would like to recommend Cory Adamczak to be moved from first alternate to a member. Cory has been on the Planning Commission as an alternate since May 2023.

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

Respectfully submitted,

Mike Reinhold
Chairperson, Planning Commission

MR/AMD



Village of Lancaster

Planning Commission

Municipal Building

5423 Broadway

Lancaster, NY 14086

LISTED # 4
CORRESPONDENCE
MEETING DATE 6/8/2026

May 21, 2026

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

Re: Glassco Management EV Chargers Project
11 West Main St. Lancaster, NY 14086

Dear Mayor Schroeder & Village Trustees:

At its meeting on May 21, 2026, the Planning Commission reviewed the request submitted by the petitioner, Tommy Sweeney, and moved to recommend the Village to approve the Site Plan.

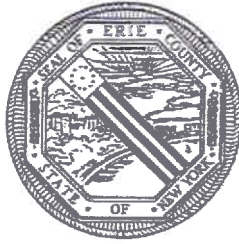
Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to call me at 716-864-0484.

Respectfully submitted,

Mike Reinhold
Chairperson, Planning Commission

MR/AMD

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



LISTED # 5
CORRESPONDENCE
MEETING DATE 6/8/2026

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING & ECONOMIC DEVELOPMENT

DANIEL R. CASTLE, AICP
COMMISSIONER

ZAUQUE EVANS, PHD
DEPUTY COMMISSIONER &
CHIEF ECONOMIC DEVELOPMENT OFFICER

May 22, 2026

Honorable William Schroeder
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Dear Mayor Schroeder:

This letter pertains to the 2003 Local Cooperation Agreement between the Village of Lancaster and Erie County relative to the Erie County Community Development Block Grant Consortium.

Please be aware that, by its terms, the Agreement will be renewed for an additional three years (2027 through 2029) unless the Municipality provides a written notification to my attention indicating its desire to terminate the Agreement. Such action would remove the Municipality from Consortium membership and thus from eligibility for receiving Federal Community Development Block Grant funds under the Consortium's Entitlement Program for the 2027 through 2029 program years. The Municipality would also be unable to access funds through the federal HOME Investment Partnership Program for the same period.

It should also be noted that if your Municipality chooses to remain with the urban county, it is also a participant in the HOME Program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, should it be allowed by New York State.

By remaining with the urban county, your Municipality is also a participant in the Emergency Solutions Grant (ESG) Program and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if so allowed by New York State.

The 2003 Agreement will be automatically renewed for the three-year period unless we receive a written termination notice from your Municipality by the close of business July 7, 2026. Said notice must also be sent to Ms. Karen Kist, Director, Buffalo HUD Office, 300 Pearl Street, Suite 301, Buffalo, New York 14202.

One final point; should your Municipality choose to remain within the urban county, it is ineligible to apply for grants under the HUD-Administered Small Cities or State CDBG programs while it is part of the urban county.

Should you have any questions, do not hesitate to contact Paul D'Orlando at 858-2194.

Very truly yours,

A handwritten signature in black ink that reads "Daniel R. Castle". The signature is written in a cursive style with a long horizontal stroke at the end.

Daniel R. Castle, AICP
Commissioner

PJD/jw

C: Daisy Gallardo
Paul D'Orlando

cooperation agreement merge to Consortium

LISTED # 6
 CORRESPONDENCE
 MEETING DATE 6/8/2026

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

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

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

| | |
|---|--|
| Event Name: Lancaster Open Glan Chamber of Commerce Farmers Market | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Farmers Market | |
| Event Date(s): Every Saturday between 6/13-2026 - 4th 10/10/26 except 7/4/26 | Event Time(s): 9 AM - 1:00 PM |
| Applicant Name: LDE Chamber of Commerce | Event Location: Parking lot between post office / NY store |
| Individual/Group/Corporation Name Holding Event: LDE Chamber of Commerce | Village Property Affected (If Applicable) Yes |
| Applicant Address, City, State, Zip: 11 West main str, Suite 100 PO Box 427 Lancaster, NY 14086 | Support Services Requested of the Village (If Applicable) None |
| Applicant Email: info@wnychamber.com | Applicant Phone: 716-681-9755 |

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: |
|---------------------|---|--|
| Lynn Magistrale | lmagistrale@wnyheroes.org 716-374-1129 | June 13, 2026 - Oct. 10, 2026 9 AM - Every Saturday, except 7/4/26 1 PM |
| Jehery Zeplovitz | info@wnychamber.com 681-9755 | |
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| Anticipated Peak Attendance Number: 100 per Saturday | Anticipated Age Range of those in Attendance: Infant - 80 |
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| Will Alcohol be consumed? <i>No</i> | Will there be Amplified Sound or Music? If so, provide particulars including hours: <i>No</i> |
|--|--|

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

Yes, a few goats for appearance in a holding pen

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

No

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

No

To the extent applicable please complete the attached event diagram depicting the location of the items listed. As to each item listed indicate whether a depiction is included or not applicable by so marking the appropriate box at the bottom of the diagram.

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| (If Applicable) Organization providing Security: <i>NA</i> | (If Applicable) Number of Security Personnel: <i>NA</i> |
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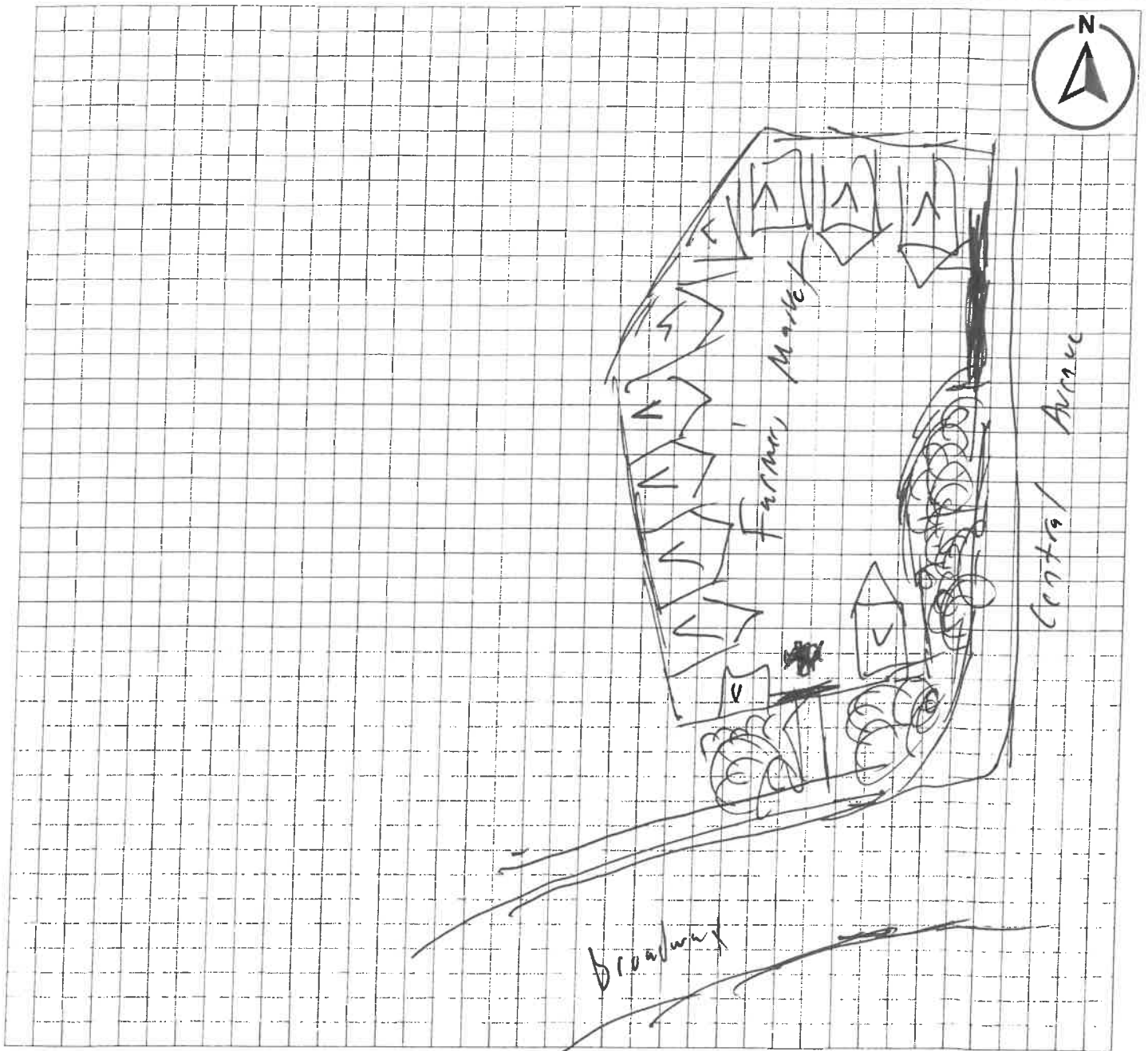
Applicant agrees that unless expressly exempted by Village Board resolution applicant or if applicant is acting as an agent applicant's principal shall purchase and maintain at applicant or principle's own expense, insurance providing Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000. The Village shall be included as an additional insured. Insurance for the Village as additional insured shall be as broad as the coverage provided for the named insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance. A Certificate of Insurance shall be provided to the Village no later than one (1) week before the first date of the proposed special event. Attached to each certificate of insurance there shall be a copy of the additional insured endorsement that is part of the commercial general liability policy.

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|---|-------------------------------|
| Signature of Applicant: <i>[Signature]</i> | Date: <i>5/11/2024</i> |
|---|-------------------------------|

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

Event Diagram

Event Name: Farmer's Market



Map Elements

to include on the map:

- Label streets
- Address numbers of affected properties
- Location of tents, canopies, inflatables (include dimensions)
- Location of food trucks (>10' apart, >10' from structures)
- Location of other items that will be placed in the roadway
- Pedestrian access and walkways.
- Emergency vehicle access (minimum width of 20 feet)
- Location of parking facilities & number of parking spaces
- Location of trash facilities:
- Location of water facilities:
- Location of electrical facilities:
- Location of toilet facilities including porta-toilets
- Location of entrances where public is to enter & exit site
- Location of vendors, including booths & food service

Added

N/A

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The Lancaster Depew Elma Chamber of Commerce

EXECUTIVE BOARD:

May 29, 2026

Jerry West – Board Chair
WNY Social

Deborah Glowny – Board Vice Chair
BankonBuffalo

Tommy R. Sweeney - Treasurer
Glassco Management, LLC

Alyssa Klimuszka – Secretary
Her Hr solutions

Hon. William Schroeder, Mayor
Deputy Mayor, Hon. Tammie Malone Schaefer
Hon. John Mikoley, Trustee
Hon. Gavin O'Brien, Trustee
Hon. Dee Miller, Trustee
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

BOARD OF DIRECTORS:

Sally Stier
Clarity Group

Lisa Eisensmith
Individual Member

Irene Kanutsu
Individual Member

Lynn M. Magistrale Kreiger
WNY Heroes, Inc.

Brandon Pope
Alden State Bank

Chris Guck
NBT Bank

Andrew Privitera
Chick-fil-A

Julie Garvey
Pet Connection Programs, Inc.

Jill Pawlik
Jill Pawlik Strategic Marketing

Bernie Aja
ESC

CHAMBER STAFF:

Jeffery Zepowitz
Executive Director

Bailey McDonnell
Director of Member Services

Debbie Blask
Director of Member Relations

Dear Board: *DC*

Recently, the Lancaster Depew Elma Chamber of Commerce submitted a Special Events Application to the Village and Board requesting permission to hold a new, Farmer's Market concept in the Village of Lancaster from June 13 - October 10 with the exception of July 4th.

Due to problems with proposed dates, locations and farm vendors, we were unfortunately past the 60 day deadline that is required by the Village when the paperwork was submitted.

At this time, the Chamber is respectfully requesting a one-time exemption to this 60-day rule and allow the application be put on the next Village agenda. We would appreciate your support with this matter.

Please feel free to contact me with any further questions or comments. Thank you for your patience on this matter.

Sincerely,

Jeffery Zepowitz
Executive Director
Lancaster Depew Elma Chamber of Commerce
11 West Main Street, Suite 100
PO Box 427
Lancaster, NY 14086
director@wnychamber.com
(716) 681-9755

Village of Lancaster, New York Village Code Chapter 285 Special Events Application

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

LISTED # 7
CORRESPONDENCE
MEETING DATE 6/8/2026

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: <u>Lancaster Legendary Rides Car Show</u> | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <u>car show</u> | |
| Event Date(s): <u>June 14, 2026</u> | Event Time(s): <u>9A-1P</u> |
| Applicant Name: <u>Tammie Malone Schaefer</u> | Event Location: <u>Central Av</u> |
| Individual/Group/Corporation Name Holding Event: <u>Village of Lancaster 5423 Bway Lancaster NY 14086</u> | Village Property Affected (If Applicable) <u>Central Ave</u> |
| Applicant Address, City, State, Zip: | Support Services Requested of the Village (If Applicable) <u>DDW fire police code enforcement IVAC</u> |
| Applicant Email: <u>tnt05@roadrunner.com</u> | Applicant Phone: <u>716-440-4512</u> |

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: |
|-------------------------------|--|-------------------------------------|
| <u>Tammie Malone Schaefer</u> | <u>716-440-4512 tnt05@roadrunner.com</u> | <u>all</u> |
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|---|---|
| Anticipated Peak Attendance Number: <u>1000+</u> | Anticipated Age Range of those in Attendance: <u>0-100+</u> |
| Will Alcohol be consumed? <u>no</u> | Will there be Amplified Sound or Music? If so, provide particulars including hours: <u>yes</u> |

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

Will Food Trucks be part of the event? If so and an exception to any regulation set forth in §209-8 of Village Code Chapter 209 "Mobile Food Vending" (see: <https://lancastrvillageny.gov>) will be requested of the Village Code Enforcement Officer, identify by section number each regulation for which an exception will be requested.
No permit fee

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

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

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

(b) Please explain Additional Traffic Control measures that will be undertaken to deal with traffic over/above the Parking Facilities explained in (a) above:
Central shut down btwn Pleasant & W Main

(c) Location of Trash Facilities:
various

(d) Location of Water Facilities:
various

(e) Location of Electrical Facilities:
various

(f) Location of Toilet Facilities including location of Porta-Toilets:
various - 3 regular & 3 handicap

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

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

| | |
|---|--|
| (If Applicable) Organization providing Security: <hr/> | (If Applicable) Number of Security Personnel: <hr/> |
|---|--|

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|--|-----------------|
| Signature of Applicant: T Malone Schaefer | Date: 3/1/26 |
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Post review disposition: Village Board approved.
 Village Board not approved.
 Applicant advised of Village Board determination: _____, _____, 202_____.
 Village Board approved with attached statement of conditions imposed.

LISTED # 8
CORRESPONDENCE
MEETING DATE 6/8/2026

Village of Lancaster, New York Village Code Chapter 285 Special Events Application

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

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

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

| | |
|--|--|
| Event Name: Independence Days Celebration | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): parade | |
| Event Date(s): July 4 2026 | Event Time(s): 12 noon |
| Applicant Name: T Malone Schaefer | Event Location: various |
| Individual/Group/Corporation Name Holding Event: Village of Lancaster 5423 Bway Lancaster NY 14086 | Village Property Affected (If Applicable) Walter Winter, Erie, Court, Pleasant, Central |
| Applicant Address, City, State, Zip: | Support Services Requested of the Village (If Applicable) DPW, police, fire, Ivac & various |
| Applicant Email: tnt05@roadrunner.com | Applicant Phone 716-440-4512 |

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: |
|--|--------------------------------------|--|
| T Malone Schaefer | 716-440-4512 tnt05@roadrunner.com | all |
| | | |
| | | |
| | | |
| Anticipated Peak Attendance Number: 1000+ | | Anticipated Age Range of those in Attendance: 0-100+ |
| Will Alcohol be consumed? no | | Will there be Amplified Sound or Music? If so, provide particulars including hours: yes |

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

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

no permit

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

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

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

municipal & street parking

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

(c) Location of Trash Facilities:

VARIOUS

(d) Location of Water Facilities:

VARIOUS

(e) Location of Electrical Facilities:

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

VARIOUS

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

T Malone Schaefer

Date:

3/1/26

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

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)

| | |
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| Event Name: <i>Independence Day Celebration</i> | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <i>carnival</i> | |
| Event Date(s): <i>July 2,3,4</i> | Event Time(s): <i>11A-11P</i> |
| Applicant Name: <i>T Malone Schaefer</i> | Event Location: <i>w Main</i> |
| Individual/Group/Corporation Name Holding Event: <i>village of Lancaster</i> <i>5423 Bway</i> <i>Lancaster ny 14086</i> | Village Property Affected (If Applicable) <i>w main</i> |
| Applicant Address, City, State, Zip: | Support Services Requested of the Village (If Applicable) <i>DPW, police, fire, LVAC</i> |
| Applicant Email: <i>tntos@roadrunner.com</i> | Applicant Phone <i>716-440-4512</i> |

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

| "In charge person": | Contact cell and email: | Date & Time(s) On-Premise at Event: |
|--------------------------|--|-------------------------------------|
| <i>T Malone Schaefer</i> | <i>716-440-4512</i> <i>tntos@roadrunner.com</i> | <i>all</i> |
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|---|---|
| Anticipated Peak Attendance Number: <i>1000+</i> | Anticipated Age Range of those in Attendance: <i>0-100+</i> |
| Will Alcohol be consumed? <i>no</i> | Will there be Amplified Sound or Music? If so, provide particulars including hours: <i>yes</i> |

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

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

no permit fee

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

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

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

municipal parking

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

(c) Location of Trash Facilities:

VARIOUS

(d) Location of Water Facilities:

VARIOUS

(e) Location of Electrical Facilities:

VARIOUS

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

VARIOUS

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

w main (main ent) pleasant w

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

throughout the area

(If Applicable) Organization providing Security:

Excelsior Management

(If Applicable) Number of Security Personnel:

Signature of Applicant:

T Malone Schaefer

Date:

3/1/26

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

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: Independence Days Celebration | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Fireworks | |
| Event Date(s): July 4 2026 | Event Time(s): 10 pm |
| Applicant Name: T Malone Schaefer | Event Location: St Marys school/cem area |
| Individual/Group/Corporation Name Holding Event: Village of Lancaster 5423 bway Lancaster ny 14086 | Village Property Affected (If Applicable) |
| Applicant Address, City, State, Zip: | Support Services Requested of the Village (If Applicable) Police LVAC Fire Code enforcement |
| Applicant Email: tnt05@roadrunner.com | Applicant Phone |

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

| "In charge person": | Contact cell and email: | Date & Time(s) On-Premise at Event: |
|--|--------------------------------------|--|
| T Malone Schaefer | 716-440-4512 tnt05@roadrunner.com | all |
| | | |
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| | | |
| Anticipated Peak Attendance Number: 1000+ | | Anticipated Age Range of those in Attendance: 0-100+ |
| Will Alcohol be consumed? no | | Will there be Amplified Sound or Music? If so, provide particulars including hours: yes |

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

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

no permit fee

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

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

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

municipal & street parking

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

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

T Malone Schaefer

Date:

3/1/26

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

Village of Lancaster, New York
Village Code Chapter 285 Special Events Application

