

**VILLAGE OF LANCASTER
BOARD MEETING**

A G E N D A

- X 1. PLEDGE TO THE FLAG
- X 2. ROLL CALL
- X 3. MINUTES OF MEETINGS DATED: April 15 (organizational meeting)
April 22 (regular meeting)
- X 4. ABSTRACT OF AUDITED VOUCHERS
- X 5. LISTED CORRESPONDENCE
- X 6. RESOLUTIONS
- X 7. AUDIENCE PARTICIPATION
- X 8. COMMITTEE REPORTS – FOLLOW UP
- X 9. DEPARTMENT HEAD REPORTS
- 10. HEARINGS
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

MONDAY, JUNE 10, 2024
(in 4 weeks)

The organizational meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, April 15, 2024, at 5:15 P.M.

Trustee Mikoley led the pledge to the flag.

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

Attendance:		<u>Attended / Absent</u>
Lynne T. Ruda	Mayor	3 / 0
Cynthia A. Maciejewski	Trustee/ Deputy Mayor	2 / 1
Tammie E. Malone Schaefer	Trustee	3 / 0
John Mikoley	Trustee	3 / 0
William C. Schroeder	Trustee	1 / 0

Also Present:
Michael E. Stegmeier **Clerk – Treasurer**
Arthur A. Herdzik **Village Attorney**

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to designate that an oral vote is the manner of voting on all resolutions.

Adopted Resolution: **20** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Mayor Ruda appointed **Trustee Maciejewski** as **Deputy Mayor** with a term to expire on April 7, 2025.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to appoint **Arthur A. Herdzik** as **Village Attorney** with a term to expire on April 7, 2025.

Adopted Resolution: **21** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Mayor Ruda** and seconded by **Trustee Mikoley** to table the appointment of **Deputy Village Attorney / Village Prosecutor** with a term to expire on April 7, 2025.

Adopted Resolution: **22** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to appoint **Mary G. Rozler** as **Deputy Village Clerk & Treasurer** with a term to expire on April 7, 2025.

Adopted Resolution: **23** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to appoint **Michael E. Stegmeier** as **Registrar of Vital Statistics** with a term to expire on April 7, 2025.

Adopted Resolution: **24** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to appoint **Mary G. Rozler** as **Deputy Registrar of Vital Statistics** with a term to expire on April 7, 2025.

Adopted Resolution: **25** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to appoint **Daniel E. Rinow** as **Acting Village Justice** with a term to expire on April 7, 2025.

Adopted Resolution: **26** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to appoint **Michael E. Stegmeier** as **Budget Director** with a term to expire on April 7, 2025.

Adopted Resolution: **27** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to appoint **Lynne T. Ruda** as **Director of Funding Advancement** with a term to expire on April 7, 2025.

Adopted Resolution: **28** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Abstained: Mayor Ruda

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to appoint **Lynne T. Ruda** as **Director of Economic Development** with a term to expire on April 7, 2025.

Adopted Resolution: **29** Ayes: Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Abstained: Mayor Ruda

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to designate the third Thursday of each month at 7:00 PM as the monthly meeting of the Planning Commission.

Adopted Resolution: **30** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to designate the first Thursday of each month at 7:15 PM as the monthly meeting of the Zoning Board of Appeals.

Adopted Resolution: **31** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to designate the second Wednesday of each month at 7:00 PM as the monthly meeting of the Historic Preservation Commission.

Adopted Resolution: **32** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to appoint **Andrew M. Debbins** as a member of the Zoning Board of Appeals with a term to expire on April 2, 2029.

Adopted Resolution: **33** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to appoint **David Blakeley** as Chairperson of the Zoning Board of Appeals with a term to expire on April 7, 2025.

Adopted Resolution: **34** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to appoint **Jennie Smith** as Deputy Chairperson of the Zoning Board of Appeals with a term to expire on April 7, 2025.

Adopted Resolution: **35** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to appoint **Samuel L. Miller** and **Ryan Carrick** as members of the Planning Commission with terms to expire on April 5, 2027.

Adopted Resolution: **36** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to appoint **Cory Adamczak** as alternate member (#1) of the Planning Commission with term to expire on April 7, 2025.

Adopted Resolution: **37** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

NOTE – There are two (2) vacant alternate positions for the Planning Commission with 1-year terms.

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to appoint **Michael J. Meyer, Sherry L. Campbell, and Emma S. Eckert** as members of the Historic Preservation Commission with terms to expire on April 3, 2028.

Adopted Resolution: **38** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Mayor Ruda** and seconded by **Trustee Mikoley** to table the appointment of Historic Preservation Commission member with a term to expire on April 3, 2028.

This member position is currently held by Joseph W. Keefe as a holdover appointment.

Adopted Resolution: **39** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to appoint **Nicholas Wells** as an alternate member of the Historic Preservation Commission with a term to expire on April 3, 2028.

Adopted Resolution: **40**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

NOTE – There is one (1) vacant alternate position for the Historic Preservation Commission with an initial 1-year term followed by 4-year terms.

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to appoint **Jeffrey Budzinski** as **Village Historian** with a term to expire on April 7, 2025.

Adopted Resolution: **41**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to appoint members to the Forestry Advisory Board (FAB) and Climate Smart Communities (CSC) Task Force as follows:

Forestry Advisory Board

Mayor Ruda
Trustee Mikoley
Clerk-Treasurer Stegmeier
DPW Superintendent Cisco
Amy Stypa – Sustainability Coordinator
Brian Lubkowski – DPW
Gavin O'Brien
Tim Pokrywczynski
John Pilato
Isaac Szymanski

CSC Task Force

Mayor Ruda
Trustee Mikoley
Clerk-Treasurer Stegmeier
DPW Superintendent Cisco
Amy Stypa- Sustainability Coordinator
Gavin O'Brien
Kirsten Shelly
Jason Kulaszewski (UB Regional Institute)
Joshua McClain (UB Regional Institute)
Isaac Szymanski

Adopted Resolution: **42**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to designate the **Council Chambers** of the Municipal Building, 5423 Broadway, Lancaster, New York as the official meeting place of the Village Board and to designate the dates and time of the regularly scheduled board meetings as the **2nd & 4th Mondays** of each month at **7:00 p.m.** with the following changes:

- May 27, 2024 meeting canceled due to Memorial Day holiday;
- October 14, 2024 meeting rescheduled to October 7, 2024 due to Columbus Day / Indigenous People's Day holiday;
- November 11, 2024 meeting canceled due to Veteran's Day holiday.

Adopted Resolution: **43**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to designate the dates and time of the monthly work sessions of the Village Board as the **2nd & 4th Mondays** of each month at **6:00 p.m.** prior to the regular board meeting scheduled for that evening; and further that these work sessions shall be held in Council Chambers of the Municipal Building, 5423 Broadway, Lancaster, New York.

NOTE – Regular work sessions prior to board meetings will be canceled or rescheduled whenever there is a regular board meeting that is canceled or rescheduled. (see Adopted Resolution # 43 above)

Adopted Resolution: **44** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to appoint the Village Board Committees and Chairpersons as follows, and further designating that the Mayor shall serve on all committees:

<u>Committee</u>	<u>Chairperson</u>
Finance & Claims	Schroeder
Public Works	Mikoley
Public Safety	Maciejewski
Building, Lights, & Codes	Malone Schaefer
Human Resources	Maciejewski
Community Events	Malone Schaefer
Economic Development	Ruda
Sewer	Mikoley
Grants	Ruda
Technology & Marketing	Schroeder
Climate Smart	Ruda

Adopted Resolution: **45** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to set the salaries and rates per the Schedule of Salaries & Wages to be included within the adopted Village Budget with an effective date of June 1, 2024.

Adopted Resolution: **46** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to designate **M&T Bank**, 5226 Broadway, Lancaster, NY and **NYCLASS** as the Official Depositories for the Village of Lancaster.

Adopted Resolution: **47** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to designate the **Lancaster Bee**, a publication of Bee Group Newspapers, 5564 Main Street, Williamsville, NY, as the official newspaper of the Village of Lancaster.

Adopted Resolution: **48** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to establish the amount of security interest for the Village Clerk - Treasurer as **\$100,000**, the Village Justice as **\$25,000**, the Acting Village Justice as **\$10,000**, and the Deputy Village Clerk - Treasurer as **\$10,000** pursuant to Village Law § 3-306 and further indicating that the expense for such security interest shall be a charge of the village.

Adopted Resolution: **49**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to pay a fixed rate for mileage as reimbursement to officers and employees of the Village who use their personal automobiles while performing official duties on behalf of the Village of Lancaster, and further that such rate shall be equal to the standard federal mileage rate in effect on the date(s) of such expense.

The current standard federal mileage rate is **\$0.67 per mile**.

Adopted Resolution: **50**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to authorize the Mayor, Deputy Clerk-Treasurer, and the Chairperson of the Finance & Claims Committee to sign checks, drawn on Village accounts, in the absence of the Village Clerk - Treasurer.

Adopted Resolution: **51**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to authorize any board member to sign and approve vouchers for payment.

Adopted Resolution: **52**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** authorizing the Village Clerk - Treasurer to execute Civil Service forms and documents as the Appointing Authority to the Erie County Department of Personnel and to New York State Civil Service on behalf of the Village Board of Trustees.

Adopted Resolution: **53**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** that all employees, including elected and appointed officials, must receive Village Board approval prior to attendance at association meetings / training events during the official year 2024-2025, and further that funds must be available in the budget to cover any related expenses.

Adopted Resolution: **54**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to authorize the following elected and appointed officials to attend association meetings / training events held in New York State as listed below during the official year 2024 – 2025:

Mayor Ruda
Trustee Maciejewski
Trustee Malone Schaefer
Trustee Mikoley
Trustee Schroeder

Village Attorney
Clerk-Treasurer
Deputy Clerk-Treasurer
DPW Superintendent
Village Justice

Deputy Village Attorney
Sustainability Coordinator

Association Meetings:

Association of Erie County Governments
Erie County Village Officials Association
Office of the State Comptroller
New York State Conference of Mayors (NYCOM)
New York State Economic Development Council (NYSEDC)
New York State Energy Research & Development Authority (NYSERDA)
New York State Association of City & Village Clerks
New York State Society of Municipal Finance Officers
Municipal Administrative Officers Association of Erie County
Lancaster Area Chamber of Commerce
Government Finance Officers Association
New York Association of Local Government Records Officers
New York Planning Federation
New York Municipal Clerks Institute
American Public Works Association
New York State Agencies and Departments Not Listed Above
Erie County Agencies and Departments Not Listed Above

Adopted Resolution: **55** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to authorize payment of claims for public utility services, postage, freight and express charges in advance of the audit of claims; and further that all such claims must be presented at the next regular meeting for audit by the Village Board of Trustees.

Adopted Resolution: **56** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to adopt the following resolution:

BE IT RESOLVED, that the Board of Trustees of the Village of Lancaster be and hereby establishes the following as a **standard work** day for employees for the purpose of determining days worked reportable to the New York State and Local Employees' Retirement System:

Mayor
Trustee
Village Attorney
Deputy Village Attorney
Village Justice
Acting Village Justice
Cleaner – PT
Clerk – PT
Clerk-Typist – PT
Account Clerk-Typist – PT
Director of Emergency Management
Fire Chief – PT
School Crossing Guard – PT
Deputy Village Clerk & Treasurer
Five day work week, Six (6) hour standard work day.

Account Clerk Typist – FT
Village Clerk & Treasurer
Clerk to Village Justice
Sustainability Coordinator
Five day work week, **Seven (7) hour standard work day.**

Clerk-Typist – FT
Supervising Code Enforcement Officer
Superintendent of Public Works
Automotive Mechanic
Motor Equipment Operator
Heavy Equipment Operator
Laborer
Five day work week, **Eight (8) hour standard work day.**

Adopted Resolution: **57** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to approve the Procurement Policy as presented to adopt internal policies and procedures governing the purchase of goods and services which are not subject to competitive bidding requirements.

Adopted Resolution: **58** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to approve the Annual Statement of Financial Disclosure Form for filing in 2024 (based on calendar year 2023); and further indicating that all employees and officers of the Village must complete such form in accordance with the terms as indicated in the Code of Ethics found at Chapter 14 of the Code of the Village of Lancaster.

Adopted Resolution: **59** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to adjourn the meeting at 5:29 p.m.

Adopted Resolution: **60** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully Submitted,

Michael E. Stegmeier
Village Clerk - Treasurer

The regular meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, April 22, 2024, at 7:00 P.M.

Trustee Schroeder led the pledge to the flag.

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

Attendance:

		<u>Attended / Absent</u>
Lynne T. Ruda	Mayor	4 / 0
Cynthia A. Maciejewski	Trustee/ Deputy Mayor	3 / 1
Tammie E. Malone Schaefer	Trustee	4 / 0
John Mikoley	Trustee	4 / 0
William C. Schroeder	Trustee	2 / 0

Also Present:

Arthur A. Herdzik	Village Attorney
Michael E. Stegmeier	Clerk-Treasurer
Wayne Cisco	Superintendent of Public Works
Eric Feldmann	Fire Chief
Nolin Jackson	Events Coordinator
Gavin O'Brien	175th Anniversary Committee Chairperson
Matthew Fischione	Town of Lancaster Supervising Code Enforcement Officer
Captain Jeff Smith	Town of Lancaster Police Department

ACCEPTANCE OF MINUTES

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to accept the minutes of the April 8, 2024, regular meeting.

Adopted Resolution: **61** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to accept the minutes of the April 10, 2024, special meeting.

Adopted Resolution: **62** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

ABSTRACT OF AUDITED VOUCHERS

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 4/9/2024 to 4/22/2024.

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	\$	565,188.36
SEWER FUND -----	in the amount of	\$	8,138.48
TRUST FUND -----	in the amount of	\$	--
CAPITAL FUND -----	in the amount of	\$	741.00
EQUIPMENT RESERVE -----	in the amount of	\$	--
COMMUNITY DEVELOPMENT -----	in the amount of	\$	--
SPECIAL REPAIR RESERVE FUND -----	in the amount of	\$	--
For the period from <u>3/26/2024</u> To <u>4/8/2024</u>			

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

General Fund checks # 91508 through # 91558
 Sewer Fund checks # 12084 through # 12087
 Capital Fund check # 1942

Adopted Resolution: **63** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

CORRESPONDENCE:

- 1) Correspondence from the Town of Lancaster Building Department providing a report of building permit applications and open complaints that were filed for properties within the Village of Lancaster from April 1, 2024 – April 11, 2024.

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

Adopted Resolution: **64** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 2) Correspondence from Wendy Schweitzer providing a Special Events Application for the Lancaster Hook & Ladder Co. Chicken BBQ Fundraiser to be held on Saturday, June 1, 2024, at the Department of Public Works property on Broadway.

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

Adopted Resolution: **65** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 3) Correspondence from Joseph Marshall providing a Special Events Application for the Lancaster Village Merchant Association Sip & Shop events to be held on May 10, 2024, June 15, 2024, and December 13, 2024, on Central Avenue and West Main Street in the Village of Lancaster.

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

Adopted Resolution: **66** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 4) Correspondence from Patricia Marshall, on behalf of the Lancaster Village Merchant Association, providing a Special Events Application for Lancaster's Renaissance Street Faire to be held on Saturday, August 3, 2024, along West Main Street and Cayuga Creek Park in the Village of Lancaster.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** to place this application into the Community Events Committee for review.

Adopted Resolution: **67** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 5) Correspondence from Paul T. Bumbalo, Village Justice, requesting approval to hire Steven Coffed as an independent contractor to provide court security services at a rate of \$25 / hour effective on May 1, 2024.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to approve this request to hire Steven Coffed as an independent contractor to provide court security services with terms as presented.

Adopted Resolution: **68** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 6) Correspondence from Philip Arnold, co-owner of 31 Central Avenue, Inc., offering to donate two (2) large planters to be placed in the front and side of the building at 34-36 Central Avenue with the Village of Lancaster being responsible for maintenance, storage, and repairs of the planters.

Motion by **Mayor Ruda** and seconded by **Trustee Malone Schaefer** to place this matter into the Economic Development Committee for review.

Adopted Resolution: **69** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 7) Correspondence from Superintendent Cisco requesting approval to host a Bring Your Child to Work Day for DPW employees on Thursday, April 25, 2024.

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to approve this request as presented.

Adopted Resolution: **70** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 8) Correspondence from Superintendent Cisco requesting approval to send two (2) DPW employees to the 2024 Re-Leaf Workshop in Rochester, NY on May 1 & 2, 2024 at a cost of \$60 per employee.

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to approve this request as presented.

Adopted Resolution: **71** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 9) Correspondence from Superintendent Cisco providing details for the replacement of a DPW Roller with a quote from Milton CAT in the amount of \$55,900.00 under NYS OGS Contract # PC69406 effective through May 13, 2024.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to approve this purchase of a roller from Milton CAT in the amount of \$55,900.00 under NYS OGS Contract # PC69406 with funds to be allocated and reimbursed through the CHIPS program.

Adopted Resolution: **72** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

RESOLUTIONS:

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to receive and file the results of the Annual Fire Department Election held on Tuesday, April 9, 2024, and further to appoint Eric Feldmann to the position of Fire Chief – PT effective as of April 9, 2024, with an annual salary of \$6,000 per the adopted budget, in accordance with Civil Service Rules and Regulations.

Adopted Resolution: **73** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to approve the following budget transfer for the Lancaster Fire Department:

- \$262.70 from A3411-26026 (SCBA Cylinders) to A3411-26019 (First Aid).

Adopted Resolution: **74** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to adopt the annual budget for the fiscal year from June 1, 2024 through May 31, 2025 as presented with a tax rate of \$7.646853 per \$1,000 taxable assessed valuation and an overall tax levy change of 0.58% and a tax rate change of 0.00%.

Adopted Resolution: **75** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

AUDIENCE PARTICIPATION:

<none>

COMMITTEE REPORTS & FOLLOW UPS:

➤ **FINANCE & CLAIMS** – Trustee Schroeder

There was a LOSAP presentation by an administrative service provider (Hometown) during the work session. There will be a recommendation at the next meeting.

RFP for engineering services will be added to this committee.

Mayor Ruda thanked the Budget Director and department heads for their work on the budget and for considering department needs while also getting the budget to a 0.0% tax rate increase.

➤ **PUBLIC WORKS** – Trustee Mikoley

The sweeper bids are scheduled to be received and opened on May 2nd. There will be a recommendation for the next board meeting following review of the bids.

The 2-hour parking signs were installed on West Main Street. There is one (1) sign located at each end of the street but there is concern if someone parks in the middle of the road and does not see the signs. This will be reviewed again to make sure this is the best option.

➤ **PUBLIC SAFETY – Trustee Maciejewski**

She received a complaint regarding traffic and speeding issues at the Central Avenue / Pleasant Avenue roundabout. She noted recent accidents and reviewed discussions with the Lancaster Police Department. It was suggested for the Village to consider further precautions such as speed signs and/or additional public education.

A vendor came to the Department of Public Works today to review the pigeon issue within the building, and they will provide an estimate to address the situation.

➤ **BUILDING, LIGHTS & CODES – Trustee Malone Schaefer**

She will be meeting with a representative from Fire Safety Systems tomorrow starting at 9:00 a.m. to review options for all three (3) buildings to update the alarm systems.

The asbestos report for the Lancaster Municipal Building flooring project has been received and will be added to this committee for review.

➤ **HUMAN RESOURCES – Trustee Maciejewski**

Motion by Trustee Maciejewski and seconded by Trustee Malone Schaefer to approve the change in employment status for Ashley Debbins from full-time to a part-time position effective on May 6, 2024.

This part-time position will remain at the same rate of pay but there will be no full-time fringe benefits.

Adopted Resolution: **76** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by Trustee Maciejewski and seconded by Trustee Malone Schaefer to approve maternity leave for Ashley Debbins including FMLA leave of 12 weeks with a 2-week extension to a total of 14 weeks.

This 14-week leave time will be unpaid outside of the standard NYS disability benefits.

