Meeting Date: November 9, 2026

VILLAGE OF LANCASTER
BOARD MEETING

AGENDA

X 1. PLEDGE TO THE FLAG

X 2. ROLL CALL

X 3. AUDIENCE PARTICIPATION – LISTED AGENDA ITEMS ONLY

X 4. MINUTES OF MEETINGS DATED: October 26 (regular meeting)

X 5. ABSTRACT OF AUDITED VOUCHERS

X 6. LISTED CORRESPONDENCE

X 7. RESOLUTIONS

X 8. AUDIENCE PARTICIPATION – GENERAL COMMENTS

X 9. COMMITTEE REPORTS – FOLLOW UP

X 10. DEPARTMENT HEAD REPORTS

X 11. HEARINGS 7:15 p.m. - (1) Unsafe Building 186 Central Avenue
(2) Local Law - Short Term Rentals

X 12. MISCELLANEOUS

X 13. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

MONDAY, NOVEMBER 23, 2026

Village of Lancaster

Audience Participation Guidelines

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

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

State your name and address.

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

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

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

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

NOTICE OF HEARING

To Mohammed Noor E Elahi and any party with an ownership or financial interest in 186 Central Avenue, Lancaster, New York.

Be advised that as further particularized in a notice to remedy dated August 25, 2026, by the Village of Lancaster Code Enforcement Officer served upon Mohammed Noor E Elahi, a hearing pursuant to §115-7 of the Chapter 115 "Buildings, Unsafe" of the Lancaster Village Code will be conducted on November 9, 2026 at 7:15 PM in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York.

The purpose of the hearing, to be conducted by the Lancaster Village Board, is to determine whether the premises at 186 Central Avenue, Lancaster, New York is unsafe to the public as reported by the Village Code Enforcement Officer and if so whether the unsafe condition has been corrected as demanded in the Code Enforcement Officer's notice to remedy.

At said hearing Mohammed Noor E Elahi and any party with an ownership or financial interest in 186 Central Avenue, Lancaster, New York shall be afforded the opportunity to question witnesses, be represented by counsel, offer proof and arrange in advance a stenographic record of the hearing.

Upon a finding that the premises at 186 Central Avenue, Lancaster NY is unsafe to the public and that there has not been compliance with the Code Enforcement Officer's notice to remedy, the Village of Lancaster Board of Trustees may direct that the property be razed, or otherwise remediated and made safe to the public with the resulting expense to the Village assessed as an added tax upon the subject premises.

Mohammed Noor E Elahi and any party with an ownership or financial interest in 186 Central Avenue, Lancaster, New York may arrange to obtain a copy of the referenced notice to remedy by contacting the office of the Lancaster Village Clerk, Lancaster Municipal Building, 5423 Broadway, Lancaster, New York, Telephone: (716) 683-2105.

Michael E. Stegmeier
Lancaster Village Clerk

VILLAGE OF LANCASTER
NOTICE OF PUBLIC HEARING
TO BE HELD MONDAY, NOVEMBER 9, 2026

PLEASE TAKE NOTICE That the Village of Lancaster Board of Trustees will conduct a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Monday, November 9, 2026 to consider a local law which if adopted would amend Chapter 350 "Zoning" of the Village Code to implement the registration, regulation, and restriction of "short-term rentals" i.e. rentals of dwelling units for a period of less than 30 continuous days such as Airbnb and VRBO rentals. In addition to implementing the registration and regulation of all short-term rentals, the local law if adopted would prohibit, from districts zoned as residential, short-term rentals of dwelling units which are not owner occupied.

The public hearing will promptly follow another hearing to be held pursuant to Village Code §115-7 of the Chapter 115 "Buildings, Unsafe" which is scheduled to commence at 7:15 PM.

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

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

Michael E. Stegmeier
Village Clerk

Village of Lancaster Local Law _____ of the year 2026

A Local Law Amending Chapter 350 Zoning to Administer, Govern, and Restrict Short-Term Rental Properties.

Whereas the Village Board of the Village of Lancaster desires to enact Village Code provisions to ensure that with respect to short-term rental properties, the health, safety, well-being, and quality of life of Village residents and of those persons occupying such properties are protected;

Now;

Be it enacted by the Village Board of the Village of Lancaster, New York as follows:

1) Section 350-10. " Severability" of Village Code Chapter 350 shall be amended to read as follows:

> If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Chapter or Chapter 292, Part 1, shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Chapter or Chapter 292, Part 1.

2) The following rows listed under "Residential Uses" within the MU Districts Use Table referenced at §350-17A.(6) shall be amended as follows:

> "Dwelling, single-family" shall be amended to read "Dwelling, single-family. See Article XIV",
> "Dwelling multifamily" shall be amended to read ""Dwelling multifamily. See Article XIV."
> "Upper-story dwelling" shall be amended to read "Upper-story dwelling. See Article XIV."

3) The "flush language" at §350-18. R-1 "Residence Districts" shall be amended to read as follows:

> Subject to Article XIV, the following regulations shall apply in R-1 Residence Districts:

4) The following rows listed under §350-44.1 "Required off-street parking, loading and stacking regulations", paragraph A. "Off–street parking schedule. Off-street regulations shall be as follows:" shall be amended as follows:

> "Tourist home, hotel, motel, rooming or lodging house" shall be amended to read "Hotel or motel." Within the same row "1 for each unit accommodation" shall be amended to read "1 for each sleeping room".

5) Section 350-102 of Chapter 350, Article XIII, shall be repealed in its entirety.

6) Article XIV shall be added to Chapter 350 Zoning to read as follows;

Article XIV. Short Term Rentals

§ 350-102. Legislative intent.

The Board of Trustees of the Village of Lancaster has determined that, given the popularity of such short term rental practices as Airbnb, VRBO and other such sites whereby owners of residential properties rent out all or parts of their properties on a short-term basis, it is necessary to enact reasonable regulations to ensure that with respect to short-term rentals, the health, safety, well-being and quality of life of Village residents and of those persons renting such properties are protected.
The Board of Trustees, therefore, enacts this Article for the requirement, administration, and enforcement of permits for all short-term rental properties within the Village of Lancaster and to prohibit short term rentals other than owner occupied residences within residential zoned districts.

§ 350-103. Definitions.

For the purposes of this Article, the following definitions shall apply:

AUTHORIZED VILLAGE OFFICIAL - The Village of Lancaster Building Inspector or the Village of Lancaster Code Enforcement Officer. The Village Board, may in its discretion assign particular tasks of an Authorized Village Official as set forth in this Article to either the Building Inspector, the Code Enforcement Officer or both.

DWELLING - As defined at §350-84 and any subsequent recodifications and revisions thereto.

DWELLING UNIT- As defined at §350-84 and any subsequent recodifications and revisions thereto.

OWNER-OCCUPIED SHORT-TERM RENTAL — A Short-Term Rental that is the principal residence of at least one natural person who holds an ownership interest in the property, and who actually occupies the property as such person's usual and customary residence.

SHORT-TERM RENTAL
Rental of a dwelling unit for a period of less than 30 continuous days.
A dwelling unit intended to be used for short-term rental.

SHORT-TERM RENTAL PERMIT - A permit issued by an Authorized Village Official stating that the referenced dwelling unit conforms to the standards of the New York State Uniform Fire Prevention and Building Code, including the Property Maintenance Code of New York State, and that occupancy of that dwelling unit is permitted for Short-Term Rental. Any special circumstances or conditions under which occupancy is permitted may be specified on the permit.

SUBSTANDARD CONDITION-Any condition in a dwelling unit or the dwelling in which it is located that does not meet the standards of the New York State Uniform Fire Prevention and Building Code including the Property Maintenance Code of New York State.

§350-104 Restrictions on Short Term Rentals
Except for owner-occupied short-term rental residencies short-term rentals are not permitted in any residence district.

§ 350-105. Short-Term Rental Permit Requirement.

A. All owners of a dwelling unit intended to be used for short-term rental must first file with the Village Clerk a completed short-term rental permit application.
No dwelling unit may be used as a short-term rental until and unless as to that dwelling unit a short-term rental permit is issued pursuant to the provisions of this Article.
B. The application for a short-term rental permit shall be on a form to be provided by the Village containing at a minimum the following information as to each dwelling unit:

(1) Address of the dwelling unit;
(2) The number of dwelling units in the dwelling.
(3) The number of bedrooms in the dwelling unit;
(4) The applicable overnight and daytime occupancy limit of the dwelling unit.
(5) As to each dwelling unit the number of off-street parking spaces available for occupants;
(6) The types and placement of any fire protection systems serving the dwelling unit;
(7) The number and location of all exits;
(8) A floor plan indicating the placement and sizes of each bedroom, exit and fire protection system;
(9) A listing of each agent, medium, website or other means through which the dwelling unit will be listed for rental;
(10) The name, mailing address, physical address, telephone number, and e-mail address of each individual having an ownership interest in the dwelling unit including an ownership interest arising from an association, partnership, limited liability company, corporation, joint tenancy, tenancy in common, tenancy by the entirety or other entity. The character of the ownership interest shall be also specified;

(11) Whether the dwelling will be used as an owner-occupied short-term rental as defined at §350-103. If the dwelling is to be used as an owner-occupied short-term rental the identity of each person who holds an ownership interest in the property, and who actually occupies the property as such person's usual and customary residence shall be provided. Government issued proof of such owner-occupied residency such as a passport, driver's license or voter registration card shall also be provided.
(12) A stipulation by the applicant on behalf of and with the authority of all property owner(s) that that service of all notices or process on behalf of the Village of Lancaster to each and every property owner may be accomplished by regular mail to an addressee at an address within the United States. Both the addressee and the address are to be designated by the applicant;
(13) Acknowledgment that the Village Clerk will be advised in writing within 7 days if, during the term of the permit, any response provided upon the application becomes outdated and how so;
(14) Acknowledgment of receipt of a copy of and review of this Article;
(15) The fully completed form must be notarized.

C. All short-term rental permits and renewals shall expire three years after the date of issuance unless sooner revoked.
D. Any failure to comply with the provisions of §350-105 shall constitute a violation of this Article and is subject to the penalties set forth herein.

§ 350-106. Application for renewal of permit.

A. An application for the renewal of a short-term rental permit is due not later than 30 days prior to the short-term rental permit expiration and requires payment of the renewal fee. The application for renewal shall be formulated so as to designate any changes from the information provided in earlier submitted applications. Property owners who timely file a completed application for renewal may continue to lease the subject short-term rental property pending completion of the inspection of the subject property pursuant to §350-107. If the subject short-term rental property does not pass inspection, rental of the subject short-term rental property must be discontinued until and unless a short-term rental permit is renewed.
B. The renewal of the short-term rental permit shall only be issued after inspection of the subject premises by the Authorized Village Official pursuant to §350-7 of this Article. Any substandard conditions must be remedied prior to the renewal of a short-term rental permit.

§ 350-107. Inspections of short-term rental properties.

A. Inspections of all short-term rental properties shall be conducted by an Authorized Village Official upon receipt of a short-term rental permit application or application to renew a short-term rental permit. The inspection shall be to

determine the existence of substandard conditions within the dwelling unit or the dwelling in which it is located.
B. Any substandard condition identified during an inspection must be corrected by the property owner before a short-term rental permit is issued or renewed.
C. In the discretion of the Authorized Village Official, in instances when an inspection reveals one or more substandard conditions, the Authorized Village Official may conduct a re-inspection upon the request of the applicant and a representation by the applicant that each discovered substandard condition had been remedied.
D. Upon issuing short-term rental permits and renewals, the Authorized Village Official shall advise the Village Clerk of the address, the owner(s), and expiration date thereof. The Authorized Village Official shall also provide the Village Clerk, for record keeping, the permit application and application for renewal upon which a short-term rental permit or renewal was issued.
E. The Village Clerk shall advise the Village Board of the issuance of a short-term rental permit and renewal and shall keep an index of the address, the owner(s), and expiration date of each short-term rental permit and renewal issued by the Authorized Village Official.

§ 350-108. Fees for permits and inspections.

A. Application fees for a short-term rental permit and the renewal of a short-term rental permit shall be in amounts established, from time to time, by resolution of the Board of Trustees and are payable by the property owner at the time of application.
B. Upon an application for a short-term rental permit or an application to renew a short-term rental permit, the initial inspection fee shall be $150 for each dwelling unit. The fee for each re-inspection shall be $75 for each dwelling unit.

§ 350-109. Grounds for denial of application for permit or renewal.

An application for a short-term rental permit or renewal may be denied for the following reasons:
A. The property failed inspection conducted pursuant to §350-107.
B. The applicant has falsified or failed to provide required information in the application.
C. The applicant had been issued a short-term rental permit or renewal, and the applicant falsified or failed to provide information in the application upon which such short-term rental permit or renewal had been issued.
D. The applicant violated any provision of this Article during any part of the 12 months immediately preceding the date of the subject application.
E. The applicant has had a short-term rental permit revoked for cause during the any part of the 12 months immediately preceding the date of the subject application.
F. The property for which a short-term rental permit is sought was used or occupied in violation of this Article during any part of the 12 months immediately

preceding the date of the subject application.

§ 350-110. Grounds for revocation of permit.

An Authorized Village Official may revoke a short-term rental permit based upon any of the following grounds:
A. The applicant has falsified or failed to provide information in the application for the permit or the renewal of a permit.
B. A property owner or renter violated any provision of the Code of the Village of Lancaster or Penal Code of the State of New York, which violation occurred on or pursuant to the occupancy of the short-term rental property.
C. Any conduct which disturbs the health, safety, peace or comfort of the neighborhood or which otherwise creates a public nuisance.
D. It is discovered that a substandard condition exists.

§ 350-111. Restrictions on use and occupancy of short-term rental properties.

A. It is the responsibility of the property owner(s) to ensure proper and legal occupation of short-term rental properties and compliance with this Article.
B. A short-term rental property may be used only for residential purposes.
C. No more than three adult persons may occupy any one bedroom.
D. A renter of a short-term rental property is prohibited from subleasing or otherwise licensing the use or occupancy of any portion of the short-term rental property.
E. A renter of a short-term rental property shall ensure that no motor vehicle or other impediment is positioned in such a manner so as to block or prevent access to driveways, easements or rights-of-way.
F. Any conduct which disturbs the health, safety, peace or comfort of the neighborhood or which otherwise creates a public nuisance is prohibited.
G. Trash, refuse and recycling materials shall not be left stored within the public view, except in proper containers for the purpose of collection by the Village and shall otherwise comply with Lancaster Village Code Chapter 283, Solid Waste, and any subsequent recodifications and revisions thereto.

§ 350-112. No presumption of compliance.

The issuance of a short-term rental permit or renewal shall create no presumption that the short-term rental property complies with the provisions of this Article.