LISTED # 9
 CORRESPONDENCE
 DATE 6/8/2026

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: Independence Days Celebration/Bob Giza Memorial Race | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Foot Race | |
| Event Date(s): July 4 2026 | Event Time(s): 8A |
| Applicant Name: Jeff Kupka | Event Location: Central Ave/various streets in the T/lans |
| Individual/Group/Corporation Name Holding Event: Boys & Girls Club 5440 Bway Lancaster NY 14086 | Village Property Affected (If Applicable) Central Ave |
| Applicant Address, City, State, Zip: | Support Services Requested of the Village (If Applicable) DPW, Police, Fire & I/VAC |
| Applicant Email: jkupka@depawlancasterbgc.org | Applicant Phone 716-480-2766 |

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: |
|---------------------|--|-------------------------------------|
| Jeff Kupka | jkupka@depawlancasterbgc.org 716-480-2766 | all |
| | | |
| | | |
| | | |

| | |
|--|--|
| Anticipated Peak Attendance Number: 1000+ | Anticipated Age Range of those in Attendance: 0-100+ |
| Will Alcohol be consumed? no | Will there be Amplified Sound or Music? If so, provide particulars including hours: yes |

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

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 permit fee

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

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

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

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

(c) Location of Trash Facilities:
various

(d) Location of Water Facilities:
various

(e) Location of Electrical Facilities:

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

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

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

| | |
|---|--|
| (If Applicable) Organization providing Security: <hr/> | (If Applicable) Number of Security Personnel: <hr/> |
|---|--|

| | |
|--|-----------------|
| Signature of Applicant: T Malone Schaefer | Date: 3/1/26 |
|--|-----------------|

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

Village of Lancaster, New York
Village Code Chapter 285 Special Events Application

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

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

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

| | |
|--|---|
| Event Name: <i>Independence Days Celebration</i> | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <i>Beer Tent & Entertainment</i> | |
| Event Date(s): <i>July 23rd 2026</i> | Event Time(s): <i>11A-11P</i> |
| Applicant Name: <i>Jeff Kupka</i> | Event Location: <i>Cayuga Creek Park</i> |
| Individual/Group/Corporation Name Holding Event: <i>Boys & Girls Club 5440 bway Lancaster ny 14086</i> | Village Property Affected (If Applicable) <i>Cayuga Creek Park</i> |
| Applicant Address, City, State, Zip: | Support Services Requested of the Village (If Applicable) <i>DPW, Police, Fire, IVAC, Code enforcement</i> |
| Applicant Email: <i>jkupka@depewlancafterbgc.org</i> | Applicant Phone: <i>716-480-2766</i> |

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

| "In charge person": | Contact cell and email: | Date & Time(s) On-Premise at Event: |
|--------------------------|-------------------------|-------------------------------------|
| <i>Jeff Kupka</i> | <i>716-480-2766</i> | <i>all</i> |
| <i>T Malone Schaefer</i> | <i>716-440-4512</i> | <i>all</i> |
| | | |
| | | |

| | |
|---|---|
| Anticipated Peak Attendance Number: <i>1000+</i> | Anticipated Age Range of those in Attendance: <i>0-100+</i> |
| Will Alcohol be consumed? <i>yes</i> | Will there be Amplified Sound or Music? If so, provide particulars including hours: <i>yes</i> |

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

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://lancastravillage.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 permit fee

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

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

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

municipal parking, street parking

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

(c) Location of Trash Facilities:

various

(d) Location of Water Facilities:

various

(e) Location of Electrical Facilities:

various

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

various

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

w main st (main ent) various

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

no vendors inside fence area

(If Applicable) Organization providing Security:

Excelsior Management

(If Applicable) Number of Security Personnel:

Signature of Applicant:

T Malone Schaffner

Date:

3/1/26

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

LISTED # 10
CORRESPONDENCE
MEETING DATE 6/8/2026

Village of Lancaster, New York

Village Code Chapter 285 Special Events Application

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

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

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

| | |
|---|--|
| Event Name: 5th Annual Lancaster Renaissance Street Faire | |
| Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Festival | |
| Event Date(s): Saturday August 8, 2026 | Event Time(s): 12 pm to 6 pm |
| Applicant Name: Joanna Palma | Event Location: Village of Lancaster W. Main & Central Ave. |
| Individual/Group/Corporation Name Holding Event: Lancaster Village Merchant Association | Village Property Affected (If Applicable) W. Main St., Central Ave., Twin Village Parking Lot and Cayuga Creek Park |
| Applicant Address, City, State, Zip: 11 W. Main St. Ste 600 Lancaster, NY 14086 | Support Services Requested of the Village (If Applicable) DPW Support- garbage, barriers, pub tables Police- Security Presence LVAC- Medical emergency support |
| Applicant Email: inquiries@lancastervillageflowerco.com | Applicant Phone (716)359-1554 |


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: |
|--|-------------------------|--|
| Joanna Palma | (716)359-1554 | All day |
| | | |
| | | |
| Anticipated Peak Attendance Number: 4000 | | Anticipated Age Range of those in Attendance: All ages |

RECEIVED

JUN - 1 2026

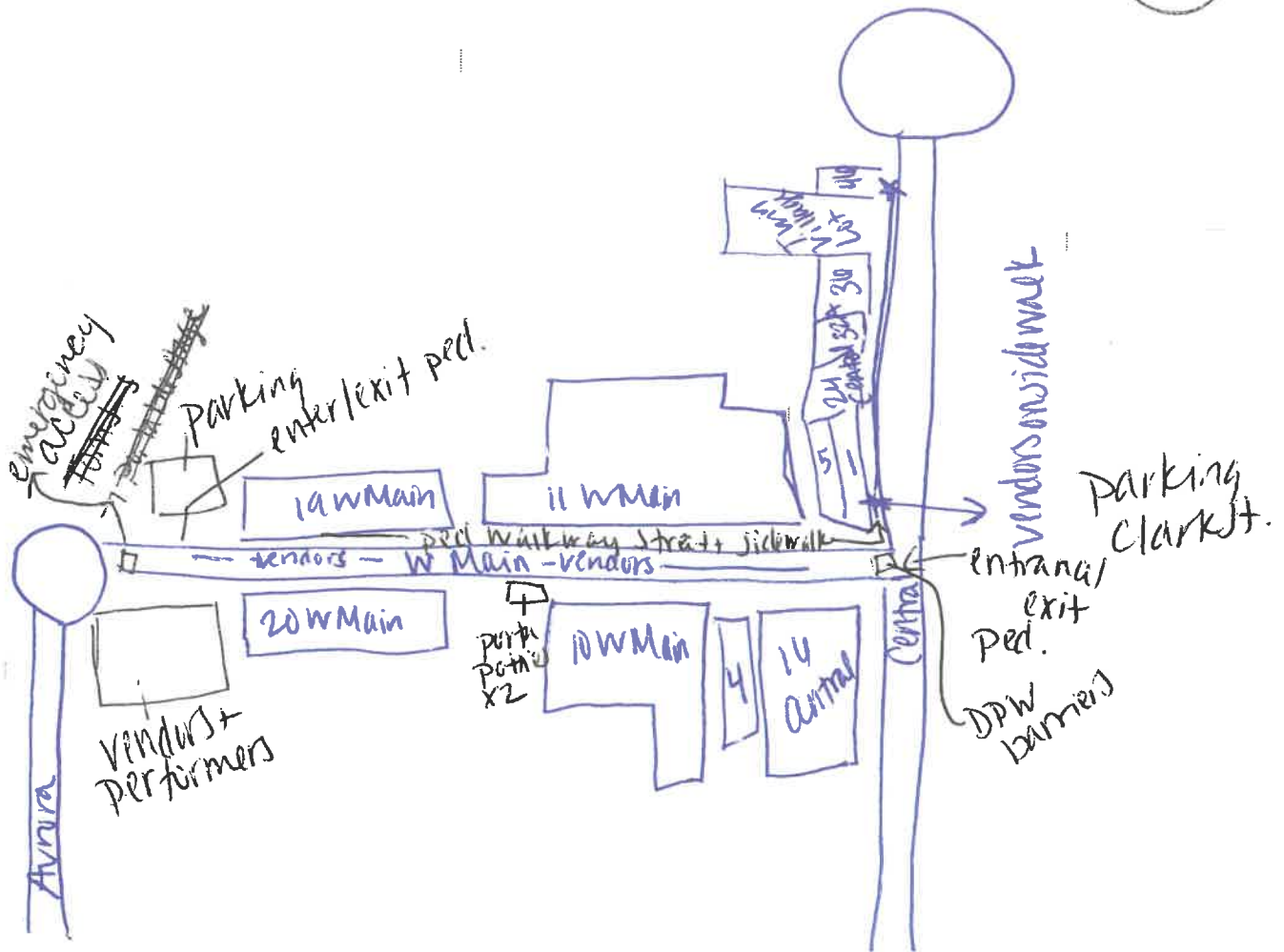
Village of Lancaster
Clerk- Treasurers Office

| | |
|--|---|
| <p>Will Alcohol be consumed? Yes, provided by Merchants who sell alcohol</p> | <p>Will there be Amplified Sound or Music? If so, provide particulars including hours: Yes, on stage before the roundabout, throughout the event</p> |
| <p>Will Animals be part of the event? If so provide particulars. No</p> | |
| <p>Will food trucks be part of the event? If so and an exception to any regulation set forth in §209-8 of Village Code Chapter 209 "Mobile Food Vending" (see: https://lancastervillageny.gov) will be requested of the Village Code Enforcement Officer, identify by section number each regulation for which an exception will be requested. No</p> | |
| <p>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</p> | |
| <p>To the extent applicable please complete the attached event diagram depicting the location of the items listed. As to each item listed indicate whether a depiction is included or not applicable by so marking the appropriate box at the bottom of the diagram.</p> | |
| <p>(If Applicable) Organization providing Security: LPD</p> | <p>(If Applicable) Number of Security Personnel:</p> |
| <p>Applicant agrees that unless expressly exempted by Village Board resolution applicant or if applicant is acting as an agent applicant's principal shall purchase and maintain at applicant or principle's own expense, insurance providing Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000. The Village shall be included as an additional insured. Insurance for the Village as additional insured shall be as broad as the coverage provided for the named insured. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance. A Certificate of Insurance shall be provided to the Village no later than one (1) week before the first date of the proposed special event. Attached to each certificate of insurance there shall be a copy of the additional insured endorsement that is part of the commercial general liability policy.</p> | |
| <p>Signature of Applicant: </p> | <p>Date: 5/23/2026 6/1/26</p> |

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

Event Diagram

Event Name: 5th Annual Lancaster Renaissance Street Faire



Map Elements to include on the map:

- Label streets
- Address numbers of affected properties
- Location of tents, canopies, inflatables (include dimensions)
- Location of food trucks (>10' apart, >10' from structures)
- Location of other items that will be placed in the roadway
- Pedestrian access and walkways.
- Emergency vehicle access (minimum width of 20 feet)
- Location of parking facilities & number of parking spaces
- Location of trash facilities:
- Location of water facilities:
- Location of electrical facilities:
- Location of toilet facilities including porta-toilets
- Location of entrances where public is to enter & exit site
- Location of vendors, including booths & food service

Added

-
-
- (vendors)
-
-
-
-
-
-
-
-
-
-
-

N/A

-
-
-
-
-
- Sidewalk + W Main
-
-
- extras brought for W. Main by DPW
-
-
-
-

Lancaster Fire Department



LISTED # 11
CORRESPONDENCE
MEETING DATE 6/8/2026

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

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

6/3/2026

Mayor Schroeder and Honorable Village Board,

The Lancaster Fire Department is formally requesting that the board approve a capital purchase for 4 new ZOLL AEDs at a cost of \$7,128.00. We have the quote for this purchase attached to this letter. These would replace the current AEDs on the fire trucks. Currently our AEDs need new batteries and pads; that cost is nearly the same as replacement cost above.

Respectfully,

A handwritten signature in black ink, appearing to read "Eric Feldmann".

Eric Feldmann

Lancaster Fire Department

Fire Chief

CARDIAC LIFE PRODUCTS

850 Saint Paul Street, Ste 44
Rochester, NY 14605-1065
+15852677775
www.cardiaclife.net



Estimate

ADDRESS
Village of Lancaster
Accounts Payable
5423 Broadway
Lancaster, NY 14086

SHIP TO
Village of Lancaster FD
Thomas Kukoleca
5423 Broadway
Lancaster, NY 14086

ESTIMATE 13235
DATE 05/26/2026
EXPIRATION 06/30/2026
DATE

PREPARED BY
NM

SALES REPRESENTATIVE
NM

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|-----------------------|--|-----|----------|-------------------|
| A-ZOLL-8000-004007-01 | ZOLL AED Plus, Fully- Automatic. Includes: CPR-D Adult Padz, Pack of 10 Batteries, Carry Case, and Owner's Manual. 7 year warranty after registration with ZOLL. | 4 | 1,662.00 | 6,648.00 |
| E-8900-0810-01 | ZOLL Pedi-Padz II. For use with AED Plus or Pro. | 4 | 120.00 | 480.00 |
| SUBTOTAL | | | | 7,128.00 |
| TAX (0%) | | | | 0.00 |
| TOTAL | | | | \$7,128.00 |

Accepted By

Accepted Date

RESOLUTIONS

June 8, 2026

| | 1 st Motion | 2 nd Motion | |
|----|---------------------------|--|--|
| 1. | _____ | _____ | Resolution to appoint Lawrence E. Anthony, 25 Southcrest Avenue, Cheektowaga, NY as a School Crossing Guard – Substitute effective immediately with wage rate as approved in the 2026-2027 budget. |
| | <i>ACTION -</i> | <i>Approved Denied Refer to:</i> | |
| 2. | _____ | _____ | Resolution to appoint the following individuals as seasonal employees (Laborer) for the Department of Public Works per the recommendation of Superintendent Cisco with a retroactive effective date of May 26, 2026 at a wage rate of \$19.50 per hour: <ul style="list-style-type: none"> - Peyton Shafer - Owen Sillman - Daniel Sugg |
| | <i>ACTION -</i> | <i>Approved Denied Refer to:</i> | |
| 3. | _____ | _____ | Resolution to approve Change Order #1(Final Balancing Change Order) for the Plum Bottom Creek Culvert Rehabilitation Project Phase 1 to balance all quantities and add new items that will enable a final payment to be made which results in a final Revised Contract Value of \$926,309.17, and further that such approval and release of final payment shall be contingent upon receipt of a release from the owner of 43 Central Avenue that all pending items have been addressed by the contractor (Union Concrete). |
| | <i>ACTION -</i> | <i>Approved Denied Refer to:</i> | |
| 4. | _____ | _____ | Resolution to confirm approval of the Amendment to the New York Forward (NYF) Agreement and Revised Schedule A with the Housing and Trust Fund Corporation to increase the maximum amount of NYF funds to be provided for the Small Project Fund to \$700,000. |
| | <i>ACTION -</i> | <i>Approved Denied Refer to:</i> | |
| 5. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve a Contract Modification Form with LaBella Associates to increase the NYF Small Project Fund administration services fee to a total revised budget of \$70,000 which represents 10% of the Small Project Fund grant award. |
| | <i>ACTION -</i> | <i>Approved Denied Refer to:</i> | |
| 6. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve an Agreement (Proposal 26-137) with Watts Architects & Engineers for professional engineering services for SSES Investigation and CAP Report – Mini-Systems 2, 3, 6 at a total cost of \$249,600.00 to provide services to carry out a project and work plan to be partially funded through NYS EFC Engineering Planning Grant #2311. |
| | <i>ACTION -</i> | <i>Approved Denied Refer to:</i> | |

RESOLUTIONS

June 8, 2026

| | | | |
|-----|-----------------|--|---|
| 7. | _____ | _____ | <p>Resolution to accept and approve the following membership changes for the Lancaster Fire Department as approved at the Department meeting on May 12, 2026:</p> <ul style="list-style-type: none"> - Paul Murawski, Rescue Hook & Ladder Company, Inactive Life to Active Status - John Burke, Rescue Hook & Ladder Company, Active to Inactive Life Status |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |
| 8. | _____ | _____ | <p>Resolution to approve the renewal of insurance coverage with Selective Insurance for Public Officials coverage at an annual premium cost of \$16,709.00, for crime coverage at an annual premium cost of \$448.00, for property, auto, general liability and other coverage at an annual premium cost of \$156,220.87, and cyber liability coverage at an annual premium cost of \$1,690.00.</p> |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |
| 9. | _____ | _____ | <p>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.</p> |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |
| 10. | _____ | _____ | <p>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.</p> |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |
| 11. | _____ | _____ | <p>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.</p> |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |
| 12. | _____ | _____ | <p>Resolution to approve an increase in the energy delivered price to \$0.30 per kWh (from \$0.20 per kWh) for the Level 2 EV charging station at Cayuga Creek Park.</p> |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |
| 13. | _____ | _____ | <p>Resolution to approve the rate structure for the use of the Level 3 EV charging station at Cayuga Creek Park as follows:</p> <ul style="list-style-type: none"> - Energy delivered price \$0.60 per kWh - Idle Parking Time Price \$5.00 per hour parked after charging completed - Grace period after charging 45 minutes |
| | <i>ACTION -</i> | <i>Approved Denied Refer to: _____</i> | |

RESOLUTIONS

June 8, 2026

| | | | |
|-----|----------|---------------------------------|--|
| 14. | _____ | _____ | Resolution to approve a partnership with Erie County on the Plate to Field initiative to reduce food waste, expand composting opportunities, and support community education efforts in the Village of Lancaster, and further to authorize Mayor Schroeder to sign a Letter of Commitment confirming the Village's participation in the program. |
| | ACTION - | Approved Denied Refer to: | |
| 15. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve a Memorandum of Agreement with CSEA Local 1000 / DPW Union relating to covered employees who have reached or will reach their 30 th anniversary of employment prior to May 31, 2030. |
| | ACTION - | Approved Denied Refer to: | |
| 16. | _____ | _____ | Resolution to approve the Employer Participation Agreement with MetLife Insurance Company to renew / provide life insurance benefits to eligible Lancaster Fire Department members for a term of one year effective on July 1, 2026. |
| | ACTION - | Approved Denied Refer to: | |
| 17. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve an Agreement (Task Order Edition) with Wm Schutt & Associates including all Exhibits A – L for engineering services which will be detailed in a separately executed Task Order for each specific project with the effective date of this agreement covered through May 31, 2027, unless otherwise extended by written agreement. |
| | ACTION - | Approved Denied Refer to: | |
| 18. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve Task Orders for services related to specific projects from Wm Schutt & Associates as follows (please select Task Orders to be approved): <ol style="list-style-type: none"> 1) Recurring Village Engineer Tasks - \$3,250 monthly fee (YES / NO) 2) Russell J. Salvatore Lancaster Village Pavilion - \$48,800 total fee (YES / NO) 3) ADA Crosswalk on Clark Street - \$19,800.00 total fee (YES / NO) 4) Cayuga Creek Park, Level 3 EV Charging Station – hourly rate fees (YES / NO) 5) Central Ave Parking Lot (Mobility Hub), Level 3 EV Charging Station – hourly rates (YES /NO) |
| | ACTION - | Approved Denied Refer to: | |
| 19. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve a License Agreement with Flock Group Inc. relating to the installation, maintenance, and operation of Flock Hardware on the Lancaster Municipal Building. |
| | ACTION - | Approved Denied Refer to: | |
| 20. | _____ | _____ | Resolution authorizing Mayor Schroeder to sign and approve a Parking License Agreement with Ellicott Development for the use of the exterior parking lot at 60 Central Avenue for parking only at a rental cost of \$1.00 per month with the Village of Lancaster responsible for maintenance for the duration of the Agreement. |
| | ACTION - | Approved Denied | |

RESOLUTION # 2
MEETING DATE 6/8/2026



Village of Lancaster

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

www.lancastervillageny.gov

Department of Public Works

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

May 22, 2026

RE: Summer Help

Honorable Members of the Village Board,

As previously approved during a recent Village Board meeting, the Department of Public Works was authorized to hire five (5) seasonal employees for the upcoming work season. In preparation for the significant operational demands anticipated this year, I respectfully request authorization for three (3) of these seasonal employees to commence employment prior to the start of the upcoming fiscal year.