Adopted Resolution: **77** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by Trustee Maciejewski and seconded by Trustee Malone Schaefer to post an advertisement for the position of Deputy Village Attorney / Village Prosecutor.

Adopted Resolution: **78** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

There will be a meeting with NYS Comp Alliance (workers compensation carrier) on June 10th or June 24th prior to the board meeting to review the premium calculations and how to address / prevent lost time claims.

The new banners recognizing past fire chiefs will be presented during a ceremony before the department meeting on May 14th at 6:00 p.m. when past chiefs and their families can celebrate and see their banners before they are hung up on West Main Street.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

The cleanup efforts begin this weekend as part of the Beautification Committee's Spring Clean Up events.

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

Gavin O'Brien – Chair of the 175th Anniversary Committee:

He met with WNY Bikes regarding holding a community bike ride once per month in the village.

He met with Audacy to discuss the May marketing plan. The committee will not be retaining Audacy's services for the rest of the year and will be pursuing other marketing strategies.

The Speaker Series will continue this Thursday, April 25th at Performance Advantage Company from 7:30 p.m. to 8:30 p.m. Jeff Budzinski will present on the history of the Village of Lancaster. The next two (2) months of the Speaker Series have also been scheduled.

The first tree dedication plaque has been ordered.

In June, they will hold a car show. The PBA is not involved this year, so Trustee Malone Schaefer is taking over coordination of the event. In the next few weeks, they need to decide if it should be on Central Avenue or West Main Street. There has been a request for more events on Central Avenue as West Main Street has already been getting a lot of attention with other events.

The next committee meeting will be next Tuesday, April 30th at 7:00 p.m.

Other Items

There was discussion regarding an issue with parking in a private lot at a tattoo business. It was noted that Artemis Tattoo does not have signs in its lot prohibiting the public from parking there. The property owner is responsible for posting the proper signage. Matt Fischione noted there is an enforcement issue as the Village Code does not specifically give authority for the police department to act when people park on private lots. If a vehicle is towed, it would be at the property owner's cost instead of the vehicle owner without proper authority. There was further discussion about whether a private sign allows for police enforcement and if the Village needs to refine the language in the Code to address the matter. This issue will be added to the Building, Lights & Codes Committee for further review.

➤ **SEWER** – Trustee Mikoley

He scheduled the next committee meeting with Superintendent Cisco for Monday, April 29th at 3:30 p.m. at the Lancaster Municipal Building.

➤ **GRANTS** – Mayor Ruda

Firefighters Park Renovation

CPL provided an updated schedule which includes the completion of concrete, paving, landscaping, and masonry by Memorial Day. The contractor will finish the signage and monuments prior to the 4th of July. The final designs for the signage and monuments were received today from CPL and forwarded to the

Lancaster Fire Department Committee for final review approval. They need to figure out how they would like to honor the life members as it will be a change order from the original plans to place the names on individual pavers throughout the park.

CDBG – Aurora Street Pedestrian Improvements

We are not ready to sign off on this project with current subpar conditions.

USDA Forest Services

Amy Stypa, Clerk-Treasurer Stegmeier, and Mayor Ruda met with a representative from American Forests to continue to work on this grant to determine the data set and narrative required to move this project forward.

➤ **TECHNOLOGY & MARKETING – Trustee Malone Schaefer**

She is waiting for a recommendation from Watts regarding a plan for the GIS system.

Motion by **Mayor Ruda** and seconded by **Trustee Maciejewski** to approve a proposal from TechNet MSP for the purchase of a 65-inch TV and stand for use at the Lancaster Municipal Building in the amount of \$1,641.00 with the funds to be transferred from the contingency account.

This purchase will provide a 2nd TV monitor for presentations with one (1) unit on each floor to avoid the need to move the equipment between floors and also to allow use by multiple groups at the same time.

Adopted Resolution: **79** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **CLIMATE SMART – Mayor Ruda**

The committee working on the Climate Adaptation Plan met on April 18th to review the draft of the plan and suggest feedback. The next steps include posting the draft online for public comments and presenting the final plan to the Village Board.

Motion by **Mayor Ruda** and seconded by **Trustee Mikoley** to schedule a work session in Council Chambers on Monday, May 13, 2024 at 5:30 p.m. for the public meeting and presentation to the Village Board for the final Climate Adaptation Plan.

Adopted Resolution: **80** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

She thanked Superintendent Cisco for working through the tree/sidewalk issue at 43 Liberty Avenue where tree roots were lifting up the sidewalk. The tree was removed, and the resident will be getting a new tree that is suitable for the location.

There will be a social media campaign all week regarding Earth Day.

CJ Brown Energy visited the Department of Public Works on April 17th to do a walk-through of the site for a CEC Energy Study. The initial observations were LED lighting conversion, timer switch for hot water, pipe installation, and potential updates in building envelope and AC units. A report will be coming in about six (6) weeks. The goal is to use the CEC grant funds to complete these energy efficiency upgrades at the DPW.

The commissioning of the Level 2 EV charging station at Cayuga Creek Park is now scheduled to take place on Thursday, April 25th at 2:00 p.m.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:

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

No report.

➤ **FIRE CHIEF** – Eric Feldmann

The department has had 133 calls during this year to date. There were 31 of those calls in April.

Engine 2's replacement committee is still meeting. They should have a recommendation for the Village Board in the next few weeks.

The crews left for live fire training earlier this evening with neighboring departments.

Trustee Schroeder noted that an avoidable alarm policy is not in place in the Village of Lancaster to address repeat offenders. He feels the Village Board should consider adopting a policy similar to the Town's policy. This matter will be placed in the Building, Lights & Codes Committee for consideration.

➤ **SPECIAL EVENTS** – Nolin Jackson

He was able to secure some games for the 4th of July celebration.

He is going to meet with Matt Shaw from Skylighters to coordinate fireworks for the entire year of events.

He is working on coordination with all groups that may be involved with events.

The parade sign-up application was posted on the website and social media sites.

The Garden Walk and Beautification artwork has been submitted.

➤ **TOWN POLICE DEPARTMENT** – Captain Smith

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

He commented regarding complaints related to trees on private property and requested clarification regarding the Village removal of a dangerous situation. He noted that the Village Code in this matter seems to be specific to street trees in the right of way.

Superintendent Cisco stated the Department of Public Works has not removed or addressed any issues with trees on private property. Matt Fischione confirmed it would be a civil matter in those cases. Attorney Herdzik stated that the only permission for the Village would be to address a nuisance which would be billable to the property owner.

Mayor Ruda mentioned a resident's complaint regarding the burden being placed on Mr. Fischione and the Town Building Department from taking on the code enforcement services for the Village of Lancaster. Mr. Fischione addressed this matter stating that he is confident that his department is able to adjust its workload to help both the Town and Village per the shared services agreement. They are addressing complaints one at a time, and he noted that communication is important when issues arise.

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

Fire alarm issues are being addressed by Fire Safety Systems at the Lancaster Municipal Building.

The new generator at DPW should be completed this week in the next day or two.

The new bathroom on the first floor at the DPW building is completed.

About half of the work requested by the Beautification Committee has been done.

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

His office will be transitioning from the budget process to begin working on preparations for tax collection at the start of the new fiscal year on June 1, 2024. He is also starting to prepare for the year end closeout process.

MISCELLANEOUS:

Trustee Schroeder recommended posting the agenda for Village Board meetings on the Village website on the Friday before meetings to provide access to the public for review in advance of the meetings.

ADJOURNMENT:

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

Adopted Resolution: **81**

Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier
Clerk – Treasurer

ABSTRACT**May 13, 2024**

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

April 23, 2024 to May 13, 2024

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 \$ 247,256.96

SEWER FUND -----in the amount of \$ 8,704.02

TRUST FUND -----in the amount of \$ 858.40

CAPITAL FUND -----in the amount of \$

EQUIPMENT RESERVE -----in the amount of \$

COMMUNITY DEVELOPMENT -----in the amount of \$

SPECIAL REPAIR RESERVE FUND ----in the amount of \$

TOTAL 256,819.38

For the period from April 9, 2024 to April 22, 2024

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.....	80
General Fund Ck#.....	91559-91624
Sewer Fund Ck#.....	12088-12096
Trust Fund Ck#.....	2576-2577
Capital Fund Ck#.....	
Community Development Fund Ck#	

Mayor Lynne T. Ruda

Abstract Summary of Funds

Board Meeting Date: April 22, 2024

	<u>General Fund (A)</u>	<u>Sewer Fund (G)</u>	<u>Trust Fund (T)</u>	<u>Capital Fund (H)</u>
Vouchers Paid by Check (2023-24 Budget)	\$ 172,004.40	\$ 2,581.07	\$ 858.40	
FICA Voucher 4/12/24	\$ 5,087.12	\$ 418.10		
Payroll Voucher 4/12/24	\$ 65,480.56	\$ 5,465.40		
M&T Credit Card - March	\$ 3,084.88	\$ 239.45		
Pre-Paid - Nolin Jackson	\$ 1,600.00			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
TOTALS	\$ 247,256.96	\$ 8,704.02	\$ 858.40	\$ -

TOTAL ALL FUNDS **\$ 256,819.38**

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

P.O. Type: All

Range: First to Last

Format: Detail without Line Item Notes

Vendors: All

Rcvd Batch Id Range: First to Last

Open: N Paid: N Void: N
Rcvd: Y Held: N Aprv: N
to 05/31/24 Bid: Y State: Y Other: Y Exempt: Y
Prior Year Only: N * Means Prior Year Line
First Enc Date Range: First
Include Non-Budgeted: Y

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-01394	04/17/24	ACEFL005 ACE FLAG CO.										
			1 NYLON HALYARD FOR FLAGPOLES	43.75	A -1620-450-000	E SHARED SERVICES - BUILDING & GRDS MAINT	R		04/17/24	04/17/24		50325
			2 NYLON HALYARD FOR FLAGPOLES	43.75	A -1621-453-000	E NORTH END F.H.-BUIDL & GROUND MAINT	R		04/17/24	04/17/24		50325
			3 NYLON HALYARD FOR FLAGPOLES	43.75	A -1640-450-000	E DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R		04/17/24	04/17/24		50325
			4 NYLON HALYARD FOR FLAGPOLES	43.75	A -7110-434-000	E PARKS -TREES	R		04/17/24	04/17/24		50325
				175.00								
24-01395	04/18/24	ADAMC005 CORY ADAMCZAK										
			1 PLANNING COMMISSION MEETING	90.00	A -8020-434-000	E PLANNING-PROF SERVICES PC MEMBERS	R		04/18/24	04/18/24		4/18/2024
24-01396	04/10/24	ALLEI005 JAMES ALLEIN										
			1 HPC- PLANNING COMM. LIASON	50.00	A -7520-434-000	E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R		04/10/24	04/10/24		4/10/2024
24-01397	04/18/24	ALLEI005 JAMES ALLEIN										
			1 PLANNING COMMISSION MEETING	90.00	A -8020-434-000	E PLANNING-PROF SERVICES PC MEMBERS	R		04/18/24	04/18/24		4/18/2024
24-01398	04/17/24	ALPSE005 ALPS ELEVATOR INSPECTION SERVI										
			1 LMB ELEVATOR INSPECTION	65.00	A -1620-431-000	E SHARED SERVICES - ELEVATOR MAINTENANCE	R		04/17/24	04/17/24		51276
24-01399	04/19/24	ANDEN005 AMD ENVIRONMENTAL CONSULTANTS										
			1 LMB-ASBESTOS INSPECTOR	3,420.00	A -1620-435-000	E SHARED SERVICES - CONTRACTUAL SERVICES	R		04/19/24	04/19/24		24-0321CIA
24-01400	04/16/24	ASHLA005 ASHLAND PEST CONTROL INC										
			1 BIRD CONTROL INSPECTION	91.00	A -5110-475-000	E STREETS MAINT-UNCLASSIFIED-PEST CONTROL	R		04/16/24	04/16/24		128711
24-01401	04/18/24	ASPOS005 ASPOSTO, CONNOR										
			1 PLANNING COMMISSION MEETING	90.00	A -8020-434-000	E PLANNING-PROF SERVICES PC MEMBERS	R		04/18/24	04/18/24		4/18/2024
24-01402	04/19/24	BEEGR005 BEE GROUP PUBLICATIONS INC										
			1 PH-SWEEPER & ZBA NOTICE	115.44	A -1325-430-000	E FINANCE TREASURER - PRINTING & ADVERTISE	R		04/19/24	04/19/24		673366C99-0009
			2 PH-SWEEPER & ZBA NOTICE	82.15	A -8010-430-000	E ZONING-PRINTING & ADVERTISING	R		04/19/24	04/19/24		BE50FE57-0004
				197.59								

LANCASTER VILLAGE
Purchase Order Listing By P.O. Number

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice
24-01403	04/12/24	BIELA005 PAULA BIELAT	1 COURT STENO SVCS 4/12/2024	125.00	A -1110-435-000		E VILLAGE JUSTICE - CONTRACTUAL SERVICES	R	04/12/24	04/12/24	4/12/2024
24-01404	04/18/24	BIELA005 PAULA BIELAT	1 COURT STENO SVCS 4/9 & 4/18	250.00	A -1110-435-000		E VILLAGE JUSTICE - CONTRACTUAL SERVICES	R	04/18/24	04/18/24	4/9& 4/18
24-01405	04/09/24	BOYD005 BOYD-SIMCOE, CAROL	1 RUN OFF SPECIAL ELECTION- INSP	175.00	A -1450-401-000		E ELECTIONS - OFFICE SUPPLIES	R	04/09/24	04/09/24	4/9/2024
24-01406	04/10/24	BUDZI010 BUDZINSKI, JEFFREY	1 HPC- HISTORIAN	90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	04/10/24	04/10/24	4/10/2024
24-01407	04/16/24	BXIC005 BXI CONSULTANTS, INC	1 WASTE TONER CARTRIDGE DPW	9.50	A -1640-435-000		E DEPT PUBLIC WORKS-CONTRACTUAL SERVICES	R	04/16/24	04/16/24	231686
24-01408	04/17/24	BXIC005 BXI CONSULTANTS, INC	1 COLORED PRINTS - DPW CONTRACT	16.64	A -1640-435-000		E DEPT PUBLIC WORKS-CONTRACTUAL SERVICES	R	04/17/24	04/17/24	232243
24-01409	04/10/24	CAMP010 SHERRY CAMPBELL	1 HPC - MEMBER	90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	04/10/24	04/10/24	4/10/2024
24-01410	04/18/24	CARRI005 CARRICK, RYAN	1 PLANNING COMMISSION MEETING	90.00	A -8020-434-000		E PLANNING-PROF SERVICES PC MEMBERS	R	04/18/24	04/18/24	4/18/2024
24-01411	04/19/24	CHART005 CHARTER COMMUNICATIONS	1 DPW	99.02	A -1640-431-000		E DEPT PUBLIC WORKS - TELEPHONE	R	04/19/24	04/19/24	063270401040124
			2 NEFH	30.91	A -1621-439-000		E NORTH END FIRE HALL - TELEPHONE	R	04/19/24	04/19/24	063270401040124
			3 LMB	165.51	A -1620-439-000		E SHARED SERVICES - TELEPHONE	R	04/19/24	04/19/24	063270401040124
				295.44							
24-01412	04/10/24	CHAVE005 CHAVES YATES, CAITLIN	1 HPC - MEMBER	90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	04/10/24	04/10/24	4/10/2024
24-01413	04/17/24	CODE3005 CODE 3 HEALTH AND SAFETY	1 OSHA REFRESH 1/22 & 2/21 2024	650.00	A -3411-470-000		E FIRE DEPT-TRAINING	R	04/17/24	04/17/24	LANCASTER0221
24-01414	04/22/24	CSEAE005 C S E A EMPLOYEE BENEFIT FUND	1 MAY 2024 VISION & DENTAL	4,499.84	A -9060-800-000		E EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	R	04/22/24	04/22/24	MAY 2024
			2 MAY 2024 VISION & DENTAL	413.61	G -9060-800-000		E EMPLOYEE BENEFIT-HOSPITAL & MEDICAL INS	R	04/22/24	04/22/24	MAY 2024

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract	Stat/Chk	Enc	First Rcvd Date	Chk/Void Date	Invoice
24-01414	04/22/24	CSEAE005	C S E A EMPLOYEE BENEFIT FUND Continued										
	3 MAY 2024	VISION & DENTAL		443.40	T -020-000			G MEDICAL INSURANCE	R		04/22/24	04/22/24	MAY 2024
				5,356.85									
24-01415	04/19/24	DELAC005	DELAGE LANDEN FINANCIAL SVC										
	1 FD COPIER			106.78	A -3411-260-100			E FIRE DEPT-COPIER	R		04/19/24	04/19/24	82412766
	2 DOCUWEAR SOFTWARE			710.00	A -1325-435-200			E FINANCE TREASURER - SVC MAINT CONTRACTS	R		04/19/24	04/19/24	82409695
				816.78									
24-01416	04/17/24	EATON005	EATON OFFICE SUPPLY										
	1 BOTTLED WATER			303.60	A -3411-260-190			E FIRE DEPT-FIRST AID	R		04/17/24	04/17/24	PINV1183893
24-01417	04/22/24	EATON005	EATON OFFICE SUPPLY										
	1 PENS, TISSUES, RUBBERBANDS ETC			85.22	A -1325-401-000			E FINANCE TREASURER - OFFICE SUPPLIES	R		04/22/24	04/22/24	PINV1185258
24-01418	04/10/24	ECKER005	EMMA ECKERT										
	1 HPC - MEMBER + SECRETARY			265.00	A -7520-434-000			E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R		04/10/24	04/10/24	4/10/2024
24-01419	04/22/24	FASTS005	FAST SIGNS										
	1 GARDEN WALK SIGNS			104.47	A -7550-403-000			E CELEBRATIONS-GARDEN WALK	R		04/22/24	04/22/24	199-19823
24-01420	04/18/24	FERRY005	FERRY INC										
	1 POLES,HOSES, REPAIR 4 SWEEPER			129.44	A -5110-452-000			E STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP	R		04/18/24	04/18/24	00462640
	2 POLES,HOSES, REPAIR 4 SWEEPER			37.09	A -5132-452-000			E SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP	R		04/18/24	04/18/24	00462640
	3 POLES,HOSES, REPAIR 4 SWEEPER			41.83	A -8170-452-000			E ST CLEANING-REPAIR/MAINT TRUCKS/EQUIP	R		04/18/24	04/18/24	00462640
				208.36									
24-01421	04/19/24	FIRE005	FIRE SAFETY SYSTEMS										
	1 DPW/LNB ALARM MONITORING			720.00	A -1620-437-000			E SHARED SERVICES - FIRE ALARM MAINTENANCE	R		04/19/24	04/19/24	65072/65073
	2 DPW/LNB ALARM MONITORING			360.00	A -1640-437-000			E DEPT PUBLIC WORKS GRGE-FIRE ALARM MAINT	R		04/19/24	04/19/24	65072/65073
				1,080.00									
24-01422	04/18/24	FLEET005	FLEET MAINTENANCE INC.										
	1 SEWER JET EXPRESS DIAG. CHECK			462.50	G -8120-453-000			E SANITARY SEWERS-REPAIRS & MAINT TO EQUIP	R		04/18/24	04/18/24	102788
24-01423	04/18/24	GAJEW010	GAJEWSKI, STEVEN										
	1 PLANNING COMMISSION MEETING			90.00	A -8020-434-000			E PLANNING-PROF SERVICES PC MEMBERS	R		04/18/24	04/18/24	4/18/2024