§ 350-113. Nontransferability.

A short-term rental permit shall not be transferred or assigned to any person or used by any other person other than the property owner(s) to whom it was issued.

§ 350-114. Appeals.

A. An Authorized Village Official may deny an application for a short-term rental permit, deny an application for renewal of a short-term rental permit, deny a request for a re-inspection of a short term rental property, or may revoke a short-term rental permit, by arranging to send in accord with §350-105.B.(12) a written copy of such denial or revocation to the applicant stating the grounds for such denial or revocation. The notice shall inform the applicant of the right to appeal the decision to the Village Board by mailing notice of appeal to the Village Clerk within 14 days of the date of mailing of the denial or revocation.
B. An applicant may appeal to the Board of Trustees a denial or revocation issued pursuant to §350-114.A. by mailing a notice of appeal to the Village Clerk within 14 days of the date of mailing the denial or revocation.
C. Upon receipt of a notice of appeal mailed pursuant to §350-114.B., the Village Clerk shall schedule the appeal to be heard within 30 days during a regular or special meeting of the Village Board. The Village Clerk shall provide the appellant at least five days' written notice of the date, time and place of the hearing.
D. At the hearing, the appellant shall be afforded reasonable opportunity to be heard. The appellant shall bear the burden of proof to show that the appealed determination of the Authorized Village Official was arbitrary, unfounded, capricious or in excess of his/her authority. The decision of the Board of Trustees shall be final and conclusive.

§ 350-115. Penalties for offenses.

A. Each and every person having ownership interest in a short term rental property shall be jointly and severally subject to penalties for violations of this Article as to that short term rental property.
B. Any person who violates any term or provision of this Article, upon conviction thereof, shall be guilty of an offense punishable by a fine as set forth in §350-115.C, or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment. The continuation of an offense shall constitute, for each day the offense is committed, a separate and distinct violation.
C. Penalties for violations of this Article shall be imposed as follows:
(1)Failure to register as a property owner:
(a)First offense: $500 per day.
(b)Subsequent offenses: $1,000 per day.
(2)Allowing occupancy without a valid permit:
(a)First offense: $500 per day.
(b)Subsequent offenses: $1,000 per day.

§350-116 Effective Date

This article shall become effective 6 months following enactment.

7) This local law shall become effective 6 months following its enactment.



Lancaster Village Zoning Map

0 250 500 1,000 1,500 Feet

April 21, 2023

LEGEND

- Municipal Boundary
- Parcels
- Historic District
- MUCore
- MU2
- MU1
- C1 Business
- C2 Commercial
- CBD HR High Rise
- M-IP Industrial Park
- M1 Manufacturing
- CBD ND New Development
- OS Open Space
- R1 Residence
- R2 Residence
- R2A Residence
- CBD T Traditional Business

Village of Lancaster, New York

CPL ARCHITECTURE ENGINEERING PLANNING CPLteam.com

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, October 26, 2026, at 7:00 P.M.

MEETINGS TO DATE	**18**
NO. OF REGULARS	**13**
NO. OF SPECIALS	**5**

Attendance:		Attended / Absent
William C. Schroeder (Absent)	Mayor	15 / 3
Tammie E. Malone Schaefer	**Trustee/ Deputy Mayor**	17 / 1
John Mikoley	**Trustee**	17 / 1
Deirdre A. Miller	**Trustee**	16 / 2
Gavin J. O'Brien	**Trustee**	16 / 2

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 Andrew Speyer	**Town of Lancaster Police Department**

Deputy Mayor Malone Schaefer led the pledge to the flag.

AUDIENCE PARTICIPATION: LISTED AGENDA ITEMS

Vinh Nguyen – Simply Boba Village Bistro (20 W Main Street):

He commented regarding his Special Events Application for an event this coming weekend on 10/31/2026 and the insurance requirements needed including an additional insured endorsement. His insurance company does not understand what is needed and he questioned why this additional form must be provided when it is not required in other municipalities where he operates. It was discussed that he will be using the Village's green space in the park and bringing rides and other items as part of his event which creates a liability issue. There was further discussion regarding the need for an additional insured endorsement and what is specifically needed from his insurance agent. Attorney Herdzik will provide him with samples of what has been provided for other events. Trustee Miller reviewed the distinction between general public use of the park and a special event which invites the community to attend an event which typically results in larger numbers of attendees. It was clarified that his event was approved contingent upon receipt of the required insurance documentation, and the event may not take place if the additional insured endorsement is not received by the Village prior to the event.

ACCEPTANCE OF MINUTES

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to accept the minutes of the October 13, 2026 regular meeting.

Adopted Resolution: **305** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Miller** to accept the minutes of the October 19, 2026 special meeting.

Adopted Resolution: **306** Ayes: 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 10/14/2026 to 10/26/2026.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 59 claims were approved, and that all claims were paid against the:

GENERAL FUND ----------in the amount of	**$**	176,949.00
SEWER FUND ----------in the amount of	**$**	11,597.63
TRUST FUND ----------in the amount of	**$**	2,811.25
CAPITAL FUND ----------in the amount of	**$**	3,868.78
EQUIPMENT RESERVE ----------in the amount of	**$**	--
COMMUNITY DEVELOPMENT ---------in the amount of	**$**	--
SPECIAL REPAIR RESERVE FUND ----in the amount of	**$**	--

For the period from **9/29/2026** **To** **10/13/2026**

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

General Fund checks # 94809 through # 94857
Sewer Fund checks # 12461 through # 12467
Trust Fund checks # 2646 through # 2647
Capital Fund check # 1988

Adopted Resolution: **307** Ayes: 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 October 1, 2026 – October 15, 2026.

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

Adopted Resolution: **308** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

2) Correspondence from Code Enforcement Officer Matt Fischione providing an application from McFarland Enterprises requesting approval for the subdivision of land related to property located at 167 Laverack Avenue.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to refer this matter to the Planning Commission.

Adopted Resolution: **309** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

3) Correspondence from NYS Department of Transportation providing a response to the request for lane reconfiguration at the intersection of Walden Avenue & Central Avenue and stating that a capacity analysis was completed which shows that the lane reconfiguration is a feasible option as it relates to capacity at the state intersection, and further that the NYSDOT generally agrees with the lane reconfiguration concept.

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

Adopted Resolution: **310** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

4) Correspondence from Lauren Martin on behalf of St. Mary's High School providing a Special Events Application for their "Night in the Village" event to be held on Wednesday, December 9, 2026.

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

This event application is for informational purposes only as Village resources are not requested in support of the event.

Adopted Resolution: **311** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

5) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Change in Use application for The Fire Firm, Inc. located at 3600 Commerce Parkway.

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to approve the Change in Use application for The Fire Firm, Inc. at 3600 Commerce Parkway per the recommendation of the Planning Commission.

Adopted Resolution: **312** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

6) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending approval of the Change in Use application for residential apartment units for property located at 16 Central Avenue.

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to approve the Change in Use application for residential apartment units at 16 Central Avenue per the recommendation of the Planning Commission.

Adopted Resolution: **313** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

RESOLUTIONS:

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to approve final budget amendments and budget transfers in the General Fund and Sewer Fund, as presented by the Clerk-Treasurer, for the fiscal year ended May 31, 2026.

Adopted Resolution: **314** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Miller** and seconded by **Trustee Mikoley** to authorize Mayor Schroeder to sign and approve the Intermunicipal Cooperation Agreement between the Villages of Lancaster & Depew for the purpose of reciprocal use of Sewer inspection equipment.

Adopted Resolution: **315** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to authorize the Village of Lancaster to enroll its eligible municipal electric accounts in the Community Solar Program through Erie County and further to authorize Mayor Schroeder to execute the subscriber agreement and such other documents as may be necessary to implement the Village's enrollment in the Project.

Adopted Resolution: **316** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Motion by **Trustee Miller** and seconded by **Trustee O'Brien** to approve the following membership changes for the Lancaster Fire Department as approved and accepted at its Department meeting on October 13, 2026:

- Approve membership for Zachary Deems to Rescue Hook & Ladder Company.
- Approve membership for Brendan Kennedy to Eagle Hose Company.
- Approve membership for Damian Kennedy to Junior Firefighter Program.
- Approve membership for Nathan Traina to Junior Firefighter Program.
- Approve status change for Samuel Miller from Active to Inactive Life Status.

Adopted Resolution: **317** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

AUDIENCE PARTICIPATION: GENERAL COMMENTS

-none-

COMMITTEE REPORTS & FOLLOW UPS:

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

Motion by **Trustee O'Brien** and seconded by **Trustee Miller** to authorize DPW employees Brian Lubkowski, Anthony Guarino, and Paul Rath to attend the 2026 ReLeaf Workshop related to Urban Tree Care & Management on November 19, 2026, at Tifft Nature Preserve at a cost of $30 per member.

Adopted Resolution: **318** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

➢ **PUBLIC WORKS** – Trustee Mikoley

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to authorize Mayor Schroeder to sign and approve a Holiday Decoration Use Agreement with the Lancaster Depew Rotary Club as presented.

Adopted Resolution: **319** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

A letter was received from a resident on Kurtz Avenue requesting the installation of a "Child With Autism" sign to alert drivers to be aware and slow down while driving on the street due to an autistic child living in the area.

Motion by **Trustee Mikoley** and seconded by **Trustee Miller** to direct the Department of Public Works to install "Child with Autism" signs on Kurtz Avenue per the County guidelines and to discuss the location of signage to be installed in each direction with the resident.

Adopted Resolution: **320** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

CSEA representatives are looking to meet to review the Peer Trainer Program that was recently approved. Management will need to select a DPW employee to participate, and union leadership will also select an employee. This matter was deferred until Mayor Schroeder is available since he had stated interest in participating in the process.

- **PUBLIC SAFETY** – Mayor Schroeder

No report.

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

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to schedule a public hearing in Council Chambers on Monday, November 9, 2026, to consider a proposed local law related to short term rentals, with such public hearing to commence immediately following another hearing previously scheduled at 7:15 p.m. regarding an unsafe building.

Adopted Resolution: **321** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

He commented that the Town of Lancaster adopted an e-bike law at its last meeting. He questioned how the Village of Lancaster might be included or piggyback onto the same law. Attorney Herdzik stated that he would need to review the Town's law to determine applicability to the Village before taking any action and what would be needed. It's possible that the Village may already be covered by what was adopted by the Town and he will report back after he is able to review.

Kideney Architects Buildings Conditions Assessment – The report is currently with the estimators, and we are waiting for them to complete the estimates before the report can be issued to the Village which is expected in about 2 to 3 weeks.

- **HUMAN RESOURCES** – Trustee Malone Schaefer

The responses received for alternate member positions for Zoning Board and Planning Commission will be reviewed for consideration.

- **COMMUNITY EVENTS** – Trustee Malone Schaefer

No report.

- **ECONOMIC DEVELOPMENT** – Mayor Schroeder

No report.

➢ **SEWER** – Trustee Mikoley

There was a Sewer Committee meeting last week. The committee reviewed the proposal to revise the Code related to sanitary sewer inspections for properties at the time of sale.

Motion by **Trustee Mikoley** and seconded by **Trustee O'Brien** to schedule a public hearing in Council Chambers on Monday, November 23, 2026, at 7:15 p.m. to consider a proposed local law to amend Section 263-21 of the Village Code regarding inspection of sanitary sewer discharges at transfer of title.

Adopted Resolution: **322** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

➢ **GRANTS** – Trustee O'Brien

USDA & NYSDEC Tree Planting Grants
Tree planting starts this week.

NY Forward - Lancaster Pocket Park
Cement pouring has commenced. The next construction meeting is this Wednesday morning.

NY Forward – Small Project Fund
He encouraged everyone to check out Frosty's Facebook page since they are posting a lot of really cool pictures, videos, and updates about their NY Forward-funded renovation.

Plum Bottom Creek Culvert – Phase 2
Consultant responses have been received and will be reviewed.

EFC Green Resiliency Grant
This grant looks like a great opportunity for the Village, but we are not quite ready to apply. It requires a feasibility study on where and what project makes the most sense. He has asked Watts to provide a quote to do that study to prepare for the next round of applications.

➢ **TECHNOLOGY & MARKETING** – Trustee Miller

The Village Board will review available devices to decide how they would like to proceed with replacing the outdated laptops.

There is a need to develop an IT policy for access to Village information from devices (Village-owned vs. personal). This item will be placed in this committee for review.

➢ **CLIMATE SMART** – Trustee O'Brien

Community Solar Program / PowerMarket Proposal – This program stands to save the Village up to $7,000 a year in energy costs, which, at a time when prices are only going up, is definitely the right move.

Farmer Pirates advised Amy Stypa that they have collected 4,170 lbs. of food scraps from 17 families since the beginning of the year.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:

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

Trees were received today and plantings will begin this week.

Crews are picking up leaves with 2 to 3 trucks out at a time.

The generator was received for the North End Fire Hall.

Plow blades will be installed on the trucks by November 1st to prepare for the winter season.

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

The last day for tax collection with penalties is Monday, November 2, 2026. Any unpaid balances after this date are sent to Erie County for re-levy on the County tax bills in January. The list of unpaid accounts will be forwarded no later than November 16th.

The auditor presentation is scheduled for Monday, November 9th at 6:00 p.m. prior to the next regular meeting. A representative from Drescher & Malecki will provide a summary presentation of the financial statements for the fiscal year ending May 31, 2026.

- **TOWN BUILDING DEPARTMENT** – Matt Fischione

He commented on a proposal he sent to the Town Board regarding the 2027 budget and his recommendation to modify fees. A copy was provided to the Village Board for consideration and review. Many of the fees are outdated and there is a need to cover costs associated with each process that requires a permit.

This matter will be added to the Building, Lights, & Codes Committee for further review.

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

There have been 20 alarms month-to-date.

Annual pump testing is scheduled for this Thursday.

The annual Halloween Parade and Costume Party will take place this Friday.

He obtained quotes and contract information for the fire equipment approved through a grant including plymovent systems, gear racks, and super vac fans. The chiefs would like to move forward with purchasing the items in the near future pending Village Board approval.

- **TOWN POLICE DEPARTMENT** – Captain Andrew Speyer

He provided a response to a question from Trustee O'Brien at the last meeting regarding Flock cameras and shared access with Cheektowaga PD due to known abuse that was found recently. He confirmed that access is shared with Cheektowaga as an adjoining agency. Data regarding audit searches is available through the Flock network. The Town of Lancaster PD does not run an audit on other agencies, but it does audit its own employees. This audit process at each agency is how the abuse was identified in Cheektowaga.

Trustee O'Brien commented that it took months to identify the abuse in Cheektowaga and that unauthorized access was allowed to happen during that time. As Lancaster residents, we have to rely on other Department policies when it comes to monitoring access to data by other agency employees.