The employees are as follows:

- Peyton Shafer
- Owen Sillman
- Daniel Sugg

In addition, as these employees would be beginning employment prior to the new fiscal year at a rate lower than the approved rate for the upcoming season, I respectfully request consideration for a retroactive compensation adjustment from each employee's respective start date through June 1st. This request is intended to support departmental efficiency and ensure adequate staffing levels are in place to meet seasonal operational needs.

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



May 13, 2026

RESOLUTION # 3
MEETING DATE 6/8/2026

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

Re: PIN 5763.86
Plum Bottom Creek Culvert Rehabilitation Project Phase 1
Change Order 1 (Final Balancing Change Order) (Administrative Change Order 05)

File: G87.002.001

Dear Mayor Schroeder:

Please find the enclosed documentation to support Change Order No. 5 for the above-mentioned project. This change order will balance various over/underruns for existing items while also adding several new items to the contract. The reason/purpose for the change order is to balance all quantities and add new items that will enable a final payment to be made, and thereafter the contract closed out. All backup for new items can be found attached to this change order. C&S Engineers have reviewed and recommends approval of the enclosed change order. See below change order summary:

Item overruns and new items to contract:

| Item ID | Description | Quantity | Unit Price | Total Cost |
|------------------|--------------------------------|----------|------------|-------------|
| 602.550104 | Lining with Steel Liner Plate | 96SF | \$105.00 | \$10,080 |
| Alt 1 602.550104 | Lining with Steel Liner Plate | 104SF | \$112.50 | \$11,700.00 |
| 950.0505 | Alternate 1 Inlet Scour Repair | 308SF | \$38.34 | \$11,808.72 |
| 950.0506 | Outlet Scour Repair | 120SF | \$17.00 | \$2,040 |
| 950.0507 | Emergency Sink Hole Repair | 1 LS | \$1,141.20 | \$1,141.20 |
| 950.0508 | Additional Grout Required | 286CY | \$281.55 | \$80,523.30 |

Summary:

Net Decrease (Existing Items): -\$ 53,761.05
Item Overruns and New Items: \$117,293.22
Original Contract Value: \$862,777.00
Revised Contract Value: \$926,309.17

Sincerely,
C&S ENGINEERS, INC.

Logan Bessel
Project Manager

Mike Stegmeier

From: Logan Bessel <lbessel@cscos.com>
Sent: Friday, May 15, 2026 8:43 AM
To: William Schroeder; Mike Stegmeier; Gavin O'Brien
Cc: Robert Wiltse
Subject: Final Change Order and Item explanations - 576386 - Plum Bottom Creek Culvert
Attachments: Plum Bottom Final Change Order.pdf



Caution: External (lbessel@cscos.com)

Sensitive Content [Details](#)

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

Mayor Schroeder and Team,

Attached is the final change order for Plum Bottom Creek Culvert for review. UCC is still in the process of catching up with Shannon to address any last concerns she has about her property restoration and get a signed release from her.

If you want, you can approve this pending submittal of the release. That way, the final payment can be made once we know Shannon is satisfied.

If you have any questions, please reach out.

Thanks,



Build your career at C&S!

Logan Bessel, PE, ENV SP
Managing Engineer

office: (716) 847-1630
direct: (716) 955-3019
cell: (315) 532-4598
lbessel@cscos.com
141 Elm Street, Suite 100 | Buffalo, NY 14203

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Explanation Worksheet New Items

Plum Bottom Creek Culvert Rehabilitation Project Phase 1; PIN 5763.86 Village of Lancaster, N.Y.

Existing Item Overruns

Item 602.550104 Lining with Steel Liner Plate, 0.218 " thick 96 SF x 105.00 = \$10,080.00

The design of the new culvert lining called for a circumference of 40 SF. The Contech Liner submitted by Union Concrete has a circumference of 40.75 SF. This additional .75 SF over the course of the culvert length of 128 feet was an increase of 96 SF x the contract cost of \$105.00 per SF = \$10,080.00

Alternate 1 – Item 602.550104 Lining with Steel Liner Plate, 0.218 " thick 104 SF x 112.50 = \$11,700

The size of the liner plates that were used had a design width of 18". The actual width varied by 1/8 to 1/4 inch. Over the length of 128 feet there was an extra full ring of tunnel plate liner left over. The RE told the contractor to add the ring of tunnel plate to the ALT 1 end to give it extra width rather than waste the material. This resulted in the over run of square footage by adding the extra tunnel plate but we felt it was well worth the cost.

New Items

Item 950.0505 – Scour Repair upstream of Alternate 1 308 SF = \$11,808.72

Change Order 02 – This was additional work outside of the project limit that Engineers saw a need in repairing as soon as possible as the deterioration was becoming extensive and would become worse in the future without addressing it. At the request of the Engineers, The Contractor submitted a quote to repair the scour. The quote was based on material supplier quotes, rental rates and estimated time to do repair. C&S Engineers and Village of Lancaster approved the change order. All backup/correspondence is attached for this change order (Poured Invert Agreed Price – Submission).

Item 950.0506 – Scour Repair downstream of Base Bid area 120 SF = \$2040.00

Change Order 03 - This was additional work outside of the project limit that Engineers saw a need in repairing as soon as possible as the deterioration was becoming extensive and would become worse in the future without addressing it. At the request of the Engineers, The Contractor submitted a quote to repair the scour. The quote was based on material supplier quotes, rental rates and estimated time to do repair. C&S Engineers and Village of Lancaster approved the change order. All backup/correspondence is attached for this change order (Poured Invert #2 Agreed Price – Submission).

Item 950.0507 – Sink Hole Repair parking lot over culvert \$1,141.20

Change Order 04 - This was emergency work that occurred while construction of new culvert lining was being installed and very heavy rains were occurring. The large sink hole became a safety concern as it was in an area of heavy pedestrian and vehicle traffic. At the request of the Engineers, The Contractor

Explanation Worksheet New Items

filled the large void with stone and then submitted a quote for the stone and the complete repair to the including asphalt. The quote was based on material supplier quotes, rental rates and estimated time to do repair. Due to cost, the Village of Lancaster decided to complete the repairs. C&S Engineers and Village of Lancaster approved the change order for emergency stone repair only. All backup/correspondence is attached for this change order (Repair Sink Hole behind Skoobs Submission).

Item 950.0508 – Additional Grout beyond Annular Space 286 CY x 281.55 = \$80,523.00

Change Order 05 – After the water diversion was installed and the existing culvert cleaned of debris to start construction of the new culvert liner it was found that most of the existing culvert bottom was deteriorated and, in several locations, left large voids behind the existing culvert walls. These areas of voids were determined to be more expensive to repair with stone fill and concrete than to fill with grout. The exact amount of additional grout could not be obtained until after grouting was complete as there was no way to measure the density of the stone voids. At the completion of grouting the contractor provided a quote for the additional grouting based on original estimates, invoiced deliveries of grout, and quotes for material, equipment and labor for the additional grout. All backup/correspondence is attached for this change order (Grout Annular Space Summary).



C&S Companies

Change Order Details

PLUM BOTTOM CREEK CULVERT REHABILITATION, PHASE 1

| | |
|----------------------------------|--|
| Description | PIN 5763.86; D040613 VILLAGE OF LANCASTER, NEW YORK |
| Prime Contractor | UNION CONCRETE AND CONSTRUCTION CORP. PO Box 410 West Seneca, NY 14224 |
| Change Order | 5 |
| Status | Pending |
| Date Created | 04/27/2026 |
| Summary | Balancing Change Order for Final Payment |
| Change Order Description | Balancing Change Order for Final Payment |
| Awarded Project Amount | \$862,777.00 |
| Authorized Project Amount | \$862,777.00 |
| Change Order Amount | \$63,532.17 |
| Revised Project Amount | \$926,309.17 |

Change Order Details:

PLUM BOTTOM CREEK CULVERT REHABILITATION, PHASE 1

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|---|------------|------|------------|-----------|--------------|----------|-------------|-----------|--------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| Section: 1 - Description | | | | | | | | | |
| 0030 | 209.22 | SY | \$27.500 | 240.000 | \$6,600.00 | -86.700 | -\$2,384.25 | 153.300 | \$4,215.75 |
| CONSTRUCTION ENTRANCE: | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 0060 | 602.550104 | SF | \$105.000 | 5,120.000 | \$537,600.00 | 96.000 | \$10,080.00 | 5,216.000 | \$547,680.00 |
| LINING WITH STEEL TUNNEL LINER PLATE, 0.218 INCH THICK: | | | | | | | | | |
| Reason: Circumference of Liner as stated in submittal is 40.75'. Bid plans were for 40.00' resulting in extra 96 SF over 128 length. | | | | | | | | | |
| 0070 | 610.1402 | CY | \$75.000 | 35.000 | \$2,625.00 | -30.800 | -\$2,310.00 | 4.200 | \$315.00 |
| TOPSOIL - ROADSIDE: | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 0080 | 610.1601 | SY | \$4.000 | 300.000 | \$1,200.00 | -266.700 | -\$1,066.80 | 33.300 | \$133.20 |
| TURF ESTABLISHMENT - ROADSIDE: | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 0090 | 620.03 | CY | \$200.000 | 30.000 | \$6,000.00 | -15.000 | -\$3,000.00 | 15.000 | \$3,000.00 |
| STONE FILLING (LIGHT): | | | | | | | | | |

Change Order Details:

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|-------------|---------|------|------------|----------|--------|----------|--------|----------|--------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |

Reason: Balancing Change Order

| | | | | | | | | | |
|------|--------|------|-------------|-------|------------|--------|-------------|-------|------------|
| 0130 | 637.12 | MNTH | \$2,000.000 | 4.000 | \$8,000.00 | -1.000 | -\$2,000.00 | 3.000 | \$6,000.00 |
|------|--------|------|-------------|-------|------------|--------|-------------|-------|------------|

ENGINEER'S FIELD OFFICE - TYPE 2:

Reason: Balancing Change Order

| | | | | | | | | | |
|------|--------|----|---------|-----------|------------|------------|-------------|-------|--------|
| 0140 | 637.34 | DC | \$1.000 | 1,000.000 | \$1,000.00 | -1,000.000 | -\$1,000.00 | 0.000 | \$0.00 |
|------|--------|----|---------|-----------|------------|------------|-------------|-------|--------|

OFFICE TECHNOLOGY AND SUPPLIES:

Reason: Balancing Change Order

| | | | | | | | | | |
|------|--------|----|---------|------------|-------------|-------------|--------------|-------|--------|
| 0150 | 697.03 | DC | \$1.000 | 20,056.280 | \$20,056.28 | -20,056.280 | -\$20,056.28 | 0.000 | \$0.00 |
|------|--------|----|---------|------------|-------------|-------------|--------------|-------|--------|

FIELD CHANGE PAYMENT:

Reason: Balancing Change Order

| | | | | | | | | | |
|------|--------|----|---------|-----------|------------|------------|-------------|-------|--------|
| 0160 | 698.04 | DC | \$1.000 | 1,000.000 | \$1,000.00 | -1,000.000 | -\$1,000.00 | 0.000 | \$0.00 |
|------|--------|----|---------|-----------|------------|------------|-------------|-------|--------|

ASPHALT PRICE ADJUSTMENT:

Reason: Balancing Change Order

| | | | | | | | | | |
|------|--------|----|---------|-----------|------------|------------|-------------|-------|--------|
| 0170 | 698.05 | DC | \$1.000 | 1,000.000 | \$1,000.00 | -1,000.000 | -\$1,000.00 | 0.000 | \$0.00 |
|------|--------|----|---------|-----------|------------|------------|-------------|-------|--------|

FUEL PRICE ADJUSTMENT:

Reason: Balancing Change Order

Change Order Details:

PLUM BOTTOM CREEK CULVERT REHABILITATION, PHASE 1

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|---|------------|-------|------------|-----------|--------------|------------|--------------|-----------|--------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| 0180 | 698.06 | DC | \$1.000 | 1,000.000 | \$1,000.00 | -1,000.000 | -\$1,000.00 | 0.000 | \$0.00 |
| STEEL/IRON PRICE ADJUSTMENT: | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 0230 | 950.0505 | UNITS | \$328.200 | 9.000 | \$2,953.80 | -9.000 | -\$2,953.80 | 0.000 | \$0.00 |
| STRUCTURES (SECTION 550): Grout for Stone Fill (CY) | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| Section: 2 - Description | | | | | | | | | |
| 0210 | 602.550104 | SF | \$112.500 | 1,200.000 | \$135,000.00 | 104.000 | \$11,700.00 | 1,304.000 | \$146,700.00 |
| LINING WITH STEEL TUNNEL LINER PLATE, 0.218 INCH THICK: | | | | | | | | | |
| Reason: A complete ring of liner plate was left over from Base Bid area and RE requested it be placed on Alternate 1 rather than waste material. | | | | | | | | | |
| 0220 | 620.04 | CY | \$400.000 | 5.000 | \$2,000.00 | -2.500 | -\$1,000.00 | 2.500 | \$1,000.00 |
| STONE FILLING (MEDIUM): | | | | | | | | | |
| Reason: Balancing Change Order | | | | | | | | | |
| 14 items | | | Totals | | \$726,035.08 | | -\$16,991.13 | | \$709,043.95 |

Change Order Details:

New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|---|----------|-------|----------|------------|-------------|
| Section: 1 - Description | | | | | |
| 0270 | 950.0508 | UNITS | 286.000 | \$281.550 | \$80,523.30 |
| STRUCTURES (SECTION 550): | | | | | |
| Reason: Over run of grout to fill annular space which seeped through deteriorated culvert wall and flowed in voids below culvert | | | | | |
| 1 item | | | | | |
| Total: \$80,523.30 | | | | | |

_____ Date: _____

Engineer in Charge - C&S Engineers, Inc.

_____ Date: _____

Contractor - Union Concrete Corporation

_____ Date: _____

Sponsor - Village of Lancaster

Change Order Details:

PLUM BOTTOM CREEK CULVERT REHABILITATION, PHASE 1

AMENDMENT TO
NEW YORK FORWARD
VILLAGE OF LANCASTER 20240417

This Amendment, as entered into as of the 13th day of May 2026 between the Housing Trust Fund Corporation ("Corporation") and Village of Lancaster ("Recipient").

Whereas, the Corporation and the Recipient executed a New York Forward ("Grant Agreement") as of the 11th day of December, 2024; and

Whereas, the parties hereto wish to amend the New York Forward Agreement.

Now therefore, the parties agree as follows:

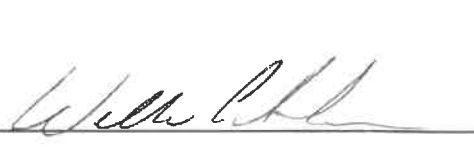
1. Section 3. Project Costs is hereby amended to read as follows:
The maximum amount of NYF funds to be provided to the Recipient is Seven Hundred Thousand Dollars (\$700,000) ("Award")
2. The revised Schedule A attached supersedes the version provided with the original Grant Agreement.
3. Except as expressly provided in this Amendment, the New York Forward Grant Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

Village of Lancaster

By: 

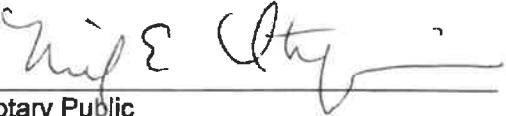
By: 

Name: Crystal Loffler
Title: President, Office of Community Renewal

Name: William Schroeder
Title: Mayor

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 20th day of May, in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared William C. Schroeder, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity (ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

MICHAEL E. STEGMEIER
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION No. 01ST6155616
QUALIFIED IN ERIE COUNTY
My Commission Expires November 13, 2026

Schedule A – Revised 5/13/26
Awarded Budget & Projected Accomplishments
Village of Lancaster
Small Project Fund

SHARS ID: 20240417

Award Budget

| <u>Funding Source</u> | <u>Amount</u> |
|------------------------|---------------|
| New York Forward Award | \$ 700,000 |
| Other Sources | \$230,000 |

Activity Budget Detail

| <u>Activity</u> | <u>Amount Not to Exceed</u> |
|--|-----------------------------|
| Building Renovation & Business Assistance | \$600,000 |
| <i>Architecture, Engineering & Environmental Testing</i> | \$ 30,000 |
| Administration | \$ 70,000 |

Target Area

The Village of Lancaster’s New York Forward Study Area.

Projected Accomplishments

- 6 Commercial or mixed-use buildings will be rehabilitated
- 4 Upper-floor residential units will be rehabilitated or created
- 4 Businesses Assisted

Program Compliance

The term Local Program Administrator (LPA) is used as a placeholder throughout this document to refer to the contracted entity and administrator of the program funds.

- The LPA must endeavor to meet the projected accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- The LPA must follow the processes identified in the Administrative Plan included as Schedule B to the Grant Agreement. Any defect or departure from the Administrative Plan must be requested and approved in writing.
- Prior to commencing the program, the LPA must review the eligible work items, program budget, and program timeline with OCR staff. OCR reserves the right to change or disallow aspects of the program.
- Program funds may only be requested for reimbursement for eligible costs incurred within the grant period pursuant to the grant agreement. This program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of projects.
- The LPA must abide by the activity limits and match requirements specified in the Schedule B, Administrative Plan.

- Funds budgeted for administrative expenses shall not exceed 10% of the award or the amount noted under *Activity Budget Detail*, whichever is less. Administrative funds shall be only for payment of reasonable administration and planning costs related to the contract.
- LPAs are permitted to request an initial disbursement of the budgeted administrative funds prior to completion of building projects. Administrative funds beyond the initial percentage will be available based on overall program completion. This will be determined by evaluating the percentage of program funds committed and disbursed, and the proposed program activities. Documentation of how the initial request was ultimately allocated should be provided with the subsequent disbursement.
- Soft costs shall be only for payment of reasonable Architecture, Engineering or Environmental Testing expenses related to a specific project. Soft costs are allocated on a per-project basis, must be within activity limits, and require matching funds. In-kind match is not eligible.
- Architecture, Engineering or Environmental Testing costs incurred for work on buildings that eventually prove infeasible and do not receive other investments will not be reimbursed.
- The LPA will enter into a contract with the property owner to provide the program financial assistance. The contract must include the requirement to insure the premises for the full (100%) replacement value and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- The LPA will complete a procurement process for all activities to be reimbursed with program funds. A minimum of two bids or proposals will be obtained and reviewed for all project costs, including but not limited to purchases, services and renovation, administration or professional service activities. This process is required to establish the reasonableness of project costs.
- All participating contractors must supply references and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. It is recommended that the LPA, State of New York, and the Housing Trust Fund Corporation be listed as additional insured.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. The LPA must have a formal, written Conflict of Interest policy. At a minimum, the policy must outline which parties are covered and what measures will be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest.
- Projects including program funds should produce a finished commercial or residential space, ready for occupancy, within the contract term. Funds will be disbursed only for completed projects. Work can be completed on part of a building, leaving another part unfinished as a holdover for future use, provided that the project can be completed in compliance with all applicable codes and ordinances, and the unfinished space does not present a hazard to occupants or users of the building.
- Prior to the commitment or expenditure of program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. The LPA must submit Environmental Review documents as required by Housing Trust Fund Corporation in a timely manner following grant agreement execution. Housing Trust Fund Corporation will issue a notice to proceed following the submission of complete and accurate Environmental Review documents.
- Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law of 1980 requires publicly-funded projects to be reviewed for their potential impact/effect on historic properties. The LPA must submit proposed project scopes of work for each participating project to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP or SHPO) for review.