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice
24-01424	04/19/24	GRAIN005 GRAINGER										
		1 DPW GENERATOR PARTS/ JAN SUPP	65.65	A -1620-402-000				E SHARED SERVICES - JANITORIAL SUPPLIES	R	04/19/24	04/19/24	9048225594
		2 DPW GENERATOR PARTS/ JAN SUPP	65.64	A -1621-419-000				E NORTH END FIRE HALL - JANITORIAL SUPPLY	R	04/19/24	04/19/24	9048225594
		3 DPW GENERATOR PARTS/ JAN SUPP	65.65	A -1640-402-000				E DEPT PUBLIC WORKS-JANITORIAL SUPPLIES	R	04/19/24	04/19/24	9048225594
		4 DPW GENERATOR PARTS/ JAN SUPP	315.50	A -1640-450-000				E DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	04/19/24	04/19/24	9048225594
			512.44									
24-01425	04/16/24	GREEN010 GREEN MOUNTAIN ELECTRIC SUPPLY										
		1 PARTS/SUPP GENERATOR INSTALL	118.10	A -1640-450-000				E DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	04/16/24	04/16/24	S4779397.001
		2 PARTS/SUPP GENERATOR INSTALL	32.64	A -5110-419-000				E STREETS MAINT-TOOLS & PAINT	R	04/16/24	04/16/24	S4779397.001
			150.74									
24-01426	04/17/24	HEALT015 HEALTHWORKS - WNY LLP										
		1 DRUG SCREENING	140.00	A -5010-472-000				E STREETS ADMIN-ALCOHOL & DRUG TESTING	R	04/17/24	04/17/24	518642
24-01427	04/22/24	HIGHM010 HIGHMARK BCBS OF WNY										
		1 RETIREE HEALTH INS MAY 2024	415.00	T -020-000				G MEDICAL INSURANCE	R	04/22/24	04/22/24	MAY 2024
24-01428	04/22/24	INDEP005 INDEPENDENT HEALTH										
		1 MAY 2024 EMPLOYEE HEALTH INS.	1,945.45	A -9060-800-000				E EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	R	04/22/24	04/22/24	MAY 2024
		2 MAY 2024 EMPLOYEE HEALTH INS.	155.53	G -9060-800-000				E EMPLOYEE BENEFIT-HOSPITAL & MEDICAL INS	R	04/22/24	04/22/24	MAY 2024
			2,100.98									
24-01429	04/19/24	JTMB005 JIM BARNARD CHEVROLET INC.										
		1 2 2024 CHEVY SILVERADOS	50,765.00	A -3411-200-000				E EQUIPMENT	R	04/19/24	04/19/24	55925
		2 2 2024 CHEVY SILVERADOS	50,765.00	A -3411-200-000				E EQUIPMENT	R	04/19/24	04/19/24	55955
			101,530.00									
24-01430	04/10/24	KACAL005 KACALA, JEANINE										
		1 HPC - MEMBER	90.00	A -7520-434-000				E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	04/10/24	04/10/24	4/10/2024
24-01431	04/10/24	JOSEP005 JOSEPH KEEFE, ESQ										
		1 HPC MEETING - MEMBER	90.00	A -7520-434-000				E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	04/10/24	04/10/24	4/10/2024
24-01432	04/09/24	KUZNI005 DIANE KUZNIK										
		1 RUN OFF ELECTION - INSPECTOR	175.00	A -1450-401-000				E ELECTIONS - OFFICE SUPPLIES	R	04/09/24	04/09/24	4/9/2024
24-01433	04/18/24	KSCON005 K & S CONTRACTORS SUPPLY INC.										
		2 FRAME&STORM VENT 4 MANHOLE	200.00	G -8120-434-000				E SANITARY SEWERS-REPAIRS/MATERIALS DPW	R	04/18/24	04/18/24	24-4187

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Purchase Order Listing By P.O. Number

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PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice
24-01433	04/18/24	KSCON005 K & S CONTRACTORS SUPPLY INC.	Continued									
		3 FRAME&STORM VENT 4 MANHOLE		200.00	A -8540-414-000			E DRAINAGE-MATERIALS & PIPE	R	04/18/24	04/18/24	24-4187
				400.00								
24-01434	04/19/24	MANNY005 MANNY'S ACE HARDWARE										
		1 PARTS & SUPPLIES MARCH 2024		400.16	A -1640-450-000			E DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	04/19/24	04/19/24	MARCH 2024
		2 PARTS & SUPPLIES MARCH 2024		27.41	A -5110-412-000			E STREETS MAINT-SIGNS	R	04/19/24	04/19/24	MARCH 2024
		3 PARTS & SUPPLIES MARCH 2024		350.03	A -5110-419-000			E STREETS MAINT-TOOLS & PAINT	R	04/19/24	04/19/24	MARCH 2024
		4 PARTS & SUPPLIES MARCH 2024		21.59	A -7110-453-000			E PARKS-REPAIRS TO EQUIPMENT	R	04/19/24	04/19/24	MARCH 2024
		5 PARTS & SUPPLIES MARCH 2024		17.96	G -8120-434-000			E SANITARY SEWERS-REPAIRS/MATERIALS DPW	R	04/19/24	04/19/24	MARCH 2024
				817.15								
24-01435	04/10/24	MEYER005 MICHAEL MEYER										
		1 HPC - CHAIRPERSON		115.00	A -7520-434-000			E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	04/10/24	04/10/24	4/10/2024
24-01436	04/18/24	MILLED25 MILLER, SAMUEL										
		1 PLANNING COMMISSION MEETING		90.00	A -8020-434-000			E PLANNING-PROF SERVICES PC MEMBERS	R	04/18/24	04/18/24	4/18/2024
24-01437	04/19/24	NYSDE010 NYS DEPARTMENT OF LABOR										
		1 UNEMPLOYMENT INSURANCE		3,482.34	A -9050-800-000			E EMPLOYEE BENEFITS-UNEMPLOYMENT INSURANCE	R	04/19/24	04/19/24	1ST QTR
24-01438	04/11/24	NYSAS010 NYS ASSOC OF FIRE CHIEFS										
		1 MEMBERSHIP DUES 2024		90.00	A -3990-475-000			E DISASTER PREP-EXP/TRAVEL-MILEAGE	R	04/11/24	04/11/24	2024
24-01439	04/16/24	N0000015 N Y S E G										
		1 5386 BROADWAY		97.59	A -7110-438-000			E PARKS-ELECTRIC	R	04/16/24	04/16/24	1005-2259-743
		2 16 WEST MAIN ST.		34.74	A -8510-438-000			E BEAUTIFICATION - CBD TREES / RECEPTACLES	R	04/16/24	04/16/24	1004-7932-537
				132.33								
24-01440	04/16/24	N0000015 N Y S E G										
		1 34 CENTRAL AVE.		96.82	A -7550-420-000			E CELEBRATIONS-MISC OVERHEAD EXPENSES	R	04/16/24	04/16/24	1001-7803-636
24-01441	04/16/24	N0000015 N Y S E G										
		1 3 AURORA, ST LTG, NEFH, 5421 BRO.		5,734.88	A -5182-438-000			E STREET LIGHTING-HWY LIGHTING- NYSEG	R	04/16/24	04/16/24	VARIOUS
		2 3 AURORA, ST LTG, NEFH, 5421 BRO.		743.14	A -1620-438-000			E SHARED SERVICES - ELECTRIC	R	04/16/24	04/16/24	VARIOUS
		3 3 AURORA, ST LTG, NEFH, 5421 BRO.		230.48	A -1621-438-000			E NORTH END FIRE HALL - ELECTRIC	R	04/16/24	04/16/24	VARIOUS
				6,708.50								

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Date	Invoice
24-01442	04/16/24	N0000015 N Y S E G									
1	69 LAKE			26.67	A -7110-438-000	E PARKS-ELECTRIC		R	04/16/24	04/16/24	1003-8596-887
2	DPW			1,037.86	A -1640-439-000	E DEPT PUBLIC WORKS - ELECTRIC		R	04/16/24	04/16/24	1001-0111-952
				1,064.53							
24-01443	04/17/24	NATIO0015 NATIONAL FUEL									
1	NEFH			410.75	A -1621-440-000	E NORTH END FIRE HALL - GAS		R	04/17/24	04/17/24	3277332 05
2	DPW			2,614.20	A -1640-440-000	E DEPT PUBLIC WORKS GARAGE-GAS		R	04/17/24	04/17/24	3277332 05
				3,024.95							
24-01444	04/09/24	NEWMA005 NEWMAN, PAUL									
1	RUN OFF ELECTION - INSPECTOR			175.00	A -1450-401-000	E ELECTIONS - OFFICE SUPPLIES		R	04/09/24	04/09/24	4/9/2024
24-01445	04/18/24	NIAGA005 NIAGARA FRONTIER EQUIP SALES I									
1	SCAG MOWER PARTS			430.12	A -5110-452-000	E STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP		R	04/18/24	04/18/24	P77790
2	SCAG MOWER PARTS			430.12	A -7110-453-000	E PARKS-REPAIRS TO EQUIPMENT		R	04/18/24	04/18/24	P77790
				860.24							
24-01446	04/17/24	NIAGA005 NIAGARA FRONTIER EQUIP SALES I									
1	SCAG CHEETAH II MOWER			12,422.00	A -7110-200-000	E PARKS-EQUIPMENT-MOWERS/MINI SWEEPER		R	04/17/24	04/17/24	E05502
24-01447	04/09/24	NICHT005 NICHTER, BARBARA									
1	RUNOFF ELECTION INSPECTOR			175.00	A -1450-401-000	E ELECTIONS - OFFICE SUPPLIES		R	04/09/24	04/09/24	4/9/2024
24-01448	04/19/24	PITNE025 PITNEY BOWES RESERVE ACCOUNT									
1	REFILL POSTAGE METER			2,000.00	A -1325-436-000	E FINANCE TREASURER - POSTAGE		R	04/19/24	04/19/24	4/18/2024
24-01449	04/18/24	POWER015 POWER & CONST GRP, INC									
6	ST. LIGHT MAINTENANCE			2,016.08	A -5182-435-000	E STREET LIGHTING-MAINTENANCE & REPAIRS		R	04/18/24	04/18/24	LP12716
24-01450	04/16/24	QUERMB005 QUERMBACK ELECTRIC INC.									
1	DPW GENERATOR PARTS/SUPPLIES			650.33	A -1640-450-000	E DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT		R	04/16/24	04/16/24	166878
2	DPW GENERATOR PARTS/SUPPLIES			650.34	A -1640-453-000	E DEPT PUBLIC WORKS - REPAIRS		R	04/16/24	04/16/24	166878
				1,300.67							
24-01451	04/18/24	REILL005 ELIZABETH REILLY-MEEGAN									
1	PLANNING COMMISSION MEMBER			90.00	A -8020-434-000	E PLANNING-PROF SERVICES PC MEMBERS		R	04/18/24	04/18/24	4/18/2024

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PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract	PO Type	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-01463	04/09/24	TANNE005 KAREN TANNER												
1	RUN OFF ELECTION - INSPECTOR			200.00	A -1450-401-000	E	ELECTIONS - OFFICE SUPPLIES			R	04/09/24	04/09/24		4/9/2024
24-01464	04/09/24	SYLV005 SYLVIA TAYLOR												
1	RUN OFF ELECTION - INSPECTOR			175.00	A -1450-401-000	E	ELECTIONS - OFFICE SUPPLIES			R	04/09/24	04/09/24		4/9/2024
24-01465	04/19/24	THOMS005 THOMSON REUTERS - WEST PAYMENT												
1	MARCH 2024			144.42	A -1420-409-000	E	LAW - LAW BOOKS			R	04/19/24	04/19/24		849956807
24-01466	04/16/24	TKELE005 TK Elevator Corp												
1	LMB - ELEVATOR MAINTENANCE			1,459.97	A -1620-431-000	E	SHARED SERVICES - ELEVATOR MAINTENANCE			R	04/16/24	04/16/24		3007813656
24-01467	04/19/24	VERIZ010 VERIZON WIRELESS												
1	PHONES APRIL 2024			303.92	A -3411-485-000	E	FIRE DEPT - CELL PHONES / DATA PLANS			R	04/19/24	04/19/24		APRIL 2024
2	PHONES APRIL 2024			82.16	A -1010-485-000	E	BOARD OF TRUSTEES - CELL PHONE			R	04/19/24	04/19/24		APRIL 2024
3	PHONES APRIL 2024			31.22	A -1210-485-000	E	EXECUTIVE MAYOR - CELL PHONE			R	04/19/24	04/19/24		APRIL 2024
4	PHONES APRIL 2024			31.22	A -7550-420-000	E	CELEBRATIONS-MISC OVERHEAD EXPENSES			R	04/19/24	04/19/24		APRIL 2024
5	PHONES APRIL 2024			31.22	A -1325-485-000	E	FINANCE TREASURER - CELL PHONE			R	04/19/24	04/19/24		APRIL 2024
6	PHONES APRIL 2024			69.21	A -3990-476-000	E	DISASTER PREP-MOBILE PH & DATA CARD			R	04/19/24	04/19/24		APRIL 2024
7	PHONES APRIL 2024			37.99	A -3989-485-000	E	BUILDING INSPECTION-CELL PHONE			R	04/19/24	04/19/24		APRIL 2024
8	PHONES APRIL 2024			75.98	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED			R	04/19/24	04/19/24		APRIL 2024
9	PHONES APRIL 2024			31.22	A -1640-485-000	E	DEPT PUBLIC WORKS GARAGE-CELL PHONE			R	04/19/24	04/19/24		APRIL 2024
10	PHONES APRIL 2024			37.99	G -8115-485-000	E	ADMINISTRATION-CELL PHONE			R	04/19/24	04/19/24		APRIL 2024
				732.13										
24-01468	04/10/24	WELLS025 WELLS, NICK												
1	HPC - ALTERNATE MEMBER			90.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS			R	04/10/24	04/10/24		4/10/2024
24-01469	04/17/24	WITME005 WITMER PUBLIC SAFETY GROUP												
1	WRENCH & FLASHLIGHTS			804.00	A -3411-200-000	E	EQUIPMENT			R	04/17/24	04/17/24		VARIOUS
2	WRENCH & FLASHLIGHTS			924.48	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENTION PROGRAM			R	04/17/24	04/17/24		VARIOUS
				1,728.48										
24-01470	04/18/24	NOCOE005 NOCO ENERGY CORP- FUELS												
1	GAS & DIESEL FY 2023-2024			1,863.27	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL			R	04/18/24	04/18/24		ACCOUNT 3129
2	GAS & DIESEL FY 2023-2024			3,422.97	A -5132-416-000	E	SNOW REMOVAL-GASOLINE & OIL			R	04/18/24	04/18/24		ACCOUNT 3129
3	GAS & DIESEL FY 2023-2024			963.87	A -8170-416-000	E	STREET CLEANING-GASOLINE & OIL			R	04/18/24	04/18/24		ACCOUNT 3129
4	GAS & DIESEL FY 2023-2024			566.32	A -8160-416-000	E	REFUSE & GARBAGE-GASOLINE & OIL			R	04/18/24	04/18/24		ACCOUNT 3129

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P0 #	P0 Date	Vendor	Item Description	Amount	Charge Account	Contract	P0 Type	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Date	Invoice
24-01470	04/18/24	NOCOE005	NOCO ENERGY CORP- FUELS		Continued										
			5 GAS & DIESEL FY 2023-2024	410.27	G -8120-416-000										
				<u>7,226.70</u>											
									E SANITARY SEWERS-FUEL & LUBE	R		04/18/24	04/18/24		ACCOUNT 3129
Total Purchase Orders:				77	Total P.O. Line Items:	124	Total List Amount:	175,443.87	Total Void Amount:	0.00					

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	4-A	172,004.40	0.00	0.00	172,004.40
	4-G	2,581.07	0.00	0.00	2,581.07
	4-T	0.00	0.00	858.40	858.40
Total of All Funds:		174,585.47	0.00	858.40	175,443.87

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LANCASTER VILLAGE
Expenditure Entry Verification Listing

Page No: 1

Batch Id: FICA Batch Date: 04/12/24 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 3/12/2024 Cr: A -200-000 CASH	5,087.12		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 3/12/2024 Cr: G -200-000 CASH	418.10		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,087.12	0.00	0.00	0.00	0.00	0.00
	G	418.10	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		5,505.22	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	5,505.22
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.

Batch Id: PAYROLL Batch Date: 04/12/24 Batch Type: Recurring

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -1010-100-000 BOARD OF TRUSTEES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	1,541.98		1
A -1110-100-000 VILLAGE JUSTICE - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	2,382.68		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	678.47		3
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	5,961.66		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	1,965.88		5
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	240.00		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	90.00		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	18,843.09		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	114.50		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		11
A -3989-100-000 BUILDING INSP-PERSONAL SVCS-CODE ENFCMT Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		12
A -3990-100-000 DISASTER PREPAREDNESS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	136.26		13
A -4020-100-000 REGISTRAR VITAL STATS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	168.20		14

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -5010-100-000 STREETS ADMINISTRATION-PERSONAL SVCS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	6,518.96		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	13,025.41		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	784.54		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	330.90		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		20
A -7550-103-000 DPW - Regular Time Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		21
A -8020-100-000 PLANNING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	72.52		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	6,071.32		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	2,154.88		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	386.32		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	815.42		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	83.38		27

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	712.05-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		29
A -5132-405-000 SNOW REMOVAL-MEAL ALLOWANCES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		30
G -8115-100-000 ADMINISTRATION-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: G -200-000 CASH	2,393.78		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: G -200-000 CASH	3,071.62		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: G -522-000 EXPENDITURE CONTROL	0.00		33
A -3120-100-000 POLICE-PERSONAL SVCS-CROSSING GUARDS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	1,320.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		36
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -200-000 CASH	25.32		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		38
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		39
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/12/2024 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 3/29/2024 Cr: A -200-000 CASH	2,480.92		41

WARNING: This account would have a negative balance: A -1210-100-000. Balance would be: 613.23-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	65,480.56	0.00	0.00	0.00	0.00	0.00
	G	5,465.40	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		70,945.96	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	70,945.96
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	39	

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

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

Batch Id: CREDITCD Batch Date: 03/31/24 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -3990-474-000 DISASTER PREP- WEBSITE & INFO TECHNOLOGY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SCOTT KULMEY - BLUE DOCK MEDIA Cr: A -200-000 CASH	64.00		1
A -3990-479-000 DISASTER PREPAREDNESS-PAGERS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SCOTT KULMEY - RAPID FAX Cr: A -200-000 CASH	11.99		2
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-APPLE.COM- MUSIC FOR DOWNTOWN IPOD Cr: A -200-000 CASH	10.99		3
A -1325-474-000 FINANCE TREASURER - WEB SITE & INTERNET Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-ADOBE-CTO OFFICE - 2 ACCOUNTS Cr: A -200-000 CASH	47.98		4
A -5010-403-000 STREETS ADMINISTRATION-COMPUTER SOFTWARE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-ADOBE-CTO OFFICE - 1 ACCOUNT Cr: A -200-000 CASH	23.99		5
A -1210-402-000 EXECUTIVE MAYOR - PLAQUES & AWARDS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	CHALLENGE COINS - LYNNE RUDA Cr: A -200-000 CASH	379.00		6
A -1420-435-000 LAW - CONTRACTUAL SERVICES:LEASE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	HERDZIK - SPEECH PROCESSING SOLUTIONS Cr: A -200-000 CASH	77.40		7
A -1325-474-000 FINANCE TREASURER - WEB SITE & INTERNET Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DNH DOMAIN HOSTING - TECHNET Cr: A -200-000 CASH	20.17		8
A -3411-470-000 FIRE DEPT-TRAINING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DELTA HOTELS - FF JAROSZ - TRAINING Cr: A -200-000 CASH	199.00		9
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SHERWIN WILLIAMS - PAINT Cr: A -200-000 CASH	128.60		10
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	SHERWIN WILLIAMS - PAINT Cr: A -200-000 CASH	128.60		11
A -1640-450-000 DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-GENERATOR INSTALL SUPPLIES Cr: A -200-000 CASH	18.99		12
A -1640-450-000 DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-GENERATOR INSTALL SUPPLIES Cr: A -200-000 CASH	159.64		13

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -5110-419-000 STREETS MAINT-TOOLS & PAINT Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-HARBOR FREIGHT - TOOLS FOR TK 3 Cr: A -200-000 CASH	776.17		14
A -5110-419-000 STREETS MAINT-TOOLS & PAINT Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-TOOLS FOR GENERATOR INSTALL Cr: A -200-000 CASH	38.79		15
A -5110-419-000 STREETS MAINT-TOOLS & PAINT Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-TOOLS FOR GENERATOR INSTALL Cr: A -200-000 CASH	35.50		16
A -5010-406-000 STREETS ADMINISTRATION-PROF TRAINING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-WNY SAFETY CONFERENCE Cr: A -200-000 CASH	500.00		17
A -5110-452-000 STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-SHERWIN WILLIAMS- PAINT Cr: A -200-000 CASH	225.43		18
A -5132-452-000 SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-SHERWIN WILLIAMS- PAINT Cr: A -200-000 CASH	225.45		19
A -5010-436-000 STREETS ADMINISTRATION-POSTAGE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-THE UPS STORE-OPUS INS. STICKER RET. Cr: A -200-000 CASH	13.19		20

WARNING: This account would have a negative balance: A -1210-402-000. Balance would be: 77.65-.