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

No report.

MISCELLANEOUS:

-none-

ADJOURNMENT:

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to adjourn the meeting at 7:52 p.m.

Adopted Resolution: **323** Ayes: Trustees Malone Schaefer, Mikoley, Miller, and O'Brien

Respectfully submitted,

Michael E. Stegmeier
Clerk-Treasurer

ABSTRACT November 09, 2026

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

October 27, 2026 to November 09, 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	**$**	**202,863.26**
SEWER FUND ----------in the amount of	**$**	**22,952.88**
TRUST FUND ----------in the amount of	**$**	**2,395.19**
CAPITAL FUND ----------in the amount of	**$**	**151,659.54**
EQUIPMENT RESERVE ----------in the amount of	**$**	
COMMUNITY DEVELOPMENT ---------in the amount of	**$**	
SPECIAL REPAIR RESERVE FUND ----in the amount of	**$**	
TOTAL		**379,870.87**

For the period from October 14, 2026 **to** October 26, 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.....	**91**
General Fund Ck#.....	**94858-94917**
Sewer Fund Ck#.....	**12468-12474**
Trust Fund Ck#.....	**2648-2649**
Capital Fund Ck#.....	**1989-1990**
Community Development Fund Ck#	

_____

Mayor William Schroeder

Abstract Summary of Funds

Board Meeting Date: October 26, 2026

	General Fund (A)	Sewer Fund (G)	Trust Fund (T)	Capital Fund (H)
Vouchers Paid by Check				
2026-2027 Budget	$ 116,870.56	$ 14,166.49	$ 2,395.19	$ 151,659.54
Pre-Paids	$ 560.99			
Payroll Voucher 10/23/2026	$ 79,253.00	$ 8,162.00		
Fica Voucher 10/23/2026	$ 6,178.71	$ 624.39		
TOTALS	**$ 202,863.26**	**$ 22,952.88**	**$ 2,395.19**	**$ 151,659.54**

TOTAL ALL FUNDS **$ 379,870.87**

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

10/27/2026
09:15 AM

Ranges	Item Status	Purchase Types	Misc
Range: First to Last **Rcvd Batch Id Range:** First to Last **Encumbrance Date Range:** First to 05/31/27	**Open:** N **Void:** N **Paid:** N **Held:** N **Aprv:** N **Rcvd:** Y	**Bid:** Y **State:** Y **Other:** Y **Exempt:** Y	**P.O. Type:** All **Format:** Detail without Line Item Notes **Include Non-Budgeted:** Y **Prior Year Only:** N *** Means Prior Year Line:** **Vendors:** All

PO #	PO Date	Vendor	Contract	PO Type

Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Date	Enc Date	Rcvd Date	Chk/Void Date	Invoice
27-00563	10/15/26 ADAMC005 CORY ADAMCZAK										
1	PLANNING COMMISSION OCTOBER	$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/15/26		10/15/26		10/15/2026
27-00564	10/21/26 ALERT005 ALERT-ALL CORPORATION										
1	COLORING BOOKS/HELMETS 4EVENTS	$999.00	A -3411-435-000	E	FIRE DEPT-FIRE EDUCATION PROG	R	10/21/26		10/21/26		226100041
27-00565	10/21/26 ALPIN005 ALPINE SOFTWARE CORP										
1	ANNUAL FEE CLOUD STORAGE-LOSAP	$945.00	A -3411-477-000	E	FIRE DEPT-RED ALERT PROG/INFO	R	10/21/26		10/21/26		INV-390-03219
27-00566	10/21/26 AMAZO010 AMAZON CAPITAL SERVICES										
1	FLASHLIGHTS 4 ENGINE 1 & 2	$272.43	A -3411-260-340	E	FIRE DEPARTMENT - ASSORTED H/	R	10/21/26		10/21/26		17QD-344J-FMMV
2	LAPTOP BAG FOR SECRETARY	$23.44	A -3411-401-000	E	FIRE DEPT-OFFICE SUPPLIES	R	10/21/26		10/21/26		1HRC-MJGX-PCG9
3	EMT TEXT BOOKS 3 MEMBERS	$209.96	A -3411-470-000	E	FIRE DEPT-TRAINING	R	10/21/26		10/21/26		1DFY-99N4-GGLV
		$505.83									
27-00567	10/22/26 APPLI010 APPLIED INDUSTRIAL TECH										
1	DPW MECHANICS - SHOP RESTOCK	$392.62	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/22/26		10/22/26		7035499920
2	DPW MECHANICS - SHOP RESTOCK	$392.61	A -7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT	R	10/22/26		10/22/26		7035499920
3	DPW MECHANICS - SHOP RESTOCK	$392.61	A -8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC	R	10/22/26		10/22/26		7035499920
4	DPW MECHANICS - SHOP RESTOCK	$392.61	A -8560-452-000	E	SHADE TREES-TRUCK REPAIR & M/	R	10/22/26		10/22/26		7035499920
5	DPW MECHANICS - SHOP RESTOCK	$392.61	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	10/22/26		10/22/26		7035499920
		$1,963.06									
27-00568	10/22/26 APPLI010 APPLIED INDUSTRIAL TECH										
1	DPW MECHANICS RESTOCK	$53.34	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/22/26		10/22/26		7035575790

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

10/27/2026
09:15 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
27-00569	10/22/26 APPLI010 APPLIED INDUSTRIAL TECH									
1	DPW MECHANICS RESTOCK	$32.08	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/22/26	10/22/26		7035527181
27-00570	10/15/26 ASPOS005 ASPOSTO, CONNOR									
1	PLANNING COMMISSION - OCTOBER	$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/15/26	10/15/26		10/15/2026
27-00571	10/23/26 BETTE005 BETTER POWER INC									
1	NEFH GENERATOR/TRANSFER SWITCH	$33,436.44	A -1621-200-000	E	NORTH END F.H.-EQUIPMENT	R	10/23/26	10/23/26		L1160
27-00572	10/14/26 BUDZI010 BUDZINSKI, JEFFREY									
1	HPC MEETING - OCTOBER 2026	$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00573	10/15/26 BUSZC005 BUSZKA, ALEXANDER									
1	PLANNING COMISSION OCTOBER	$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/15/26	10/15/26		10/15/2026
27-00574	10/14/26 CAMPB010 SHERRY CAMPBELL									
1	HPC MEETING - OCTOBER 2026	$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00575	10/15/26 CARRI005 CARRICK, RYAN									
1	PLANNING COMMISSION	$150.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/15/26	10/15/26		10/15 +BAL 9/17
27-00576	10/23/26 CHART005 CHARTER COMMUNICATIONS									
1	RECEIVERS/BASIC TV DPW	$46.13	A -1640-435-000	E	DEPT PUBLIC WORKS-CONTRACTL	R	10/23/26	10/23/26		141774001100726
27-00577	10/14/26 CHAVE005 CHAVES YATES, CAITLIN									
1	HPC MEETING - OCTOBER 2026	$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00578	10/23/26 CHERR005 CHERRY GROVE FARM									
1	CARRIAGE RIDES-TREE LTG 2026	$900.00	A -7550-425-000	E	CELEBRATIONS-CHRISTMASVLLE/T	R	10/23/26	10/23/26		INV - 000108
27-00579	10/23/26 CJKRA005 C J KRANTZ TOPSOIL INC.									
1	TOPSOIL	$1,482.00	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	10/23/26	10/23/26		VARIOUS

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
27-00580	10/13/26 COFFE005 COFFED, STEPHEN									
1	COURT BALIFF SUPP. 8/11-10/13	$668.75	A -1110-435-000	E	VILLAGE JUSTICE - CONTRACTUAL	R	10/13/26	10/13/26		10/13/2026
27-00581	10/22/26 DELAG005 DELAGE LANDEN FINANCIAL SVC									
1	HPC COPIER + DOCUWEAR SOFTWARE	$88.05	A -7520-435-000	E	HISTORIC DISTRICT-CONTRACTUA	R	10/22/26	10/22/26		VARIOUS
2	HPC COPIER + DOCUWEAR SOFTWARE	$710.00	A -1325-435-200	E	FINANCE TREASURER - SVC MAINT	R	10/22/26	10/22/26		VARIOUS
		$798.05								
27-00582	10/14/26 DELFT005 DELFT PRINTING INC.									
1	147 MAILERS DEC FORESTRY GRANT	$446.01	A -8560-400-000	E	SHADE TREES-EDUCATIONAL MATI	R	10/14/26	10/14/26		26-42810
27-00583	10/14/26 DELFT005 DELFT PRINTING INC.									
1	84 MAILERS FOR USDA TREE GRANT	$262.75	A -8560-420-000	E	SHADE TREES-USDA TREE EQUITY	R	10/14/26	10/14/26		26-42811
27-00584	10/22/26 DIDON005 DIDONATO ASSOCIATES, PE.,P.C.									
1	CENTRAL AVE 10/12/25-10/10/26	$69,978.54	H -0522-400-117	E	EXPENSES- CENTRAL AVE IMPROV	R	10/22/26	10/22/26		26-8625/25626.2
27-00585	10/21/26 DIVAL005 DIVAL SAFETY EQUIP. INC.									
1	HYDROTESTING SCBA TANKS ETC	$546.50	A -3411-260-260	E	FIRE DEPT-SCBA BOTTLES	R	10/21/26	10/21/26		VARIOUS
2	HYDROTESTING SCBA TANKS ETC	$361.00	A -3411-260-430	E	FIRE DEPT-CO DETECTOR METERS	R	10/21/26	10/21/26		VARIOUS
		$907.50								
27-00586	10/23/26 DIVAL005 DIVAL SAFETY EQUIP. INC.									
1	FIRST AID RESTOCK	$221.91	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	10/23/26	10/23/26		4013067
2	FIRST AID RESTOCK	$110.96	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	10/23/26	10/23/26		4013067
3	FIRST AID RESTOCK	$181.21	A -5010-442-000	E	STREETS ADMINISTRATION-SAFET	R	10/23/26	10/23/26		4013067
		$514.08								
27-00587	10/22/26 EATON005 EATON OFFICE SUPPLY									
1	CTO OFFICE - SHARPIES/CALENDAR	$63.47	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	10/22/26	10/22/26		PINV1374934
27-00588	10/22/26 EATON005 EATON OFFICE SUPPLY									

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
27-00588	10/22/26	EATON005	EATON OFFICE SUPPLY		Account Continued					
1	AA BATTERIES - CTO	$12.99	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	10/22/26	10/22/26		PINV1373845
27-00589	10/22/26	EATON005	EATON OFFICE SUPPLY							
1	CTO SUPPLIES-STAPLES/COPYPAPER	$45.84	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	10/22/26	10/22/26		PINV1373448
27-00590	10/09/26	EATON005	EATON OFFICE SUPPLY							
1	COURT-LABELS/CALENDAR/DUSTER	$137.80	A -1110-401-000	E	VILLAGE JUSTICE - OFFICE SUPPLI	R	10/09/26	10/09/26		PINV1372782
27-00591	10/14/26	ECKER005	EMMA ECKERT							
1	HPC MTG - MEMBER + SECRETARY	$295.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00592	10/21/26	EMPIR005	EMPIRE EMERGENCY APPARATUS INC							
1	ANNUAL SVC HOLMATRO TOOLS	$1,790.00	A -3411-479-000	E	FIRE DEPT-YRLY SVC & CERTIF/INS	R	10/21/26	10/21/26		INV78613
27-00593	10/23/26	ERIEC015	ERIE COUNTY COMPTROLLER							
1	SIGN REPLACEMENT-D/T ACCIDENT	$81.90	A -5110-412-000	E	STREETS MAINT-SIGNS	R	10/23/26	10/23/26		1800085417
27-00594	10/22/26	FLEET010	FLEETPRIDE INC.							
1	REPAIRS TO TRUCK 12	$46.58	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: 1	R	10/22/26	10/22/26		138684948
27-00595	10/15/26	GAJEW010	GAJEWSKI, STEVEN							
1	PLANNING - OCTOBER 2026	$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/15/26	10/15/26		10/15/2026
27-00596	10/22/26	GOODE005	GOOD EARTH ORGANICS							
1	GREEN WASTE	$1,000.00	A -8160-434-000	E	REFUSE & GARBAGE-CONTRACT S	R	10/22/26	10/22/26		027447
27-00597	10/23/26	GRAIN005	GRAINGER							
1	PARTS & SUPPLIES AUG/SEP 2026	$209.22	A -1620-402-000	E	SHARED SERVICES - JANITORIAL S	R	10/23/26	10/23/26		VARIOUS
2	PARTS & SUPPLIES AUG/SEP 2026	$209.22	A -1621-419-000	E	NORTH END FIRE HALL - JANITORI/	R	10/23/26	10/23/26		VARIOUS
3	PARTS & SUPPLIES AUG/SEP 2026	$313.83	A -1640-402-000	E	DEPT PUBLIC WORKS-JANITORIAL	R	10/23/26	10/23/26		VARIOUS
4	PARTS & SUPPLIES AUG/SEP 2026	$251.71	A -5010-442-000	E	STREETS ADMINISTRATION-SAFET	R	10/23/26	10/23/26		VARIOUS
5	PARTS & SUPPLIES AUG/SEP 2026	$564.50	A -5110-412-000	E	STREETS MAINT-SIGNS	R	10/23/26	10/23/26		VARIOUS
6	PARTS & SUPPLIES AUG/SEP 2026	$745.01	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: 1	R	10/23/26	10/23/26		VARIOUS