CONTRACT MODIFICATION SHORT FORM

DATE: 6/4/2026
CLIENT: Village of Lancaster
PROJECT: NYMS Grant Administration
TASK TITLE: Grant Administration & Program Mgmt
REQUESTED BY: _____

PROPOSAL NUMBER: _____
PROJECT NUMBER: 2250634
PHASE NUMBER: 01
MODIFICATION NUMBER: 1

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

Add budget to oversee additional projects brought on by additional allocation of money from NYS HCR.
Will oversee administration for estimated 4-7 additional projects.

SCHEDULE:

Changes to Schedule: None Start: _____ Completion Date: _____

This Modification Form is considered an extension of our original Agreement for this project dated 12/11/2024 and all terms and conditions of the original Agreement apply. This Contract Modification (including schedule and fee) is only valid for 30 days from issuance.

BUDGET/FEE:

- 1. Previously-approved budget/fee for this task: \$30,000
- 2. Labor: LUMP SUM FEE or \$40,000
 TIME & MATERIALS ESTIMATE \$ _____
- 3. Sub-Consultant Estimate: \$ _____
- 4. Reimbursables Estimate: \$ _____
- 5. Total for this Modification (lines 2+ 3+ 4): \$40,000
- 6. TOTAL Revised Budget/Fee: (lines 1 +5) \$70,000
- 7. Additional Retainer Required: \$ _____

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

LABELLA:

Signature: 
Printed Name: Derik Kane

Title: Project Manager
Date: 6/4/2026

CLIENT AUTHORIZATION TO PROCEED:

Signature: _____
Printed Name: _____

Title: _____
Date: _____

COMMENTS/DIRECTION: _____

CC: _____





Transmitted via email: mstegmeier@lancastervillage.org

May 21, 2026

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

**Re: Proposal for Professional Engineering Services
SSES Investigation and CAP Report – Mini-Systems 2, 3, 6
Watts Proposal No. 26-137**

Dear Mr. Stegmeier:

Watts Architects & Engineers (Watts) is pleased to present the following proposal to provide professional services for the project listed above. Our proposal is organized in the following sections: Background, Base Scope of Services, Technical Assumptions, Compensation and Schedule.

BACKGROUND

The Village of Lancaster (the Village) is required by the New York State Department of Environmental Conservation (DEC) under Order on Consent #R9-20030410-19 to provide a comprehensive Capacity, Management, Operation and Maintenance Plan (CMOM) and a Work Plan, which includes an Infiltration/Inflow Report (I/I Report), Sanitary Sewer Evaluation Survey (SSES) and Corrective Action Plans (CAP). Watts has been under contract since May 2016 to support the Village in satisfying the requirements of the Order on Consent and preparing the necessary reports, field investigations and data analysis.

Watts will provide support for field activities required to complete the SSES investigation in accordance with the previously approved 2017 Work Plan, across Mini-System 2, 3, and 6. These activities include smoke and dye testing, manhole investigations (of approximately 200 manholes) and the identification of illegal connections to the Village sanitary sewer system (House to House inspections). It also includes compilation of the SSES report based on the field investigations and development of a Corrective Action (CAP) plan for future construction projects.

BASE SCOPE OF SERVICES

Watt will subcontract with National Watermain Cleaning Company (NWMCC) for CCTV Inspections. The subcontractor proposal is included in the appendix.

The items listed below, in accordance with the RFQ, are to be completed between July 2026 and September 2027 in support of the SSES and CAP final report:

1. Review of existing wastewater system
2. Coordination with Village Staff and meetings
3. Groundwater monitoring (Work Plan 3.1)
4. Rainfall monitoring (Work Plan 3.2)
5. Extensive manhole inspection with DPW Staff (Work Plan 3.4) – ~200 manholes
6. Smoke testing to identify house and storm water inlet connections with DPW Staff (Work Plan 3.5)
7. Rainfall simulation with DPW Staff (Work Plan 3.6)
8. Oversee house to house surveys by DPW Staff (Work Plan 3.7)
9. CCTV Inspections (NWMCC) (Work Plan 3.8 and 3.11)
10. Flow Data Analysis – SSES specific analysis (Work Plan 3.10)
11. Preparation of SSES and CAP Report for DEC Approval (3.12)

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
SSES Investigation and CAP Report – Mini-Systems 2, 3, 6
Watts Proposal No. 26-137

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to support necessary field operations for tasks including manhole inspections, smoke testing, CCTV inspections, rainfall simulation, flow testing, house to house and internal building inspections. Additional support may be required beyond the items previously listed.
2. Village DPW is responsible for making formal submissions and requesting meetings with the DEC and other public agencies. Watts’ staff will attend meetings as requested, and will be available to participate in conference calls as necessary.
3. It is assumed that the Village DPW will approve and sign off on progress submissions prior to advancing final reports.

TECHNICAL ASSUMPTIONS

- A. For Task 2, Watts will attend or report on a monthly basis to the Village Board and DPW Superintendent.
- B. For Tasks 8 and 9, it is anticipated that there will be no field involvement from Watts. Watts will receive the inspection forms from the DPW; perform necessary data entry and analyze the data provided.
- C. For Task 10, Watts will re-use the recently performed post-construction flow data. If the Village would like more recent flow monitoring, we can engage another subconsultant (TECSmith) at an additional cost.
- D. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.
- E. The understanding is this report will be used to assist the Village with application of a Planning Grant. Base Scope of Services does not include complete design, construction or permitting services for capital improvements or repairs.

COMPENSATION

Compensation required for the Base Scope of Services indicated above will be in accordance with the following “lump sum” fees and the attached Appendix A: General Conditions for Professional Services. Our invoices will be submitted on a monthly basis with terms of net 30 days. The fees in this proposal are firm for 30 days but thereafter are subject to change without notice. These services are to be provided for the following fees:

Watts Fees:

| | |
|---|---------------------|
| Task 1 Review of Existing wastewater system | \$2,700.00 |
| Task 2 Coordination with Village Staff and Meetings | \$12,600.00 |
| Task 3 Groundwater Monitoring (Work Plan 3.1) | \$3,400.00 |
| Task 4 Rainfall Monitoring (Work Plan 3.2) | \$5,000.00 |
| Task 5 Extensive Manhole Inspection with DPW Staff (Work Plan 3.4) - ~200 manholes..... | \$37,400.00 |
| Task 6 Smoke Testing to identify house and storm water inlet connections (Work Plan 3.5) | \$32,300.00 |
| Task 7 Rainfall Simulation with DPW Staff (Work Plan 3.6) | \$16,400.00 |
| Task 8 Oversee House to House Surveys (Work Plan 3.7) | \$8,800.00 |
| Task 9 CCTV Inspections (Work Plan 3.8 and 3.11) | \$16,100.00 |
| Task 10 Flow Data Analysis – SSES specific analysis (Work Plan 3.10) | \$4,900.00 |
| Task 11 Preparation of SSES and CAP Report for DEC Approval (Work Plan 3.12) | \$14,600.00 |
| Estimated Reimbursables | \$600.00 |
| Watts Subtotal | \$154,800.00 |

Subconsultant Fees

| | |
|--|--------------------|
| Task 9a - CCTV Contract Services by National Watermain Cleaning | \$94,800.00 |
|--|--------------------|

Total Proposal Fees**\$249,600.00**

Additional services required beyond the above-described Scope of Services will be invoiced on a time-and-expense basis in accordance with the attached Schedule of Professional Fees and Reimbursable Expenses. Your written consent will be obtained prior to the commencement of any additional or out-of-scope work.

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
SSES Investigation and CAP Report – Mini-Systems 2, 3, 6
Watts Proposal No. 26-137

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed, and we will meet a reasonable schedule agreed to with the Village. Due to the need to hit certain dry and wet weather groundwater conditions, the fieldwork is expected to start in July 2026 and be completed by September 2027. We will analyze the data collected and integrate it into an amended version of the earlier SSES and CAP reports, to then make recommendations, with capital costs for rehabilitation. This is anticipated that the report will be completed and submitted to the Village and NYSDEC by December 2027.

We appreciate this opportunity to continue with this project. If you have any questions or need additional information, please do not hesitate to contact me at (716) 206-5107 or Shawn Marshall at (716) 206-5110.

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Bradley L. Sendlak, P.E.
Principal

Attachments: Appendix A
Schedule of Professional Fees and Reimbursable Expenses

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
SSES Investigation and CAP Report - Mini-Systems 2, 3, 6
Watts Proposal No. 26-137

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 26-137, SSES Investigation and CAP Report - Mini-Systems 2, 3, 6, for the Village of Lancaster (Client).

Agreed to and accepted this _____ day of _____, 2026.

Signed: _____

Name: _____
(please print)

Title: _____

Your Company Reference Number
to Appear on our Invoice(s): _____

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

Watts Architects & Engineers (WATTS) will perform professional services in a timely manner but it is agreed between the parties to this Agreement that WATTS cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

WATTS will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided. Watts shall only be liable for its own negligent acts or omissions and assumes no liability for the acts or omissions of any other party.

Drawings, specifications and other documents, prepared by WATTS and their consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. WATTS and their consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by any other party for future additions or alterations to this Project or for other projects, without the prior written agreement of WATTS. Any unauthorized use of the Instruments of Service shall be at the other party's sole risk and without liability to WATTS and their consultants.

During the performance of services within this Agreement, the scope of WATTS' services and compensation thereon may be adjusted by written consent of the client.

If a dispute arises out of or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions, the parties agree that prior to the filing of any legal action, they will first endeavor to settle the dispute in an amicable matter by non-binding mediation, using a certified mediator or certified mediation service. Failure of the parties to resolve the dispute through mediation shall in no way remove the right of either party to pursue any legal action or recourse. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of New York.

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, pandemics, epidemics or other events beyond the control of the other or the other's employees and agents.

Progress payments shall be made in proportion to services performed and shall be due and payable within 30 days of submittal, without retainage unless other terms are specified in proposal. Overdue invoices shall bear an interest rate of 1-1/2% per month calculated from the 31st day after submittal.

The total liability, in the aggregate, of WATTS to CLIENT and anyone claiming by, through, or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of WATTS, shall not exceed the total insurance proceeds paid on behalf of or to CLIENT by WATTS insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of WATTS insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal).

To the fullest extent permitted by law, WATTS shall indemnify and hold harmless CLIENT's officers, directors, partners, and employees from and against any and all damages caused solely by the negligent acts or omissions of WATTS in the performance and furnishing of services under this Agreement.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WATTS from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT with respect to this Agreement or the Project.

To the fullest extent permitted by law, WATTS' total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of WATTS and in part by the negligence of CLIENT or any other negligent entity or individual shall not exceed the percentage share that WATTS' negligence bears to the total negligence of CLIENT, WATTS, and all other negligent entities and individuals.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless WATTS from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

The Parties agree that this Agreement may be executed in counterparts, each of which shall be enforceable against the other Party signing it and together shall be deemed to be a single original. The Parties agree that electronic copies and facsimile transmissions of signatures shall be deemed originals for all purposes.

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

April 1, 2026

PROFESSIONAL FEES:

| Labor Category | Minimum | Average | Maximum |
|--------------------------------------|----------------|----------------|----------------|
| Architect | \$120 | \$149 | \$190 |
| Architect Designer | \$78 | \$98 | \$119 |
| CADD Technician II | \$108 | \$108 | \$108 |
| Engineer II/I (A) | \$119 | \$122 | \$126 |
| Engineer III (A) | \$128 | \$152 | \$176 |
| Engineer V (A) | \$161 | \$161 | \$161 |
| Engineer VI (A) | \$161 | \$199 | \$219 |
| Engineering Technician II (N) | \$156 | \$156 | \$156 |
| Environmental Consultant | \$102 | \$112 | \$123 |
| Environmental Engineer IV | \$131 | \$131 | \$131 |
| Environmental Scientist I | \$80 | \$82 | \$84 |
| Environmental Scientist II | \$91 | \$97 | \$102 |
| Environmental Scientist V | \$150 | \$150 | \$150 |
| Principal | \$233 | \$288 | \$391 |
| Project Monitor / Air Sampling Tech. | \$62 | \$74 | \$90 |
| Project Monitor Supervisor | \$102 | \$102 | \$102 |
| Sr. Architect | \$169 | \$169 | \$169 |
| Sr. CADD Technician | \$150 | \$150 | \$150 |
| Sr. Enviro. Mgr. - NYC Office | \$219 | \$219 | \$219 |
| Sr. Environmental Consultant | \$126 | \$160 | \$209 |
| Sr. Environmental Consultant - NYC | \$165 | \$169 | \$174 |
| Sr. Environmental Engineer III | \$173 | \$173 | \$173 |
| Sr. Environmental Scientist | \$132 | \$132 | \$132 |
| Technical Typist | \$66 | \$83 | \$99 |

REIMBURSABLE EXPENSES:

- 1) Per diem for lodging and meals shall be limited to the Federal maximum rate for the area of stay (published yearly by the Internal Revenue Service, IRS Publication #1542). These charges will be billed at cost.
- 2) Travel, long distance telephone, postage, and toll charges will be billed at cost, based on federal maximum rates.
- 3) Reproduction Costs:

| | |
|---------------------------------|------------------------------|
| Xerox Copies: \$0.05 per sheet | CADD Plots: \$1.00 per plot |
| Blueprints: \$0.30 per sq. foot | CADD Mylars: \$5.00 per plot |
| Color Copies: \$0.30 per sheet | Project Photos: at cost |
- 4) Materials, outside services, special equipment, and supplies purchased on behalf of the client, with client's prior consent, will be billed at cost plus 20%. Variance fees made payable to the NYS Commissioner of Labor will be paid directly by the client.
- 5) Asbestos Sampling Fees (rates to be determined on a job-by-job basis)

Billing will be on a monthly basis or upon completion of work, with terms of net at 20 days from day of invoicing. Each invoice will break the technical service labor down by job classification and total hours for each classification.

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Lancaster Fire Department



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

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

Lancaster Fire Department Memorandum

DATE: June 1, 2026

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

FROM: Department Secretary Aaron Ruda

RE: Lancaster Fire Department Roster Changes for June 8, 2026 LVB Meeting

The following individual requested a change in his membership status from Inactive Life to Active and the request was approved at the Department Meeting on May 12, 2026.

Paul Murawski - Rescue Hook & Ladder Company

The following individual requested a change in his membership status from Active to Inactive Life and the request was also approved on May 12, 2026.

John Burke - Rescue Hook & Ladder Company

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

Sincerely,

Aaron Ruda

Aaron Ruda
Lancaster Fire Department Secretary

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Package
 - Property
 - Inland Marine
 - Flood and Earthquake
 - Crime
 - General Liability
 - Pesticide Herbicide
 - Volunteer Emergency Services / Admin
 - Automobile
 - Umbrella
- Public Officials

We've also included details of the following policy which was automatically renewed by the carrier.

- Crime

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "**Client Authorization to Bind Coverage**":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Nicole States

Nicole States
Client Service Manager

Enclosure



Village of Lancaster



Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

| <i>Service Team</i> | <i>Role</i> | <i>Email</i> | <i>Phone</i> |
|---|-----------------------------|--|------------------|
| Christine Wiktor, CIC CRM Sales Executive | Producer | Christine_Wiktor@ajg.com | 716-651-4203 (p) |
| Nicole States Client Service Manager | Client Service Manager | Nicole_States@ajg.com | 716-651-4753 (p) |
| Thomas Marino, CSP Risk Manager Consultant - Safety | Loss Control Representative | Thomas_Marino@ajg.com | 716-651-4876 (p) |



Village of Lancaster

Premium Summary

The estimated program cost for the options are outlined in the following table:

| Line of Coverage | | Expiring | Renewal Option |
|-------------------------|------------------------|---|---|
| | | Selective Insurance Company of South Carolina | Selective Insurance Company of South Carolina |
| Package | Premium | \$142,585.78 | \$156,220.87 |
| | Estimated Cost* | \$142,585.78 | \$156,220.87 |
| | Change (\$) | | +\$13,635.09 |
| | Change (%) | | 9.56 |
| | | Selective Insurance Company Of America | Selective Insurance Company Of America |
| Crime | Premium | \$448.00 | \$448.00 |
| | Estimated Cost* | \$448.00 | \$448.00 |
| | | Selective Insurance Company of New York | Selective Insurance Company of New York |
| Public Officials | Premium | \$15,209.00 | \$16,709.00 |
| | Estimated Cost* | \$15,209.00 | \$16,709.00 |
| | Change (\$) | | +\$1,500.00 |
| | Change (%) | | 9.86 |
| Total Cost | | \$158,242.78 | \$173,377.87 |

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Package(Property, Inland Marine, Flood and Earthquake, Crime, General Liability, Pesticide Herbicide, Volunteer Emergency Services / Admin, Automobile, Umbrella), Crime, Public Officials, Cyber Liability, New York State Disability Benefits, Package (Automobile, Crime, Equipment Floater - Inland Marine, Property, Excess Liability, General Liability).

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

Named Insured

| Named Insured | Package | Crime | Public Officials |
|----------------------|---------|-------|------------------|
| Village of Lancaster | X | X | X |

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 06/01/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

| Coverage/Carrier | |
|--|--|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Package Selective Insurance Company of South Carolina |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject OR Included* | TRIA - Package |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Public Officials Selective Insurance Company of New York |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject OR Included* | TRIA - Public Officials |
| Automatically Renewing Coverages: | |
| | Crime Selective Insurance Company Of America Policy automatically renewed. Your signature will serve as confirmation of the receipt of this summary.** |

*For this coverage, TRIA cannot be rejected

**A signed LPR (cancellation) is required should you choose to not move forward with this coverage

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No - eRiskHub

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Village of Lancaster

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By:

Print Name (Specify Title)

Company

Signature

Date:



Village of Lancaster

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions. We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Cyber Liability

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Additional Limits

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "**Client Authorization to Bind Coverage**":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Tessa Moriarty

Tessa Moriarty
Associate Broker Placement Specialist, Cyber Liability



Village of Lancaster

Coverage Summary

| <u>Expiring Program</u> | | | | |
|--|-----------------|--------------------|------------|------------------|
| Carrier | Coverage | Limit of Liability | Deductible | Retroactive Date |
| State National Insurance Company, Inc. (CFC) | Cyber Liability | \$1,000,000 | \$5,000 | Full Prior Acts |

| <u>Renewal Program</u> | | | | |
|--|-----------------|--------------------|------------|------------------|
| Carrier | Coverage | Limit of Liability | Deductible | Retroactive Date |
| State National Insurance Company, Inc. (CFC) | Cyber Liability | \$1,000,000 | \$5,000 | Full Prior Acts |



Village of Lancaster

Premium Summary

The estimated program cost for the options are outlined in the following table:

| Line of Coverage | | Expiring | Renewal Option |
|--------------------------------|-------------------------|--|--|
| | | State National Insurance Company, Inc. (CFC) | State National Insurance Company, Inc. (CFC) |
| Cyber Liability | Premium Estimated Cost* | \$2,110.00 \$2,110.00* | \$1,690.00 \$1,690.00* |
| | TRIA (Included) | Included | Included |
| Agency Bill Administration Fee | | | \$100 |

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Crime, Cyber Liability, Package (Property, Excess Liability, General Liability, Equipment Floater - Inland Marine, Crime, Business Auto), Professional Lines Other Services (Employment Practices Liability, Directors & Officers).