WARNING: This account would have a negative balance: A -1420-435-000. Balance would be: 69.60-.

WARNING: This account would have a negative balance: A -1640-450-000. Balance would be: 4,386.88-.

WARNING: This account would have a negative balance: A -5010-403-000. Balance would be: 6,823.90-.

WARNING: This account would have a negative balance: A -5010-406-000. Balance would be: 9,621.25-.

WARNING: This account would have a negative balance: A -5110-419-000. Balance would be: 3,210.08-.

WARNING: This account would have a negative balance: A -5110-452-000. Balance would be: 15,098.14-.

WARNING: This account would have a negative balance: A -5132-452-000. Balance would be: 41,047.09-.

WARNING: Control Acct would have a negative balance but error was overridden: A -1640-000-000. Balance would be: 60,914.63-.

WARNING: Control Acct would have a negative balance but error was overridden: A -3411-000-000. Balance would be: 76,619.77-.

WARNING: Control Acct would have a negative balance but error was overridden: A -5010-000-000. Balance would be: 107,337.08-.

WARNING: Control Acct would have a negative balance but error was overridden: A -5132-000-000. Balance would be: 13,829.35-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	3,084.88	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		3,084.88	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	20	3,084.88
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:	20	

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

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes
Vendors: All
Rcvd Batch Id Range: First to Last
First Enc Date Range: First to 05/31/24
Include Non-Budgeted: Y
Open: N
Paid: N
Held: N
Rcvd: Y
Bid: Y
Prior Year Only: N
Void: N
Aprv: N
State: Y
Other: Y
Exempt: Y
* Means Prior Year Line

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Stat/Chk	First Rcvd	Enc Date	Date	Chk/Void	Invoice
24-01471	04/24/24	JACKSON, NOLIN	1 EVENT SVCS - APRIL & MARCH '24	1,600.00	A -7550-435-000	E	CELEBRATIONS-EVENTS DIRECTOR CONTRACTUAL R		04/24/24	04/24/24			MARCH & APRIL

Total Purchase Orders:	1	Total P.O. Line Items:	1	Total List Amount:	1,600.00	Total Void Amount:	0.00
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Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	4-A	1,600.00	0.00	0.00	1,600.00
Total of All Funds:		<u>1,600.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,600.00</u>

LISTED CORRESPONDENCE

May 13, 2024

	1 st Motion	2 nd Motion	
1.	_____	_____	Correspondence from the Matt Fischione, Code Enforcement Officer for the Town of Lancaster Building and Zoning Department, providing an update on code enforcement and permitting issues in the Village of Lancaster along with a report of building permit applications and open complaints that were filed for properties within the Village of Lancaster.
	ACTION -	Rec File Refer to:	
2.	_____	_____	Correspondence from Joseph Brunet, Lancaster VFW Post No. 7275, inviting Village officials to participate in the Memorial Day Services and Parade on Monday, May 27, 2024 starting at 9:00 a.m. at the Lake Avenue Veterans Park.
	ACTION -	Rec File Refer to:	
3.	_____	_____	Correspondence from William Schutt, PE, Village Engineer, providing a recommendation to award the purchase of one (1) new and unused vacuum assisted rear dumping mechanical street sweeper to Guthrie Sales and Service in the amount of \$284,933.00 following review of the bids received and opened by the Village Clerk-Treasurer on May 2, 2024.
	ACTION -	Rec File Refer to:	
4.	_____	_____	Correspondence from Mary G. Rozler providing her resignation from employment with the Village of Lancaster effective on July 19, 2024.
	ACTION -	Rec File Refer to:	
5.	_____	_____	Correspondence from James Budzynski, WNY Bikes, providing a Special Events Application for the 175 th Anniversary Community Bicycle Ride event to be held on Wednesday, July 3, 2024 at 5:30 p.m. on West Main Street.
	ACTION -	Rec File Refer to:	
6.	_____	_____	Correspondence from Gavin O'Brien, 175 th Anniversary Committee, providing a Special Events Application for The Lancaster Village Jubilee event to be held on Tuesday, July 2, 2024 from 7:00 p.m. – 10:00 p.m. on West Main Street.
	ACTION -	Rec File Refer to:	
7.	_____	_____	Correspondence from John Mikoley on behalf of the 175 th Anniversary Committee providing a Special Events Application for Lancaster Village PorchFest to be held on Saturday, August 17, 2024 from 12 noon – 5:00 p.m. at various locations.
	ACTION -	Rec File Refer to:	
8.	_____	_____	Correspondence from Karen Penziul, Lancaster Unleashed, providing a Special Events Application for the 7 th Annual Woof-n-Treat event to be held on Saturday, October 5, 2024 from 11:30 a.m. – 1:30 p.m. along Central Avenue and West Main Street.
	ACTION -	Rec File Refer to:	

LISTED CORRESPONDENCE

May 13, 2024

9.			Correspondence from St. Mary's High School providing a Special Events Application for the St. Mary's High School Graduation event to be held on Thursday, May 23, 2024 from 6:00 p.m. – 9:30 p.m. and requesting use of the Village's tall top tables.
	ACTION -	Rec File Refer to:	
10.			Correspondence from St. Mary's High School providing a Special Events Application for its Reunion Weekend / Lancerfest event to be held on Saturday, June 29, 2024 from 4:00 p.m. – 10:00 p.m. and requesting use of the Village's tall top tables.
	ACTION -	Rec File Refer to:	
11.			Correspondence from Superintendent Cisco requesting approval to send Sustainability Coordinator Amy Stypa and three (3) DPW employees to the 2024 Re-Leaf Workshop at Draves Arboretum in Darien, NY on Thursday, June 13, 2024 at a cost of \$30 per employee.
	ACTION -	Rec File Refer to:	
12.			Correspondence from Superintendent Cisco requesting approval to hire the following three (3) individuals as returning seasonal employees (Laborers) for the Department of Public Works at the budgeted rate of \$16.00 / hour with two (2) additional positions to remain vacant for future incoming applications:
			<ul style="list-style-type: none"> - Drew Chiarmonte - Zachary Coxford - Luke Genewick
	ACTION -	Rec File Refer to:	
13.			Correspondence from Watts Architects & Engineers providing the following proposals for professional engineering services for various sewer evaluations, reports, and Order on Consent compliance work:
			<ul style="list-style-type: none"> - 24-230 – Annual Order on Consent Reporting to NYS DEC. - 24-267 – Oversight for Private Connection Inspection for Mini-Systems 1,4,5,7,8,9 - 24-268 – Site Specific Stormwater Investigations - 24-269 – Point of Sale Assistance - 24-270 – Post-Construction Engineering Report - 24-271 – Stormwater Municipal Separate Stormwater Sewer System (MS4) Coordination - 24-272 – SSES Investigation and CAP Report
	ACTION -	Rec File Refer to:	
14.			
	ACTION -	Rec File Refer to:	
15.			
	ACTION -	Rec File Refer to:	



Town of Lancaster

BUILDING AND ZONING DEPARTMENT

21 Central Avenue
Lancaster, New York 14086
716-684-4171
Fax 685-5317

5/6/2024

Village Board of Trustees
5423 Broadway St.
Lancaster, NY 14086

Honorable Board of Trustees,

The historical adoption of "Building Safety Month" for 2024 has not been promoted by the International Code Council. Building Safety is an everyday effort jointly administered with our residents, business owners and all stakeholders. It's our purpose. We are thankful for that opportunity to service the Town and Village of Lancaster.

Village Complaints received in specific neighborhoods for the Waste Management Program have resulted in several On Site Inspections, Notification and Final Notices. Both, Town, and Village, will be asked to direct next steps for those who have not utilized the service as prescribed. A listing is provided within this report.

Sale of Sparkling Device Temporary Operating Permits have begun at specific locations for the period between June 20, 2024, and July 5, 2024. Licensing and Inventory information has been provided to all Volunteer Fire Departments and Emergency managers.

Concerns for tall grass in response to "No Mow May" will be Noticed and escalated for enforcement. The remedy may lead to a request for the Village Board to authorize a third-party contractor to mow excessive growth, but this only happens after a Citation to the Village Court System for penalty is issued.

Sincerely,

Matt Fischione, Code Enforcement Officer/ZEO/CFM/SMO
Town of Lancaster Building and Zoning Department

Enc.

Town of Lancaster
Complaint By Type
3/1/2024 - 5/6/2024
Complaint Type: Trash/Rubbish

Complaint #	Open Date	Status	Location	Identifier	Owner
<i>Complaint Type: Trash/Rubbish</i>					
2024-0140	03/01/24	Open	50 Pearl St	104.11-9-31.12	RMF Technologies Inc
2024-0142	03/01/24	Open	00 Aurora St	115.57-2-95	Parkview Court Inc.
2024-0152	03/12/24	Open	208 Iroquois Ave	93.20-1-21	Kathy Skingley
2024-0198	04/10/24	Open	55 Kelly Ct	115.57-4-18	Jennie Giacomoni
2024-0199	04/10/24	Open	61 Kelly Ct	115.57-4-16	Patrick Dahn
2024-0200	04/10/24	Open	33 Kelly Ct	115.57-4-26	Eric Palmer
2024-0201	04/10/24	Open	386 Aurora St	115.57-3-1.1	Andrea Benedick
2024-0215	04/15/24	Open	Fathey Beer Co., 1 W Main St.	104.74-4-10	
2024-0230	04/22/24	Open	Suite 100, 3615 Walden Ave	104.11-6-6.1	3615 Walden Central LLC
2024-0231	04/22/24	Open	48 Parkview Ct	115.57-2-48	Sharon Benitez
2024-0232	04/22/24	Open	44 Parkview Ct	115.57-2-44	Maureen Sheehan
2024-0236	04/23/24	Open	26 Kelly Ct	115.57-4-3	Linda Gaughan
2024-0237	04/23/24	Open	34 Kelly Ct	115.57-4-5	Charleen Wuest
2024-0240	04/24/24	Open	People's Inc., 412 Central Ave	104.07-5-5.1	People & Places Inc
Complaint Type: Trash/Rubbish					Total #: 14
					Grand Total: 14

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
Open Date: 04/15/24						
2024-0213	18 E Drullard Ave	104.50-4-24	Exterior Property Maint	Open	JUPA Development, LLC	
2024-0214	79 Sheldon Ave	104.11-10-1.11	Unregistered Vehicle	Open	VIV LLC	
2024-0215	Fathey Beer Co., 1 W Main St.	104.74-4-10	Trash/Rubbish	Open		
				Open Date: 04/15/24 Total #: 3		
Open Date: 04/16/24						
2024-0216	2012 Como Park Blvd	115.07-9-21	Unregistered Vehicle	Open	Raymond Kuhn	
				Open Date: 04/16/24 Total #: 1		
Open Date: 04/17/24						
2024-0217	100 Harvey Dr	115.10-5-24	Drainage	Closed	Daniel Abbatoy	Miranda LeBlanc
				Open Date: 04/17/24 Total #: 1		
Open Date: 04/18/24						
2024-0229	2000 Commerce Pkwy W	104.12-1-4.12	Fire Call Out	Closed	2000 Commerce Parkway LLC	
				Open Date: 04/18/24 Total #: 1		
Open Date: 04/22/24						
2024-0230	Suite 100, 3615 Walden Ave	104.11-6-6.1	Trash/Rubbish	Open	3615 Walden Central LLC	Nancy Bostaph
2024-0231	48 Parkview Ct	115.57-2-48	Trash/Rubbish	Open	Sharon Benitez	
2024-0232	44 Parkview Ct	115.57-2-44	Trash/Rubbish	Open	Maureen Sheehan	
				Open Date: 04/22/24 Total #: 3		
Open Date: 04/23/24						
2024-0235	3577 Walden Ave	104.11-6-2	Interior Property Maint	Open	Thomas Lonzi	
2024-0236	26 Kelly Ct	115.57-4-3	Trash/Rubbish	Open	Linda Gaughan	
2024-0237	34 Kelly Ct	115.57-4-5	Trash/Rubbish	Open	Charleen Wuest	
2024-0238	1882 Como Park Blvd	115.07-15-17	Exterior Property Maint	Open	FJT Corp.	
				Open Date: 04/23/24 Total #: 4		
Open Date: 04/25/24						
2024-0241	201 Saint Marys St	104.19-1-12	Fire Call Out	Open	Decmar Properties LLC	
				Open Date: 04/25/24 Total #: 1		
Open Date: 04/26/24						
2024-0245	221 Aurora St	115.07-11-17	Animals	Open	Steven Contrino	
				Open Date: 04/26/24 Total #: 1		
Open Date: 04/28/24						
2024-0246	136 Sawyer Ave	104.15-1-7	Fire Call Out	Open	Victor Kozak Bandriwsky	
2024-0247	24 Bowen Ave	104.80-2-6	Fire Call Out	Open	Harold Gable	

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
Open Date: 04/28/24 Total #: 2						
<i>Open Date: 04/29/24</i>						
2024-0248	99 Sawyer Ave	104.11-9-6	Work w/out Permit	Open	James Slammon	
2024-0249	2700 Commerce Pkwy W	104.12-1-13.1	Exterior Property Maint	Open	Transit Leasing Corp	
Open Date: 04/29/24 Total #: 2						
<i>Open Date: 04/30/24</i>						
2024-0254	354 Aurora St	115.57-1-2	Exterior Property Maint	Open	Steven Michael Bach	
Open Date: 04/30/24 Total #: 1						
Grand Total: 20						

VILLAGE COVER SHEET

MAY 6, 2024 BOARD MEETING

PERMITS ISSUED 24

VILLAGE PERMIT TOTAL

ERECT FENCE	4
INSTALL ROOF	9
ERECT DECK	2
DUMPSTER	2
ERECT PORCH/PORCH COVER	2
ERECT SHED	1
INSTALL POOL	1
INSTALL SIGN	1
ERECT RESIDENTIAL ALT/ADD	2
TOTAL PERMITS FOR THE VILLAGE	24

Avox Systems	225 Erie St.	Sign
JW Pepper LLC dba Servpro	76 First Ave.	Residential Alt.
Brenden Murray	8 Field Ave.	Porch
Andrea Leigh	38 Pardee Ave.	Porch
The Vinyl Outlet	287 Aurora St.	Deck
Happy Home Exteriors LLC	1887 Como Park Blvd.	Roof
Emily Orlando	29 Sherborne Ave.	Dumpster
Ken Peacock	27 Caswell St.	Residential Add
Kevin Schillo	101 Livingston St.	Fence
Kelley Pempsell FKA Nowaczyk	135 Erie St.	Deck
MacKenzie Acker	60 Vandenberg Ave.	Fence
Cynthia McIntosh	87 Lake Ave.	Roof
CGL Contracting, LLC	284 Lake Ave.	Roof
Maple Guy Construction Inc.	25 Briarwood Dr.	Roof
City Fence	50 Pearl St.	Fence
R & A Roofing LLC	52 Garfield St.	Roof
Elaine Geiger	15 Park Blvd.	Shed]
DS Power	11 St. Joseph St.	Roof'
Hometeck Roofing & Remodel	5558 Broadway	Roof
Graves Home Improvement	13 Cloverside Dr.	Roof
Noah Burke	27 Brandel Ave.	Fence
Benjamin Kestner	68 Church St.	Pool
Brian Aldinger	84 Field Ave.	Dumpster
Pacifico Contracting & Home	45 Kurtz Ave.	Roof

Inspections Report

Start Date: 04/15/2024 End Date: 05/02/2024
Inspectors: William T. Revelas,Bryan Pokorski,Craig Blanchard,Matt Fischione

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
104.12-1-4.112	1600 Commerce Pkwy W (Spracz Engineering LLC)	Sparcz Engineering LLC 716-570-4824	04/19/2024	Business - 3 yr	Bryan Pokorski	In Progress
94.03-2-35	3976 Walden Ave	Daniel E Bedell II 716-868-1171	04/23/2024	Special Use	Matt Fischione	Pass
104.16-4-8.1/A	225 Erie St	Avox Systems Inc	04/24/2024	Business - 3 yr	Bryan Pokorski	Fail
104.34-3-20.1	3580 Walden Ave (Street Asian Food)	Street Asian Food 716-359-0297	04/29/2024	Business - 3 yr	Bryan Pokorski	Pass
104.12-1-13.1	2700 Commerce Pkwy W	Transit Leasing Corp	04/29/2024	Special Use	Matt Fischione	Pass
Total Inspections:					5	



**VETERANS OF FOREIGN WARS
of
THE UNITED STATES
POST No. 7275
3741 Walden Avenue
Lancaster, NY 14086
Chartered May 2, 1946**

LISTED # 2
CORRESPONDENCE
MEETING DATE 5/13/2024

MEMORIAL DAY CELEBRATION

April 25, 2024

The Lancaster Veterans of Foreign Wars Post 7275, in conjunction with AMVETS Post 7275, cordially invites you to participate in the Memorial Day Services and Parade, Monday May 27, 2024. The Memorial Service will start at 9:00 A.M., at the Lake Avenue Veterans Park. Following the services, the parade will assemble and proceed down Lake Avenue on to School Street, the down Pleasant Avenue to Central Avenue and end on Clark Street by the Lancaster Town Hall.

Following the parade, refreshments will be served to all participants at the VFW Post, 3741 Walden Avenue, courtesy of the VFW Post 7275.

We want to thank you in advance for your help and participation in this event.

Please RSVP to VFW Post #7275 at 681-8387.

Yours Truly,

Joseph Brunet

Adjutant

Lancaster VFW

Civil Engineering
Municipal Engineering
Land Surveying



Project Management
Construction Support Services
SWPPP Services

May 6, 2024

Honorable Mayor and Board of Trustees
Village of Lancaster Municipal Building
5423 Broadway
Lancaster, NY 14086

Re: Recommendation of Award

Procurement of one (1) new and unused vacuum assisted rear dumping mechanical street sweeper

Honorable Mayor and Trustees:

Bids for the procurement of one (1) new and unused vacuum assisted rear dumping mechanical street sweeper were opened and read aloud at 11:00 AM on Thursday May 2, 2024. Two (2) bids were received.

Wm Schutt Associates has reviewed the bids and determined that the lowest responsible bid was submitted by Guthrie Heli-Arc, Inc /dba Guthrie Sales and Service (Guthrie) located at 6276 Clinton Street Road, Bergen, NY 14416 in the amount of \$284,933.00. Bid security was provided in the form of a certified check in the amount of 5% of the total bid price.

We have reviewed the bid submission by Guthrie and found it in compliance with the bid requirements with no deviations from the stated specifications. Guthrie pledged to deliver a 2023 Dulevo Model 6000 Vacuum Assisted Mechanical Street Sweeper within 30 days of the execution of a procurement contract between the Village (Buyer) and Guthrie (Seller).

Therefore, it is the recommendation of Wm Schutt Associates, pending Village Attorney, Village Clerk/Treasurer, and Superintendent of Public Works concurrence, that Village Board of Trustees award the procurement of one (1) new and unused vacuum assisted rear dumping mechanical street sweeper to Guthrie in the amount of \$284,933.00.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'William Schutt', is written over a horizontal line.