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
27-00597	10/23/26 GRAIN005 GRAINGER				*Account Continued*					
7	PARTS & SUPPLIES AUG/SEP 2026	$745.01	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/23/26	10/23/26		VARIOUS
8	PARTS & SUPPLIES AUG/SEP 2026	$111.53	A -7110-414-000	E	PARKS-MATERIALS-OTHER	R	10/23/26	10/23/26		VARIOUS
		$3,150.03								
27-00598	10/23/26 HECTO005 HECTOR'S HARDWARE									
1	PARTS & SUPPLIES 4-7/2026	$21.29	A -8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT I	R	10/23/26	10/23/26		OCTOBER 2026
2	PARTS & SUPPLIES 4-7/2026	$25.47	A -1620-453-000	E	SHARED SERVICES-EQUIPMENT RI	R	10/23/26	10/23/26		OCTOBER 2026
3	PARTS & SUPPLIES 4-7/2026	$38.21	A -7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT	R	10/23/26	10/23/26		OCTOBER 2026
		$84.97								
27-00599	10/22/26 INDEP005 INDEPENDENT HEALTH									
1	EMPLOYEE HEALTH INS OCTOBER 26	$2,212.04	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	10/22/26	10/22/26		4478739
2	EMPLOYEE HEALTH INS OCTOBER 26	$201.10	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M	R	10/22/26	10/22/26		4478739
		$2,413.14								
27-00600	10/23/26 IRRSU005 IRR SUPPLY CENTER INC.									
1	NEFH GEN PRO/SUMP PUMP LMB ETC	$534.53	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	10/23/26	10/23/26		5622676
2	NEFH GEN PRO/SUMP PUMP LMB ETC	$1,690.42	A -1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	10/23/26	10/23/26		5622676
3	NEFH GEN PRO/SUMP PUMP LMB ETC	$165.00	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	10/23/26	10/23/26		5622676
		$2,389.95								
27-00601	10/14/26 KACAL005 KACALA, JEANINE									
1	HPC MEETING - OCTOBER 2026	$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00602	10/14/26 JOSEP005 JOSEPH KEEFE, ESQ									
1	HPC MEETING - OCTOBER 2026	$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00603	10/23/26 KENSS005 KEN'S SERVICE & SALES, INC.									
1	REPAIRS - MOWER VELOCITY CATCH	$569.00	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/23/26	10/23/26		110282
27-00604	10/22/26 LABEL005 LABELLA ASSOCIATES									
1	NY FOR PROF SVC 5/16-9/18 2026	$8,408.50	A -8989-435-000	E	ECONOMIC DEV-CONTRACTUAL SE	R	10/22/26	10/22/26		VARIOUS

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
27-00605	10/22/26 LACAL005	LACAL EQUIPMENT, INC.								
1	DUOLEVO SWEEPER BROOMS	$677.25	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/22/26	10/22/26		0458724-IN
27-00606	10/22/26 LAKES010	LAKESIDE SOD SUPPLY CO.,INC.								
1	KENTUCKY BLUEGRASS 4 PAC STAIR	$42.00	A -5110-413-000	E	STREETS MAINT-RESURFACING M/	R	10/22/26	10/22/26		84817
27-00607	10/22/26 LINDE005	LINDE GAS & EQUIPMENT INC								
1	WELDING SUPPLIES - DPW MECH	$327.60	A -5110-419-000	E	STREETS MAINT-TOOLS & PAINT	R	10/22/26	10/22/26		5956318
27-00608	10/23/26 LOCKP005	LOCKPORT OUTDOOR STORE								
1	BOOT & CLOTHING - RATH/DENNIS	$769.97	A -1640-403-000	E	DEPT PUBLIC WORKS - UNIFORMS	R	10/23/26	10/23/26		10/26/2026
27-00609	10/14/26 MEYER005	MICHAEL MEYER								
1	HPC MEETING - CHAIRPERSON	$125.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET	R	10/14/26	10/14/26		10/14/2026
27-00610	10/22/26 MILLE040	MILLER CONSTRUCTION SERVICES								
1	POCKET PARK - PAY 2	$81,681.00	H -0522-400-118	E	EXPENSES - LMB POCKET PARK (N	R	10/22/26	10/22/26		14146
27-00611	10/15/26 MILLE025	MILLER, SAMUEL								
1	PLANNING COMMISSION - OCTOBER	$100.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/15/26	10/15/26		10/15/2026
27-00612	10/22/26 MOULV005	MOULVI & ANWARA MGMT								
1	DEPEW TAXES PAID TO US - ERROR	$1,205.12	A -690-000	G	OVERPAYMENTS	R	10/22/26	10/22/26		CC REF 3122
27-00613	10/23/26 NAPAA010	NAPA AUTO PARTS								
1	PARTS & SUPPLIES SEPT 2026	$630.76	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DI	R	10/23/26	10/23/26		SEPT2026
2	PARTS & SUPPLIES SEPT 2026	$1,378.48	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TI	R	10/23/26	10/23/26		SEPT2026
3	PARTS & SUPPLIES SEPT 2026	$73.84	A -7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT	R	10/23/26	10/23/26		SEPT2026
4	PARTS & SUPPLIES SEPT 2026	$308.54	A -8160-453-000	E	REFUSE & GARBAGE-EQUIPMENT I	R	10/23/26	10/23/26		SEPT2026
		$2,391.62								
27-00614	10/23/26 NATIO015	NATIONAL FUEL								
1	DPW ACCT 3277341 02	$273.23	A -1640-440-000	E	DEPT PUBLIC WORKS GARAGE-GA	R	10/23/26	10/23/26		9/9-10/7 2026

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

PO #	PO Date	Vendor		Contract	PO Type

Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
27-00615	10/22/26 NATIO015	NATIONAL FUEL								
1	NEFH 3277332 03	$33.16	A -1621-440-000	E	NORTH END FIRE HALL - GAS	R	10/22/26	10/22/26		9/10-10/9 2026
27-00616	10/22/26 NEWEN005	NEW ENTERPRISE STONE & LIME CO								
1	RECYLCED/ADJUSTMENT CHARGE	$266.21	A -5110-412-000	E	STREETS MAINT-SIGNS	R	10/22/26	10/22/26		8931704
2	RECYLCED/ADJUSTMENT CHARGE	$175.99	G -8120-434-000	E	SANITARY SEWERS-REPAIRS/MATE	R	10/22/26	10/22/26		8931704
		$442.20								
27-00617	10/21/26 NYSAS010	NYS ASSOC OF FIRE CHIEFS								
1	2027 MEMBERSHIP LFD	$300.00	A -3411-432-000	E	FIRE DEPT-DUES & SUBSCRIPTION	R	10/21/26	10/21/26		10/22/2026
27-00618	10/22/26 NYSAS015	NYS ASSOC. OF CITY & VILLAGE C								
1	MEMBERSHIP DUES STEG/KISIEL	$150.00	A -1325-432-000	E	FINANCE TREASURER - DUES & SU	R	10/22/26	10/22/26		2027
27-00619	10/22/26 NOCOE005	NOCO ENERGY CORP- FUELS								
1	DIESEL FUEL	$209.53	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL	R	10/22/26	10/22/26		459446
2	DIESEL FUEL	$697.32	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	10/22/26	10/22/26		459446
3	DIESEL FUEL	$600.87	A -7110-416-000	E	PARKS-GAS & OIL	R	10/22/26	10/22/26		459446
4	DIESEL FUEL	$506.32	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	10/22/26	10/22/26		459446
5	DIESEL FUEL	$444.21	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	10/22/26	10/22/26		459446
6	DIESEL FUEL	$507.36	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	10/22/26	10/22/26		459446
		$2,965.61								
27-00620	10/22/26 NOCOE005	NOCO ENERGY CORP- FUELS								
1	UNLEADED FUEL	$497.73	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL	R	10/22/26	10/22/26		452024
2	UNLEADED FUEL	$406.12	A -7110-416-000	E	PARKS-GAS & OIL	R	10/22/26	10/22/26		452024
3	UNLEADED FUEL	$399.04	A -8560-416-000	E	SHADE TREES-GASOLINE & OIL	R	10/22/26	10/22/26		452024
4	UNLEADED FUEL	$101.80	A -8170-416-000	E	STREET CLEANING-GASOLINE & OI	R	10/22/26	10/22/26		452024
5	UNLEADED FUEL	$188.05	G -8120-416-000	E	SANITARY SEWERS-FUEL & LUBE	R	10/22/26	10/22/26		452024
		$1,592.74								
27-00621	10/22/26 N0000015	N Y S E G								
1	CENTRAL&BRADY 10011749818	$41.77	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	10/22/26	10/22/26		9/12-10/12 2026

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Purchase Order Listing By P.O. Number

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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
27-00622	10/22/26 N0000015 N Y S E G									
1	34 CENTRAL 1001-7803-635	$50.66	A -7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E	R	10/22/26	10/22/26		9/3-10/2 2026
27-00623	10/22/26 N0000015 N Y S E G									
1	CENTRAL/WMAIN 1001-7804-799	$28.38	A -7550-400-000	E	CELEBRATIONS-CONTRACTUAL EX	R	10/22/26	10/22/26		9/3-10/2 2026
27-00624	10/22/26 N0000015 N Y S E G									
1	5 AURORA ST. 1001-7804-781	$145.38	A -8510-438-000	E	BEAUTIFICATION - CBD TREES / RE	R	10/22/26	10/22/26		9/3-10/2 2026
27-00625	10/22/26 N0000015 N Y S E G									
1	LMB 1001-0038-676	$811.54	A -1620-438-000	E	SHARED SERVICES - ELECTRIC	R	10/22/26	10/22/26		9/2-10/1 2026
27-00626	10/22/26 N0000015 N Y S E G									
1	MON LTG 1003-8596-887	$26.14	A -7110-438-000	E	PARKS-ELECTRIC	R	10/22/26	10/22/26		9/3-10/2 2026
27-00627	10/22/26 N0000015 N Y S E G									
1	5386 BROADWAY 1005-2259-743	$172.07	A -7110-441-000	E	PARKS-WATER	R	10/22/26	10/22/26		9/2-10/2 2026
27-00628	10/22/26 N0000015 N Y S E G									
1	CENTRAL/PLEAS 1009-3026-648	$260.52	A -5182-438-000	E	STREET LIGHTING-HWY LIGHTING-	R	10/22/26	10/22/26		9/3-10/2 2026
27-00629	10/22/26 N0000015 N Y S E G									
1	DPW 1001-0111-952	$957.89	A -1640-439-000	E	DEPT PUBLIC WORKS - ELECTRIC	R	10/22/26	10/22/26		9/4-10/6 2026
27-00630	10/22/26 N0000015 N Y S E G									
1	NEFH 1001-0038-361	$340.56	A -1621-438-000	E	NORTH END FIRE HALL - ELECTRIC	R	10/22/26	10/22/26		9/2-10/2 2026
27-00631	10/21/26 OCCUS005 OCCUSTAR INC									
1	FIREFIGHTER/JUNIOR 3 PHYSICALS	$401.00	A -3411-471-000	E	FIRE DEPT-PHYSICALS	R	10/21/26	10/21/26		17161
27-00632	10/22/26 PARIS005 PARISE MECHANICAL, INC									
1	BOILER REPAIR AT DPW	$373.39	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	10/22/26	10/22/26		S26-575

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Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	Contract	PO Type
27-00633	10/22/26	PARIS005 PARISE MECHANICAL, INC		

Item	Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
1	LMB HEATING PM + BOILER REPAIR	$3,475.56	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	10/22/26	10/22/26		S26-576/531
27-00634	10/23/26	PIRRI005 PIRRITANO EXCAVATING, INC.								
1	MANHOLE CLEANING/DEBRIS REM.	$5,400.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAI	R	10/23/26	10/23/26		696
27-00635	10/22/26	PRIMO005 PRIMO BRANDS								
1	WATER COOLER RENTALS	$14.99	A -1620-435-000	E	SHARED SERVICES - CONTRACTU/	R	10/22/26	10/22/26		06J8740027497
27-00636	10/22/26	PRIMO005 PRIMO BRANDS								
1	WATER/ COOLER RENTAL	$160.89	A -1640-441-000	E	DEPT PUBLIC WORKS GARAGE-WA	R	10/22/26	10/22/26		06J8740027495
27-00637	10/22/26	PYEBA005 PYE-BAKER FIRE & SAFETY								
1	REPAIR BOILER DPW	$184.95	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD	R	10/22/26	10/22/26		9257196
27-00638	10/22/26	QUERM005 QUERMBACK ELECTRIC INC.								
1	NEFH GENERATOR PROJECT	$2,201.92	A -1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	10/22/26	10/22/26		200387
27-00639	10/21/26	RESPO005 RESPONDER MAX								
1	ANNUAL FEE WEBSITE HOSTING	$1,035.84	A -3411-477-000	E	FIRE DEPT-RED ALERT PROG/INFO	R	10/21/26	10/21/26		6689
27-00640	10/22/26	BEEGR005 SMG-BATAVIA, LLC								
1	PUBLIC NOTICE - RE ELECTION 27	$62.55	A -1450-430-000	E	ELECTIONS - ADVERTISING	R	10/22/26	10/22/26		TQMLV3QU-0038
27-00641	10/22/26	BEEGR005 SMG-BATAVIA, LLC								
1	186 CENTRAL	$250.54	A -1325-430-000	E	FINANCE TREASURER - PRINTING /	R	10/22/26	10/22/26		TQMLV3QU-0037
27-00642	10/14/26	STONE010 STONEBRAKER, NANCY								
1	HPC MEETING - OCTOBER 2026	$100.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRET.	R	10/14/26	10/14/26		10/14/2026
27-00643	10/22/26	SUBUR005 SUBURBAN LOCK & KEY, INC.								
1	BASEMENT ENTRY SET REPLACED	$447.50	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	10/22/26	10/22/26		158200

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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
27-00644	10/23/26	TKELE005	TK Elevator Corp							
1	LMB ELEVATOR FULL MAITENANCE	$1,655.91	A -1620-450-000	E	SHARED SERVICES - BUILDING & G	R	10/23/26	10/23/26		3009827426
27-00645	10/23/26	WOODC005	WOODCUTTERS HEADQUARTERS INC.							
1	STIHL QUICK CHRGR + DRIVE TUBE	$171.48	A -8560-250-000	E	SHADE TREES-OTHER EQIPMENT-S	R	10/23/26	10/23/26		WCHQ00726
27-00646	10/22/26	ZDARS005	ZDARSKY, SAWICKI & AGOSTINELLI							
1	4TH GEN PROF SVCS DISBURSEMENT	$494.00	A -1010-435-300	E	BOARD OF TRUSTEES - SPECIAL C	R	10/22/26	10/22/26		996054
27-00647	10/26/26	CHART020	CHARTER COMMUNICATION							
1	DPW, NEFH, LMB	$135.44	A -1325-474-000	E	FINANCE TREASURER - WEB SITE &	R	10/26/26	10/26/26		0081400101726
2	DPW, NEFH, LMB	$229.21	A -1325-474-000	E	FINANCE TREASURER - WEB SITE &	R	10/26/26	10/26/26		0081418101726
3	DPW, NEFH, LMB	$229.21	A -1325-474-000	E	FINANCE TREASURER - WEB SITE &	R	10/26/26	10/26/26		0081582101726
		$593.86								
27-00648	10/26/26	CSEAE005	C S E A EMPLOYEE BENEFIT FUND							
1	EMP VISION/DENTAL SEPT 2026	$3,791.52	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	10/26/26	10/26/26		SEPTEMBER
2	EMP VISION/DENTAL SEPT 2026	$1,062.71	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M	R	10/26/26	10/26/26		SEPTEMBER
3	EMP VISION/DENTAL SEPT 2026	$456.94	T -020-000	G	MEDICAL INSURANCE	R	10/26/26	10/26/26		SEPTEMBER
		$5,311.17								
27-00649	10/26/26	HIGHM005	HIGHMARK BCBSWNY							
1	EMPLOYEE HEALTH INS. SEPTEMBER	$23,100.17	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL &	R	10/26/26	10/26/26		SEPT 2026
2	EMPLOYEE HEALTH INS. SEPTEMBER	$6,238.67	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M	R	10/26/26	10/26/26		SEPT 2026
		$29,338.84								
27-00650	10/23/26	NYSUR005	NYS URBAN FORESTRY COUNCIL							
1	2026 R9 RELEAF WORKSHOP 3 EMP.	$90.00	A -8560-470-000	E	SHADE TREES-TRAINING	R	10/23/26	10/23/26		NYSUFC111626
27-00651	10/26/26	STATE005	STATE COMPTROLLER-JUSTICE FUND							
1	FINES/FEES SEPTEMBER 2026	$1,938.25	T -061-000	G	TRUST FUND, COURT & TRUST	R	10/26/26	10/26/26		1442600-2026-09