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.



Village of Lancaster

Named Insured

| Named Insured | Cyber Liability |
|----------------------|-----------------|
| Village of Lancaster | X |

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Village of Lancaster

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 06/01/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

| | Coverage/Carrier |
|---|---|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Cyber Liability - State National Insurance Company, Inc. (CFC) Limit: \$1,000,000 Retention: \$5,000 Premium: \$1,690 |
| TRIA - Cyber Liability | Included |

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Additional Limits

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No – eRiskHub

Coverage Amendments and Notes:



Village of Lancaster

Fee Breakdown:

Agency Bill Administration Fee: \$100

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

Village of Lancaster

By:

Print Name (Specify Title)

Company

Signature

Date:



SYNERGEV Site Host Agreement: Village of Lancaster

Please refer to the SynergEV online MSA and T&Cs (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:

Online Master Services Agreement

<https://synergiev.com/legal>

(Last Revised June 1, 2026)

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@synergiev.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 in accordance with Section 12(c).

1. DEFINITIONS

"Certified EVSE"

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.

"Confidential Information"

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 information about the SYNERGEV Service, the Documentation, and the terms of this Agreement. Confidential Information does not include information that (i) is or becomes generally available to the public through no breach of this Agreement; (ii) was known by the recipient at or before the time of disclosure; (iii) is received from a third party not under a confidentiality obligation; or (iv) is independently developed by the recipient without breach of this Agreement.

"Documentation"

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.

"Driver"

Any driver who charges an electric vehicle using EVSE that is managed by the SYNERGEV Service.

"EVSE"

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.

"Expenses"

The out-of-pocket expenses incurred by SYNERGEV in connection with its performance of any Related Services.

2. SYNERGEV SERVICE

2(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 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 Statement of Work No. 1 attached hereto as Exhibit B). 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 terms and conditions of this Agreement and (ii) all acts and omissions of any Subscriber Affiliate as if such acts or omissions were Subscriber's own.

2(b). Restrictions

(1) Subscriber acknowledges that the SYNERGEV Service, including the know-how embodied therein, constitutes the valuable trade secrets of SYNERGEV. Subscriber may not, and may not allow others to: (a) copy, disassemble, decompile, reverse engineer, decode, modify, create derivative works based on, or customize the SYNERGEV Service or any components thereof; (b) copy, use, or commercially exploit the SYNERGEV Service

other than as expressly allowed in this Agreement; (c) distribute, assign, sell, lease, sublicense, or otherwise offer the benefits of the SYNERGEV Service to any third party; (d) access the SYNERGEV Service by any means other than through the interface provided by SYNERGEV; or (e) gain unauthorized access to the SYNERGEV Service.

(2) SYNERGEV reserves the right to suspend or permanently terminate any Subscriber Affiliate's or Driver's use of the SYNERGEV Service if SYNERGEV believes, in its sole discretion, that such use could be harmful to SYNERGEV or Subscriber, create liability, or negatively impact reputation or goodwill.

(3) Subscriber may not use the SYNERGEV Service to manage any EVSE that is not Certified EVSE.

2(c). Service Level Agreement

The maintenance of the SYNERGEV Service will be governed by the SLA attached hereto as Exhibit A.

2(d). Subscriber Responsibilities

(1) Subscriber agrees that its and all Subscriber Affiliates' and Drivers' use of the SYNERGEV Service will comply with all Legal Requirements.

(2) Except as otherwise set forth in this Agreement, Subscriber is responsible for providing, at its own expense, all EVSE, hardware, system software, access devices, networks and telecommunications required to access the SYNERGEV Service.

(3) Subscriber agrees to make available to SYNERGEV, at Subscriber's expense, any Subscriber Materials reasonably necessary for SYNERGEV to perform any Related Services, including any Subscriber Materials specified in a Statement of Work.

(4) If Subscriber moves an EVSE to a new location, Subscriber will update the location within the SYNERGEV Service within five (5) days. If Subscriber ceases operating an EVSE, Subscriber will notify SYNERGEV in writing within five (5) days.

2(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.

3. STATEMENTS OF WORK AND RELATED SERVICES

3(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.

3(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.

4. CONFIDENTIAL INFORMATION; PRESS RELEASE

4(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 who have a need to know such information in connection with the performance of its obligations under this Agreement; (ii) avoid the unauthorized use or disclosure of the other party's Confidential Information using the same degree of care it uses to safeguard 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.

These restrictions will not apply to the extent that disclosure is: (i) approved in writing by the disclosing party; (ii) necessary for the receiving party to enforce its rights under this Agreement in a legal proceeding; or (iii) required by law or order of a court 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 in any lawful action to contest or limit the scope of such required disclosure.

4(b). Equitable Relief

The parties acknowledge that (i) the covenants 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. In the event of a breach of Section 4(a), the non-breaching party will be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

4(c). Usage Data

Notwithstanding anything to the contrary in this Agreement, Subscriber hereby (i) authorizes SYNERGEV to disclose anonymized Usage Data to third party utilities and government authorities to the extent required by written agreement with such third parties; 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.

5. PAYMENT

5(a). Fees

Subscriber will pay SYNERGEV (i) the fees (collectively, the "Fees") set forth in Exhibit B and in the Sales Order, and (ii) any Expenses, by ACH in U.S. Dollars. After the Initial Term, each of the Fees will be increased by three percent (3%) in each Renewal Term, on a compounded basis.

5(b). Invoices and Terms

At the beginning of each calendar month, SYNERGEV will deliver an invoice to Subscriber for the Fees and/or Expenses due for such calendar month and any prior calendar months. Subscriber will pay each invoice within thirty (30) calendar days of the invoice date or by such other date specified in the applicable Statement of Work. If any Fee or other amount owed is past due, SYNERGEV reserves the right to (i) apply a service charge at the rate of 1.5% per month (not to exceed the maximum rate allowed by law); and/or (ii) suspend Subscriber's access to the SYNERGEV Service.

5(c). Taxes

Subscriber will 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. Subscriber will pay all Fees to SYNERGEV free and clear of, and without reduction for, any withholding taxes.

5(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.

6. TERM; TERMINATION

6(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") unless either party notifies the other of its intention not to renew at least one hundred eighty (180) days before the end of the then-current Renewal Term.

6(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.

6(c). Effects of Termination

Upon the expiration or termination of this Agreement for any reason: (i) all rights and licenses granted to Subscriber 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 of the other party's Confidential Information. Upon any termination, Subscriber will remain obligated to pay all Fees and Expenses that have accrued prior to the effective date of termination. Sections 1, 2(b), 2(e), and 4 through 11, and any provisions in the Exhibits that by their nature would reasonably be expected to survive, will survive the expiration or termination of this Agreement.

7. PROPRIETARY RIGHTS

7(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; (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; and (iv) any modifications, updates, copies, translations, improvements, derivative works, or adaptations of any of the foregoing.

7(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 solely for the purpose of performing any Related Services.

8. LIMITED WARRANTY

8(a). Mutual

Each party represents and warrants to the other 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; and (iii) does not and will not contravene, violate, or constitute a default under any Legal Requirement, judgment, decree, order, contract, or other undertaking applicable to such party.

8(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. This warranty will not apply to the extent that a breach arises from (i) any use not in accordance with this Agreement or any Legal Requirements; (ii) any use in combination with other services or products provided by Subscriber or third parties; or (iii) any modification of the SYNERGEV Service by Subscriber or any third party. SYNERGEV's sole obligation for a breach of this warranty 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 prepaid Fees for the period after such termination.

8(c). Related Services

SYNERGEV warrants that it will perform any Related Services in a professional and workmanlike manner. SYNERGEV's sole obligation 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 paid for Related Services that fail to meet the foregoing warranty.

8(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, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SYNERGEV DOES NOT WARRANT THAT THE SYNERGEV SERVICE WILL

MEET ALL OF SUBSCRIBER'S REQUIREMENTS, THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT THE SYNERGEV SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SYNERGEV DOES NOT WARRANT THAT THE SYNERGEV SERVICE WILL MEET ALL OF SUBSCRIBER'S REQUIREMENTS, THAT ITS OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT THE SYNERGEV SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8(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. SUBSCRIBER EXPRESSLY RELIEVES SYNERGEV FROM ANY AND ALL LIABILITY ARISING FROM SUBSCRIBER'S USE OF ANY SUCH THIRD-PARTY DATA.

9. LIMITATION OF LIABILITY

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

10. INDEMNIFICATION

10(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 ("Losses"), resulting from third-party claims, demands, suits, or proceedings ("Claims") arising out of or relating to (i) SYNERGEV's breach of its representations, warranties, or covenants; (ii) infringement of any valid United States copyright or trade secret by the SYNERGEV Service; and (iii) SYNERGEV's gross negligence or willful misconduct.

10(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 of or relating to (i) an alleged breach by Subscriber or any Subscriber Affiliate of any representation, warranty or covenant; (ii) the Subscriber Materials; (iii) any representations or warranties made by Subscriber to any Subscriber Affiliate, Driver, or third party concerning any aspect of the SYNERGEV Service; (iv) acts or omissions of Subscriber or any Subscriber Affiliate; and (v) Subscriber's gross negligence or willful misconduct.

10(c). Requirements

Any party seeking indemnification will (i) promptly notify the indemnifying party in writing; (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding; 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 settlement, which approval will not be unreasonably withheld or delayed.

11. INSURANCE

During the Term, SYNERGEV will maintain, with reputable insurance companies, the following 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 foregoing coverages.

12. MISCELLANEOUS

12(a). Arbitration - AMENDED

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, such dispute, claim or controversy will be resolved by and through arbitration before one (1) arbitrator, to be administered by JAMS (formerly 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.

The location of any arbitration proceeding will be mutually agreed upon by the parties in writing at the time a dispute arises; absent such agreement, arbitration will be conducted remotely via videoconference or other mutually acceptable means. **The question of whether a particular dispute is subject to arbitration under this Agreement will be determined by a court of competent jurisdiction, and not by the arbitrator.** This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs of arbitration, any proceeding in court to confirm or vacate any arbitration award, and each party's reasonable attorneys' fees will be borne by the unsuccessful party or, at the discretion of the arbitrator(s), prorated in such proportion as the arbitrator(s) determine(s) to be equitable.

12(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 govern the license and delivery of technology and products abroad, including the Export Administration Regulations ("EAR"). Subscriber agrees to comply in all respects with the export and re-export restrictions applicable to the SYNERGEV Service.

12(c). Entire Agreement; Amendments - AMENDED

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 any purchase orders or other business forms drafted by Subscriber, which are hereby terminated and of no further force or effect.

SYNERGEV may amend this Agreement at any time by posting an updated version and providing Subscriber with written notice. **For non-material amendments** (such as updates required by law, corrections of typographical errors, or clarifications that do not reduce Subscriber's rights), the amendment will take effect upon posting. **For material amendments** (including any change to pricing, service scope, liability, or dispute resolution), SYNERGEV will provide Subscriber with at least thirty (30) days' prior written notice.

If Subscriber has concerns regarding a material amendment, Subscriber will notify SYNERGEV in writing within fifteen (15) days of receiving such notice, and the parties will engage in good-faith negotiations for a period of no less than fifteen (15) days to reach a

mutually agreeable resolution (the "Negotiation Period"). SYNERGEV will give reasonable consideration to Subscriber's concerns, including the possibility of maintaining prior terms for the remainder of the then-current Term.

If the parties are unable to reach a resolution by the end of the Negotiation Period, Subscriber may either (i) accept the amended terms, in which case continued use of the SYNERGEV Service will constitute acceptance, or (ii) terminate this Agreement without penalty by providing written notice to SYNERGEV, with termination effective at the end of the thirty (30) day notice period. In the absence of written objection within fifteen (15) days of SYNERGEV's amendment notice, Subscriber's continued use of the SYNERGEV Service will constitute acceptance of the amended terms.

12(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.

12(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.

12(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 by Subscriber will be null and void.

12(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.

12(h). Law; Venue - AMENDED

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. **Notwithstanding the foregoing, to the extent Subscriber is a governmental entity or political subdivision, this Agreement will be governed by and construed in accordance with the laws of the state in which Subscriber is organized or operates, and any legal proceedings arising out of or relating to this Agreement may be brought in a court of competent jurisdiction in such state.**

12(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) registered mail, return receipt requested; (2) overnight delivery service; (3) e-mail; or (4) hand delivery. 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.

12(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.

12(k). Construction - AMENDED

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. **In the event of any ambiguity in the meaning or interpretation of any provision of this Agreement, such ambiguity will be resolved in accordance with applicable rules of contractual construction, including, where appropriate, the principle that ambiguous language may be construed against the drafting party.**

12(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.

12(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

1. DEFINITIONS

"Error"

An event that causes interruption to, or a reduction in, the quality of, the Software.

"EV"

Electric vehicle.

"EVSE"

The hardware components (electric vehicle supply equipment) that make up an EV charging station.

"Host"

The owner or operator of an EV charging station.]

"Response Time"

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.

"Resolution Time"

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.

"Scheduled Downtime"

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 for which SYNERGEV has provided Subscriber with at least 48 hours prior notice. Software downtime that occurs any Tuesday between 2:00 a.m. and 4:00 a.m. Pacific Time will qualify as Scheduled Downtime without prior notice. SYNERGEV will use commercially reasonable efforts to perform Scheduled Downtime from 11:00 p.m. to 4:00 a.m. Pacific Time.

"Software"

The software included within the SYNERGEV Service.

"Unscheduled Downtime"

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. 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

3(a). Categorization of Errors

The Severity Level of any Error will be determined by SYNERGEV in its reasonable discretion.

3(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. SYNERGEV is not obligated to remedy any Error caused by user error, Subscriber's failure to use 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, 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.

10(c). Requirements

Any party seeking indemnification will (i) promptly notify the indemnifying party in writing; (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding; 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 settlement, which approval will not be unreasonably withheld or delayed.

4. 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 communicated to Subscriber at the time of onboarding.

EXHIBIT B — Statement of Work No. 1 – synergEV Network

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 communicated to Subscriber at the time of onboarding.

1. DEFINITIONS

"Charging Session"

A Driver's use of an EVSE to charge such Driver's electric vehicle.

"Driver Transaction Fee"

The fee charged by SYNERGEV per Charging Session, equal to 4% of the applicable Session Fee plus \$0.25 per Charging Session, or such other rate as specified in the applicable Sales Order.

"Regulatory Charges"

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.

"Session Fees"

Any and all fees collected by SYNERGEV for each Charging Session, including any applicable Taxes and/or Regulatory Charges.

"SYNERGEV Service"

Collectively, (i) the object code versions of SYNERGEV's web-based software that manages the networks to which EVSEs are connected, including dashboard, reporting suite, flexible pricing policies, EVSE station access control, OCPI integrations, and compatibility with virtually any OCPP1.6 (or most up-to-date version) JSON-enabled hardware; (ii) the Mobile App; (iii) the Documentation; and (iv) Updates to any of the foregoing.

"Taxes"

Sales, use, and other taxes imposed by applicable taxing authorities with respect to a Charging Session.

2. TERRITORY

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

3. 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.

4. RELATED SERVICES

4(a). Setup and Configuration Services

SYNERGEV will (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.

4(b). Managed Services

SYNERGEV will actively monitor and optimize the Subscriber EVSE through the length of the Term.

4(c). Additional Services

Any services requested by Subscriber that are outside the scope of this SOW will be considered "Additional Services." Subscriber will pay hourly rates for such Additional Services, or the parties will enter into a separate Statement of Work for such Additional Services prior to their provision.

5. COMPENSATION

5(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 and will remit such fees to Subscriber within thirty (30) days after the end of the calendar quarter in which such Session Fees were collected, after deducting the applicable Driver Transaction Fees and any applicable Taxes and Regulatory Charges.

5(b). Driver Transaction Fee

SYNERGEV will charge and collect, for its own account, the Driver Transaction Fee with respect to each Charging Session. **The Driver Transaction Fee is 4% of the applicable Session Fee plus \$0.25 per Charging Session unless a different rate is specified in the applicable Sales Order, in which case the rate set forth in the Sales Order will control.**

5(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).

5(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.

INVOICE

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

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

RESOLUTION # 10
MEETING DATE 6/8/2026
synergEV

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. | DCFC Commissioning Support | 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

VISA   BANK   

[View and pay](#)

RESOLUTION # 11
MEETING DATE 6/8/2026



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 |
| | | | | Total | \$9,890.81 |

Accepted date

Accepted by



Village of Lancaster

www.lancastervillage.org

June 8, 2026

Subject: Letter of Commitment – Plate to Field Project Partnership

To Whom It May Concern:

On behalf of the Village of Lancaster, I am pleased to confirm our commitment to partner with Erie County on the Plate to Field project, funded through the New York State Department of Environmental Conservation's Climate Smart Communities program.

The Village of Lancaster recognizes the importance of reducing food waste, promoting composting, and advancing sustainability efforts within our community. By working with Erie County, we are committed to continuing a residential food scrap drop-off program and supporting community outreach and education to ensure its success.

Specifically, the Village agrees to:

- Designate a municipal project contact to coordinate with Erie County staff.
- Continue to host at least one residential food scrap drop-off site within the municipality.
- Assist in planning and hosting at least one community education event to raise awareness about food waste reduction and composting.
- Support data collection efforts by providing site photos, usage metrics, and feedback to Erie County.

We look forward to collaborating with Erie County.

Sincerely,

William Schroeder
Mayor


Reconnection, Erie County Plate to Field

From We Radiate <weradiateny@gmail.com>

Date Tue 5/26/2026 1:37 PM

To Amy Stypa <AStypa@lancastervillageny.gov>; Hamilton, Tyler <Tyler.Hamilton@erie.gov>

Cc Sustainability <sustainability@lancastervillage.org>; We Radiate <sashti@weradiate.com>

 3 attachments (178 KB)

Alden Letter of Commitment.pdf; Alden Letter of Commitment Template.docx; Plate to Field Poster.pdf;



Caution: External (weradiateny@gmail.com)

QR Code [Details](#)

Beware of unexpected QR codes from unknown senders.

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

Dear Amy,

It was a wonderful to reconnect and discuss potential partnership opportunities. Here are details about the program which can be shared below.

The Plate to Field Project is a 3-year grant with the Erie County Department of Environment & Planning and subcontractor, WeRadiate, to partner with 5 municipalities within Erie County to divert residential food waste. Resources, guidance, and insights are provided through the NYS Department of Conversation funding which can be viewed below.

Our project's main components are customizable and include:

- Develop an Organics Management Plan (OMP) specific to its needs, capacity, and vision for each municipality. The OMP will serve as a roadmap outlining the goals and strategies for food waste reduction and organics recycling.
- Create pilot program or provide guidance on an existing program(s) collecting food scraps from residents and/or assist with diversion efforts to local recyclers such as compost facility, anaerobic digester, animal feed, etc.
- Identify and engage with volunteer groups and committees to champion and support outreach efforts through hands-on learning, trainings, and educational workshops on the importance of food waste diversion.
- Design resources such as educational flyers and provide infrastructure such as totes for food scrap collection.
- Assist with Climate Smart Community certifications.

We require a letter of commitment or MOU from the Village to take part in this effort. No funds are being requested for this opportunity nor do we expect additional burden to be placed on staff members to partner with us from the Village of Lancaster. A template and example letter of commitment from the Village of Alden is included.