William Schutt, PE
Village Engineer

CC: 07283B

Village Attorney; Village Clerk/Treasurer; Superintendent of Public Works

24-05-06-07283B-sweeper-ROA-wes

BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

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

ARTICLE 2—BASIS OF BID

- 2.01 *Lump Sum Bids*
- A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):
1. Lump Sum Bid Price (single Lump Sum)

Procurement of one (1) new and unused 2022 model year or newer Vacuum Assisted Rear Dumping Mechanical Street Sweeper.	2023 Dulevo Model 6000 Sweeper
Lump Sum Bid Price	\$ 284,933.00

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder's best guaranteed delivery date in days: 30 days after the Effective Date of the Procurement Contract (not to exceed 90 days).
- 3.02 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.03 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form prescribed in the Instructions to Bidders.

- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Completed Procurement Specifications.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 5. Bidder has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof is acceptable to Bidder.
 - 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.
8. Bidder must submit documentation demonstrating that they are an authorized dealer of the manufacturer's equipment specified.
9. Bidder must supply at least three (3) references, including contact information, for whom they have provided similar equipment.
10. Bidder must identify its service location or manufacturer's authorized service facility within fifty (50) miles of the Buyer's location, staffed with provisions for securing parts from the manufacturer within a reasonable length of time.

6.02 Bidder's Certifications

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

Guthrie Heli-Arc, Inc. dba Guthrie Sales & Service
(typed or printed name of organization)

By:

Margaret Ryan
(individual's signature)

Date:

May 1, 2024
(date signed)

Name:

Margaret Ryan
(typed or printed)

Title:

President
(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Margaret Ryan
(individual's signature)

Title:

President
(typed or printed)

Address for giving notices:

Guthrie Heli-Arc, Inc. dba Guthrie Sales & Service
6276 Clinton Street Road
Bergen, NY 14416

Designated Representative:

Name:

Margaret Ryan
(typed or printed)

Title:

President
(typed or printed)

Address:

13799 Henskee Road
Alden, NY 14004

* NYS Dept of State Filing Receipt Included in Bid Pkg.

Phone:

(585) 494-2600

Email:

megr@guthriewny.com

License No.:

728 003 753

Classification:

CDL Class B

Limitation:

None

BID FORM FOR PROCUREMENT CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

Village of Lancaster, Clerk/Treasurer's Office, 5423 Broadway, Lancaster, NY 14086

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Lump Sum Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):

1. Lump Sum Bid Price (single Lump Sum)

Procurement of one (1) new and unused 2022 model year or newer Vacuum Assisted Rear Dumping Mechanical Street Sweeper.	
Lump Sum Bid Price	\$285,000

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder's best guaranteed delivery date in days: 5 days after the Effective Date of the Procurement Contract (not to exceed 90 days).

3.02 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.03 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

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

A. Required Bid security in the form prescribed in the Instructions to Bidders.

- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Completed Procurement Specifications.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
None	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 5. Bidder has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof is acceptable to Bidder.
 - 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.
8. Bidder must submit documentation demonstrating that they are an authorized dealer of the manufacturer's equipment specified.
9. Bidder must supply at least three (3) references, including contact information, for whom they have provided similar equipment.
10. Bidder must identify its service location or manufacturer's authorized service facility within fifty (50) miles of the Buyer's location, staffed with provisions for securing parts from the manufacturer within a reasonable length of time.

6.02 Bidder's Certifications

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

Northeast Sweepers & Rentals Inc.
(typed or printed name of organization)

By:

(individual's signature)

Date:

4-29-2024

(date signed)

Name:

Frank Spezio

(typed or printed)

Title:

President

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Brendan Campos Marketing Director

(typed or printed)

Address for giving notices:

20 Montesano Rd
Fairfield NJ 07004

Designated Representative:

Name:

Frank Spezio

(typed or printed)

Title:

President

(typed or printed)

Address:

20 Montesano Rd
Fairfield NJ 07004

Phone:

585-329-6416

Email:

frank@northeast Sweepers.com

License No.:

Classification:

Limitation:

April 26, 2024

Lancaster Village Board
5423 Broadway
Lancaster, NY 14086

Honorable Village Board Members,

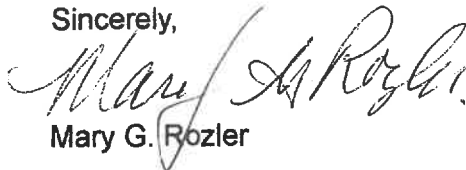
I am writing today to ask you to accept my resignation from my job as the Deputy Clerk-Treasurer of the Village of Lancaster, effective July 19, 2024. With this date in mind, I feel I can train a replacement for my position and assure that all taxes are posted for the July 1 due date.

This is not a decision that was easy to make, but I feel that I need to focus on my business, Gabrielle's Bakery. It has been a dream of mine to have a business of my own and so far I don't feel that I have put my whole self into the running of it.

I really love my job in the Clerk's office and I will miss everyone terribly. I tried very hard to make it work with both a job and a business, but after nearly two years, it is taking its toll. I do not make this choice lightly and I hope you all can appreciate my situation. Perhaps one day I will be back, if you will have me.

Thank you for your support in the past. I wish you all the best.

Sincerely,


Mary G. Rozler

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

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

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

Event Name: <u>175th anniversary community Bicycle Ride with WNY Bikes</u>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <u>Bicycle Group Ride</u>	
Event Date(s): <u>7/3/24</u>	Event Time(s): <u>5:30 pm</u>
Applicant Name: <u>James Budzynski</u>	Event Location: <u>west main street village of Lancaster</u>
Individual/Group/Corporation Name Holding Event: <u>WNY Bikes</u>	Village Property Affected (If Applicable): <u>none</u>
Applicant Address, City, State, Zip: <u>149 Lee Street Depew, N.Y. 14043</u>	Support Services Requested of the Village (If Applicable): <u>advertising</u>
Applicant Email: <u>jb329@verizon.net</u>	Applicant Phone: <u>716-445-0074</u>

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
<u>James Budzynski</u>	<u>716-445-0074 jb329@verizon.net</u>	<u>7/3/24 5:30-7:30 pm</u>
<u>Paula Periccezzi</u>	<u>301-213-1310</u>	<u>7/3/24 5:30-7:30 pm</u>

Anticipated Peak Attendance Number: <u>80</u>	Anticipated Age Range of those in Attendance: <u>18-75</u>
Will Alcohol be consumed? <u>after the event - at the beer tent</u>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <u>NO</u>

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

NO

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

NO

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

NO

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

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

N/A

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

N/A

(c) Location of Trash Facilities:

N/A

(d) Location of Water Facilities:

N/A

(e) Location of Electrical Facilities:

N/A

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

N/A

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

N/A

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

N/A

(If Applicable) Organization providing Security:

N/A

(If Applicable) Number of Security Personnel:

N/A

Signature of Applicant:

James Ruffinaki

Date:

4/19/24

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, _____, 202____.

☐ Village Board approved with attached statement of conditions imposed.

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

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

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

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

Event Name: THE LANCASTER VILLAGE JUBILEE	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Concert	
Event Date(s): July 2nd, 2024	Event Time(s): 7pm-10pm
Applicant Name: Gavin O'Brien	Event Location: West Main Street
Individual/Group/Corporation Name Holding Event: 175th Anniversary Committee	Village Property Affected (If Applicable) West Main Street
Applicant Address, City, State, Zip: 10 Livingston St Lancaster, NY 14086	Support Services Requested of the Village (If Applicable) Signage advising of parking restrictions. Set up barriers to restrict travel on West Main Street for duration of event. Take down barriers after the event. 10x high top tables. Additional trash cans. Access to electric on West Main St.
Applicant Email: obriengavinj@gmail.com	Applicant Phone: 716-598-9613

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

"In charge person": Gavin O'Brien	Contact cell and email: As above	Date & Time(s) On-Premise at Event: I'll be on premises for the duration of the event and around all day
Anticipated Peak Attendance Number: 100	Anticipated Age Range of those in Attendance: All ages event	
Will Alcohol be consumed? Not as part of the event	Will there be Amplified Sound or Music? If so, provide particulars including hours: Band plays from 7pm-10pm	

LISTED # **6**
CORRESPONDENCE
RECEIVED DATE **5/13/2024**

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

N/A

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

Yes

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

N/A

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

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

Event utilizes available public parking

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

No additional measures required

(c) Location of Trash Facilities:

Between sidewalk and curb along West Main

(d) Location of Water Facilities:

No specific water facilities

(e) Location of Electrical Facilities:

Adjacent to the stage

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

As determined by Village Events

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

Walk up only, no specific barriers to entry

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

Along West Main, stage to be set up and provided by Chamber

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:



Date:

4/25/24

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, _____, 202____.

☐ Village Board approved with attached statement of conditions imposed.

LISTED # **7**
CORRESPONDENCE
MEETING DATE **5/13/2024**

Village of Lancaster, New York

Village Code Chapter 285 Special Events Application

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

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

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

Event Name: Lancaster Village PorchFest	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Community musical event in which residents will offer up their porches (or front yard, or garages) as "stages" for musicians to perform.	
Event Date(s): 8/17/24	Event Time(s): Noon – 5 PM
Applicant Name: John Mikoley	Event Location: Various locations the Village of Lancaster. Registration ends 7/19.
Individual/Group/Corporation Name Holding Event: John Mikoley on behalf of Village of Lancaster 175th Anniversary	Village Property Affected (If Applicable): Possibly request permission to place porta-potties in parking lots (Clark Street and/or Broadway/Central.
Applicant Address, City, State, Zip: John Mikoley, 5423 Broadway	Support Services Requested of the Village (If Applicable): Possibly request for a few trash receptacles. Locations TBD.
Applicant Email: jmikoley@lancastervillage.org	Applicant Phone 716-983-1233

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

"In charge person": John Mikoley	Contact cell and email: 716-983-1233	Date & Time(s) On-Premise at Event: Entire time
Justin Delbello	716-374-0129	Entire time
Anticipated Peak Attendance Number: 400		Anticipated Age Range of those in Attendance: 0-100
Will Alcohol be consumed? Applicant must comply with Village Code Section 85-3 "Alcoholic Beverages" Likely, yes. But alcohol will not be officially served as part of the event.		Will there be Amplified Sound or Music? If so, provide particulars including hours: Yes. Between Noon and 5 PM.

Will Animals be part of the event? If so provide particulars. **No**

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

Unknown at this time. But I assume that permitting would be waived as this event is in conjunction with 175th Anniversary.

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

N/A

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

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

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

(c) Location of Trash Facilities: **To be determined, based on locations of registrants.**

(d) Location of Water Facilities: **N/A**

(e) Location of Electrical Facilities: **Porches.**

(f) Location of Toilet Facilities including location of Porta-Toilets: **We anticipate renting up to 4 porta-toilets. Locations will be scattered, and based on locations of registered porches.**

(g) Location of Entrances where public is to enter and exit site: **N/A**

(h) Location of Vendor Facilities including booths and food service: **Probably no vendors**

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:



Date:

4/29/17

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, _____, 202____.

☐ Village Board approved with attached statement of conditions imposed.

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

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

ISSUED # 8
 CORRESPONDENCE
 DATE 5/13/2024

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

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

Event Name: <div style="font-size: 1.5em; font-family: cursive;">7th Annual Woof-N-Treat</div>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <div style="font-size: 1.5em; font-family: cursive;">Trick or Treating & Costume Contest for Dogs</div>	
Event Date(s): <div style="font-size: 1.5em; font-family: cursive;">10/5/24</div>	Event Time(s): <div style="font-size: 1.5em; font-family: cursive;">11:30 Am - 1:30 pm</div>
Applicant Name: <div style="font-size: 1.5em; font-family: cursive;">Karen Penziul</div>	Event Location: <div style="font-size: 1.5em; font-family: cursive;">Central Ave & W. Main St Merchants</div>
Individual/Group/Corporation Name Holding Event: <div style="font-size: 1.5em; font-family: cursive;">Lancaster Unleashed</div>	Village Property Affected (If Applicable) <div style="font-size: 1.5em; font-family: cursive;">Parking lot at Central & Broadway Sidwalks of Central & W. Main</div>
Applicant Address, City, State, Zip: <div style="font-size: 1.5em; font-family: cursive;">P.O. Box 495 Lancaster, N.Y. 14086</div>	Support Services Requested of the Village (If Applicable) <div style="font-size: 1.5em; font-family: cursive;">Something to block the entrance to the parking lot before the event so no one can park there</div>
Applicant Email: <div style="font-size: 1.5em; font-family: cursive;">karenpenziul@gmail.com</div>	Applicant Phone: <div style="font-size: 1.5em; font-family: cursive;">716-225-2745</div>

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
<div style="font-size: 1.5em; font-family: cursive;">Karen Penziul</div>	<div style="font-size: 1.5em; font-family: cursive;">716-225-2745</div>	<div style="font-size: 1.5em; font-family: cursive;">10:30 - 2pm</div>
<div style="font-size: 1.5em; font-family: cursive;">Lisa Jerebko</div>	<div style="font-size: 1.5em; font-family: cursive;">716-474-1024</div>	<div style="font-size: 1.5em; font-family: cursive;">10:30 - 2pm</div>

Anticipated Peak Attendance Number: <div style="font-size: 1.5em; font-family: cursive;">100 people 50 dogs</div>	Anticipated Age Range of those in Attendance: <div style="font-size: 1.5em; font-family: cursive;">2mo - 100 yrs old</div>
Will Alcohol be consumed? Applicant must comply with Village Code Section 85-3 "Alcoholic Beverages" <div style="font-size: 1.5em; font-family: cursive;">NO</div>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <div style="font-size: 1.5em; font-family: cursive;">NO</div>

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

Yes. Dogs

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

No

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

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

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

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

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

Date:

Karen L. Perzini

5/3/2024

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, 202____

☐ Village Board approved with attached statement of conditions imposed.

Village Code Chapter 285 Special Events Application

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

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

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

Event Name: <u>St. Mary's High School Graduation</u>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <u>graduation celebration</u>	
Event Date(s): <u>May 23rd</u>	Event Time(s): <u>6 - 9:30 pm</u>
Applicant Name: <u>Lindsey DiGiacomo/Kevin Kelleher</u>	Event Location: <u>142 Laverack Ave. Lancaster</u>
Individual/Group/Corporation Name Holding Event: <u>St. Mary's High School</u>	Village Property Affected (If Applicable)
Applicant Address, City, State, Zip: <u>142 Laverack Ave. Lancaster, NY 14086</u>	Support Services Requested of the Village (If Applicable) <u>tall top tables</u>
Applicant Email: <u>ldigiacomo@smhlayers.org</u>	Applicant Phone <u>683-4824 ext. 327</u>

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

"In charge person": <u>Lindsey DiGiacomo</u>	Contact cell and email: <u>716-587-1263</u>	Date & Time(s) On-Premise at Event: <u>May 23rd 4-10 pm</u>
<u>Kevin Kelleher</u>	<u>716-609-3187</u>	<u>May 23rd 6-10 pm</u>

Anticipated Peak Attendance Number: <u>700</u>	Anticipated Age Range of those in Attendance: <u>13-70</u>
Will Alcohol be consumed? <u>no</u>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <u>yes 7-9pm</u>

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

no

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

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

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

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

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

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

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

Lindsay DeBourges

Date:

5/2/24

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, _____, 202____.

LISTED # 10
CORRESPONDENCE
MEETING DATE 5/13/2024

Village Code Chapter 285 Special Events Application

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

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

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

Event Name: Reunion Weekend - Lancerfest	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): reunion celebration	
Event Date(s): June 29, 2024	Event Time(s): 4 - 10 pm
Applicant Name: Lindsey DiGiacomo / Kevin Kelleher	Event Location: 142 Laverack Ave. Lancaster
Individual/Group/Corporation Name Holding Event: St. Mary's High School	Village Property Affected (If Applicable)
Applicant Address, City, State, Zip: 142 Laverack Ave. Lancaster, NY 14086	Support Services Requested of the Village (If Applicable) tall top tables
Applicant Email: ldigiacomo@smhlancers.org	Applicant Phone: 683-4824 ext. 327

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
Lindsey DiGiacomo	716-587-1263	2-10:30 pm
Kevin Kelleher	716-609-3187	2-10:30 pm

Anticipated Peak Attendance Number: 100	Anticipated Age Range of those in Attendance: 21 - 70
Will Alcohol be consumed? yes	Will there be Amplified Sound or Music? If so, provide particulars including hours: yes 6-10:30 pm

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

no

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

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

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

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

(c) Location of Trash Facilities:

(d) Location of Water Facilities:

(e) Location of Electrical Facilities:

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

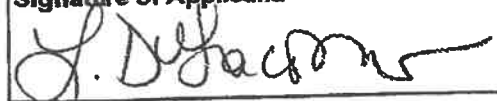
(g) Location of Entrances where public is to enter and exit site:

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

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:



Date:

5/2/24

Post review disposition: ☐ Village Board approved.

☐ Village Board not approved.

☐ Applicant advised of Village Board determination: _____, 202____.



Village of Lancaster

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

www.lancastervillage.org

Department of Public Works

5200 Broadway

Lancaster, New York 14086-2097

Wayne Cisco
Superintendent of Public Works
E-Mail: wcisco@lancastervillage.org

May 6, 2024

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

RE: 2024 Re-Leaf Workshop at Draves Arboretum

Honorable Members of the Village Board,

This letter is to request approval to send Amy Stypa, Jonathan Stoldt, Brian Lubkowski, and Matthew Marschner to the 2024 Re-Leaf Workshop which will be held at Draves Arboretum on June 13th, 2024. The cost is \$30 per employee with our membership of the NYS Urban Forestry Council. Topics will include storm response, hazard tree removals, safety, climbing/rigging, tree care, and wood utilization.

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

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

Katelyn Moore

From: Sustainability
Sent: Friday, May 03, 2024 10:49 AM
To: Wayne Cisco
Cc: Katelyn Moore; Brian Lubkowski
Subject: Fw: ReLeaf June Storm Response Workshop

Village of Lancaster
5423 Broadway
Lancaster, NY 14086



**Climate Smart
Communities**
Certified Bronze

From: Morey, Nate J (DEC) <Nate.Morey@dec.ny.gov>
Sent: Friday, May 3, 2024 10:44 AM
To: Bachman, Sharon <sin2@cornell.edu>; Bill Snyder <wasnyderhort@gmail.com>; City of Buffalo <rhassinger@city-buffalo.org>; Dave Compton (takedowntreeservicesofwny@gmail.com) <takedowntreeservicesofwny@gmail.com>; Glenn Gentzke <glennndny@yahoo.com>; Kisker, Jim <jimk@schichtels.com>; Kristin Naylor <niagaranature@gmail.com>; Kyle Stillwell <kstillwell@wendelcompanies.com>; Lori Brockelbank (lori.brockelbank@davey.com) <lori.brockelbank@davey.com>; Margaret Lapp <Margaret@bfloparks.org>; Marren, Patrick J (DEC) <patrick.marren@dec.ny.gov>; McLaughlin, Christina M (DEC) <Christina.McLaughlin@dec.ny.gov>; Michael Sawyer <michael@bfloparks.org>; Daley, Shane (PARKS) <Shane.Daley@parks.ny.gov>; Steve Castrogiovanni <steve@bellaterra-wny.com>; Sypniewski, Steven S <sypniess@buffalostate.edu>; Town of Tonawanda <jorlando@tonawanda.ny.us>; Andrew Adolf <AAdolf@villageofdepew.org>; Carol Markham <Carol@chautauquawatershed.org>; Cattaraugus County Highway Division <kmellis@cattco.org>; City of Jamestown <stone@jamestownny.com>; City of Lockport <bsmith@lockportny.gov>; City of Niagara Falls <joseph.urso1096@gmail.com>; City of North Tonawanda <mzellner@northtonawanda.org>; City of Tonawanda <recreation@tonawandacity.com>; David Gunner <dgunner@townofaurora.com>; dgrace@cityofolean.org <dgrace@cityofolean.org>; ejacobs1@rochester.rr.com <ejacobs1@rochester.rr.com>; Hamlet of Forestville <aimeerogers@imagineforestville.org>; Jody Falkner <jodyfalkner@gmail.com>; Kimberly Bourke <kbourke@villagehamburg.com>; Sarah Swinko <sswinko@southerntierwest.org>; Sustainability <sustainability@lancastervillage.org>; Town of Amherst <jszatkowski@amherst.ny.us>; Town of Cheektowaga <pPiowowski@tocny.org>; RGeiger@clarence.ny.us <RGeiger@clarence.ny.us>; Town of Grand Island <dcrawford@grand-island.ny.us>; Town of Lancaster <jwozniak@lancasterny.gov>; orrfeor@orchardparkny.org <orrfeor@orchardparkny.org>; Village of Alfred <trusteeninos@gmail.com>; doug@attica.org <doug@attica.org>; villcass@netsync.net <villcass@netsync.net>; Village of Cuba <villageofcuba@gmail.com>; Village of East Aurora <jvgriffis@gmail.com>; Village of Ellicottville <job.lowry@evlengineering.com>; Village of Franklinville <chatch@franklinvilleny.org>; Village of Fredonia <smarsh@netsync.net>; Village of Gowanda <gowhist@localnet.com>; Village of Kenmore <droot@vi.kenmore.ny.us>; pilling@lakewoodny.com <pilling@lakewoodny.com>; Mike Stegmeier <mstegmeier@lancastervillageny.gov>; MiddleportNY@villageofmiddleport.org

<MiddleportNY@villageofmiddleport.org>; Village of Portville <portvillemayor@gmail.com>; Village of Springville <devin.kowalske@gmail.com>; Village of Warsaw <dmager262@gmail.com>; Village of Wellsville <deanarnold@wellsvillenys.com>; Village of Westfield <westfieldtreeboard@gmail.com>
Subject: ReLeaf June Storm Response Workshop

Hello again folks,

Wanted to share the registration link for an upcoming ReLeaf workshop at Drave's Arboretum in Darien on **Thursday, June 13th**. This workshop will focus around storm response including hazard tree removals, safety, climbing/rigging, tree care, and wood utilization – should be a good one! Space will fill up quick so get signed up soon if you or your DPW/Highway/Tree Care staff are interested – please share as appropriate! Here it is:
<https://nysufc.org/releaf-workshop-reg-r8/>

Let me know if you have questions.