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*

Total Purchase Orders: 89 Total P.O. Line Items: 129 Total List Amount: $285,091.78 Total Void Amount: $0.00

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	7-A	$115,665.44	$0.00	$1,205.12	$116,870.56
	7-G	$14,166.49	$0.00	$0.00	$14,166.49
	7-H	$151,659.54	$0.00	$0.00	$151,659.54
	7-T	$0.00	$0.00	$2,395.19	$2,395.19
Total Of All Funds:		$281,491.47	$0.00	$3,600.31	$285,091.78

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	$115,665.44	$0.00	$1,205.12	$116,870.56
	G	$14,166.49	$0.00	$0.00	$14,166.49
	H	$151,659.54	$0.00	$0.00	$151,659.54
	T	$0.00	$0.00	$2,395.19	$2,395.19
Total Of All Funds:		$281,491.47	$0.00	$3,600.31	$285,091.78

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Purchase Order Listing By P.O. Number

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Ranges

Range: *First to Last*
Rcvd Batch Id Range: *First to Last*
Encumbrance Date Range: *First to 05/31/27*

Item Status

Open: *N*
Void: *N*
Paid: *N*
Held: *N*
Aprv: *N*
Rcvd: *Y*

Purchase Types

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

Misc

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*
27-00562	10/15/26	GMESC005	GMES COLCHESTER		

Item	*Description*	*Amount*	*Charge Account*	*Acct Type*	*Description*	*Stat/Chk*	*First Enc Date*	*Rcvd Date*	*Chk/Void Date*	*Invoice*
1	NEFH GENERATOR PROJECT	$560.99	A -1621-453-000	E	NORTH END F.H.-BUILD & GROUND	R	10/15/26	10/15/26		24846

Total Purchase Orders: 1 **Total P.O. Line Items:** 1 **Total List Amount: $560.99** **Total Void Amount: $0.00**

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Purchase Order Listing By P.O. Number

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Totals by Year-Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	7-A	$560.99	$0.00	$0.00	$560.99
Total Of All Funds:		$560.99	$0.00	$0.00	$560.99

Totals by Fund

Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	A	$560.99	$0.00	$0.00	$560.99
Total Of All Funds:		$560.99	$0.00	$0.00	$560.99

Batch Id: PAYROLL Batch Date: 10/23/26 Batch Type: Recurring

Account No. / Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -1010-100-000 BOARD OF TRUSTEES - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	1,547.87		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1110-100-000 VILLAGE JUSTICE - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	2,825.72		2
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	573.22		3
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	6,074.32		4
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1420-100-000 LAW - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	2,114.94		5
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	811.34		6
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	2,633.26		7
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE	Expenditure	Payroll charges for paydate 10/23/2026	17,901.56		8
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	923.10		10
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	0.00		11
Db: A -200-000 CASH		Cr: A -522-000 EXPENDITURE CONTROL			
A -3989-100-000 BUILDING INSP-PERSONAL SVCS-CODE ENFCMT	Expenditure	Payroll charges for paydate 10/23/2026	0.00		12
Db: A -200-000 CASH		Cr: A -522-000 EXPENDITURE CONTROL			
A -3990-100-000 DISASTER PREPAREDNESS-PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	145.88		13
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
A -4020-100-000 REGISTRAR VITAL STATS-PERSONAL SERVICES	Expenditure	Payroll charges for paydate 10/23/2026	188.98		14
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

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 10/23/2026 Cr: A -200-000 CASH	7,665.80		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	13,551.96		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 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 10/23/2026 Cr: A -200-000 CASH	110.40		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		20
A -7550-103-000 DPW - Regular Time Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	142.48		21
A -8020-100-000 PLANNING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	89.66		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	8,358.16		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	2,392.00		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	6,479.89		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -200-000 CASH	95.76		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 10/23/2026 Cr: A -522-000 EXPENDITURE CONTROL	1,514.37-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 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 10/23/2026 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 10/23/2026 Cr: G -200-000 CASH	3,644.44		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 10/23/2026 Cr: G -200-000 CASH	4,517.56		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 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 10/23/2026 Cr: A -200-000 CASH	3,420.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		36
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 Cr: A -522-000 EXPENDITURE CONTROL	0.00		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 10/23/2026 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 10/23/2026 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 10/23/2026 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 10/23/2026 Cr: A -200-000 CASH	2,721.07		41
A -8010-100-000	Expenditure	Payroll charges for paydate 10/09/2026	0.00		42

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	79,253.00	0.00	0.00	0.00	0.00	0.00
	G	8,162.00	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		87,415.00	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	40	87,415.00
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:	40	

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: 10/23/26 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 10/23/2026	6,178.71		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 10/23/2026	624.39		2
Db: G -522-000 EXPENDITURE CONTROL		Cr: G -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,178.71	0.00	0.00	0.00	0.00	0.00
	G	624.39	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		6,803.10	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,803.10
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

November 9, 2026

	1st Motion	2nd 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 October 16, 2026 – October 29, 2026.
	ACTION -	*Rec/File Refer to:*	
2.	_____	_____	Correspondence from Dennis A. Snyder, Jr. providing notice of his retirement from the Department of Public Works effective on January 25, 2027, and requesting to allocate the value of unused sick leave time towards dental insurance costs until funds are expended pursuant to Article IX of the collective bargaining agreement.
	ACTION -	*Rec/File Refer to:*	
3.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
4.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
5.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
6.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
7.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
8.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
9.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
10.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
11.	_____	_____	
	ACTION -	*Rec/File Refer to:*	
12.	_____	_____	

Last Updated: 11/5/2026 3:50 PM

LISTED # 1
CORRESPONDENCE
MEETING DATE 11/9/2026

VILLAGE COVER SHEET

NOVEMBER 9, 2026, BOARD MEETING

PERMITS ISSUED 15

VILLAGE PERMIT TOTAL

BUILDING PERMIT APPLICATIONS FOR THE VILLAGE OF LANCASTER

INSTALL FENCE	02
INSTALL ROOF	03
DEMOLITION	01
ERECT COMMERCIAL ADD/ALT	01
INSTALL RESIDENTAL PLUMBING	03
ERECT PORCH/ PORCH COVER	01
INSTALL GENERATOR	01
TEMPORARY DUMPSTER	01
ERECT DECK	01
INSTALL SIGN	01
TOTAL PERMITS FOR THE VILLAGE	**15**

Elite Custom Builders	3825 Walden Ave.	Er. Comm. Add/ Alt.
WNY Sign Co.	4 W. Main St.	Er. Sign
Zenner and Ritter Co.	92 Sixth Ave	Inst. Generator
Ronald Bishop	63 Park Blvd.	Er. Porch
Andera Kendall	4 Mason Pl.	Re-Roof
Michael Krasinski	15 Wilkshire Pl.	Er. Fence
A & W General Contracting	7 Highland Pl.	Dem. Garage
The Vinyl Outlet	88 Christen Ct.	Er. Fence
Franks Basement Systems	167 Fourth Ave.	Inst. Res. Plumbing
Catherine Baldasssi	37 Edgewood Rd.	Dumpster- Temp
Besroi Construction	27 Mount View Pl.	Er. Deck
Cellino Plumbing Inc.	1 Cadet Cir.	Inst. Res. Plumbing
Black Rock Roofing	131 Norris Ave.	Re-Roof
Castle Home Improvements	36 Wilma Dr.	Re-Roof
Mosers Plumbing & Heating Inc,	23 Wren Ave.	Inst. Res. Plumbing

Town of Lancaster

Expired Permits Report

10/16/2026 - 10/29/2026

Permit #	Location	Description of Work	Permit Date	Exp. Date
P-2021-33203	71 Brandel Ave	Residential alteration of the first and second floor of an existing building as shown on the construction drawings. Manual J & S required per ACCA.	10/24/2025	10/24/2026
P-2024-36966	33 Church St	Level 1 Alteration of an existing residence as shown on construction drawings. Manual J & S required for rough frame inspection.	10/20/2025	10/20/2026
P-2025-38717	22 Camner Ave	60ft of 6ft high stockade fence to be located across rear of property as per survey.	10/16/2025	10/16/2026
P-2025-38724	206 Aurora St	70 Lf of 6' wood as plotted on survey	10/17/2025	10/17/2026
P-2025-38726	33 Church St	75 LF of 6' vinyl as plotted on survey.	10/17/2025	10/17/2026
P-2025-38731	Skoob's Village Grill 50 Central Ave	4-HVAC Unit Replacements as described in work scopre and specifications.	10/20/2025	10/20/2026
P-2025-38744	5521 Broadway St	59.5ft of 6ft high wood stockade fencing. 6' x 8' to be wire.as per survey	10/22/2025	10/22/2026
P-2025-38746	191 Saint Marys St	12' x 20' shed as plotted on survey and shown on drawings.	10/23/2025	10/23/2026
P-2025-38747	123 Richmond Ave	Installation of a 14 kW Home Standby Generator as per work scope, specifications and plot plan.	10/23/2025	10/23/2026
P-2025-38761	62 Livingston St	Roof- Tear off and replacement as shown on contract	10/24/2025	10/24/2026
P-2025-38767	206 Aurora St	Fence- 135 LF of 5 and 4' as plotted on survey	10/27/2025	10/27/2026
P-2025-38769	16 Ashley Dr	16' x 20' garage as plotted on survey and shown on drawings	10/27/2025	10/27/2026
P-2026-39181	11 Pleasant Ave	Pod to be in driveway 6/1/26/6/15/26-- not to be in road right of way	04/27/2026	10/27/2026

Total Expired Permits: 13

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
Open Date: 10/16/26						
2026-0754	46 Iroquois Ave	104.08-6-1	Interior Property Maint	Open	Gary Miller	
				Open Date: 10/16/26 Total #: 1		
Open Date: 10/22/26						
2026-0760	55 Holland Ave	104.83-3-33	Exterior Property Maint	Open	Linda Berger	Mackenzie Pierce
2026-0761	137 Albert Dr	115.10-9-12	Trash/Rubbish	Open	Richard McDowell	
				Open Date: 10/22/26 Total #: 2		
Open Date: 10/23/26						
2026-0763	9 Franklin St	115.27-3-1	Trash/Rubbish	Open	Equity Trust Co Custodian	
				Open Date: 10/23/26 Total #: 1		
Open Date: 10/27/26						
2026-0767	29-31 Clark St	104.75-6-19.2	Exterior Property Maint	Open	Samuel Conrad Zink	
				Open Date: 10/27/26 Total #: 1		
Open Date: 10/28/26						
2026-0769	104 Norris Ave	115.07-3-18	Interior Property Maint	Open	John Mehall	
				Open Date: 10/28/26 Total #: 1		
					Grand Total: 6	

Town of Lancaster

Inspections Report

Start Date: 10/16/2026 End Date: 10/29/2026

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

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
104.82-5-15	5383 Broadway St	R & R Autowerks 716-957-2491	10/23/2026	Business - 3 yr	Ronald Capozzi	Pass
104.74-4-9	30 Central Ave (Unit 1)	3 Dog Barber 716-474-4710	10/26/2026	Business - 3 yr	Ronald Capozzi	In Progress
104.82-1-6	4 W Main St (Unit 1)	Thee Merchantile, LLC	10/27/2026	Business - 3 yr	Ronald Capozzi	Pass

Total Inspections: 3

LISTED # 2
CORRESPONDENCE
MEETING DATE 11/9/2026

Dennis Snyder
28 Allen St
Lancaster, NY 14086

November 4, 2026

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

RE: Formal Letter of Retirement

To Whom This May Concern:

I, Dennis A. Snyder, Jr., will be formally retiring on January 25th, 2027. I would like to use my unused sick time towards my dental insurance until it runs out.

Thank you,

Dennis A. Snyder Jr.

	1st Motion	2nd Motion	
1.	_____	_____	Resolution to approve that the Lancaster Fire Department shall hereby elect to participate in the Erie County Fire Mutual Aid Plan as adopted by the Erie County Fire Advisory Board on October 30, 2026.
	ACTION -	*Approved Denied Refer to:*	
2.	_____	_____	Resolution to approve the purchase of the following items for the Lancaster Fire Department on Sourcewell Contracts as noted and determined to be best value purchases in accordance with Chapter 55 of the Village Code with funds awarded through a State and Municipal Facilities Program (SAM) grant Project #29293 and assigned fund balance: Air Cleaning Systems – Sourcewell Contract #120925-PLMT - Station #1 Plymovent System - $13,420.00 - Station #2 Plymovent System - $11,420.00 Municipal Emergency Services, Inc. (MES) – Sourcewell Contract #020124 - 16" Supervac Valor Fan Wheel and Handle Version - $18,200.00 - Custom GROVES Mobile Gear Racks - $35,481.00
	ACTION -	*Approved Denied Refer to:*	
3.	_____	_____	
	ACTION -	*Approved Denied Refer to:*	
4.	_____	_____	
	ACTION -	*Approved Denied Refer to:*	
5.	_____	_____	
	ACTION -	*Approved Denied Refer to:*	
6.	_____	_____	
	ACTION -	*Approved Denied Refer to:*	
7.	_____	_____	
	ACTION -	*Approved Denied Refer to:*	
8.	_____	_____	
	ACTION -	*Approved Denied Refer to:*	

Lancaster Fire Department

RESOLUTION # 1
MEETING DATE 11/9/2026

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

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

11/4/2026

Mayor Schroeder and Honorable Village Board,

Attached is the Erie County Fire Service Mutual Aid Plan that was recently updated by the Erie County Division of Fire Safety. After our review, we the fire chiefs feel it is appropriate and request that the Village board approves and signs off on this agreement.

Respectfully,

Eric Feldmann

Lancaster Fire Department

Fire Chief

ERIE COUNTY FIRE MUTUAL AID PLAN
RESOLUTION FOR PARTICIPATION – SIGNATURE PAGE

Resolution by Fire Company/Department or other agency listed below electing to participate in the Erie County Fire Mutual Aid Plan as adopted by the Erie County Fire Advisory Board on October 30, 2026.