If you have additional questions, please reach out directly to either Tyler.Hamilton@erie.gov or Sashti@WeRadiate.com. An attached flyer with further details is included.

Sincerely,
Sashti and Tyler

PS: Award announcement from the

DEC: https://extapps.dec.ny.gov/docs/administration_pdf/21cscawards.pdf

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Let's schedule a meeting: calendly.com/we-radiate/30min

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is by and between the Village of Lancaster, New York (the "Village") and CSEA Local 1000, AFSCME, AFL-CIO, Village of Lancaster DPW Local 815-6743 (the "Union"). The Village and Union may be collectively referred to herein as the "Parties."

THE VILLAGE AND UNION HEREBY AGREE AS FOLLOWS:

1. The terms of this MOA shall apply solely to bargaining unit members who have reached or who will reach their 30th anniversary of employment prior to May 31, 2030. These employees shall be referred to as a "Covered Employee."
2. Any Covered Employee who has already reached their 30th shall receive fully paid health insurance and vision insurance until Medicare eligible if they retire from the Village of Lancaster within eight months of the signing of this agreement. The Village will continue to provide the same insurance coverage as provided during the Covered Employee's active employment (applicable coverage where there are dependents, single coverage where there are no dependents). Coverage ceases upon the employee becoming eligible for Medicare coverage.
3. Any Covered Employee who has not yet reached their 30th anniversary, but who will do so before May 31, 2030, shall receive fully paid health insurance and vision insurance until Medicare eligible if they retire from the Village of Lancaster within 30 days after reaching their 30th anniversary. The Village will continue to provide the same insurance coverage as provided during the Covered Employee's active employment (applicable coverage where there are dependents, single coverage where there are no

dependents). Coverage ceases upon the employee becoming eligible for Medicare coverage.

4. Any Covered Employee who retires from Village service within the terms above shall also have the ability to receive 40 percent of the value of any sick days on the books at the time of retirement.
5. Any Covered Employee who retires from Village service after May 31, 2030 shall not be subject to this MOA, and instead such Covered Employee's entitlement to retiree health insurance coverage, and the terms of such coverage, shall be governed by the terms of the collective bargaining agreement.
6. This MOA is limited to the particular circumstances of this matter, and shall be without practice, admission or precedence with regard to any other matter.

FOR THE VILLAGE:

FOR THE UNION:

Willam Schroeder, Mayor

Karl Schurkus, President

Date



Lynn Miller,

Labor Relations Specialist



Employer Participation Agreement

To: U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust

We, the employer named below, wish to participate in and obtain group insurance from Metropolitan Life Insurance Company ("MetLife") providing benefits under and subject to the provisions of the group policy issued by MetLife to the U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust that provides the group insurance coverage selected below:

| Coverage | Employees Only | Employees and Dependents |
|--|-------------------------------------|--------------------------|
| Basic Life Insurance and Accidental Death and Dismemberment Insurance | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Basic Life Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Supplemental Life Insurance and Accidental Death and Dismemberment Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Supplemental Life Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Dental Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Vision Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Long Term Disability Insurance | <input type="checkbox"/> | |
| Short Term Disability Insurance | <input type="checkbox"/> | |
| Accident Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Critical Illness Insurance | <input type="checkbox"/> | <input type="checkbox"/> |
| Hospital Indemnity Insurance | <input type="checkbox"/> | <input type="checkbox"/> |

We request that the group insurance indicated above become effective July 1 2026
 Mo. Day Year

We hereby agree to be bound by the terms, conditions and provisions of the group insurance arrangement, including the policy, certain provisions of which are summarized at the end of this Agreement. We understand that the insurance will not become effective until this Employer Participation Agreement is accepted by or on behalf of the U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust by MetLife for the insurance involved. No insurance for any person proposed for coverage will become effective until that person has applied for such insurance and such person's enrollment form has been approved by MetLife, if MetLife's approval of such person is required. If our coverage becomes effective, we shall be deemed a Participating Employer under the policy issued to the U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust.

We further understand that, if the group insurance indicated above will replace existing coverage, the basis for the premium rate quoted by MetLife was the reliance placed by MetLife on the accuracy and completeness of the documentation substantiating the scope and level of the coverage previously in force and the rate we were previously paying. We agree that if, subsequent to the date the insurance indicated above becomes effective, such documentation shall be found to have been inaccurate or incomplete, MetLife may, retroactively to the effective date of coverage, adjust the rate for such insurance to the rate that would have been applicable if MetLife had known the true state of facts. Finally, we understand that the policy is subject to termination by the U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust.

Lancaster Fire Department

Date

Name of Employer

Signature & Title

=====

Summary of certain terms, conditions and provisions of the Policy referred to above:

- (1) **Definition of Participating Employer:** The term "Participating Employer" means an employer that has executed an Employer Participation Agreement to insure its employees through the policy that is issued to the U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust.
- (2) **Definition of Employee:** The term "Employee" means a person who is directly employed and compensated for services by a Participating Employer and who is in a class designated as eligible for insurance by that Participating Employer. No person may be considered an Employee of more than one Participating Employer, nor may any class of Employees be designated as eligible for insurance without the consent of MetLife.
- (3) **MetLife's Responsibility:** In return for a Participating Employer's payment of premiums when they fall due, MetLife will provide the insurance and pay the benefits described in the group insurance certificate furnished to that Participating Employer for delivery to the Participating Employer's covered Employees.
- (4) **Premium Due Dates:** Premiums are due and payable by each Participating Employer on the first day of each month for which insurance coverage for that Participating Employer is to be provided. The Participating Employer's first premium must be paid within 31 days of the effective date of the Participating Employer's coverage. If a premium payment, other than the Participating Employer's first premium payment, is not received within 31 days after the due date, coverage under the policy with respect to that Participating Employer will terminate on the earlier of the 31st day following the due date and the date requested in writing by the Participating Employer, provided such request is made before such 30th day following the due date. The Participating Employer will be liable for the payment of the premium which accrues while any coverage remains in force.
- (5) **Change in Rates:** MetLife may change any or all of the premium rates without prior notice if there is a change in the policy; when a class of eligible persons is added to or deleted from a Participating Employer's plan; when, with MetLife's consent, a Participating Employer's subsidiary, affiliate, divisions branch or other similar entity is added to or deleted from the policy; when there is a significant change in the geographic distribution of insured Employees; when applicable law requires a change in insurance or the class of persons eligible for insurance; or when a Participating Employer's premium due date coincides with or next follows: a change greater than 10% in the number of covered persons or a change greater than 10% in the amount of insurance. MetLife may change rates for any coverage at any time if data furnished to MetLife, and relied upon by MetLife as a basis for its rates, is found to be inaccurate or incomplete.
- (6) **Information Needed and Policy Administration.** All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder and Participating Employer to MetLife. Such information:
 - Will be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder;
 - Will be provided, maintained and administered as agreed to in Writing by MetLife and the Policyholder; and
 - If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder or the Participating Employer makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder or Participating Employer that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements; including but not limited to the eligibility requirements of the Policyholder's plan or Participating Employer's plan as set forth in the certificates to this policy.

- (7) **Termination:** In addition to the termination provisions set forth above, MetLife will have the right to terminate the policy on any policy anniversary and the right to terminate the Participating Employer's plan: on a date premium is not paid when due; or on any premium due date upon 30 days notice if less than 25% of the eligible Employees are insured for contributory insurance; or fewer than 100% of the eligible Employees are insured for non-contributory insurance; or less than 25% of all eligible dependents are insured for contributory dependent insurance. MetLife may also terminate the Participating Employer's plan on any premium due date by giving 30 days notice if the Participating Employer fails to provide information on a timely basis or perform any obligations required by the policy or any applicable law; or on the date a Participating Employer ceases to satisfy the criteria for a Participating Employer as contained in the definition of Participating Employer upon 30 days notice. The Participating Employer may end the plan by giving 30 days notice to MetLife or the U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust. The plan will end on the later of: the date stated in the notice or the date the notice is received. If a plan ends all premiums due for the plan must be paid. MetLife will refund any unearned premium.
- (8) **Changes in the Policy:** The policy may be changed at any time without the consent of the covered persons or anyone else with a beneficial interest in it. MetLife will issue amendments or endorsements to effect such changes. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the insurance provided under certificates issued before the effective date of the change, unless retroactivity is consistent with applicable law. An officer of MetLife must approve in writing any change or waiver of the terms and provisions of this policy. A sales representative or other MetLife employee, who is not an officer of MetLife, does not have MetLife's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment signed by an officer of MetLife, and the Policyholder or its designee. An endorsement will be signed by an officer of MetLife. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to the policy.

January 12, 2026

Subject: Policyholder Transition Notice

Dear Valued Client,

We are excited to announce that, effective on your renewal date, your coverage will be transitioning from Combined Insurance Company of America to Metropolitan Life Insurance Company (MetLife). This change reflects our ongoing commitment to providing enhanced benefits and comprehensive protection for our members.

Attention

To complete the transition, you are required to sign and return the included request for participation in the MetLife Trust or Group Application.

Please take a moment to review the following updates to your policy. While most features remain comparable, there are important changes and enhancements we would like to bring to your attention.

Contract Provision Updates

- **Burial and Cremation Rider:**
The current lump sum benefit of \$5,000, payable only in cases of accidental death, will be discontinued.
- **Covered Activity Accidental Death and Dismemberment is now Job-Related Injury Benefit:**
The life benefit will be doubled in the event of a job-related injury resulting in death for all members.

Policy Enhancements:

- **Third Degree Burn Coverage:**
Now covered for losses occurring both on and off the job.
- **Rehabilitation Physical Therapy:**
Now covered for losses occurring both on and off the job. Previously offered as an optional rider, this valuable protection is now built into the plan for all members
- **Basic Life Coverage- No Suicide Exclusion:**
Suicide exclusions have been removed from the Basic Life Policy.
- **Accelerated Death Benefit:**
Permits acceleration of 80% of the death benefit vs 50% and there is no associated admin or interest fee to accelerate.
- **AD&D Enhancements:**
 - **Airbag Benefit:** 5% of the full AD&D amount, with a minimum of \$1,000 and maximum of \$10,000.
 - **Seatbelt Benefit:** 10% of the full AD&D amount, with a minimum of \$1,000 and a maximum of \$25,000.
 - **Common Carrier Benefit:** 100% of the AD&D amount if death results from an accidental injury while traveling as a passenger on a common carrier.

New Terminology

- Employer means Emergency Service Organization.
- Employee means insured member of the Emergency Service Organization.
- Job means firematic duties.

We believe this transition offers meaningful improvements to your coverage and additional protections that better serve our members' needs. Please review these changes carefully, and don't hesitate to reach out if you have questions.

Thank you for your continued Trust.

Sincerely,

Your Dedicated Glatfelter Specialty Benefits Team

Important Note:

This communication is intended to highlight key updates and enhancements to your coverage. It does not include all plan provisions, limitations, or exclusions. For complete details, please refer to your official plan documents or contact us directly for further clarification.



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group No.: 264105-MET-302006-00
Policyholder: U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust
Participating Employer: VILLAGE OF LANCASTER
Effective Date: 07/01/2026

The certificate is changed as follows:

Applicable to Life Insurance and Accidental Death and Dismemberment Insurance for Active Employees of Your Participating Employer

- 1. In the **SCHEDULE OF BENEFITS**, replace **Basic Life Insurance** under **Life Insurance For You** with the following:

Basic Life for Active Employees

| Class | Benefit |
|--------------|----------------|
| Class I | \$10,000.00 |

Accelerated Benefit Option Up to 80% of Your Basic Life amount

- 2. In the **SCHEDULE OF BENEFITS**, replace **Full Amount for AD&D** under **Accidental Death and Dismemberment Insurance (AD&D) For You** with the following:

Full Amount AD&D for Active Employees

| Class | Benefit |
|--------------|----------------|
| Class I | \$10,000.00 |

CERTIFICATE RIDER (Continued)

Group No.: 264105-MET-302006-00

Policyholder: U.S. Bank National Association, as Trustees of the MetLife Pennsylvania Multiple Employer Trust

Effective Date: 07/01/2026

3. In the **SCHEDULE OF BENEFITS**, for Basic Life and Accidental Death and Dismemberment Insurance add the following age-based benefit reduction:

Benefit amount reduces to the amounts shown below

| Class | Benefit |
|--------------|------------------|
| Class I | \$0.00 at age 65 |

4. In **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**, replace **ELIGIBLE CLASS(ES)** with the following:

ELIGIBLE CLASS(ES)

| Class | Class Eligibility |
|--------------|---|
| Class I | All active Volunteer members under the age of 65 of the Emergency Service Organization. |

This rider is to be attached to and made part of the certificate.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT, effective as of the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver ("Effective Date of the Agreement") between

Village of Lancaster, 5423 Broadway, Lancaster, NY 14086

("Owner") and

Wm Schutt & Associates, PC, 37 Central Avenue, Lancaster, NY 14086

("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time, the Owner may request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions that shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will specify the services to be performed and the deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, or (2) state the scope of services in the Task Order document itself. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder from the Effective Date of the Agreement until May 31, 2027, unless otherwise extended by written agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner

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shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer's services do not include providing legal advice or representation.
- L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the

issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- M. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other

Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order*: The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of

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receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of New York.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 - 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably

contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 Indemnification and Mutual Waiver

- ~~A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.~~
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
 - C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
 - D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
 - E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer, which is to be used by a Contractor in requesting progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer that requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

- A. Exhibit A: Not Used.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C: Not Used.
- D. Exhibit D: Not Used.
- E. Exhibit E: Not Used.
- F. Exhibit F: Not Used.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H: Not Used.
- I. Exhibit I: Not Used.
- J. Exhibit J: Not Used.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.
- L. Exhibit L, Schedule A – Revisions to Agreement.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based, whenever possible, on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and the responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the execution of the Agreement;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By: _____

Print Name: William Schroeder

Title: Mayor

Date Signed: _____

ENGINEER:

By:  _____

Print Name: William E. Schutt, PE

Title: President

Date Signed: May 18, 2026

Address for Owner's receipt of notices:

5423 Broadway

Lancaster, NY 14086

Address for Engineer's receipt of notices:

37 Central Avenue

Lancaster, NY 14086

**DESIGNATED REPRESENTATIVE
(Paragraph 8.04):**

**DESIGNATED REPRESENTATIVE
(Paragraph 8.04):**

William E. Schutt, PE

Title: _____

Title: President

Phone Number: _____

Phone Number: 716-683-5961

E-Mail Address: _____

E-Mail Address: wschutt@wmschutt.com

**SUGGESTED FORM OF
TASK ORDER
ATTACHMENT 1**

| |
|--|
| This is Task Order No. _____, consisting of _____ pages. |
|--|

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] *[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]*

[or]

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: *[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]*

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - [or] [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate "Does not apply" or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: *[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate "None" here in 2.D, or delete 2.D in its entirety.]*

E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] *[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]*

[or]

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: *[Revise and amend for each specific Task Order.]*

| <u>Party</u> | <u>Action</u> | <u>Schedule</u> |
|--------------|---|--|
| Engineer | Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner. | Within [] days of the Effective Date of the Task Order. |
| Owner | Submit comments regarding Report and other Study and Report Phase deliverables to Engineer. | Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer. |
| Engineer | Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner. | Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables. |
| Engineer | Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner. | Within [] days of Owner’s authorization to proceed with Preliminary Design Phase services. |

Task Order Form

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| | | |
|----------|---|--|
| Owner | Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer. | Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer. |
| Engineer | Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner. | Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables. |
| Engineer | Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner. | Within [] days of Owner's authorization to proceed with Final Design Phase services. |
| Owner | Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer. | Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer. |
| Engineer | Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner. | Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables |

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

| Description of Service | Amount | Basis of Compensation |
|---|--------|-----------------------|
| 1. Basic Services (Part 1 of Exhibit A) | \$[] | [] |
| a. Study and Report Phase (A1.01) | \$[] | [] |
| b. Preliminary and Final Design Phase (A1.02, A1.03) | \$[] | [] |
| c. Bidding or Negotiating Phase (A1.04) | \$[] | [] |
| d. Construction Phase (A1.05)* | \$[] | [] |
| e. Resident Project Representative Services* (A1.05.A.2). | \$[] | [] |
| f. Post-Construction Phase (A1.06) | \$[] | [] |
| g. Commissioning Phase (A1.07) | \$[] | [] |
| h. Other Services (see A1.08, and 2.D above) | \$[] | [] |
| | | |
| TOTAL COMPENSATION (lines 1.a-h) | \$[] | |
| | | |
| 2. Additional Services (Part 2 of Exhibit A) | (N/A) | [] |

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a []-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B- Owner's Responsibilities

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and American Society of Civil Engineers. All rights reserved.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B— Owner's Responsibilities

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This is **EXHIBIT G**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

- Each occurrence \$2,000,000, personal injury \$2,000,000,
general aggregate \$4,000,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2025

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

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

| | | | |
|--|--|--|--|
| PRODUCER Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031 | | CONTACT NAME: Debra D'Anniballe PHONE (A/C, No, Ext): (716) 631-0190 FAX (A/C, No): (716) 631-0198 E-MAIL ADDRESS: ddanniballe@efm-agency.com | |
| INSURED Wm Schutt & Associates, P.C. 37 Central Ave Lancaster NY 14086-2143 | | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. Of Ct NAIC # 25682 INSURER B: Travelers Casualty Insurance Company Of America 19046 INSURER C: Travelers Indemnity Co 25658 INSURER D: Phoenix Insurance Co 25623 INSURER E: Travelers Casualty And Surety Co 19038 INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL2512418312 **REVISION NUMBER:**


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | Y | 6807W249931 | 01/03/2026 | 01/03/2027 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA7W252112 | 01/03/2026 | 01/03/2027 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP6X118836 | 01/03/2026 | 01/03/2027 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N | UB4X415651 | 12/15/2025 | 12/15/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional Liability | | | 106845273 | 01/03/2026 | 01/03/2027 | Per Claim 2,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Lancaster is additional insured on a primary and noncontributory basis as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date

Date

Signed: _____

Signed: _____

This is EXHIBIT L, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition.

Schedule A – Revisions to Agreement

The Agreement between the Village of Lancaster and Wm Schutt & Associates, stated to be effective the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver, shall be revised and supplemented as follows:

1) Section 4.01 A “Invoices” shall be supplemented with the following language to follow that stated therein:

In those instances when compensation due the Engineer is calculated based upon an hourly rate and reimbursable expense schedule, invoices shall particularize the following for each item of service: the date of service, the initials or other identification of the person performing the service, the classification of the person performing the service as listed in the hourly rate schedule, the time expended to the 10th of an hour, the hourly rate per the hourly rate schedule, and a description of the service. There shall be no charge for consultants engaged pursuant to the provisions of §6.01C without the owner's prior written consent.

Reimbursable expenses shall not include the expense of regular mail or other delivery when delivery by regular mail would suffice.

2) Section 6.05 D “Insurance” shall be supplemented with the following language to follow that stated therein:

Attached to each certificate of insurance for policies upon which the owner or engineer is to be listed as an additional insured, there shall be a copy of the additional insured endorsement.

3) Section 6.11A “Indemnification by Engineer” shall be replaced in its entirety by the following language;

To the fullest extent permitted by law, Engineer shall defend, indemnify, and hold harmless the Owner, its officers and employees from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of this agreement, provided that any such claim, damage, liability, loss or expense is

1) attributable to bodily injury, sickness, disease, or death, or physical injury to tangible property, and

2) is caused in whole or in part by any actual or alleged:

a) act or omission of Engineer or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or

b) a violation of any statutory duty, regulation, ordinance, rule, or obligation by the Engineer, provided that the violation arises out of or is in any way connected with the Engineer's performance or lack of performance of the agreement.