Nate Morey

NYS Dept. of Environmental Conservation
Forester, Region 9, Division of Lands and Forests
700 Delaware Avenue, Buffalo, NY 14209
P: 716-851-7048 | nate.morey@dec.ny.gov

www.dec.ny.gov |



**Department of
Environmental
Conservation**





Village of Lancaster

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

www.lancastervillage.org

Department of Public Works

5200 Broadway

Lancaster, New York 14086-2097

Wayne Cisco
Superintendent of Public Works
E-Mail: wcisco@lancastervillage.org

May 8, 2024

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

RE: Seasonal Help for Summer 2024

Honorable Members of the Village Board,

This letter is to request approval to hire 5 seasonal employees for the upcoming summer season. Three employees from last year, Drew Chiarmonte, Zachary Coxford and Luke Genewick would like to return for another season. I would like to keep the other two vacancies open for incoming applications.

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

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

**Watts
Architects
&Engineers**

95 Perry Street
Suite 300
Buffalo, NY 14203

LISTED # 13
CORRESPONDENCE
MEETING DATE 5/13/2024



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
Lancaster Sewer Investigation
Watts Proposal No. 24-273**

Dear Mr. Stegmeier:

Watts Architects & Engineers (Watts) is pleased to present the following proposals to provide professional services for various sewer evaluations, reports, and Order on Consent compliance.

The proposals provided are set up whereas you can select one or all the proposals and we understand that some may be used to obtain funding from out-side of the Village Budget. The proposals are numbered as follows:

- 24-230 – Annual Order on Consent Reporting to NYS DEC.
- 24-267 – Oversight for Private Connection Inspection for Mini-Systems 1, 4, 5, 7, 8, 9
- 24-268 – Site specific Stormwater investigations
- 24-269 – Point of sale Assistance
- 24-270 – Post-Construction Engineering Report
- 24-271 – Stormwater Municipal Separate Stormwater Sewer System (MS4) Coordination
- 24-272 – SSES Investigation and CAP Report

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS

Shawn M. Marshall
Civil Project Manager



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
Order on Consent Annual Reporting
Watts Proposal No. 24-230**

Dear Mr. Stegmeier:

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

BACKGROUND

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

Under the order on consent, the Village is required to complete annual reporting as a part of the CMOM to summarize the activities completed during the year, gauge the effectiveness of the program and to quantify measures of progress. An annual CMOM report is due to the DEC by January 31st of each year. An annual Order on Consent report is due to the DEC by July 31st of each year with a meeting between the Village and DEC to follow to discuss progress and the way forward. Watts has been assisting the Village with completing this annual reporting and facilitating and attending meetings between the Village and DEC since May 2016.

This proposal is for Watts to continue to provide annual reporting to the DEC for the Village of Lancaster and attending annual meetings, for the years of 2024 through 2028.

The Order on Consent report will contain the following information: A description of the work completed in the preceding 12 months; whether the completed work is in conformance with the requirements of this Order; the results of the Phased SSES investigative work completed in the preceding 12 months; and a projection of the Phased CAP work to be completed within the next 12-month period. The annual report shall also summarize SSO statistics for the preceding 12 months including mini-system flow monitoring, SSO volumes and frequencies and shall compare information to previous data to assess progress of SSO abatement. The Village shall schedule a meeting with the Department within 30 days after submission of this report to discuss the report and progress made.

BASE SCOPE OF SERVICES

Items to be completed between May 2024 and September 2028 in support of the annual reports include:

1. Watts will collect data from Village DPW for overflows from the year previous and create necessary exhibits.
2. Watts will provide an Annual CMOM Report which is due to NYSDEC by January 31st of each year.
3. Watts will provide the Annual Order on Consent Report which is due to NYSDEC by July 31st of each year.
4. Watts will attend the Annual Order on Consent meeting with the Village of Lancaster and NYSDEC. This meeting shall be in August of each year following the July 31st report submission.

Proposal for Professional Engineering Services
Order on Consent Annual Reporting
Watts Proposal No. 24-230

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to complete the required annual sewer maintenance and provide the necessary information (SSO reports, etc.) to be included in the annual reports and attend the annual meeting with the DEC. Additional support may be required beyond the items previously listed.

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend additional meetings (other than discussed above) as requested and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. It is assumed that the Village DPW will approve and sign off on progress submissions prior to advancing final reports.
- C. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, documentation for the State Environmental Quality Review (SEQR), testing and verification unless specifically included above.
- D. Base Scope of Services does not include design, construction or permitting services for capital improvements or repairs.

COMPENSATION

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

Annual CMOM, Order on Consent Report and Meeting	\$5,600 per year
Total for 5 years of 2024 to 2028	\$28,000

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

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. We anticipate effort starting in late spring 2024, through the middle of 2028.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
Order on Consent Annual Reporting
Watts Proposal No. 24-230

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 24-230, Proposal for Professional Engineering Services, Order on Consent Annual Reporting, for the Village of Lancaster (Client).

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

April 1, 2024

PROFESSIONAL FEES:

Labor Category	Minimum	Average	Maximum
Principal	\$200	\$247	\$348
Sr. Enviro. Mgr. - NYC Office	\$206	\$206	\$206
Sr. Structural Engineer	\$190	\$190	\$190
Sr. Environmental Consultant	\$117	\$145	\$186
Engineer VI (A)	\$179	\$183	\$185
Engineer VIII (A)	\$183	\$183	\$183
Sr. Architect	\$170	\$170	\$170
Structural Engineer III (A)	\$163	\$163	\$163
Engineer IV (A)	\$137	\$144	\$151
Sr. Environmental Engineer III	\$149	\$149	\$149
Engineer III (A)	\$111	\$130	\$148
Architect	\$103	\$123	\$142
Engineering Technician II (N)	\$134	\$134	\$134
Sr. CADD Technician	\$130	\$130	\$130
Architect Designer	\$94	\$111	\$129
Environmental Scientist IV	\$123	\$123	\$123
Sr. Environmental Scientist	\$111	\$111	\$111
Environmental Consultant	\$93	\$99	\$108
Engineer II/I (A)	\$99	\$103	\$105
Environmental Engineer I/II	\$98	\$98	\$98
CADD Technician II	\$96	\$96	\$96
Project Monitor Supervisor	\$88	\$88	\$88
Environmental Scientist II	\$77	\$79	\$82
Project Monitor / Air Sampling Tech.	\$57	\$65	\$80
Administrative Assistant	\$77	\$77	\$77
Environmental Scientist I	\$71	\$74	\$77
Intern Architect	\$77	\$77	\$77

REIMBURSABLE EXPENSES:

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

Xerox Copies: \$0.05 per sheet	CADD Plots: \$1.00 per plot
Blueprints: \$0.30 per sq. foot	CADD Mylars: \$5.00 per plot
Color Copies: \$0.30 per sheet	Project Photos: at cost

- 4) Materials, outside services, special equipment, and supplies purchased on behalf of the client, with client's prior consent, will be billed at cost plus 20%. Variance fees made payable to the NYS Commissioner of Labor will be paid directly by the client.
- 5) Asbestos Sampling Fees (rates to be determined on a job-by-job basis)

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

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
Oversight for Private Connection Inspection for Mini-Systems 1, 4, 5, 7, 8, 9
Watts Proposal No. 24-267**

Dear Mr. Stegmeier:

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

BACKGROUND

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

The NYS DEC has requested the Village of Lancaster complete the private side connection inspections. In Mini Systems 1, 4, 5, 7, 8, and 9, this will require revisiting and advising residents of necessary abatement protocols; approximately 426 inspections in MS 1, 4, 7 and approximately 444 inspections in MS 5, 8, 9. In total (sump pump + downspout), this will be ~870 houses to look at from the exterior. Testing methods will mainly be by adding sewer dye into the system. If curb bubblers are found to exist, testing may be avoided for that property and deemed passing.

This work needs to be completed by November 2024. This timing is due to the need to have post-construction flow monitoring in spring 2025 under a separate proposal.

BASE SCOPE OF SERVICES

Items to be completed between May 2024 and November 2024 include:

1. Create a step-by-step program and forms for Investigation and testing the previously inspected homes via the House-to-House inspections. That will include a flow chart to be used by DPW staff.
2. Spend two (2), 8-hour days in addition to eight (8), 4-hour days onsite with DPW staff to ensure that program and flow chart is adequate.
3. Biweekly, in person, meetings (15) to collect the data from the inspections and review with DPW staff progress and effectiveness the program. We are also available by phone call for assistance.
4. Attend Village Board Work Session meeting on a monthly basis to present reports (7) to the Village Board outlining progress and number of structures removed from the sanitary sewer system.
5. Watts will help the Village develop a public education and outreach program to inform and educate homeowners within the Village on what the program entails and its importance, as described in the order on consent.

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
Oversight for Private Connection Inspection for Mini-Systems 1, 4, 5, 7, 8, 9
Watts Proposal No. 24-267

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to support necessary field operations for private-side inspections, including but not limited to manhole inspections, smoke testing, CCTV inspections, Flow Testing, Internal Building and House to House Inspections. Additional support may be required beyond the items previously listed. We anticipate the Village will allocate three (3) DPW staff, for 3-days each week, for roughly 6 months of effort.

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend meetings (other than discussed above) as requested and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.
- C. Base Scope of Services does not include design, construction or permitting services for capital improvements or repairs.

COMPENSATION

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

Oversight and Assistance for Private Connection Inspection\$20,800

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

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. We anticipate effort to be completed by November 2024.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
Oversight for Private Connection Inspection for Mini-Systems 1, 4, 5, 7, 8, 9
Watts Proposal No. 24-267

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 24-267, Proposal for Professional Engineering Services, Oversight for Private Connection Inspection for Mini-System 1, 4, 5, 7, 8, 9, for the Village of Lancaster (Client).

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

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April 1, 2024

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Sr. Architect	\$170	\$170	\$170
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REIMBURSABLE EXPENSES:

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- 4) Materials, outside services, special equipment, and supplies purchased on behalf of the client, with client's prior consent, will be billed at cost plus 20%. Variance fees made payable to the NYS Commissioner of Labor will be paid directly by the client.
- 5) Asbestos Sampling Fees (rates to be determined on a job-by-job basis)

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PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
Site Specific Storm Sewer Investigations
Watts Proposal No. 24-268**

Dear Mr. Stegmeier:

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

BACKGROUND

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

The majority of the sewers within Mini-System 4 (MS-4) and Mini-System 7 (MS-7) have been either replaced or had liners installed. However, sewer overflow issues continue to occur at select places within MS-4 and there are sewer backups occurring at a residence on Oxford Avenue. In previous projects, existing storm manholes that are buried and unmapped have been discovered and encountered. While many efforts have been made to separate the storm and sanitary systems, it is now believed that there are potentially storm manholes and sewers that are still interconnected with the sanitary sewer system.

BASE SCOPE OF SERVICES

Items to be completed between May 2024 and Fall 2024:

1. Provide DPW personnel investigation locations and oversee the location and the uncovering of buried storm manholes in three (3) locations within MS-4. The approximate locations will be the intersection of Elm and Pleasant Ave, in front of 33 Court Street, and at the intersection of Holland and Pleasant Ave.
 - a. Once uncovered, investigate interconnection from the storm sewer to the sanitary sewer system.
 - b. This is anticipated to take three (3) days of oversight in the field by Watts personnel.
2. Oversee DPW personnel to investigate stormwater inflow within the Oxford Avenue and Parkview Court area of the Village.
 - a. Investigate the storm sewer system on First Avenue and if buried manholes are discovered, DPW will uncover, and investigate interconnection from the storm sewer to the sanitary sewer system.
 - b. Investigations will include smoke and dye testing of roof leaders within the Park View Court complex as well as the Town of Lancaster Youth and Senior Complex.
 - c. This is anticipated to take four (4) days of oversight in the field by Watts personnel.
3. Submit an overall report of the findings to the Village Board, including recommendations for future design and construction documents to remedy issues found.

Watts Architects &Engineers

Proposal for Professional Engineering Services
Site Specific Storm Sewer Investigations
Watts Proposal No. 24-268

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to support necessary field operations for tasks including manhole inspections, smoke testing, CCTV inspections, Flow Testing, Internal Building and House to House Inspections. Additional support may be required beyond the items previously listed.

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend meetings as requested and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.
- C. Base Scope of Services does not include design, construction or permitting services for capital improvements or repairs.

COMPENSATION

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

Site Specific Storm Sewer Investigations.....**\$12,200**

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

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. We anticipate the effort to be completed by fall 2024.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

Proposal for Professional Engineering Services
Site Specific Storm Sewer Investigations
Watts Proposal No. 24-268

PROPOSAL ACCEPTANCE

The attached Base Scope of Services, Technical Assumptions, Compensation, Schedule, Professional Fee and Reimbursable Expenses and Appendix A are acceptable for Watts Proposal No. 24-268, Proposal for Professional Engineering Services, Site Specific Storm Sewer Investigations for the Village of Lancaster (CLIENT).

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
 Point of Sale Assistance
 Watts Proposal No. 24-269**

Dear Mr. Stegmeier:

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

BACKGROUND

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

In September 2018, the Village modified their code to include provisions requiring Point of Sale inspections to identify illicit storm connections (i.e. foundation drains) to the sanitary sewer in private residences. The Village has been working on enforcing these inspections since then, identifying and removing numerous connections to the sanitary system. The Village is seeking assistance in implementing and tracking these inspections to confirm compliance with the code.

Watts will assist the Village to implement enforcement of existing sanitary sewer use laws, including the existing "time of sale" requirement to removal of all illicit connections, including foundation drains, downspouts, sump pumps, and roof drains, from the sanitary sewers.

BASE SCOPE OF SERVICES

Items to be completed between May 2024 and September 2024:

1. Watts will review and verify the current Village of Lancaster Point of Sale Inspection procedure and paperwork is in line with other municipalities. The Village will provide the last two (2) months of inspections for review.
2. Watts to produce a standard form for a licensed plumber to sign and certify that a house does not have foundation drainage interconnected to the sanitary sewer system. This will include certifying methods of testing undertaken. This will include a recommendation for 30, 60, 90-day compliance protocol for sump pump compliance.
3. Watts will assist DPW staff in the field, on three (3) weeks of Sale Inspections, including follow-up inspections. This is anticipated to be three (3) days, of four (4) hour inspections, with follow-up remote discussions in weeks following.
4. Watts will create an editable form in Portable Document Format (PDF) for DPW staff to utilize and allow for digital archiving of inspections.
5. Watts will help the Village develop a public education and outreach program to inform and educate homeowners within the Village on what the program entails and its importance, as described in the order on consent.

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
Point of Sale Assistance
Watts Proposal No. 24-269

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to support necessary field operations for tasks including Flow Testing/Dye Testing, Internal Building and House to House Inspections. Additional support may be required beyond the items previously listed.

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend meetings (other than indicated above) as requested and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.
- C. Base Scope of Services does not include design, construction or permitting services for capital improvements or repairs.

COMPENSATION

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

Point of Sale, program verification, and oversight\$11,100

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

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. Watts' effort in this proposal is anticipated to be completed by fall 2024.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

Proposal for Professional Engineering Services
Point of Sale Assistance
Watts Proposal No. 24-269

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 24-269, Proposal for Professional Engineering Services, Point of Sale Assistance, for the Village of Lancaster (Client)

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

April 1, 2024

PROFESSIONAL FEES:

Labor Category	Minimum	Average	Maximum
Principal	\$200	\$247	\$348
Sr. Enviro. Mgr. - NYC Office	\$206	\$206	\$206
Sr. Structural Engineer	\$190	\$190	\$190
Sr. Environmental Consultant	\$117	\$145	\$186
Engineer VI (A)	\$179	\$183	\$185
Engineer VIII (A)	\$183	\$183	\$183
Sr. Architect	\$170	\$170	\$170
Structural Engineer III (A)	\$163	\$163	\$163
Engineer IV (A)	\$137	\$144	\$151
Sr. Environmental Engineer III	\$149	\$149	\$149
Engineer III (A)	\$111	\$130	\$148
Architect	\$103	\$123	\$142
Engineering Technician II (N)	\$134	\$134	\$134
Sr. CADD Technician	\$130	\$130	\$130
Architect Designer	\$94	\$111	\$129
Environmental Scientist IV	\$123	\$123	\$123
Sr. Environmental Scientist	\$111	\$111	\$111
Environmental Consultant	\$93	\$99	\$108
Engineer II/I (A)	\$99	\$103	\$105
Environmental Engineer I/II	\$98	\$98	\$98
CADD Technician II	\$96	\$96	\$96
Project Monitor Supervisor	\$88	\$88	\$88
Environmental Scientist II	\$77	\$79	\$82
Project Monitor / Air Sampling Tech.	\$57	\$65	\$80
Administrative Assistant	\$77	\$77	\$77
Environmental Scientist I	\$71	\$74	\$77
Intern Architect	\$77	\$77	\$77

REIMBURSABLE EXPENSES:

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

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

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

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
 Post-Construction Engineering Report
 Watts Proposal No. 24-270**

Dear Mr. Stegmeier:

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

BACKGROUND

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

With the culmination of the work outlined in the CAP reports and removal of private side connections, the Village of Lancaster is required to provide an approvable post-construction engineering report to the DEC. This report will summarize and evaluate the progress made in eliminating/reducing inflow and infiltration to the sanitary sewer system through the CAP projects, as well as provide recommendations for future capital projects and public engagement to further reduce any remaining inflow and infiltration and Sanitary Sewer Overflows (SSO's). The success of the remediation efforts will be determined by comparing pre-construction and post-construction flow measurements. By the Order on Consent, the report must be submitted no later than September 1, 2025 to the DEC.