Mr./Mrs./Ms. _____
Offered the following resolution and moved its adoption:

BE IT RESOLVED THAT:

Lancaster Fire Department
LEGAL NAME OF FIRE COMPANY/FIRE DEPARTMENT OR OTHER AGENCY

Elects to participate in the Erie County Fire Mutual Aid Plan, and agrees to recognize a call for assistance through the Erie County Fire Control Center, Area Base Station, or the Commissioner of Homeland Security and Emergency Services, Deputy Commissioner of Fire Safety or their designee; and will comply with the provisions of such plan as now in force and as amended from time to time; and that no restrictions exist against normal mutual aid assistance outside of the regular district whenever possible without jeopardizing home area fire protection.

Exceptions to this agreement are:

_____

_____

_____

Be it further resolved that a copy of this resolution be filed with the Deputy Commissioner of Fire Safety.

VOTE:	Second by:	
	In favor:	
	Opposed:	
	Abstained:	

CARRIED:	Date:	
	Officer:	
	Title:	
	Signature:	

RECEIVED AND FILED BY DEPUTY COMMISSIONER OF FIRE SAFETY: ___/___/___

Erie County Fire Service Mutual Aid Plan

County of Erie Department of Homeland Security and Emergency Services

Division of Fire Safety

ADOPTED: January 2, 2003
REVISED AND ADOPTED: October 14, 2021
REVISED and ADOPTED: October 30, 2026

TABLE OF CONTENTS

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ATTACHMENTS:

- ☐ Organizational Chart – Erie County Division of Fire Safety
- ☐ Resolution for Participation – Signature Page
- ☐ Fire Department Census

SECTION 1 ~ OBJECTIVE

A. Definition of Mutual Aid

Mutual Aid is organized, supervised, coordinated, cooperative, reciprocal assistance in which personnel, equipment and physical facilities of all participating fire departments and other appropriate emergency response agencies, regardless of types or size, are utilized for fire or other emergencies in which the services of a firefighter or other appropriate first responder would be used throughout the County of Erie and adjacent areas.

This plan is not intended to change any existing mutual aid agreements or pre-plans currently in existence between any fire district, company or department in Erie County.

This Mutual Aid plan is intended to refresh and/or update agreements which have been in existence for many years. Present operations will not be affected. Local Fire Chiefs will continue to exercise all their power and authority.

B. Amendments

Amendments to this plan may be made periodically and will follow this procedure:

1. Prepared by the Deputy Commissioner of Fire Safety through the Mutual Aid Committee of the Fire Advisory Board and representatives of the Erie County Volunteer Firefighter's Association, Erie County Fire Chiefs Mutual Aid Organization, Erie County Volunteer Fire Police Association and the Erie County Fire District Officers Association.
   a. Recommended by the County Fire Advisory Board.
   b. Submitted to all local participants for their review, comments and signature.
   c. Admitted into the New York State Fire Mobilization and Mutual Aid Plan by the New York State Department of State, Office of Fire Preventions and Control.
2. Notwithstanding the above, Section 3, Table of Organization – Designation of Personnel; Section 4, Status of the Local Fire Company or Department and Section 5, Operation of Erie County Communications Center shall be subject to change, modification or elimination at any time by Erie County.

C. Annual Review

Each year this plan shall be reviewed by the Deputy Commissioner of the Fire Safety Division, Deputy Fire Coordinator, Assistant Fire Coordinator, the Mutual Aid Committee of the Fire Advisory Board and Amendments, Corrections or Changes Processed.

SECTION 2 ~ PARTICIPATION

Extent and Limit of Participation by Fire Departments

A. ALL cities, towns, villages, authorities, and fire districts in Erie County may fully participate in this plan.

These departments or companies presently consist of:

- City of Buffalo Fire Department
- City of Lackawanna Fire Department
- City of Tonawanda Fire Department
- All Volunteer Fire Companies, districts & departments
- Aircraft/Rescue/Fire Fighting Department at Buffalo Niagara International Airport (BNIA)
- Erie County Department of Homeland Security & Emergency Services
- Specialized Fire, Rescue, EMS, Technical Rescue, and Hazardous Materials Teams as appropriate

B. Extent and Limit of Participation with Counties of Cattaraugus, Chautauqua, Wyoming, Genesee and Niagara:

There are no formal agreements with these counties. Local reciprocal assistance, if any, is in accordance with Section 209 of the General Municipal Law.

All requests for assistance will be routed through the Erie County Communications Center (MERS) or their respective control centers.

Mutual Aid is provided to and received from Cattaraugus, Chautauqua, Wyoming, Genesee and Niagara Counties through their respective County Fire Control Centers under the direction of their County Fire Coordinators or their legally appointed deputies.

C. Erie County, Niagara Region, or Province of Ontario Cross Border Mutual Aid:

Three distinct fire disaster situations could arise requiring the assistance of cross border fire service. A Level One incident or situation occurs when specialized equipment and/or manpower is most readily or exclusively available across the border or the municipalities' usual local mutual aid resources are fully engaged. Second Level or region-wide are defined as incidents where county-wide or region-wide fire resources are fully engaged and additional fire service assistance is needed beyond the capability of the county or region. Level Three fire disasters require an executive declaration either from a state or local executive.

1. **Legal Authority to respond to international fire disasters.**

   New York General Municipal Law, Section 209, and Ontario Municipal Act, Chapter 302, Section 210, impose no territorial limitation on fire service response. Municipal authorities in the Niagara Region and in Erie and Niagara Counties are permitted to call for and receive aid and equipment from foreign fire company's at all three levels of fire disaster.

D. Liability

Any loss, damage, or expense incurred in the operation of fire apparatus or other equipment responding to a mutual aid request outside the assisting entity's jurisdiction, including the cost of materials, salaries, compensation, travel, and maintenance expenses of personnel and equipment, shall be the responsibility of the

municipality, district, company, authority or department that requested such assistance. Pursuant to New York State Municipal Law § 209-g, the requesting entity shall be liable for all costs, expenses and liabilities incurred from the time of request for assistance is made until the assisting department has returned to its quarters or regular place of operations.

If a department is placed in service at the request of a mutual aid entity and subsequently responds to another service request, all liabilities and damages shall fall under the responsibility of the entity making the new request. This responsibility applies for the duration of the response, from the point of departure through the return to home or assignment to the next service request.

The act or omission of a firefighter in the performance of their duties who is a member of the assisting force which suffered damage; or

The act or omission of a third party or through an instrumentality not connected with the actual emergency operation.

Any negligence of firefighters of a municipality or entity occurring in the performance of their duties in the same manner and to the same extent as if such negligence occurred in the performance of their duties within the area regularly served and protected by said unit shall be their own liability.

Any such claim for loss, damage, expense or cost shall not be allowed unless within 60 days after the same shall have been sustained, a written notice of such claim, under oath, itemizing such loss, or expense is served by mail upon the fiscal officer of the municipality/entity which requested assistance.

Liability for workers' compensation for firefighters involved in a mutual aid incident remains with the firefighters' home fire company and according to standard operating procedures of individual fire companies.

E. Entering and Participating in the Plan

Any duly established fire company, fire department, or Erie County Department of Homeland Security and Emergency Services may participate in this plan by filing with the Office of the Deputy Commissioner of the Fire Safety Division, a copy of a resolution adopted by the Fire Company or department.

Such resolution shall state that such Fire Company or department elects to participate in the Erie County Mutual Aid Plan and will comply with the provisions of such plan.

The resolution shall also state that the fire company or department shall recognize a call for assistance from another fire company or department through Erie County MERS or a Fire Control. These shall also be filed with the Deputy Commissioner of the Fire Safety Division and/or their designee. A copy of a resolution adopted by the legislative body of each participating city or village or by the board of fire commissioners or other governing board having jurisdiction over the fire department, the board of fire commissioners of each participating fire district, or the town board of each town in relation to participating fire companies serving territories outside of cities, villages and fire districts or in relation to a town fire department.

Such resolution shall state that no restrictions against a call for assistance outside the area regularly served and protected by the fire company or department of the

municipality or district within the meaning of Section 209 (1) of the General Municipal Law (Mutual Aid), which would affect the power of such fire company or department to participate in the Erie County Fire Mutual Aid Plan except as noted in the resolution.

If the "outside services" or mutual aid activities of a participating fire company or fire department are restricted pursuant to Section 209 (1) of the General Municipal Law, notice of any such restriction shall be given promptly to the Deputy Commissioner of the Fire Safety Division.

Any such restriction imposed by the legislative body of a city, town or village or by the board of fire commissioners shall take effect in accordance with the resolution imposing the restriction.

The fact that a fire company or department becomes a member of the Erie County Fire Mutual Aid Plan will in no way give the County or State any right, other than that already in effect, to order fire companies or departments to send their apparatus to out of area locations.

If equipment and/or manpower is needed somewhere, a request will be made for voluntary assistance and the responding agency will be directed as to how and where to respond. It will not be an order. The obligation to respond rests with the responding agency.

F. Withdrawal from the Plan

Any fire company or department may elect to withdraw from this plan by adopting a resolution to such effect. Such a resolution will become effective 60 days after filing notice with the Erie County Deputy Commissioner of the Fire Safety Division. Such withdrawal shall remain in effect until reinstated by resolution as defined under Section 209 (1) of the General Municipal Law.

Withdrawal from the plan may have an adverse effect on mutual aid operations, both on the withdrawing fire company or department and on the surrounding fire companies or departments and should be seriously thought out before such action is taken.

SECTION 3 ~ DESIGNATION OF PERSONNEL

A. Organization Chart ~ See Appendix A

B. Extent and Limit of Authority of County Officials

1. Deputy Commissioner of the Fire Safety Division – shall, when so directed by the Commissioner of Department of Homeland Security and Emergency Services, have and exercise any and all of the powers and duties vested in and imposed upon a county fire coordinator by the laws of the State of New York; the Erie County Charter; and the Erie County job description for that position; and those duties as assigned by the Commissioner of Department of Homeland Security and Emergency Services.

   These duties and responsibilities shall include, but not be limited to:

   - ✓ Administers the Erie County Mutual Aid Plan and is responsible for the efficient operation of the plan for intra and inter-county purposes at fires or where the services of firefighters are used.

- ✓ Act as a liaison officer between the fire service of Erie County and the New York State Department of State, Office of Fire Prevention and Control.
- ✓ Act as a liaison officer between fire service and County Executive, County Legislature, other counties and agencies.

2. Deputy Coordinator and Assistant Coordinator of the Fire Safety Division is directly responsible to the Deputy Commissioner of the Fire Safety Division and shall, when so directed by the Commissioner of Department of Homeland Security and Emergency Services, have and exercise any and all of the powers and duties vested in and imposed upon a county deputy fire coordinator by the laws of the State of New York; the Erie County Charter; and the Erie County job description for that position; and those duties as assigned by the Commissioner and/or the Deputy Commissioner of the Fire Safety Division.
3. The Deputy Coordinator and Assistant Coordinator assume the duties of the Deputy Commissioner if designated as such by the Commissioner of the Department of Homeland Security & Emergency Services, during extended absence, or in case of death of the Deputy Commissioner until a new one is appointed.
4. Fire Advisory Board is an unsalaried board of 25 members appointed by the Erie County Executive and confirmed by the Erie County Legislature pursuant to Section 225-A of the County Law and new Article 11-C added by Local Law #1-1986.

The board meets regularly with the Commissioner of Homeland Security and Emergency Services and the Deputy Commissioner of Fire Safety to advise them, the County Executive and County Legislature on matters of firematic interest and importance to the county.

1. The board assists in the development and maintenance of programs of fire training and mutual aid in case of fire or other emergencies where the services of firefighters are used.
2. Erie County Fire Advisory Board is responsible to the Deputy Commissioner of Fire Safety for all matters concerning the Erie County Fire Radio System.

SECTION 4 ~ STATUS OF THE LOCAL FIRE COMPANY OR DEPARTMENT

A. Maintenance of Individuality

Each fire company or department participating in this plan shall retain its internal command and individuality.

B. Authority of "Requesting" Fire Chief or Incident Commander

1. A "requesting fire chief or incident commander is one who requests mutual aid for his company or department in accordance with this plan.

2. The command structure at a fire or other emergency in which the service of firefighters would be used for firefighters and officers entering the area under mutual aid remains with the chief of the fire company or incident commander of the department requesting the mutual aid.
3. The fire officer in command will utilize the incident command system in working with chiefs, senior officers, company officers or command staff of companies or departments providing the mutual aid.
4. The firefighters in the assisting company or department will be supervised by their own officers, who are in turn, commanded by officers of the company or department requesting the mutual aid.

C. Local Mutual Aid Plans Presently Operating Exclusive of the County Fire Mutual Aid Plan

Mutual unwritten plans exist between the three (3) cities and the volunteer fire service and between the volunteer fire companies and departments themselves. No formalized agreements exist that are known to the County with the exception of being an agreement between the Town of West Seneca and the West Seneca State School and Development Center.

SECTION 5 ~ OPERATION OF ERIE COUNTY COMMUNICATIONS CENTER

A. Location

Erie County Public Safety Campus – MERS Control – Buffalo NY

Fire Training Academy, Cheektowaga NY

Mobile Operation Command

Chestnut Ridge Park, Communications Building, Orchard Park, NY

B. Supervision and Dispatching Service

1. The Deputy Commissioner of Disaster Preparedness is responsible for all activities of the County Fire Communications Repair Center.
2. Back-up dispatching service is provided from the Erie County Public Safety Campus, Buffalo NY, Fire Training Academy Cheektowaga NY, Mobile Command Units, or Chestnut Ridge Park, Orchard Park.
3. Recommended – that any person operating any fire radio in the County attends the Erie County Radio Communications course.

C. Radio and Telephone Communications Regulations

1. No fire radio may operate on the fire frequencies as part of the county fire network without proper programming of a radio identifier. Radio identifiers are assigned by Erie County Fire Communications Repair Center.

D. Radio System

1. The Erie County Fire Radio System is comprised of the following Fire Controls:

- Amherst Fire Control
- Buffalo Fire
- Cheektowaga Fire Control
- City of Tonawanda
- Depew Fire Control
- East Aurora Control Fire Control
- Evans Fire Control
- Grand Island Fire Control
- Hamburg Fire Control
- Lackawanna Fire
- Lancaster Fire Control
- Erie County MERS
- Orchard Park Fire Control
- Springville Fire Control
- Town of Tonawanda Fire Control
- West Seneca Fire Control

SECTION 6 ~ ERIE COUNTY FIRE AGENCY RESOURCES

A. The county agency resources records shall be located as follows:

1. Fire Safety Division office
2. Fire Control Centers
3. Erie County Emergency Services Communications Center (MERS Control) at the Public Safety Campus
4. A copy of said inventory of fire apparatus shall be forwarded to the New York State Office of Fire Prevention & Control.