4) Sections 7.01 A "Defined Terms", subsections 19 "Effective Date of the Agreement" and 20 "Effective Date of the Task Order" shall be supplemented with the following language:

The Agreement/Task Order may be executed in counterpart, each executed copy of which shall be deemed an original, but all of which shall constitute one and the same agreement. The Agreement/Task Order shall become effective upon the date both parties have provided the other with a copy of that party's execution.

Engineer

Owner

Wm Schutt & Associates, PC

Village of Lancaster

By  _____

By _____

Title President _____

Title _____

Date May 18, 2024 _____

Date _____

TASK ORDER No. 1

RESOLUTION # 18
MEETING DATE 6/8/2026

This is Task Order No. 1,
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: The date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
- B. Owner: Village of Lancaster
- C. Engineer: Wm Schutt & Associates, PC
- D. Specific Project (title): Recurring Village Engineer Tasks

2. Services of Engineer

- A. The specific "recurring" services to be provided or furnished by Engineer under this Task Order are:
- **Village Board** – Prepare Progress Reports of Village Engineer services rendered and submit to Village Board prior to Village Board meetings. Review Village Board meeting "packets" and comment, if warranted. Monitor the Village Board meetings on YouTube.
 - **Planning Commission** – Review and comment on Site Plan applications and SEQR Unlisted and Type I actions that involve coordinated reviews, provided that the proposed action will not cause a significant adverse environmental impact and will result in the issuance of a Negative Declaration.
 - **Stormwater Management Officer** – In accordance with Village Code Chapter 292 Stormwater Management, fulfill the duties of the Stormwater Management Officer (SMO). Represent the Village during meetings of the WNY Stormwater Coalition. Note that this does not include the performance of any inspections listed within paragraph 292-6 Construction Inspection.
 - **Assist Floodplain Administrator** – In accordance with Village Code Chapter 160 Flood Damage Prevention, assist, as requested, the Superintendent of Public Works in fulfilling his duties as Floodplain Administrator. Note that this does not include the

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- performance of any inspections listed within paragraph 160-13E Inspections or providing services associated with paragraph 160-20 Variance Procedure.
 - **Erie County Sewer District No. 4** – Represent the Village during meetings of the Erie County Sewer District No. 4 Board of Managers.
 - **Village Sewer Committee** – Participate in quarterly Village Sewer Committee meetings.
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
- In-person attendance of Village Board, Planning Commission, or ZBA meetings.
 - SEQR services where proposed action may have a significant adverse impact on the environment, leading to a Positive Declaration and requiring an Environmental Impact Statement (EIS).
 - Preparation of applications, estimates, and other supporting documents for grants, loans, and bonds.
 - Conducting boundary and topographic field surveys, along with preparing related mapping and legal descriptions.
 - Providing construction surveys and staking.
 - Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings, maps, or other information furnished by Owner or others.
 - Services to make design drawings, specifications, or construction contract documents.
 - Services to prepare sketches, renderings, or models for the Owner's use.
 - Services to prepare and issue Requests for Proposals.
 - Services to prepare bidding-related documents or other procurement documents.
 - Providing assistance in responding to or investigating the presence of any Constituent of Concern or Illicit Discharge.
 - Providing Construction (Administration/Management) Phase or Construction Inspection services.
 - Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

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Services to commence as of the Effective Date and continue until May 31, 2027, unless otherwise extended by written agreement.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

- Owner shall pay Engineer a monthly fee of **\$3,250.00** for services rendered under this Task Order.
- Excluded services governed by 292-6 Construction Inspection, 160-13E Inspections, and 160-20 Variance Procedure will be compensated on an hourly basis at the Hourly Billing Rates, plus any expenses eligible for reimbursement.

B. The terms of payment are set forth in Article 4 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order:

It is assumed that no M/WBE or SDVOB requirements apply to this Task Order.

8. Other Modifications to Agreement and Exhibits:

None

9. Attachments:

Engineer's 2026 Hourly Billing Rate and Reimbursable Expense Schedule

10. Other Documents Incorporated by Reference:

None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:
By: _____

Print Name: William Schroeder

Title: Mayor

Date Signed: _____

ENGINEER:
By:  _____

Print Name: William E. Schutt, PE

Title: President

Date Signed: May 18, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: William E. Schutt, PE

Title: President

Address: 37 Central Ave, Lancaster, NY 14086

E-Mail Address: wschutt@wmschutt.com

Phone: 716-683-5961

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TASK ORDER No. 2

This is Task Order No. 2,
consisting of 6 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: The date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
- B. Owner: Village of Lancaster
- C. Engineer: Wm Schutt & Associates, PC
- D. Specific Project (title): Russell J. Salvatore Lancaster Village Pavilion
- E. Specific Project (description): The “**Russell J. Salvatore Lancaster Village Pavilion**” will consist of a new outdoor structure with an approximate stage area of 25 feet by 17 feet. It will be located within Cayuga Creek Park, specifically east of North Aurora Street and south of West Main Street. This facility is designed as a flexible public venue for:
- Performances.
 - Community events.
 - Seasonal activities.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

This project integrates land surveying, civil engineering, architecture, geotechnical, and electrical services through a collaborative team of experts.

Project Team

Wm Schutt Associates will lead the project and engage the following specialized consultants to assist:

- **Architectural & Structural Services:** K1 Architecture, PLLC.
- **Electrical Engineering Services:** EBS Engineering, PC.
- **Geotechnical Services:** Glynn Group Engineering & Architecture, PLLC

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Page 1 of 6

Scope of Professional Services

1) Topographic Survey & Base Mapping Phase

- **Surveyor (Wm Schutt):** Perform topographic survey and prepare base map.
 - This is a public works project, and our survey fieldwork is subject to the New York State Department of Labor Prevailing Wages under Section 220 of the Labor Law, as applicable.
 - A topographical base map shall be prepared using the NAD83 and NAVD88 datums and the NYS Plane Coordinate System – West Zone to accurately define and locate existing buildings, structures, drives, parking lots, property lines, public/private utilities, and elevations for use in subsequent planning and design.

2) Final Design Phase

The design team will collaborate to provide a complete set of construction documents. A Conceptual Site Plan and Rendering of the Pavilion have previously been developed and submitted to the Village.

- **Civil Engineering (Wm Schutt):** Perform civil (site) engineering design, prepare SEQR documents, and apply for regulatory approvals.
 - The Design Phase will begin with a Project Kick-off Meeting, during which we will introduce our project team (key staff and subconsultants), establish communication protocols, and review the project understanding, scope of work, schedule, and other requirements.
 - Prepare working drawings, including plans, elevations, sections, and details, plus notes and schedules, that illustrate the design, location, size, and dimensions of the project and its parts for bidding and construction. Civil drawings shall be coordinated with and referenced to the other working drawings.
 - Prepare a project manual using EJCDC documents. The basis of the bid will be unit prices. Estimated quantities will be provided in the bid form for each unit price item as defined in the specifications.
 - This is a public works project and is subject to the New York State Department of Labor Prevailing Wages under Section 220 of the Labor Law, as applicable.
- **Architectural, Geotechnical, & Structural (K1 & Glynn Group):**
 - Perform a site visit to examine site conditions, the proposed building footprint, and the location of boring B-3.
 - Review the soil boring log B-3 performed by NW Contracting.

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- Prepare a geotechnical evaluation letter addressing allowable bearing capacity, subgrade preparation, foundation recommendations, slab-on-grade recommendations, and construction recommendations.
 - Provide preliminary design coordination and prepare drawings and technical specifications.
 - Provide final architectural and structural drawings.
 - Submit to the Village Planning Commission and the Historical Preservation Commission.
- **Electrical Engineering (EBS):**
 - Evaluate the feasibility of the existing service and design the power distribution, including a lockable main breaker and panelboard.
 - Design stage performance lighting (nominal 5000K), general pavilion lighting, and dedicated donor signage lighting.
 - Provide receptacles at ceiling/truss locations, columns, masonry back walls, and remote sound board locations.
 - Prepare COMcheck documentation for New York State Energy Code compliance.

3) Bidding and Award Phase

The team will assist the Village in securing a qualified contractor.

- Work will be performed by one prime contractor.
- Advertise for bids, use Avalon Document Services for distribution, and maintain contractor records.
- Respond to bidder RFIs, prepare and issue addenda, and review bidder qualifications.
- Attend the bid opening, prepare bid tabulations, and provide a Recommendation to Award.
- Prepare conformed contract documents and distribute them for execution by the Village and the low bidder. Prepare and issue a Notice to Proceed.

4) Construction Administration/Management Phase

During construction, the Engineer and consultants will act as the Owner's representative.

- Chair pre-construction and progress meetings.
- Review and approve contractor submittals, shop drawings, and schedules.
- Visit the site at appropriate intervals to monitor progress and quality and to determine whether the work is proceeding in accordance with the contract documents.
- Review contractor pay applications and determine recommended payment amounts.
- Determine completion status, conduct final inspections, and prepare close-out documents, including final payment applications.

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- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Providing construction surveys and staking.
- Providing full-time Construction Inspection Services.
- Assisting in responding to or investigating the presence of any Constituent of Concern or Illicit Discharge.
- Preparing to serve, or serving, as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding, including hazardous materials identification or handling.
- Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- Preparing Record Drawings and furnishing such Record Drawings to Owner.
- Providing renderings or models for the Owner's use.
- Audio/visual system design (power only is included).
- Solar designs, large HVAC, and full fire protection/sprinkler systems.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

| Phase | Description | Duration |
|-------|-----------------------------------|----------|
| 1 | Topographic Survey & Base Mapping | 3 Weeks |
| 2 | Final Design | 10 Weeks |

| Phase | Description | Duration |
|--------------|--|-----------------|
| 3 | Bidding and Award | 5 Weeks |
| 4 | Construction Administration / Management | 12 Weeks |
| Total | Project Estimated Completion | 30 Weeks |

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---|--------------------|-----------------------|
| Basic Services | | |
| 1. Topographic Survey & Base Mapping | \$3,500.00 | Lump Sum |
| 2. Final Design | \$33,000.00 | Lump Sum |
| 3. Bidding and Award | \$4,000.00 | Lump Sum |
| 4. Construction Administration/Management | \$8,000.00 | Lump Sum |
| 5. Estimated Reimbursable Expenses | \$300.00 | Schedule |
| TOTAL COMPENSATION (lines 1 - 5) | \$48,800.00 | |

B. The terms of payment are set forth in Article 4 of the Agreement.

6. Consultants to be retained as of the Effective Date of the Task Order:

- **Architectural & Structural Services:** K1 Architecture, PLLC.
- **Electrical Engineering Services:** EBS Engineering, PC.
- **Geotechnical Services:** Glynn Group Engineering & Architecture, PLLC

It is assumed that no M/WBE or SDVOB requirements apply to this Task Order.

7. Other Modifications to Agreement and Exhibits:

None

8. Attachments:

Engineer's 2026 Hourly Billing Rate and Reimbursable Expense Schedule

Task Order Form

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9. Other Documents Incorporated by Reference:

None

10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by the Owner.

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: William Schroeder

Print Name: William E. Schutt, PE

Title: Mayor

Title: President

Date Signed: _____

Date Signed: May 18, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: William E. Schutt, PE

Title: _____

Title: President

Address: _____

Address: 37 Central Ave, Lancaster, NY 14086

E-Mail Address: _____

E-Mail Address: wschutt@wmschutt.com

Phone: _____

Phone: 716-683-5961

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TASK ORDER No. 3

This is Task Order No. 3,
consisting of 5 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: The date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
- B. Owner: Village of Lancaster
- C. Engineer: Wm Schutt & Associates, PC
- D. Specific Project (title): ADA Crosswalk on Clark Street
- E. Specific Project (description): Construction of a midblock pedestrian street crossing across Clark Street, approximately 205 feet east of Central Avenue, to enable pedestrians parking in the Clark Street Parking Lot to safely reach the Lancaster Town Hall Annex, the Lancaster Historical Building, and the rear entrance of the Lancaster Opera House. The crossing will be designed and built in accordance with the Americans with Disabilities Act (ADA) and the New York State Department of Transportation (NYSDOT) standards. The work includes replacing the existing sidewalk and installing a handicapped accessible crosswalk. The estimated construction cost as of April 16, 2025, was \$40,760.00. The proposed work includes 55 square yards of concrete sidewalk, 36 feet of upright concrete curb, 66 feet of concrete cutter curb, three detectable surfaces, and asphalt pavement and lawn restoration.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Scope of Professional Services

1) Final Design Phase

- Previously prepared 2024 design plans will be updated and finalized.

Task Order Form

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- Prepare working drawings, including plans, elevations, sections, and details, plus notes and schedules, that illustrate the design, location, size, and dimensions of the project and its parts for bidding and construction.
- Prepare a project manual using EJCDC documents. The basis of the bid will be one lump sum.
- This is a public works project and subject to the New York State Department of Labor Prevailing Wages under Section 220 of the Labor Law as applicable.
- It is assumed that NO submittals to the Village Planning Commission or Historical Preservation Commission are required.
- It is assumed that this project is a Type II Action under SEQR and therefore no further review is required.

3) Bidding and Award Phase

- Work will be performed by one prime contractor.
- Advertise for bids, use Avalon Document Services for distribution, and maintain contractor records.
- Respond to bidder RFIs, prepare and issue addenda, and review bidder qualifications.
- Attend the bid opening, prepare bid tabulations, and provide a Recommendation to Award.
- Prepare conformed contract documents and distribute them for execution by the Village and the low bidder. Prepare and issue a Notice to Proceed.

4) Construction Administration/Management Phase

- Chair pre-construction and progress meetings.
- Review and approve contractor submittals, shop drawings, and schedules.
- Visit the site at appropriate intervals to monitor progress and quality and to determine whether the work is proceeding in accordance with the contract documents.
- Review contractor pay applications and determine recommended payment amounts.
- Determine completion status, conduct final inspections, and prepare close-out documents, including final payment applications.

- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Providing construction surveys and staking.
- Providing full-time Construction Inspection Services.
- Assisting in responding to or investigating the presence of any Constituent of Concern or Illicit Discharge.
- Preparing to serve, or serving, as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding, including hazardous materials identification or handling.
- Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- Preparing Record Drawings and furnishing such Record Drawings to Owner.
- Providing renderings or models for the Owner's use.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

| Phase | Description | Duration |
|--------------|--|-----------------|
| 1 | Final Design | 4 Weeks |
| 2 | Bidding and Award | 5 Weeks |
| 3 | Construction Administration / Management | 8 Weeks |
| Total | Project Estimated Completion | 17 Weeks |

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6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service | Amount | Basis of Compensation |
|---|--------------------|-----------------------|
| Basic Services | | |
| 1. Final Design | \$10,000.00 | Lump Sum |
| 2. Bidding and Award | \$4,000.00 | Lump Sum |
| 3. Construction Administration/Management | \$5,500.00 | Lump Sum |
| 4. Reimbursable Expenses | \$300.00 | Schedule |
| | | |
| TOTAL COMPENSATION (lines 1 - 4) | \$19,800.00 | |
| | | |

B. The terms of payment are set forth in Article 4 of the Agreement.

5. Consultants to be retained as of the Effective Date of the Task Order:

- It is assumed that no M/WBE or SDVOB requirements apply to this Task Order.

6. Other Modifications to Agreement and Exhibits:

None

7. Attachments:

Engineer's 2026 Hourly Billing Rate and Reimbursable Expense Schedule

8. Other Documents Incorporated by Reference:

None

9. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by the Owner.

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: William Schroeder

Print Name: William E. Schutt, PE

Title: Mayor

Title: President

Date Signed: _____

Date Signed: May 18, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: William E. Schutt, PE

Title: _____

Title: President

Address: _____

Address: 37 Central Ave, Lancaster, NY 14086

E-Mail Address: _____

E-Mail Address: wschutt@wmschutt.com

Phone: _____

Phone: 716-683-5961

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TASK ORDER No. 4

This is Task Order No. 4,
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: The date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
- B. Owner: Village of Lancaster
- C. Engineer: Wm Schutt & Associates, PC
- D. Specific Project (title): Cayuga Creek Park, Level 3 EV Charging Station
- E. Specific Project (description): Installation and commissioning of Level 3 EV Charging Station along Pac Way.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Scope of Professional Services

1) Construction Administration/Management Phase

- Provide assistance to the Village Board and the Sustainability and Community Climate Energy Coordinator, as needed.
- Visit the site at appropriate intervals to monitor progress and quality and to determine whether the work is proceeding in accordance with the contract documents.
- Review contractor pay applications and determine recommended payment amounts.

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- Determine completion status, conduct final inspections, and prepare close-out documents, including final payment applications.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Providing construction surveys and staking.
- Providing full-time Construction Inspection Services.
- Assisting in responding to or investigating the presence of any Constituent of Concern or Illicit Discharge.
- Preparing to serve, or serving, as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding, including hazardous materials identification or handling.
- Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- Preparing Record Drawings and furnishing such Record Drawings to Owner.
- Providing renderings or models for the Owner's use.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

Completion of services on or before June 30, 2026.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
- The Engineer will be compensated on an hourly basis at the Hourly Billing Rates, plus any expenses eligible for reimbursement.
 - Estimated compensation amounts:

Task Order Form

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Wm Schutt: 16 hours @ \$155 = \$2,480.00
EBS Engineering: 8 hours @ \$193 = \$1,544.00
Estimated total = \$4,024.00

B. The terms of payment are set forth in Article 4 of the Agreement.

1. Consultants to be retained as of the Effective Date of the Task Order:

- **Electrical Engineering Services:** EBS Engineering, PC.
- It is assumed that no M/WBE or SDVOB requirements apply to this Task Order.

2. Other Modifications to Agreement and Exhibits:

None

3. Attachments:

Engineer's 2026 Hourly Billing Rate and Reimbursable Expense Schedule

4. Other Documents Incorporated by Reference:

None

5. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by the Owner.

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: William Schroeder

Print Name: William E. Schutt, PE

Title: Mayor

Title: President

Date Signed: _____

Date Signed: May 18, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: William E. Schutt, PE

Title: _____

Title: President

Address: _____

Address: 37 Central Ave, Lancaster, NY 14086

E-Mail Address: _____

E-Mail Address: wschutt@wmschutt.com

Phone: _____

Phone: 716-683-5961

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TASK ORDER No. 5

This is Task Order No. 5,
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: The date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
- B. Owner: Village of Lancaster
- C. Engineer: Wm Schutt & Associates, PC
- D. Specific Project (title): Central Ave Parking Lot (Mobility Hub), one Level 3 EV Charging Station
- E. Specific Project (description): Prepare a cost estimate to assist the Village in pursuing a funding opportunity.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Scope of Professional Services

1) Prepare a cost estimate to assist the Village in pursuing a funding opportunity.

- Provide assistance to the Village Board and the Sustainability and Community Climate Energy Coordinator, as needed.
- Investigate NYSEG-side Make-Ready Infrastructure costs: NYSEG infrastructure needed to connect and serve a new EV charger. This may include traditional distribution infrastructure, such as step-down transformers, overhead service lines, and utility meters, which will continue to be owned and operated by NYSEG.

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- Investigate Village-side Make-Ready Infrastructure costs: EV equipment or infrastructure necessary to make a site ready to accept an EV charger that is owned by the Village. This electric infrastructure may include conductors, trenching, panels, and advanced technologies, including energy storage and Automated Load Management Systems, needed for the EV charging station.
- Investigate Direct Current Fast Charging (“DCFC”) (Level 3) EV charging station costs for furnishing, installation, and commissioning.
- Investigate other costs, such as exterior lighting, to illuminate the EV Charger area for use at night.