BASE SCOPE OF SERVICES

Items to be completed between January 2025 and September 2025:

1. Watts will engage a subconsultant to install twenty-three (23) flow meters at specific locations in the Village where data was previously collected. The flow meters will be installed for a minimum of ten (10) weeks, with the intent of measuring inflow and infiltration to the sewer system. This will be conducted during the 2025 spring rainy season.
2. The subconsultant will provide data at various intervals to be reviewed by Watts.
3. At completion of flow monitoring, the subconsultant will tabulate and calculate the daily flow to be provided to Watts for review and use.
4. Watts will use the provided data to calculate the current inflow/infiltration (InI) levels utilizing rainfall dependent InI flows to compare with the pre-construction data from the 2017 Inflow and Infiltration (InI) Report and post construction data from the 2021 Post Construction Flow Monitoring Report. The inflow volumes will be calculated and compared to a 2-year, 6-hour design storm, as required by the DEC.
5. Watts will compile the information collected from the Village of Lancaster regarding the disconnection of private side InI sources collected under another proposal and quantify it to compare to the base levels provided in the 2017 InI Report.
6. Watts will provide an Engineering Report that summarizes the construction and private side activities completed and that evaluates the progress on inflow and infiltration reductions through those completed activities using the flow monitoring data collected and analyzed.

Proposal for Professional Engineering Services
Post-Construction Engineering Report
Watts Proposal No. 24-270

7. Watts will include recommendations for future public and private side work to further remove any remaining InI and abate SSO's within the engineering report.
8. Watts will provide an implementation schedule for any near-term collection system improvements to reduce flow bottlenecks or SSO discharges to be included in the engineering report.
9. Watts will provide a draft of the report for Village review and comment.
10. With Village comments integrated, we will provide a final report to the DEC by September 1, 2025 as required by the Order on Consent.

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will provide necessary data regarding private side efforts to be quantified and analyzed for the report, as well as be available for discussions on future projects and efforts. Additional support may be required beyond the items previously listed.

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend meetings as requested (other than stated above) and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. It is assumed that the Village DPW will approve and sign off on progress submissions prior to advancing final reports.
- C. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.
- D. Base Scope of Services does not include design, construction or permitting services for capital improvements or repairs.

COMPENSATION

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

Post-Construction Engineering Report for Mini Systems 1, 4, 7, 5, 8, 9.....	\$30,300
TECsmith Flow Monitoring Services	\$120,350
Total Fees	\$150,650

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

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
Post-Construction Engineering Report
Watts Proposal No. 24-270

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. This work is expected to begin in January 2025 and be completed by September 2025.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS

A handwritten signature in black ink, appearing to read "Shawn M. Marshall". The signature is fluid and cursive, with the first name "Shawn" and last name "Marshall" clearly distinguishable.

Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

Proposal for Professional Engineering Services
Post-Construction Engineering Report
Watts Proposal No. 24-270

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 24-270, Proposal for Professional Engineering Services, Post Construction Engineering Report, for the Village of Lancaster (Client).

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

April 1, 2024

PROFESSIONAL FEES:

Labor Category	Minimum	Average	Maximum
Principal	\$200	\$247	\$348
Sr. Enviro. Mgr. - NYC Office	\$206	\$206	\$206
Sr. Structural Engineer	\$190	\$190	\$190
Sr. Environmental Consultant	\$117	\$145	\$186
Engineer VI (A)	\$179	\$183	\$185
Engineer VIII (A)	\$183	\$183	\$183
Sr. Architect	\$170	\$170	\$170
Structural Engineer III (A)	\$163	\$163	\$163
Engineer IV (A)	\$137	\$144	\$151
Sr. Environmental Engineer III	\$149	\$149	\$149
Engineer III (A)	\$111	\$130	\$148
Architect	\$103	\$123	\$142
Engineering Technician II (N)	\$134	\$134	\$134
Sr. CADD Technician	\$130	\$130	\$130
Architect Designer	\$94	\$111	\$129
Environmental Scientist IV	\$123	\$123	\$123
Sr. Environmental Scientist	\$111	\$111	\$111
Environmental Consultant	\$93	\$99	\$108
Engineer II/I (A)	\$99	\$103	\$105
Environmental Engineer I/II	\$98	\$98	\$98
CADD Technician II	\$96	\$96	\$96
Project Monitor Supervisor	\$88	\$88	\$88
Environmental Scientist II	\$77	\$79	\$82
Project Monitor / Air Sampling Tech.	\$57	\$65	\$80
Administrative Assistant	\$77	\$77	\$77
Environmental Scientist I	\$71	\$74	\$77
Intern Architect	\$77	\$77	\$77

REIMBURSABLE EXPENSES:

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

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

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

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
Stormwater Municipal Separate Stormwater Sewer System (MS4) Coordination
Watts Proposal No. 24-271**

Dear Mr. Stegmeier:

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

BACKGROUND

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

The Village has a separate professional engineer, providing assistance for compliance with the DEC's annual Municipal Separate Stormwater Sewer System (MS4) system. Watts will continue to support the Village's Engineer with any information needed to assemble the Report, including Municipal Compliance Certification (MCC) forms, Water Quality Trends, minimum control measures (MCM) 1, 2, 3, 4, 5, and 6. Watts will not be the lead on this effort, but will support as requested. The Western New York Stormwater Coalition provides the lead forms for the submission, which is due no later than, April 1, starting in 2025. In previous years, Watts met with the Village to fill out the forms and can be available to meet as needed in the future to assist the Village and Village Engineer with completing the MS4 annual report. Watts can also be available remotely via phone/email or a virtual meeting.

BASE SCOPE OF SERVICES

Items to be completed from the 5 calendar years between 2024 and 2028:

1. Watts will be available on an as-needed basis to assist with filling out the annual MS4 report, including MCC forms, Water Quality Trends, and MCM 1,2,3,4,5, and 6.
2. We assume a maximum of 24-hours per year to this task.

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff to assist with completing the MS4 report.

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend meetings as requested and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. Watts is not the lead agency for the Village but will play a supporting role in this proposal.

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
Stormwater Municipal Separate Stormwater Sewer System (MS4) Coordination
Watts Proposal No. 24-271

COMPENSATION

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

Annual MS4 Stormwater Coordination (Hourly, Not to Exceed)\$4,000 Annually

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

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

Proposal for Professional Engineering Services
Stormwater Municipal Separate Stormwater Sewer System (MS4) Coordination
Watts Proposal No. 24-271

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 24-271, MS4 Stormwater Coordination, for the Village of Lancaster (Client).

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

April 1, 2024

PROFESSIONAL FEES:

Labor Category	Minimum	Average	Maximum
Principal	\$200	\$247	\$348
Sr. Enviro. Mgr. - NYC Office	\$206	\$206	\$206
Sr. Structural Engineer	\$190	\$190	\$190
Sr. Environmental Consultant	\$117	\$145	\$186
Engineer VI (A)	\$179	\$183	\$185
Engineer VIII (A)	\$183	\$183	\$183
Sr. Architect	\$170	\$170	\$170
Structural Engineer III (A)	\$163	\$163	\$163
Engineer IV (A)	\$137	\$144	\$151
Sr. Environmental Engineer III	\$149	\$149	\$149
Engineer III (A)	\$111	\$130	\$148
Architect	\$103	\$123	\$142
Engineering Technician II (N)	\$134	\$134	\$134
Sr. CADD Technician	\$130	\$130	\$130
Architect Designer	\$94	\$111	\$129
Environmental Scientist IV	\$123	\$123	\$123
Sr. Environmental Scientist	\$111	\$111	\$111
Environmental Consultant	\$93	\$99	\$108
Engineer II/I (A)	\$99	\$103	\$105
Environmental Engineer I/II	\$98	\$98	\$98
CADD Technician II	\$96	\$96	\$96
Project Monitor Supervisor	\$88	\$88	\$88
Environmental Scientist II	\$77	\$79	\$82
Project Monitor / Air Sampling Tech.	\$57	\$65	\$80
Administrative Assistant	\$77	\$77	\$77
Environmental Scientist I	\$71	\$74	\$77
Intern Architect	\$77	\$77	\$77

REIMBURSABLE EXPENSES:

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

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

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

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE



Transmitted via email: mstegmeier@lancastervillage.org

May 8, 2024

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

**Re: Proposal for Professional Engineering Services
SSES Investigation and CAP Report
Watts Proposal No. 24-272**

Dear Mr. Stegmeier:

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

BACKGROUND

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

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

BASE SCOPE OF SERVICES

Items to be completed between June 2024 and November 2024 in support of the SSES and CAP final report include:

1. Groundwater Monitoring (Work Plan 3.1)
2. Rainfall Monitoring (Work Plan 3.2)
3. Extensive Manhole Inspection (Work Plan 3.4) – ~200 manholes
4. Smoke Testing to identify house and storm water inlet connections (Work Plan 3.5).
5. Rainfall Simulation (Work Plan 3.6).
6. House to House Surveys (Work Plan 3.7).
7. CCTV Inspections (Work Plan 3.8 and 3.11).
8. Flow Data Analysis – SSES specific analysis (Work Plan 3.10); and
9. Preparation of SSES and CAP Report for DEC Approval (3.12).

Lancaster Village DPW Responsibilities and Contributions:

1. The Village will employ their own staff and equipment to support necessary field operations for tasks including manhole inspections, smoke testing, CCTV inspections, rainfall simulation, flow testing, house to house and internal building inspections. Additional support may be required beyond the items previously listed.

Watts
Architects
&Engineers

Proposal for Professional Engineering Services
SSES Investigation and CAP Report
Watts Proposal No. 24-272

TECHNICAL ASSUMPTIONS

- A. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts' staff will attend meetings as requested and invoice meetings on a time and expense basis. Watts' staff will be available to participate in conference calls as necessary.
- B. It is assumed that the Village DPW will approve and sign off on progress submissions prior to advancing final reports.
- C. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.
- D. The understanding is this report will be used to assist the Village with application of a Planning Grant. Base Scope of Services does not include complete design, construction or permitting services for capital improvements or repairs.

COMPENSATION

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

1. SSES investigation and CAP Report.....	\$109,600
2. CCTV Contract Services	\$60,160
Total Fees.....	\$169,760

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

SCHEDULE

We are prepared to start work upon receipt of your written authorization to proceed and we will meet a reasonable schedule agreed to with the Village. This work is expected to start in June 2024 and be completed in May 2025.

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

Sincerely,

WATTS ARCHITECTS & ENGINEERS



Shawn M. Marshall
Civil Project Manager

Attachments:
Appendix A
Schedule of Professional Fees and Reimbursable Expenses

**Watts
Architects
&Engineers**

Proposal for Professional Engineering Services
SSES Investigation and CAP Report
Watts Proposal No. 24-272

PROPOSAL ACCEPTANCE

The above Scope of Services, Compensation, Assumptions, Schedule, and Appendix A are acceptable for Watts Proposal 24-272, SSES Investigation and CAP Report, for the Village of Lancaster (Client).

Agreed to and accepted this _____ day of _____, 2024.

Signed: _____

Name: _____
(please print)

Title: _____

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

Appendix A
GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

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

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

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

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WATTS ARCHITECTS & ENGINEERS

95 PERRY STREET, SUITE 300

BUFFALO, NY 14203

(716) 206-5100

SCHEDULE OF PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

April 1, 2024

PROFESSIONAL FEES:

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Environmental Engineer I/II	\$98	\$98	\$98
CADD Technician II	\$96	\$96	\$96
Project Monitor Supervisor	\$88	\$88	\$88
Environmental Scientist II	\$77	\$79	\$82
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Administrative Assistant	\$77	\$77	\$77
Environmental Scientist I	\$71	\$74	\$77
Intern Architect	\$77	\$77	\$77

REIMBURSABLE EXPENSES:

- 1) Per diem for lodging and meals shall be limited to the Federal maximum rate for the area of stay (published yearly by the Internal Revenue Service, IRS Publication #1542). These charges will be billed at cost.
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- 3) Reproduction Costs:

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

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

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES ARE SUBJECT TO CHANGE WITHOUT NOTICE

RESOLUTIONS

May 13, 2024

	1 st Motion	2 nd Motion	
1.	_____	_____	Resolution to appoint Taylor Swenson as a returning seasonal employee (Clerk-PT) for the Clerk-Treasurer's office with an effective start date on Monday, June 3, 2024, at the budgeted rate of \$16.00 / hour.
	ACTION -	Approved Denied Refer to: _____	
2.	_____	_____	Resolution authorizing Mayor Ruda to sign the Eagle Scout Service Project Report form to approve and accept the Gardening Storage Solution project completed by Eagle Scout candidate Nicholas Anthony Argentieri.
	ACTION -	Approved Denied Refer to: _____	
3.	_____	_____	Resolution to approve the following budget transfer for the Lancaster Fire Department towards the purchase of absorbent materials from Dival Safety: - \$375.00 from A-3411-2607 (Radio Repairs) to A-3411-26018 (Absorbent Materials/Flares).
	ACTION -	Approved Denied Refer to: _____	
4.	_____	_____	Resolution to approve the following budget transfer for the Office of Emergency Management towards the cost of equipment installation for the Assistant Disaster Coordinator vehicle: - \$254.08 from A-3990-475 (Expense & Travel) to A-3990-200 (Equipment).
	ACTION -	Approved Denied Refer to: _____	
5.	_____	_____	Resolution to grant permission to the U.S. Department of Agriculture to survey and place traps for invasive pests (Box Tree Moth and European Cherry Fruit Fly) on Village-owned properties to be serviced every 3 weeks and removed by November 30 th .
	ACTION -	Approved Denied Refer to: _____	
6.	_____	_____	Resolution authorizing Mayor Ruda to sign and execute the Member Participation Agreement with New York State Municipal Workers' Compensation Alliance for workers' compensation insurance coverage for the period from June 1, 2024 through May 31, 2025 with a total annual funding contribution of \$306,278 for the fiscal year.
	ACTION -	Approved Denied Refer to: _____	
7.	_____	_____	
	ACTION -	Approved Denied Refer to: _____	



Eagle Scout Service Project Report



BOY SCOUTS OF AMERICA

Eagle Scout candidate's full legal name Nicholas Anthony Argentieri

Eagle Scout Service Project Name Gardening Storage Solution

Project start date April 19th

Project completion date May 1st

This report is to be prepared after your service project has been concluded. It is not necessary to provide lengthy details on project or discuss your project and this report at your board of review.

Project Execution:

Once planning was completed, when did the work begin? April 19th

When was it finished? May 1st

Project Description

Please provide a brief description of your project and the impact it will have.

Over the past year, the Village of Lancaster has made a few changes to revitalize the downtown district. Part of these changes are adding roundabouts a median and a park. These additions contain flowers, bushes and shrubs. Also, the business district has hanging and potted plants. My project is designed to help the Village of Lancaster. The project is to make 3 hand tool containers that look like bird houses. The bird house containers are designed to be big enough to hold hand tools such as shovel, rake and trowel, along with gloves and small trash bags. The bird house look helps them blend into the park and other garden areas. After the time and money spent by the village, it would be hard to see the plants to become overgrown and not look good. Also, these bird houses are more pleasing to the eye than a full size 6x6 foot shed.

Describe what you did after your proposal was approved to complete the planning of your project.

After my project was approved I planned dates around the carpenters availability. when I would deliver the wood, when he would cut the wood, when we would assemble the birdhouses, and when we would install the birdhouses. Then I bought and delivered materials and gave the carpenter the cut plan. Then I followed my project phases for the assembly and installation.

Observations

What went well?

3 things that went well are my proposed cost and actual cost were similar, I hit my project proposal phase dates, and having step by step build plan made the building easier.

What was challenging?

2 challenges I faced working with cedar wood was (1) it was prone to splitting and (2) With the bigger piece of cedar 12in W x 12ft L we couldn't find wood without warping. To make it square we needed help from adults, clamps, and use of power tools to make the wood lay right. This made it harder for the youth to do some of their jobs.

Changes

Many successful projects require changes from the original proposal. What significant changes did you make and why did you make them (be brief)?

No there were not any major changes because a lot of planning went into my proposal to get this gardening storage solution

Leadership

In what ways did you demonstrate leadership?

I demonstrated leadership by: (1) I recruited my own team; (2) I filed paperwork and presented in front of the Historical Board; (3) I made step by step assembly instructions; (4) I picked out primary dates and backup dates; and (5) built a model to verify the requirements I helped obtain

What was most difficult about being the leader?

There were 2 difficult parts about leading. 1st was thinking about everything in detail. the 2nd was scheduling dates in advance and adjusting to schedule conflicts as the came up.

What was most rewarding about being the leader?

The most rewarding part was getting to work with adults and moving the process along.

What did you learn about leadership, or how were your leadership skills further developed?

Leadership is not always easy because leaders have to always know what going on. Although i've led and planned meeting and camps this was a lot more harder than those.

Materials, Supplies, Tools, Other

Were there significant shortages or overages of materials, supplies, tools, and other? If so, what effect did this have?

No because building our prototype helped.

Entering Service Project Data

The BSA collects information on the hours worked on Eagle Scout service projects* because it points to achievement of our citizenship aim. To assist with the data collection, please refer to your list of people who helped and the number of hours they worked. Then please provide the information requested below. Include hours spent doing planning under Total Hours Worked.

Be sure to include yourself, and the time spent on planning.

	Number of Workers	Total Hours Worked
The Eagle Scout Candidate - Planning Hours	1	11
The Eagle Scout Candidate - Execution Hours	1	4
Registered BSA youth members	2	6
Other youth (brothers, sisters, friends, etc., who are not BSA members)	0	0
Registered BSA adult Scouting volunteers and leaders	2	13
Other adults (parents, grandparents, etc., who are not BSA members)	7	20.5
Grand Total of Hours (enter here and on your Eagle Scout Rank Application)	13	54.5

*There is no requirement for a minimum number of hours that must be worked on an Eagle Scout service project.

If you have been told you must meet a minimum number of hours then you may lodge a complaint with your district or council. If you have given leadership to an otherwise worthy project and are turned down by your board of review solely because of a lack of hours, you should appeal the decision

Funding Summary

Describe how you obtained money, materials, supplies, and other needs (including donations) for your project.

I got my money from getting donations from family and friends. Tools and certain hardware were provided by the carpenter and beautification committee. The beneficiary supplied \$100.

How much was collected?

How much was spent?

If your expenses exceeded funds available, explain why this happened, and how excess expenses were paid.

After my proposal was complete I was given a recommendation to give \$10 gift card in my thank you cards

If you had money left over at the end of your project, did you turn it over to the project beneficiary? If "No," when will that be done, or if your beneficiary is not allowed to accept the left over funds, which charity will receive them?

N/A

How were the donors thanked?

I gave them a thank you card and included a Tim Hortons gift card.

Photos and Other Documentation

If you have them, submit photographs taken before, during and after project completion on a separate document. You may physically attach letters, maps, handouts, printed materials, or similar items that might be helpful to your board of review.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise Sign below before you seek the other approvals.

On my honor, I was the leader of my Eagle Scout service project and executed it as reported here

Signature Date

Approvals

In my opinion, this Eagle Scout service project meets Eagle Scout requirement 5, as stated on page 3 of this workbook.

Beneficiary name:		Unit leader name:	
Signature	Date	Signature	Date

Lancaster Fire Department



RESOLUTION # 3
MEETING DATE 5/13/2024

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

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

4/29/2024

Mayor Ruda and Honorable Village Board,

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

Please transfer:

\$375.00 From budget line 1.3411.2607 Radio Repair to budget line 1.3411.26018 Absorbent Materials/flares 4/29/2024.

The budget line that we are asking for a transfer from has sufficient funds to cover the other budget line shortages. All of these purchases were done using the Lancaster Village procurement policy. We were able to save \$2 per bag of absorbent by purchasing an entire pallet.

Please let me know if more information is needed.

Respectfully,

Eric Feldmann

Lancaster Fire Department

Fire Chief

Voucher Requisition Form

Department: FIRE

Vendor Name: DIVAL

Date of Invoice: 4/22/2024 Invoice #: 3473398

Description of services or materials:

FOR ENTIRE PALLET OF ABSORBENT.