B. Officer Responsible for Maintaining Inventory

The officer responsible for maintaining the county agency resource list is the Deputy Commissioner of Fire Safety or his designee.

C. Method Used in Maintaining Agency Resource List

The Fire Safety Office will request an agency resource list on an annual basis and forward completed update to all parties once complete.

This Mutual Aid Agreement will be reviewed by the Deputy Commissioner of Fire Safety and the Fire Advisory Board annually.

SECTION 7 ~ EMERGENCY OR ALTERNATE COUNTY FIRE CONTROLS

A. Transfer of Control

1. In the event that a Fire Control experiences a failure and goes off the air, operation of that Fire Control can be transferred to pre-determined dispatch center.

B. Alternate Dispatch Options

1. Radios in the county mobile operations center vehicle (MOC) can serve as a Fire Control back up.

2. Communication with the County Fire Control Centers of Chautauqua, Cattaraugus, Wyoming, Genesee and Niagara Counties: MERS tests with them on Mutualink twice a month.
3. MERS Control performs regular tests with each Fire Control on County Wide Fire.
4. It is recommended that all Fire Controls provide and maintain emergency backup power systems including, but not limited to emergency generators and uninterruptible power supply (UPS) systems.

SECTION 8 ~ PARTICIPATION IN THE STATE FIRE MOBILIZATION AND MUTUAL AID PLAN

A. State Mobilization

The Commissioner of Homeland Security & Emergency Services, the Deputy Commissioner of the Fire Safety Division or a deputy in the line of authority designated pursuant to Section 401 of the County Law, after utilizing all available assistance within Erie County and all routinely activated mutual aid assistance from Cattaraugus, Chautauqua, Wyoming, Genesee and Niagara Counties, may call the New York State Department of State, Office of Fire Prevention and Control to request activation of the State Fire Mobilization and Mutual Aid Plan.

The procedure shall conform with that specified in the Guide to Fire Mobilization and Mutual Aid Plans in the State of New York issued by the New York State Department of State, Office of Fire Prevention and Control.

All state mutual aid requests-whether for requesting or providing assistance-must be coordinated through the Erie County Fire Safety Division office. This ensures proper resource tracking, appropriate resources deployed and receipt of resources, and that all applicable liabilities are assumed by the requesting or receiving entity.

B. Authority and Responsibility of the Regional Fire Administrator

The authority and responsibility of the Regional Fire Administrator under the activated State Fire Mobilization and Mutual Aid Plan is established by the New York State Department of State, Office of Fire Prevention and Control.

In Erie County, the Deputy Commissioner of the Fire Safety Division has been designated as the Regional Fire Administrator by the State.

C. Retirement Provision Relating to Position of Regional Fire Administrator

Should the Deputy Commissioner of the Fire Safety Division be separated from his office for any reason, he is automatically retired as Regional Fire Administrator if he also holds his position.

The State Fire Administrator in the New York State Department of State, Office of Fire Prevention and Control, is authorized by law to appoint to this position.

D. County Number Issued Under the State Fire Mobilization and Mutual Aid Plan

The Erie County Deputy Commissioner of the Fire Safety Division shall utilize County Number 15 assigned to Erie County by the State Fire Mobilization and Mutual Aid Plan.

RESOLUTION # 2
MEETING DATE 11/9/2026

AIR CLEANING SYSTEMS, INC.

IS A SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS

Main office 8 SUNSET DRIVE, LATHAM NY 12110

Lancaster FD Station #1
John Burke
5423 Broadway
Lancaster, NY 14086

October 23, 2026

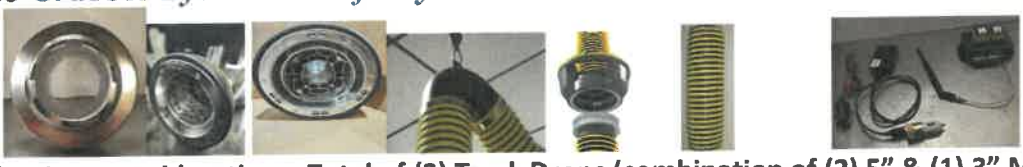
Plymovent System Magnetic Grabber Retrofit & Upgrade Quote

We at Air Cleaning Systems, Inc. are happy to provide you with a Cost for **your (3-DROPS) Magnetic TopGrade SS Grabber Retrofit & Upgrade Quote for your existing Plymovent Track Systems as discussed and Review with you The Plymovent LIFE SAFETY SYSTEMS will operate and function Properly with Preventive Maintenance and Parts replacements; as required to meet complete CODE COMPLIANCE & CANCER PRESUMPTION LAWS .**
2012 WORLD HEALTH ORGANIZATION: Upgraded Diesel Fumes as a CANCER Threat and as important of a Public Health Threat as Asbestos and Secondhand Cigarette Smoke.

In addition we would do any repairs or Replacement as part of the PM Service cost if you notified us of the parts you'll require.to meet complete CODE COMPLIANCE & Cancer Presumption Laws.



Magnetic Grabber System Retrofit System



The cost takes into consideration a Total of (3) Track Drops (combination of (2) 5" & (1) 3" MG TG SS SBTA Magnetic Grabbers with SS Elbow), (3) Metal Saddles, (3) Safety Disconnect with Built-in Handle, (3) High Temp Lower 2' Hoses, (3) Tailpipe Conical adapters as required available in sizes of (2) 5 & (1) 3 Inches, 1- Receiver Box Each System (3) Dashboard Transmitter per Vehicle continues pulse signal.
INCLUDES all LABOR, MATERIALS, INSTALLATION, REMOVAL, SHIPPING AND MATERIALS AS REQUIRED. **(Does not included any special modifications to tailpipes *FOR Magnetic Conical Adapters* or Transmitter Install in Quoted *COST*) or any upper or middle HOSE (not included)**

TOTAL COST FOR REMOVAL & REINSTALL AND MAGNETIC UPGADES

TOTAL COST $13,420.00 *Plymovent Sourcewell Contract #120925-PLMT

PLEASE ADVISE WHEN YOU WANT TO PROCEED

Mark Neiswender

Mark Neiswender, MarkN@acleansystem.com Office Operation / Sales

ACS Air Cleaning Systems, Inc.
PLYMOVENT®
clean air at work

AIR CLEANING SYSTEMS, INC.

IS A SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS

Main office 8 SUNSET DRIVE, LATHAM NY 12110

Lancaster FD Station #2
John Burke
24 West Drullard Avenue
Lancaster, NY 14086

October 23, 2026

Plymovent System Magnetic Grabber Retrofit & Upgrade Quote

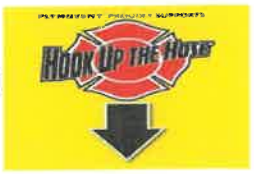
We at Air Cleaning Systems, Inc. are happy to provide you with a Cost for **your (3-DROPS) Magnetic TopGrade SS Grabber Retrofit & Upgrade Quote for your existing (1) Plymovent Rail System, & (1) Plymovent Track System as discussed and Review with you The Plymovent LIFE SAFETY SYSTEMS will operate and function Properly with Preventive Maintenance and Parts replacements; as required to meet complete CODE COMPLIANCE & CANCER PRESUMPTION LAWS .**

2012 WORLD HEALTH ORGANIZATION: Upgraded Diesel Fumes as a CANCER Threat and as important of a Public Health Threat as Asbestos and Secondhand Cigarette Smoke.

In addition we would do any repairs or Replacement as part of the PM Service cost if you notified us of the parts you'll require.to meet complete CODE COMPLIANCE & Cancer Presumption Laws.







Magnetic Grabber System Retrofit System










The cost takes into consideration a Total of (1) Rail Drop & (1) Track Drop ((2) 5" MG TG SS STRA & SBTA Magnetic Grabbers with SS Elbow), (2) Metal Saddles, (1) Safety Disconnect with Built-in Handle, (2) High Temp Lower 2' Hoses, (2) Tailpipe Conical adapters as required available in sizes of 5 Inches, 1- Receiver Box Each System (2) Dashboard Transmitter per Vehicle continues pulse signal. Also (1) Internal CRAB Fluxvent for Rail Drop.

INCLUDES all LABOR, MATERIALS, INSTALLATION, REMOVAL, SHIPPING AND MATERIALS AS REQUIRED. **(Does not included any special modifications to tailpipes *FOR Magnetic Conical Adapters* or Transmitter Install in Quoted *COST*) or any upper or middle HOSE (not included)**

FOR REMOVAL & REINSTALL AND MAGNETIC UPGADES

TOTAL COST $11,420.00 * Plymovent Sourcewell Contract #120925-PLMT

Mark Neiswender

Mark Neiswender, MarkN@acleansystem.com Office Operation / Sales

ACS Air Cleaning Systems, Inc.

PLYMOVENT®
clean air at work

(877) 637-3473

Quote

Quote #	QT2122487
Date	10/09/2026
Expires	10/24/2026
Sales Rep	Moore, Jeffrey
Shipping Method	FedEx Ground
Customer	Lancaster Fire Department (NY)
Customer #	C203785

Bill To
Lancaster Fire Department
5423 BROADWAY ST
LANCASTER NY 14086-2148
United States

Ship To
Lancaster Fire Department
5423 BROADWAY ST
LANCASTER NY 14086-2148
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
V16-BL-SP-WH			16" PPV, with Shore Power, No Battery, No Charger Wheel and Handle Version 16" Battery Fan Supervac Valor Battery Fan SOURCEWELL CONTRACT RFP:020124 Supervac 9% off List LIST:$6,470.00	4	$4,550.00	$18,200.00
V16-BL-SP			16" PPV, with Shore Power, No Battery, No Charger Supervac Valor Battery Fan SOURCEWELL CONTRACT RFP:020124 Supervac 9% off List LIST:$5,690.00	4	$3,995.00	$15,980.00

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

Subtotal	$34,180.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$34,180.00

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

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

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

QT2122487

(877) 637-3473

Quote

Quote #	QT2124043
Date	10/14/2026
Expires	10/29/2026
Sales Rep	Moore, Jeffrey
Shipping Method	FedEx Ground
Customer	Lancaster Fire Department (NY)
Customer #	C203785

Bill To
Lancaster Fire Department
5423 BROADWAY ST
LANCASTER NY 14086-2148

Ship To
Lancaster Fire Department
5423 BROADWAY ST
LANCASTER NY 14086-2148

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
GROVES	RMSS-1/20		RMSS-1/20 Custom GROVES STATION 1: MAIN GEAR ROOM 21.75"L Red Rack Mobile Single Sided unit with one section - 20"W x 20"D per section LIST: $759 Sourcewell RFP 020124: 5% OFF LIST	1	$581.00	$581.00
GROVES	RMSS-2/20		RMSS-2/20 Custom GROVES STATION 1: MAIN GEAR ROOM 42.50"L Red Rack Mobile Single Sided unit with two sections - 20"W x 20"D per section LIST: $1086 Sourcewell RFP 020124: 5% OFF LIST	7	$831.00	$5,817.00
GROVES	RMSS-3/20		RMSS-3/20 Custom GROVES STATION 1: MAIN GEAR ROOM 63.50"L Red Rack Mobile Single Sided unit with three sections - 20"W x 20"D per section LIST: $1405 Sourcewell RFP 020124: 5% OFF LIST	5	$1,074.00	$5,370.00
GROVES	RMSS-1/20		RMSS-1/20 Custom GROVES STATION 1: GEAR ROOM 2 21.75"L Red Rack Mobile Single Sided unit with one section - 20"W x 20"D per section LIST: $759 Sourcewell RFP 020124: 5% OFF LIST	1	$581.00	$581.00
GROVES	RMSS-3/20		RMSS-3/20 Custom GROVES STATION 1: MAIN GEAR ROOM 63.50"L Red Rack Mobile Single Sided unit with three sections - 20"W x 20"D per section LIST: $1405 Sourcewell RFP 020124: 5% OFF LIST	3	$1,074.00	$3,222.00

QT2124043

(877) 637-3473

Quote

Quote # QT2124043
Date 10/14/2026

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
GROVES	DKH-O		DKH-O Custom GROVES Dry Kwik Hanger, Open Loop LIST: $15 Sourcewell RFP 020124: 5% OFF LIST	40	$12.50	$500.00
GROVES	FDH		FDH Custom GROVES Flat Dry Hanger with 1" Drop LIST: $15 Sourcewell RFP 020124: 5% OFF LIST	40	$12.50	$500.00
GROVES	RMSS-2/20		RMSS-2/20 Custom GROVES STATION 2: MAIN GEAR ROOM 42.50"L Red Rack Mobile Single Sided unit with two sections - 20"W x 20"D per section LIST: $1086 Sourcewell RFP 020124: 5% OFF LIST	4	$831.00	$3,324.00
GROVES	RMSS-3/20		RMSS-3/20 Custom GROVES STATION 2: MAIN GEAR ROOM 63.50"L Red Rack Mobile Single Sided unit with three sections - 20"W x 20"D per section LIST: $1405 Sourcewell RFP 020124: 5% OFF LIST	3	$1,074.00	$3,222.00
GROVES	RMSS-2/20		RMSS-2/20 Custom GROVES STATION 2: GEAR ROOM 2 42.50"L Red Rack Mobile Single Sided unit with two sections - 20"W x 20"D per section LIST: $1086 Sourcewell RFP 020124: 5% OFF LIST	4	$831.00	$3,324.00
GROVES	RMSS-3/20		RMSS-3/20 Custom GROVES STATION 2: GEAR ROOM 2 63.50"L Red Rack Mobile Single Sided unit with three sections - 20"W x 20"D per section LIST: $1405 Sourcewell RFP 020124: 5% OFF LIST	5	$1,074.00	$5,370.00
GROVES	DKH-O		DKH-O Custom GROVES Dry Kwik Hanger, Open Loop LIST: $15 Sourcewell RFP 020124: 5% OFF LIST	40	$12.50	$500.00

(877) 637-3473

Quote

Quote # QT2124043
Date 10/14/2026

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
GROVES	FDH		FDH Custom GROVES Flat Dry Hanger with 1" Drop LIST: $15 Sourcewell RFP 020124: 5% OFF LIST	40	$12.50	$500.00

Pricing includes assembly of all units after delivery.

Sourcewell Contract 020124

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

Subtotal	$32,811.00
Shipping Cost	$2,670.00
Tax Total	$0.00
Total	$35,481.00

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

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

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

QT2124043

Docusign Envelope ID: EBBE1344-23AD-449D-927F-800ECD918271

Sourcewell

MASTER AGREEMENT #120925
CATEGORY: Vehicle Exhaust Removal and Filtering Systems
SUPPLIER: Plymovent Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Plymovent Corporation, 5 Corporate Drive, Cranbury, NJ 08512-3626 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier, a business entity created and registered under the laws of the State of New Jersey, will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier, and Supplier's authorized dealers, distributors, resellers, understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating

Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 15, 2030, unless it is cancelled or extended as defined in this Agreement.