B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Preparing to serve, or serving, as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding, including hazardous materials identification or handling.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

The schedule is very dependent upon the cooperation of NYSEG.

We assume services can be completed within three or four weeks of authorization to proceed.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

- The Engineer will be compensated on an hourly basis at the Hourly Billing Rates, plus any expenses eligible for reimbursement.
- Estimated compensation amounts:

Wm Schutt: 20 hours @ \$155 = \$3,100.00
 EBS Engineering: 36 hours @ \$193 = \$6,948.00
 Estimated total = \$10,048.00

Task Order Form

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B. The terms of payment are set forth in Article 4 of the Agreement.

1. Consultants to be retained as of the Effective Date of the Task Order:

- **Electrical Engineering Services:** EBS Engineering, PC.
- It is assumed that no M/WBE or SDVOB requirements apply to this Task Order.

2. Other Modifications to Agreement and Exhibits:

None

3. Attachments:

Engineer's 2026 Hourly Billing Rate and Reimbursable Expense Schedule

4. Other Documents Incorporated by Reference:

None

5. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by the Owner.

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: William Schroeder

Print Name: William E. Schutt, PE

Title: Mayor

Title: President

Date Signed: _____

Date Signed: May 18, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: William E. Schutt, PE

Title: _____

Title: President

Address: _____

Address: 37 Central Ave, Lancaster, NY 14086

E-Mail Address: _____

E-Mail Address: wschutt@wmschutt.com

Phone: _____

Phone: 716-683-5961

Task Order Form

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flock safety
LICENSE AGREEMENT
FOR THE USE OF LICENSOR PROPERTY

RESOLUTION # 19
MEETING DATE 6/8/2026

This LICENSE AGREEMENT FOR THE USE OF LICENSOR PROPERTY (“**Agreement**”) is made and entered into by and between Flock Group Inc, a Delaware Corporation (“**Flock**”) and VILLAGE OF LANCASTER (“**Licensor**”). Licensor and Flock are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**.”

WHEREAS, Flock offers certain software and hardware solutions to customers, including police departments (collectively, the “**Flock Services**”);

WHEREAS, Flock has requested use of certain Licensor Property (defined below) to install, maintain and operate Flock Hardware (defined below) to use the Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering;

WHEREAS, Flock owns and is responsible for the Flock Hardware. Licensor shall instruct Flock on any request to move Flock Hardware and shall not move or otherwise access any Flock Hardware without prior written permission of Flock.

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

- (a) “**Effective Date**” means the latest date on which this Agreement is signed by both Parties.
- (b) “**Flock Hardware**” means the Flock cameras, drones, poles, clamps, solar panels, installation components, and any other devices or physical elements owned by Flock.
- (c) “**Licensor Property**” means the mutually agreed-upon property owned by Licensor where Flock is permitted to install Flock Hardware as more specifically set forth on Exhibit A attached hereto.

SECTION 2. GRANT

- (a) **License to Use Licensor Property.** Licensor hereby grants Flock a non-exclusive license to use and occupy limited space on certain designated Licensor Property in order to install Flock Property.
- (b) **Access.** Licensor grants Flock any and all rights required for Flock to physically access the installed Flock Hardware, including access rights for maintenance, repairs, and any other reasonably required adjustment needed for Flock Services. When the Flock Hardware includes drone technology, Licensor also grants the specific law enforcement agency or customer for whom the Flock Hardware is installed (“**Authorized Customer**”) the right to physically access the installed Flock Hardware for emergency landing beside the dock, manual battery swaps, or to guide Flock employees, agents, or subcontractors to the leased equipment for any required repair or maintenance. Licensor acknowledges

that Authorized Customer personnel may require independent access to the Licensor Property for these purposes. Subject to schedule 2.b attached and initialed.

SECTION 3. TERM AND TERMINATION

(a) **Term of Agreement.** The term of this Agreement shall be for twelve (12) months commencing on the Effective Date and ending at midnight on the last day of the term (the “**Term**”). Unless either Party provides written notice to the other Party prior to expiration of the Term or Renewal Term that the notifying Party will not renew the Agreement, the Term will automatically renew for additional one (1) year periods (each a “**Renewal Term**”), upon the same terms and conditions set forth in this Agreement.

(b) **Termination for Cause.** This Agreement may be terminated before the expiration of the Term or Renewal Term on written notice by either Party, if either Party breaches any material provision of this Agreement and such breach is not cured by breaching Party within thirty (30) days after receipt of written notice of such breach.

(c) **Effect of Termination.** Within thirty (30) days after such expiration or earlier termination, Flock shall remove the Flock Cameras and any debris, and restore the Licensor Property to its original condition, reasonable wear and tear excepted.

SECTION 4. FEES. Flock shall be responsible for paying all costs associated with Licensor review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of the Flock Hardware. The Parties agree that no fees will be assessed for the license and permission herein granted to Flock. Flock agrees that the Licensor’s permission and grant of a license hereunder and Flock’s ability to construct and obligation to thereafter maintain Flock’s Services on the Licensor Property serve as consideration to support this Agreement.

SECTION 5. CONSTRUCTION, MAINTENANCE AND REPAIR ACTIVITIES

(a) **Maintenance and Repair of Flock Hardware.** Flock shall keep and maintain all Flock Hardware installed on Licensor Property in good condition and repair throughout the Term, normal wear and tear and casualty excepted. Flock shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Flock Hardware at any time during the Term.

(b) **Maintenance and Repair of Licensor Property.** Licensor shall maintain and keep the Licensor Property in good condition in accordance with Licensor’s standard maintenance requirements. Such maintenance shall be at Licensor’s sole cost and expense, except to the extent this Agreement provides otherwise.

SECTION 6. INTERFERENCE WITH OTHER FACILITIES PROHIBITED; RELOCATION

(a) **Interference Prohibited.** Flock shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility on the Licensor Property.

(b) **Relocations at Flock's Request.** In the event Flock desires to relocate any Flock Hardware from one area of Licensor Property to another, Flock shall advise Licensor, and any relocation shall be at Flock's sole cost and expense. Licensor will use reasonable efforts to accommodate Flock by making another reasonably equivalent Licensor Property available for use in accordance with and subject to the terms and conditions of this Agreement.

SECTION 7. INDEMNITY AND RISK OF LOSS

(a) **Indemnification.** Subject to schedule 7(a) attached and initialed.

(b) **Risk of Loss.** Flock acknowledges and agrees that Flock bears all risks of loss, damage, relocation, or replacement of its Flock Hardware and materials installed on Licensor Property pursuant to this Agreement from any cause, and Licensor shall not be liable for any cost of replacement or of repair to damaged Flock Hardware, including, without limitation, damage caused by the Licensor's removal of the Flock Hardware.

SECTION 8. INSURANCE REQUIREMENTS. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Subject to schedule 8 attached and initialed

SECTION 9. NOTICES. Notices required by this Agreement may be given by overnight courier or certified mail, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered to the address set forth under the signature blocks for this Agreement.

SECTION 10. GOVERNING LAW, VENUE. This Agreement shall be governed by the laws of the State in which the Flock Hardware is installed. The Parties hereto agree that the venue would be proper in the chosen courts of the State of which the Licensor is located.

SECTION 11. MISCELLANEOUS PROVISIONS. None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Flock and Licensor. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each Party's successors and assigns. Any Party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement, together with its attached exhibits, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service

providers or any other third Party acts or omissions. The relationship between Licensor and Flock is at all times solely that of licensor and licensee, not that of partners or joint venturers. This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits. This Agreement may not be sold, assigned, or sublicensed by either Party without the prior approval of the non-assigning Party.

IN WITNESS WHEREOF, Flock and the Licensor have caused this Agreement to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP INC

LICENSOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:
1170 HOWELL MILL ROAD, NW
SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPT.
EMAIL: legal@flocksafety.com

Address for Notices:

flock safety

Exhibit A

Schedules to be applied to the License Agreement for the use of Licensor Property entered into by and between Flock Group Inc, and the Village of Lancaster, NY.

Schedule 2.b

Expenses. Within 14 days following the occurrence thereof, licensor shall tender to Flock pursuant to the provisions of SECTION 9. NOTICES. an itemization of expenses directly and necessarily incurred by the licensor paid to DPW personnel for the purpose of providing Flock, its employees and/or contractors access to the Licensor Property. Licensor shall notify Flock in advance of incurring such costs. Flock shall reimburse the licensor for such itemized expenses within 30 days of tender.

Schedule 7.a

Indemnification. To the fullest extent permitted by law, and except to the extent caused by the Licensor's gross negligence or willful misconduct, Flock shall defend, indemnify and hold harmless the Licensor its officers and employees from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of this agreement provided that any such claim, damage, liability, loss or expense is

- 1) attributable to bodily injury, sickness, disease or death, or physical injury to tangible property and
- 2) is caused in whole or in part by any actual or alleged:
 - a) act or omission of Flock or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
 - b) a violation of any statutory duty, regulation, ordinance, rule or obligation by Flock provided that the violation arises out of or is in any way connected with the Flock 's performance or lack of performance of the agreement.

Schedule 8.

Insurance Requirements. Flock shall purchase and maintain at its own expense, insurance providing Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000. Licensor shall be included as an additional insured. Insurance for licensor as additional insured shall be as broad as the coverage provided for the named insured Flock. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance. A Certificate of Insurance shall be provided to licensor no later than (1) week before the effective date of the initial term. Attached to each certificate of insurance there shall be a

copy of the additional insured endorsement that is part of Flock's commercial general liability policy.

FLOCK GROUP INC

LICENSOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2026

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

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

| | | |
|---|---|-----------------------|
| PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN134017657-GAUWc-25-26 | CONTACT NAME: Antonia Rovai PHONE (A/C, No, Ext): 415-743-8059 E-MAIL ADDRESS: Antonia.rovai@marsh.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Flock Group Inc DBA Flock Safety 3284 Northside Pkwy NW Suite 150 Atlanta, GA 30327 | INSURER A: Berkley National Insurance Company | 38911 |
| | INSURER B: N/A | N/A |
| | INSURER C: N/A | N/A |
| | INSURER D: N/A | N/A |
| | INSURER E: N/A | N/A |
| | INSURER F: N/A | N/A |

COVERAGES **CERTIFICATE NUMBER:** SEA-004233237-00 **REVISION NUMBER:** 0

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | VGL 9750843-10 | 10/23/2025 | 10/23/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Lancaster is included as additional insured where required by written contract.

CERTIFICATE HOLDER

Village of Lancaster
5423 Broadway
Lancaster, NY 14086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Daneshia Flowers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Broadened Named Insured

The following is added to **Section II - Who is an Insured**:

Any organization of yours other than a partnership or joint venture, which is not shown in the Declaration, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if:

1. It is newly acquired or formed during this policy period;
2. It is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part;
3. It would be an insured under another policy but for its termination or the exhaustion of its limits of insurance; or
4. The person or organization has not been declared to us prior to the inception of this policy.

B. Newly Acquired or Formed Organizations as Named Insureds

Paragraph 3. of **Section II - Who is an Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquire or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

C. Incidental Medical Malpractice

1. Paragraph 2.a.(1)(d) of **Section II - Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV - Commercial General Liability Conditions**.

D. Damage to Premises Rented by You

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **B. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

a. \$300,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph b.(1)(a)(ii) of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

(ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph a. of Definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Damage To Premises Rented To You**:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. Supplementary Payments

Section I - Supplementary Payments - Coverages A and B is amended as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is increased from \$250 to \$3,000.
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is increased from \$250 a day to \$1,000 a day.

F. Broadened Property Damage - Borrowed Equipment, Customer Goods and Use of Elevators

The insurance for "property damage" liability is subject to the following:

1. Exclusion 2.j. **Damage to Property of Section I - Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

b. The exclusions for:

(1) Property loaned to you;

(2) Personal property in the care, custody or control of the insured; and

(3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".

2. Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

- a. Repaired; or
- b. Used in your manufacturing process.

3. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance Excess Insurance provisions.

G. Expected or Intended Injury or Damage (Property Damage)

Exclusion 2.a. **Expected Or Intended Injury of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

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

H. Bodily Injury Definition Extension

Paragraph 3. "Bodily injury" of **Section V - Definitions** is amended to read:

3. "Bodily injury" means physical injury, sickness or disease, including death resulting from any of these; or the following when accompanied by physical injury, sickness or disease: mental anguish; shock; or emotional distress.

I. Amateur Athletic Participants

The following is added to **Section II - Who Is An Insured**:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:

- a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- a. A co-participant, your "employee" or "volunteer worker"; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

J. Non-Owned Watercraft

Subparagraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

K. Mobile Equipment Redefined

Subparagraph f.(1) of Definition 12. "Mobile equipment" of **Section V - Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

L. Knowledge of Occurrence

Paragraph 2.a. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A manager, if you are a limited liability company; or
 - (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

M. Unintentional Omission, Error in Disclosure or Failure to Disclose Hazards

The following provision is added to paragraph 6. **Representations of Section IV - Commercial General Liability Conditions**:

1. However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.
This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.
2. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

N. Waiver of Transfer of Rights of Recovery Against Others

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

O. Additional Insured by Contract, Agreement or Permit

The following is added to **Section II - Who Is An Insured**:

1. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:
 - a. "Your work" for the additional insured(s) designated in the contract, agreement or permit;
 - b. Premises you own, rent, lease or occupy; or
 - c. Your maintenance, operation or use of equipment leased to you.
2. The insurance afforded to such additional insured described above:
 - a. Only applies to the extent permitted by law;
 - b. Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured;
 - c. Applies on a primary basis if that is required by the written contract, written agreement or permit;

- d. Will not be broader than coverage provided to any other insured; and
 - e. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
3. This provision does not apply:
- a. Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - b. To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - c. To any lessor of equipment:
 - (1) After the equipment lease expires; or
 - (2) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - d. To any:
 - (1) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (2) Managers or lessors of premises if:
 - (a) The occurrence takes place after you cease to be a tenant in that premises; or
 - (b) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - e. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
- a. Required by the contract, agreement or permit described in Paragraph 1.; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations.
- This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

P. Liberalization Clause

The following is added to **Section IV - Commercial General Liability Conditions**:

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within forty-five (45) days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Q. Additional Insured - Broad Form Vendors

The following is added to **Section II - Who Is An Insured**:

1. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
2. The insurance afforded to such vendor described above:
 - a. Only applies to the extent permitted by law;
 - b. Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - c. Will not be broader than coverage provided to any other insured; and
 - d. Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

3. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained within the exclusion in subparagraphs d. or f. above; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- i. "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- j. To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- k. Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

- a. Required by the contract or agreement described in Paragraph 1. above; or
- b. Available under the applicable Limits of Insurance shown in the Declarations.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Personal Injury - Broad Form

1. Exclusion 2.e. **Contractual Liability** under **Section I - Coverage B - Personal And Advertising Injury Liability** is deleted.
2. Definition 14.b. under **Section V - Definitions** is replaced by the following:
 - b. Malicious prosecution or abuse of process.
3. The following is added to Definition 14. "Personal and advertising injury" under **Section V - Definitions**: "Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:
 - a. Not done intentionally by or at the direction of:
 - (1) The insured;
 - (2) Any officer of the corporation, director, stockholder, partner or member of the insured; and
 - b. Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

4. The following is added to **Section V - Definitions**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

5. This coverage does not apply if **Coverage B - Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Form or by endorsement.

RESOLUTION # 20
MEETING DATE 6/8/2026



ELLICOTT SQUARE BUILDING
295 MAIN STREET, SUITE 700
BUFFALO, NY 14203-2219

TEL: 716.854.0060
FAX: 716.852.2829
EllicottDevelopment.com

June 1, 2026

Village of Lancaster
5423 Broadway
Lancaster, New York 14086

Re: Parking License Agreement
60 Central Avenue, Lancaster, New York

Dear Sir or Madam:

This letter shall serve as our agreement licensing you to use the subject property pursuant to the terms and conditions provided herein.

2468 Group, Inc. ("Licensor") and its Property Manager, 10 Ellicott Square Court Corporation, hereby license to the Village of Lancaster ("Licensee") the use and occupancy of the exterior parking lot, including all drive aisles, located at 60 Central Avenue, Lancaster, New York, as shown on Exhibit A attached hereto and made a part hereof ("Premises"). The License shall be for parking only and shall not include any use of the existing building on the Premises.

The Premises are provided to Licensee in "as is" condition. Licensor makes no representations or warranties as to the condition or fitness of the Premises for Licensee's proposed use, nor has Licensor agreed to undertake any modifications, alterations or improvements to the Premises.

The License shall commence upon full execution of this License Agreement and shall continue on a month-to-month basis, until terminated by either party upon providing the other party with thirty (30) days' prior written notice.

Licensee shall pay to Licensor a gross rent for its use of the Premises in the amount of \$1.00 per month, payable on or before the first day of each month.

Licensee shall be solely responsible for all maintenance of the Premises, including, but not limited to, parking lot patching, landscaping and the removal of snow, ice and debris, and for the cost of any damages to the Premises caused by the negligence or misconduct of Licensee, its agents or invitees.

Licensee and all those claiming by, through, or under Licensee shall occupy and use the Premises solely at its own risk. To the fullest extent permitted by law, neither Licensor nor Property Manager shall be liable to Licensee or Licensee's employees, agents or invitees for any loss of life, bodily or personal injury, business interruption or property damage arising from or occurring on the Premises or arising from Licensee's use or occupation thereof.

To the fullest extent permitted by law, Licensee agrees to defend, indemnify, and hold harmless Licensor, Property Manager, and their agents and employees from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, losses and judgments of any kind or nature by or in favor of anyone whomsoever (including any associated costs and expenses, including attorney's fees), resulting from or in connection with loss of life, bodily or personal injury, business interruption or property damage, arising from or occurring on the Premises, or arising from the use and occupancy of the Premises, except where caused by the negligence or willful acts of Licensor, Property Manager, their agents or employees provided that such claim, demand, fine, suit, action, proceeding, order, decree, loss, or judgment is caused in whole or in part by any actual or alleged a) act or omission of the Licensee or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or b) a violation of any statutory duty, regulation, ordinance, rule or obligation by the Licensee.

Licensee shall carry and maintain, at its sole cost and expense, workers compensation coverage and commercial general liability insurance with a per occurrence limit of no less than One Million (\$1,000,000.00) Dollars, insuring against any and all liability of the insureds with respect to the Premises or arising out of Licensee's use or occupancy thereof. Licensor and Property Manager shall be named as additional insureds on such policy and such coverage shall be primary and without contribution from any policy issued to Licensor or Property Manager. There shall be no reduction in the stated liability coverage by reason of losses or claims at other locations or projects.

Licensee shall provide Licensor with a certificate of insurance reflecting the insurance required above prior to taking occupancy of the Premises. Licensee shall also provide Licensor with thirty (30) days' prior written notice of cancellation of such insurance.

Kindly execute below indicating your acknowledgement and agreement with the above and return to this office, together with the required insurance certificate. The fully executed copy of this letter shall serve as our Parking License Agreement.

Should you have any questions regarding this matter, please contact me. Thank you for your attention to the above.

Very truly yours,
2468 GROUP, INC.



WILLIAM A. PALADINO
President

WAP/wh

ACKNOWLEDGED & AGREED BY:
VILLAGE OF LANCASTER

By: _____

Date: _____

Title: _____

EXHIBIT A

PREMISES