   1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120925 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Vehicle Exhaust Removal and Filtering Systems designed to eliminate or reduce exhaust, pollutants, toxins, and other contaminants generated in garages, vehicle/apparatus bays, fleet settings, and attached buildings, including but not limited to:
      a. Direct exhaust capture systems for vehicles, such as:
         i. Overhead rail and hose systems;
         ii. Boom Arm systems;
         iii. Portable exhaust removal units;
         iv. In-ground and underfloor systems; and,
         v. Vehicle-mounted systems.
      b. Garage ventilation systems, such as:
         i. Ventilation and make-up air systems.
      c. Installation, maintenance, and scheduled services directly related and complementary to their offerings in 1. a - b. above.
      d. Proposers can include equipment, accessories, supplies, parts, and services directly related and complementary to their offerings in 1. a - c. above.

   2. Systems intended for other uses such as woodworking, fabrication, agricultural, etc. are allowed as long as the responders primary offerings are Vehicle Exhaust Removal and Air Filtering Systems in 1. a. - c. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

    a. **Compliance.** Supplier, and or Supplier's authorized dealers, distributors, resellers who are independent, separate legal business entities, represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

    b. **Licenses.** As applicable, Supplier, and or Supplier's authorized dealers, distributors, resellers, will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier and or Supplier's authorized dealers, distributors, resellers.

    c. **Supplier Warrants.** Supplier, and Supplier's authorized dealers, distributors, resellers, warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier, and or Supplier's authorized dealers, distributors, resellers must comply with all applicable Davis-Bacon Act provisions.

c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by

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Sourcewell resulting from this procurement process, Supplier, and or Supplier's authorized dealers, distributors, resellers, must comply with applicable requirements as referenced above.

d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier, and or Supplier's authorized dealers, distributors, resellers, must comply with applicable requirements as referenced above.

e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier, and or Supplier's authorized dealers, distributors, resellers, certifies that during the term of this Agreement it, will comply with applicable requirements as referenced above.

f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier, and or Supplier's authorized dealers, distributors, resellers, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers, and or Supplier's authorized dealers, distributors, resellers, must file
any required certifications. Suppliers, and or Supplier's authorized dealers, distributors, resellers, must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers, and or Supplier's authorized dealers, distributors, resellers, must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers, and or Supplier's authorized dealers, distributors, resellers, must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier, and or Supplier's authorized dealers, distributors, resellers, must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier, and or Supplier's authorized dealers, distributors, resellers, must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

j. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier, and or Supplier's authorized dealers, distributors, resellers, must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

l. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

m. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier, and or Supplier's authorized dealers, distributors, resellers, cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

n. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

o. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's, and Supplier's authorized dealers, distributors, resellers, actions pertaining to this Agreement or any purchase by a Participating Entity.

p. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

r. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

s. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier, and Supplier's authorized dealers, distributors, resellers, certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

t. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Completed transaction is defined herein when project is completed and Suppliers authorized dealer, distributor, reseller receives payment from Participating Entity. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Completed transaction is defined herein when project is completed and Suppliers authorized dealer, distributor, reseller receives payment from Participating Entity. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement

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number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier, and or Suppliers authorized dealers, distributors, resellers, and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier, and or Suppliers authorized dealers, distributors, resellers, retain the ability to negotiate mutually acceptable terms.

Supplier's authorized dealers, distributors, resellers will enter transactions with Participating Entities including authorized dealers, distributors, resellers quotes to Participating Entities, shipping, delivery, acceptance, rejection, warranty terms and conditions, applicable taxes, ordering process and payment, transaction documents, additional terms and conditions permitted, subsequent agreements and survival and participating addendums. Supplier supplies its material articles only (as can be seen in Supplier proposal price list) to its authorized dealers, distributors, resellers. In turn, authorized dealer, distributor, reseller will provide Supplier material it purchases from Supplier, along with provide their other local duct and hardware material, installation and service to Participating Entity as part of agreed upon transaction.

1) **Quotes to Participating Entities.** Suppliers, and or Supplier's authorized dealers, distributors, resellers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers, and or Supplier's authorized dealers, distributors, resellers and Participating Entities are encouraged to include all costs specifically associated with or included within the Suppliers, and or Supplier's authorized dealers, distributors, resellers, proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's, and or Supplier's authorized dealers, distributors, resellers, proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier, and or Supplier's authorized dealers, distributors, resellers, and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier, and or Supplier's authorized dealers, distributors, resellers, of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's, and or Supplier's authorized dealers, distributors, resellers, ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier, and or Supplier's authorized dealers, distributors, resellers, and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier, and or Supplier's authorized dealers, distributors, resellers, utilizing the terms established in this Agreement. Supplier's, and or Supplier's authorized dealers, distributors, resellers, standard form agreements may be offered as part of its Proposal. Supplier, and or Supplier's authorized dealers, distributors, resellers, and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any

transaction document entered utilizing this Agreement, Supplier, and or Supplier's authorized dealers, distributors, resellers, and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier, and or Supplier's authorized dealers, distributors, resellers may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier, and or Supplier's authorized dealers, distributors, resellers, and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier, and or Supplier's authorized dealers, distributors, resellers, and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier, and or Supplier's authorized dealers, distributors, resellers, and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Plymovent Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Bradley B. Pitzl 459481437DD442F...
By:	By:
Jeremy Schwartz	Bradley B. Pitzl
Title: Chief Procurement Officer	Title: President/Managing Director
Date: 5/22/2026 | 3:01 PM CDT	Date: 5/22/2026 | 2:17 PM CDT

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RFP 120925 - Vehicle Exhaust Removal and Filtering Systems

Vendor Details

Company Name:	Plymovent Corporation
Does your company conduct business under any other name? If yes, please state:	No
Address:	5 Corporate Drive Cranbury, New Jersey 08512
Contact:	Aaron Stewart
Email:	aaron.stewart@plymovent.com
Phone:	800-644-0911
Fax:	609-655-0569
HST#:	22-2940626

Submission Details

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Email:	brad.pitzl@plymovent.com
Transaction #:	eb2afd34-b49d-4332-be3f-68421f1be3aa
Submitter's IP Address:	147.243.65.177

Sourcewell

Plymovent Corporation #120925-PLMT

Pricing for contract #120925-PLMT offers Sourcewell participating agencies the following discount:

- 5% discount on all products in the Exhaust Extraction Catalogue
- Additional 2% discount from list pricing on installations of 10 or more facilities on a single contract

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Sourcewell

Solicitation Number: #020124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires April 4, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$1,000,000 per claim or event
$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Municipal Emergency Services, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: John Walker 10644B472C64440...
By: _____	By: _____
Jeremy Schwartz	John Walker
Title: Chief Procurement Officer	Title: CFO
Date: 4/8/2024 | 3:26 PM CDT	Date: 4/8/2024 | 9:23 AM CDT

RFP 020124 - Firefighting Equipment and Rescue Tools with Related Supplies and Accessories

Vendor Details

Company Name:	Municipal Emergency Services Inc
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Chanda Riddick-Yamoah
Email:	criddick@mesfire.com
Phone:	203-304-4132
Fax:	203-264-3325
HST#:	651051374

Submission Details

Created On:	Monday January 22, 2024 19:43:18
Submitted On:	Thursday February 01, 2024 16:10:28
Submitted By:	Chanda Riddick-Yamoah
Email:	criddick@mesfire.com
Transaction #:	6be7aece-f345-4a56-b34b-f4dac977b33f
Submitter's IP Address:	75.133.103.185

MES - Sourcewell Contract #020124-MES

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Body Armor	Thermal Imaging Cameras	SEEK	5% Off Current Price Sheet
Lighting	Flashlights	Streamlight	25% Off Current Price Sheet
	Flashlights	Fox Fury	11% Off Current Price Sheet
	Flashlights	Pelican	8% Off Current Price Sheet
	Flashlights	Kohler Brightstar	4% Off Current Price Sheet
	All lighting products	Command Light	2% Off Current Price Sheet
	All lighting products	Will Burt Lighting	3% Off Current Price Sheet
Fans, Saws and related	Fans	SuperVac	9% Off Current Price Sheet
	Fans	Tempest	19% Off Current Price Sheet
	Bat Fans etc.	Leader North America	19% Off Current Price Sheet
	Saws etc.	Tempest	19% Off Current Price Sheet
	Saws etc.	SuperVac	9% Off Current Price Sheet
	Saws, Etc	Truckman's Choice	3% Off Current Price Sheet
	Fans	Holmatro	3% Off Current Price Sheet
Eye Protection	Eye Protection	5.11 Tactical	26% Off MAP of Current Price Sheet
	Eye Protection	Ess Eye Wear	25% Off Current Price Sheet
	Eye Protection	3m Peltor	17% Off Current Price Sheet
	Trauma Kits	Combat Medical	8% Off Current Price Sheet
Tools	Tools	Council Tool	25% Off Current Price Sheet
	Tools	Flamefighter	20% Off Current Price Sheet
	Tools	Nupla	25% Off Current Price Sheet
	Tools	Leatherhead	25% Off Current Price Sheet
	Tools	Ajax	5% Off Current Price Sheet
Rescue Tools, Force Entry, Cutters	Rescue Tools	Genesis	9% Off Current Price Sheet
	Rescue Tools	Hurst Edraulics	13% Off Current Price Sheet
	Rescue Tools	Hurst StrongArm	5% Off Current Price Sheet
	Rescue Tools	Hurst/Vetter	13% Off Current Price Sheet
	Rescue Tools	Holmatro	3 % Off Current Price Sheet
	Rescue Tools & Parts	Makita	1% Off Current Price Sheet
	Rescue Tools & Parts	Mighty Struts	5% Off Current Price Sheet
Gas Detection	Handheld, Kits	Honeywell	5% Off Current Price Sheet
Maintenance, Service & Testing	Rescue Tool Annual Test & Maintenance as needed	MES Certified Tech	Net Sheet
	Cribbing & Other Rescue	Turtle Plastics	5% Off Current Price Sheet
	Cribbing & Other Rescue	Plastics Plus	5% Off Current Price Sheet
	Hose testers, washers and accessories	Rice Hydro	10% Off Current Price Sheet
Search & Rescue Equipment	Rescue	CMC	5% Off Current Price Sheet
	Rescue	Firehooks	5% Off Current Price Sheet
	Harness	Gemtor	14% Off Current Price Sheet
	Detection	Industrial Scientific	6% Off Current Price Sheet
	Rescue	Junkin	4% Off Current Price Sheet
	Rescue	Lakeland	9% Off Current Price Sheet
	Rescue	Mustang Survival	15% Off Current Price Sheet
	Detection Testing	OHD	4% Off Current Price Sheet
	Rescue	Petzel	9% Off Current Price Sheet
	Rescue	PGI	14% Off Current Price Sheet

MES - Sourcewell Proposal 020124-MES

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
	Rescue	PMI (Pigeon Mountain)	4% Off Current Price Sheet
	Rescue	PIP	4% Off Current Price Sheet
	Rescue	Team Wendy	5% Off Current Price Sheet
	Rescue	Avon	5% Off Current Price Sheet
	Rescue	Rescue 42	4% Off Current Price Sheet
	Rescue	RIT	15% Off Current Price Sheet
	Detection	Scott Gas Detection	4% Off Current Price Sheet
	Rescue	Yates	4% Off Current Price Sheet
	Rescue	Fire-Com	4% Off Current Price Sheet
	Rescue	Bridgehill Blankets	8% Off Current Price Sheet
	Rescue	Sam Carbis	5% Off Current Price Sheet
Hazardous Material (Hazardous Equipment)	Hazmat Gear	Avon Protection	15% Off Current Price Sheet
	Hazmat Suits	DuPont	14% Off Current Price Sheet
	Hazmat Gear	FSI North America	9% Off Current Price Sheet
	Hazmat Gear	Kappler	1% Off Current Price Sheet
Fire Extinguishers	Extinguishers	Amerex	24% Off Current Price Sheet
Firefighting Foam	Foam	National Foam	3% Off Current Price Sheet
	Foam	Johnson Chemguard	4% Off Current Price Sheet
	Foam	Johnson Ansul	19% Off Current Price Sheet
	Foam	Intelagard	7% Off Current Price Sheet
	Foam	BioEx	5% Off Current Price Sheet
Badges & Accessories	Badges & Accessories	Blackington	15% Off Current Price Sheet
Protective Item	Protective Item	Diamond Hero Wipes	9% Off Current Price Sheet
Accessories	Accessories	Hammerhead	5% Off Current Price Sheet
Firefighting (Municipal) Hoses	Hose Only	Kochek	24% Off Current Price Sheet
	Hose	Matex	24% Off Current Price Sheet
	Brass	Akron	19% Off Current Price Sheet
	Brass	Action Coupling	24% Off Current Price Sheet
	Brass	Elkhart	25% Off Current Price Sheet
Firefighting (Municipal) Hoses	Brass	Harrington	34% Off Current Price Sheet
	Brass Other Than Hose	Kochek	25% Off Current Price Sheet
	Brass	Sterling	14% Off Current Price Sheet
	Brass	S&H	Catalog which is roughly 20% Off
	Brackets	Ziamatic	10% Off Current Price Sheet

MES - Sourcewell Proposal 020124-MES

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
CAF Systems	Compressed Air	Ecocaf	3% Off Current Price Sheet
Containment	Containers (industrial, steel, plastic)	Husky	5% Off Current Price Sheet
Fire Pumps	Fire Pumps	CET Pumps	9% Off Current Price Sheet
Safety related items	Firefighter & EMS safety	R&B Fabrications	5% Off Current Price Sheet
	Fire & EMS manikins	Ruth Lee	Net MSRP
Accessories	Nozzles	TFT	20% Off Current MSRP
	Nozzles	HEN	Net MSRP
	Lockers, Racks, Shelving	Groves Ready Racks	2% Off Current MSRP Washers & Dryers
		Groves Ready	5% Off Current MSRP Lockers
	Brackets	SCBAS	9% Off Current MSRP
	Accessories	Kappler	1% Off Current MSRP
	Brackets	Zyco	15% Off Current MSRP
	Brackets, Mounts, and Related Accessories	Poly-Tech America	2% Off Current MSRP
	Cord Reels	Hannay Reels	30% Off Current MSRP
Firefighting Tools	Firefighting Robots	Thermite by Howe and Howe	Net MSRP