Fund Appropriation Code	Amount	
1.3411.26018	\$575.00	

Are funds available in these budget codes to cover these expenses? NO

If no, please include proposed budget transfer or explain why:

TRANSFER \$375.00 FROM 1.3411.2607 RADIO REPAIR TO COVER SHORTAGE.

Subject to competitive bids? Yes ☐ No ☒

If yes, date of resolution:

Do the purchases above require Yes ☐ No ☒
written or verbal quotes?

If yes, please attach the procurement bid form.

If there are no quotes, explain why:

I hereby certify the receipt of said goods and/or services as described

in attached invoice and thereby authorize payment of same.

Signature:



Date: 4/29/2024



INVOICE



DiVal Safety Equipment, Inc. • 1721 Niagara St. • Buffalo, NY 14207 • Tol 800.343.1354 • Tel 716.874.9060 • Fax 716.874.4686

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

Ship to: LANCASTER FIRE DEPARTMENT
24 WEST DRULLARD AVE
STATION 2 NORTH END HALL
LANCASTER NY 14086

CUSTOMER

NUMBER

103603

TERMS

NET 30 DAYS

INVOICE

DATE

4/22/24

INVOICE

NUMBER

3473398

ORDER

NUMBER

79849 / 00

CUSTOMER

PURCHASE ORDER

9767013

SALES

REPRESENTATIVE

JIM DICK

INSTRUCTIONS

OUR DELIVERY

<u>Ordered</u>	<u>Shipped</u>	<u>B.O.</u>	<u>U/M</u>	<u>Item and Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
50	50		EA	9767013 Floor Absorbent, multi-purpose, montmorillonite, 40 lb, 50/skid *** CUSTOMER DOES NOT REQUIRE A VOUCHER *** THANK YOU FOR YOUR ORDER! Invoice due: 5/22/24	\$11.50000	\$575.00



<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$575.00	.000		\$575.00

Voucher Requisition Form

RESOLUTION # 4
MEETING DATE 5/13/2024

Department: Saia Communications Inc.

Vendor Name: 100 Stradtman Street, Buffalo, NY 14206

Date of Invoice: 4/8/2024 Invoice #: 928005791-1

Description of services or materials:

~~Membership dues 2024~~

Equipment Installation - Asst. Disaster Coordinator Vehicle

Fund Appropriation Code	Amount
1.3990.2	1754 08

Are funds available in these budget codes to cover these expenses?

No

If no, please include proposed budget transfer or explain why:

Request a budget transfer of

\$254.08 from 1.3990.475 to 1.3990.2 to cover the balnace of the invoice. Reason: budget line is not

large enough to cover actual expenses.

Subject to competitive bids?

Yes

☐

No

☒

If yes, date of resolution:

Do the purchases above require
written or verbal quotes?

Yes

☒

No

☐

If yes, please attach the procurement bid form.

If there are no quotes, explain why:

I hereby certify the receipt of said goods and/or services as described
in attached invoice and thereby authorize payment of same.

Signature:



Date: 4/29/2024

Village of Lancaster Procurement Form

Adequate Documentation

- * Documentation of procurement is required as follows:
 - A. \$500 to \$1,000; two verbal quotes.
 - B. \$1,000 to \$3,000; three verbal quotes.
 - C. \$3,000 to \$5,000; three written quotes.
 - D. \$5,000 to \$10,000; three written quotes and Village Board approval.
- * Written quotes must be attached to this form.
- * This procurement form along with all appropriate documentation is to be included for payment of invoices.
- * Any purchase requiring a signed contract / agreement must be approved by the Village Board and signed by the mayor (or deputy mayor in the mayor's absence).

Department & Employee Name Requesting

OEM

Item to be Purchased with Description

Equipment install - Assistant Disaster Coordinator vehicle

Quotations

DATE	VERBAL / WRITTEN	DOLLAR AMOUNT	VENDOR NAME	REP. NAME	PHONE NO.
3/1/24	V	1900.00	10-75		
3/1/24	V	1800.00	Saia		
3/1/24	V	1800-2000	FM Comm		



100 Stradtman St
Buffalo, NY 14206
Phone #: (716) 892-2900
www.saiacomm.com

INVOICE

Page 1

928005791-1

Invoice Date: 04/08/2024

Bill To:

LANCASTER VILLAGE OFFICE OF EMERGENCY SE
RVICES
5423 BROADWAY
OFFICE OF EMERGENCY MANAGEMENT
LANCASTER, NY 14086

Ship To:

LANCASTER VILLAGE OFFICE OF EMERGENCY SE
RVICES
5423 BROADWAY
OFFICE OF EMERGENCY MANAGEMENT
LANCASTER, NY 14086

Contact: SCOTT ROBINSON

Contact #: 716-430-7530

Email: srobinson@twindistrict.com

Contact: SCOTT ROBINSON

Contact #: 716-430-7530

Email: srobinson@twindistrict.com

Customer #:LE1926		Tech: Lyn Saia	PO# :	Terms: NET 30	
Qty	Item	Description		Unit Price	Amount

FCC Maintenance Record - Retain 1 Year

Vin #: 1GKS2CKDAPR491514

Transmitter Freq.: . MHz

Power Out:

Plate #: KGU7217

Found:

Reflected Power:

Vehicle No:

Adj To:

Battery Capacity mAh:

License No.:

Modulation:

Techs Name: 2

Vehicle Make: GMC

Receiver Freq.:

Ship Via: Saia Shop

Vehicle Model: YUKON

Sensitivity: . Uv 2 db

Service Ticket No:

Vehicle Year: 2023

Tone/DPL/TPL:

Contact Name: SCOTT ROBINSON

Vehicle Mileage: 8388

Total Power:

1	AAM28QPN9KA1 N	XPR 5550 403-470 40W GOB BT/GPS CD	0.00	0.00
		Serial Number 511TRH1855		
10	INSTALL	EQUIPMENT INSTALLATION	160.00	1,600.00
		INSTALLED CUSTOMER SUPPLIED LIGHTS/SIREN/RADIO AND NEW GLASS MOUNTED ANTENNA. WIRED AND TESTED		
1	MISC	MISC INSTALLATION PARTS LOOM, WIRE, NUTS. & BOLTS	65.00	65.00
1	90142	410-512MHz On-glass Ant.	89.08	89.08

Last Paid

THANK YOU FOR YOUR BUSINESS

Credit card purchases will be subject to a 3% surcharge if over \$1000.00

Subtotal: \$1,754.08

Tax: \$0.00

Total Paid:

Total Amount: \$1,754.08

BUFFALO

(WBE) Certified Erie County, NY (Exp. 8/17/2017)

WBE) Certified NYS ID-51152 (Exp. 8/15/2017)



MOTOROLA SOLUTIONS

Radio Solutions Channel Partner



United States Department of Agriculture

Year: 2024

Grid Number: _____

Box Tree Moth and
European Cherry Fruit Fly
Response

Property Access Request

RESOLUTION # 5
MEETING DATE 5/13/2024

United States Department of Agriculture is requesting permission to trap for an invasive pest, the Box Tree Moth (BTM) and/or the European Cherry Fruit Fly (ECFF) on your property.

- ☐ USDA has my permission to place a BTM/ECFF trap or traps on my property. I understand that the trap(s) will be serviced at least every 3 weeks and will be removed on or before November 30th.
- ☐ Trap service notification is not necessary.
- ☐ I would like to be notified each time trap service is performed.
- ☐ USDA does not have permission to place a BTM/ECFF trap or traps on my property.

Property Location(s): _____

Authority Granted By: _____

Phone Number: _____



Pest Alert

Plant Protection and Quarantine

Box Tree Moth (*Cydalima perspectalis*)

The box tree moth is an invasive pest that primarily feeds and completes its life cycle on boxwood species (*Buxus* spp). In its native range, it also feeds on burning bush (*Euonymus alatus*), Japanese spindletree (*E. japonicus*), purple holly (*Ilex chinensis*), and orange jessamine (*Murraya paniculata*) once all nearby boxwoods are completely defoliated.

Distribution and Spread

The box tree moth is native to temperate and subtropical regions in Asia. It was first reported in Europe in 2007, after which it spread rapidly across European countries and into Western Asia and Northern Africa. In 2018, it was documented in Canada, and in 2021, the U.S. Department of Agriculture (USDA) confirmed the presence of the moth in Niagara County, NY, near the Canadian border. The rate of spread for the box tree moth has varied since its introduction in Europe, with some cases peaking at 96 miles per year. Long distance movement of the box tree moth across Europe occurred primarily through the movement of infested boxwood plantings.

Box tree moths are highly mobile and are good fliers. Natural spread of this moth in Europe is about 3 to 6 miles per year. One analysis from Europe concluded that natural dispersal from continental Europe to the United Kingdom was possible, suggesting sustained adult flights of over 20 miles.

Damage

In 2014, boxwood made up 15 percent of broadleaf evergreen sales in the United States, and the estimated value was \$126 million (USDA-NASS, 2015). Boxwoods are



Adult moths (top and bottom left), damage (bottom)

typically planted as ornamentals and used for edging, as hedges, and/or clipped into different shapes to make topiaries. The box tree moth can cause heavy defoliation of boxwood plants if populations are left unchecked. Defoliation of existing and new growth can kill the plant. If no foliage is available, larvae have been observed feeding on the bark, which can cause branches or the entire plant to die.

Description

Adult box tree moths generally have white bodies with a brown head and abdomen. Their wings are white and slightly iridescent, with an irregular thick brown border spanning 1.6

to 1.8 inches. Some adults have completely brown wings with a small white streak on each forewing. Males and females show both colorations.

The eggs are pale yellow and average 0.04 inches in size. They are laid in flat clusters of about 5 to 20 on the underside of boxwood leaves. As they mature, a black spot appears marking the larval head.

Newly hatched larvae have black heads and are green to yellow in color. As they age, dark brown stripes develop on the body. The most mature larvae are about 1.6 inches long and have thin white and thick black stripes and black dots outlined in white along the length of the body.

Pupae develop inside a silk cocoon and are 0.6 to 0.8 inches long. They are initially green, with black stripes on the back, and turn brown as they mature.

Life Cycle

Adult female box tree moths lay their eggs singly or in clusters of about 5 to 20 in a gelatinous mass on the underside of boxwood leaves. Box tree moths overwinter as larvae. Once temperatures rise, overwintering larvae emerge and typically begin feeding in March, continuing until they pupate in late April to early May. As they develop, they spin silken webs to hold leaves together and create protected areas to feed. They tend to feed on leaves in the lower portion of host plants but reside in the upper portion and remain active until September or October.

Pupation occurs on the host leaves in silk cocoons. If the boxwood host is defoliated, pupation may occur away from the host plant using leaves from the surrounding area. Pupae will typically first appear in April or May and will be present continuously through the summer and into the fall, depending on the local climate and timing of generations.

Adults first emerge from the overwintering generation between April and July, depending on climate and temperature. Subsequent generations are active between June and October. Adults typically live for 2 weeks after emergence.



Caterpillars, webbing, and frass (top); pupa (bottom left); magnified egg masses (bottom right)

Where To Look

Signs of damage may not appear at the beginning of an infestation because young larvae hide among twigs and leaves. Larvae skeletonize the leaves and feed on the bark, causing defoliation and dryness, leading to the plant's death. Signs of feeding include green-black frass (excrement) and webbing.

The female moths lay their eggs on the underside of the leaves of boxwoods.

Report Your Findings

If you find an insect that you suspect is the box tree moth in New York, please submit an online report to have the specimen identified properly:

www.arcg.is/1Df8Se.

For questions, please call USDA at 1-800-249-2363. You may also contact your local Extension office or State Plant Regulatory Official.

To locate an Extension specialist near you, go to the USDA website at www.nifa.usda.gov/Extension.

A directory of State Plant Regulatory Officials is available on the National Plant Board website at www.nationalplantboard.org/membership.



New York Residents: Check Your Boxwoods for the Box Tree Moth!

The box tree moth (*Cydalima perspectalis*) is an invasive pest that can kill boxwoods if left unchecked. We need your help to keep it from spreading. Here's what to look for:

Brown Leaves and Defoliation (look for missing sections of leaves or skeletonized leaves)



Caterpillars and Webbing (young caterpillars hide among twigs/leaves, can grow to 1.5")



Matteo Maspero and Andrea Tantardini, Centro
MIRT - Fondazione Minoprio (IT)

Frass
(sawdust-like insect excrement)



Pupa
(may be wrapped in webbing)



Adult Moths
(hard to spot; most active at night)



Do Your Part To Stop the Box Tree Moth

1. Find and Report

If you live **outside Niagara County** and find any signs of infestation, take a picture and report it online at <https://arcg.is/1Df8Se> or scan the QR code.



If you live **inside Niagara County**, you don't need to report your findings. But keep checking regularly for this pest to protect your boxwoods.

2. Cooperate With Agriculture Officials

Agriculture officials may ask for permission to access your property so we can visually inspect your boxwood plants or place box tree moth traps. Please cooperate with us! This work is important to stop the spread.



3. Protect Your Boxwoods

Remove infested branches or, for heavy infestations, cut the boxwood from its base (it should grow back from its roots). Discard all boxwood debris by double-bagging it in plastic and putting it with your household trash.

For more information, and a list of insecticides known to be effective against destructive caterpillars, go to www.aphis.usda.gov/planthealth/box-tree-moth (click on "Resources"). You can also contact your County Cooperative Extension office (cals.cornell.edu/cornell-cooperative-extension/local-offices) for treatment options specific to your needs:

Niagara County: (716) 433-8839, niagara@cornell.edu

Erie County: (716) 652-5400, erie@cornell.edu

Orleans County: (585) 798-4265, orleans@cornell.edu

Genesee County: (585) 343-3040, genesee@cornell.edu

Questions?

Call the U.S. Department of Agriculture (USDA) at 1-800-249-2363.



United States Department of Agriculture

Pest Alert

Animal and Plant Health Inspection Service
Plant Protection and Quarantine

European Cherry Fruit Fly (*Rhagoletis cerasi*)



Adult European cherry fruit fly (Blompix, S.D. Lund, www.blompix.com)

European cherry fruit fly is the most serious pest of cherries in Europe. The fly attacks ripening fruit, causing it to rot and fall off the tree. In heavily infested areas, the fly can destroy up to 100 percent of cherry and other host plants if left uncontrolled.

Distribution

European cherry fruit fly is found throughout Europe and in parts of West and Central Asia. In 2016, Canada confirmed this pest on wild honeysuckle at several sites in Ontario. In 2017, the United States found European cherry fruit fly on traps hung in wild honeysuckle plants and sweet cherry trees along the Niagara River in New York. This was the first U.S. detection of European cherry fruit fly.

Damage

European cherry fruit fly attacks only the fruit of its host plants. Larvae-infested fruit may have dark soft spots or appear wilted or shriveled. As mature larvae emerge from the fruit, they may leave behind visible exit holes.

If European cherry fruit fly becomes established in the United States, it could affect U.S. access to foreign cherry markets and cause lower prices and economic losses for U.S. cherry growers.

Host Range and At-Risk Areas of the United States

European cherry fruit fly prefers sweet cherries and honeysuckle, but may also attack tart cherries. If this pest establishes itself in New York and spreads to other parts of the country, it could threaten commercial cherry production along the Pacific Coast (California, Oregon, and Washington), in the Northeast (Maryland, New York, and Pennsylvania), and in several Western and Central States (Colorado, Michigan, New Mexico, and Utah).

Appearance and Life Cycle

Adult flies range in length from 1/8 to 3/16 of an inch (3.5–4.0 millimeters). Both males and females are mostly black with yellow to orange heads. A

large yellow dot is visible on their backs. The wings are transparent with dark bands.

Adults typically emerge from May to July and have an average lifespan of 2 to 4 weeks. Females usually lay one egg beneath the skin of each piece of fruit. Once they hatch from the eggs, the larvae develop inside the fruit and feed for up to 6 weeks. As the larvae develop, they damage the fruit pulp. Mature larvae exit the fruit through emergence holes, drop to the ground, and burrow into the soil. Once in the soil, they pupate within a few days and overwinter in the soil underneath or near the host plant.

Preventing Fruit Fly Spread

When U.S. Department of Agriculture (USDA) or State agriculture officials find an infestation of invasive fruit flies that could damage crops in this country, State regulatory officials first establish an intrastate quarantine to prevent the pest's spread within that State. USDA then establishes a parallel interstate quarantine to keep the

pest from spreading to other States. Together, these quarantines allow State and Federal officials to control and suppress the outbreak locally and regulate the movement of host fruits, nursery plants, and other items that could harbor the pest. These efforts help protect growers in other vulnerable parts of the country.

What You Can Do

Please cooperate with agricultural workers who may be in your area surveying for the pest. In areas where the pest has been found, agricultural workers may request approval from the property owner to apply treatment to prevent the spread.

When traveling, declare all food, live animals, and plant or animal products to a U.S. Customs and Border Protection officer or agriculture specialist at the first port of entry. If your items are generally allowed, the inspector will check them to make sure they are free from pests and disease.

If you travel to Canada, be advised that you may not bring cherries from Ontario into the United States. Cherries from other Canadian provinces are allowed if they are accompanied by a receipt or other document that confirms the fruit's origin. For more information, view the Federal Order: www.aphis.usda.gov/import_export/plants/plant_imports/federal_order/downloads/2017/DA-2017-15.pdf.

Learn More

To learn more, visit USDA's exotic fruit fly Web site (www.aphis.usda.gov/plant-health/ff) or contact:

- **The New York State Integrated Pest Management Program**
nysipm.cornell.edu/agriculture/fruits
- **Your local Extension office**
www.nifa.usda.gov/Extension
- **Your State department of agriculture**
www.nationalplantboard.org/member
- **The nearest USDA Animal and Plant Health Inspection Service office**
www.aphis.usda.gov/planthealth/sphd



Questions and Answers

2024 European Cherry Fruit Fly Survey in New York

What is the European cherry fruit fly (ECFF), and why is it a threat?

ECFF (*Rhagoletis cerasi* L.) is a serious pest of cherries. The fly damages ripening fruit, causing it to rot and fall off the tree. In heavily infested areas, the fly can destroy all ripening cherries if left uncontrolled. The pest can spread to new areas through the transport of infested fresh cherries, soil, or fruit from host plants. The U.S. Department of Agriculture (USDA) first found European cherry fruit fly on traps hung along the Niagara River in New York's Niagara County in 2017.

What is the ECFF survey?

USDA's Animal and Plant Health Inspection Service (APHIS) and New York's State Department of Agriculture and Markets (NYS AGM) will hang approximately 2,000 traps across Western and Central New York, which is under quarantine for ECFF. APHIS will also hang traps outside the ECFF quarantine in areas that are at higher risk for the pest's spread.



What do the traps look like?

The yellow panel trap is a rectangular cardboard trap coated on both sides with a mixture of a nontoxic glue and a food bait. The traps are about 9 inches long and hang vertically in trees.

Do the traps really catch the fruit flies?

The trap helps detect new infestations and monitors the insect's spread. It is not meant to catch fruit flies to reduce populations.

How do the traps work?

Adult fruit flies are attracted to the ammonium acetate food bait that's on the trap. If the flies land on the trap, they will get stuck in the nontoxic glue. APHIS and NYS AGM service the traps at least every 2 weeks to replace the bait and collect insects.

If a trap is in my area, does that mean ECFF is there?

No. If you see a trap in your community, it does not mean ECFF is present. It just means we are looking for ECFF in your area. The goal of the survey is to determine where the insect is and monitor its spread.

What were the results of the 2023 survey in New York?

The 2023 survey found 271 ECFF in 40 trap locations. These results helped guide decisions on trap placement for the 2024 survey.

Where will traps be set this year?

For the 2024 season, surveyors will place traps along the edge of the quarantined areas in Western and Central New York. APHIS will also hang traps in selected areas in Michigan and Pennsylvania.

How can I help?

Please allow APHIS and NYS AGM surveyors access to your property to place and check traps. Residents with questions can contact the ECFF program office by calling 1-800-249-2363 or emailing ppq.ecff@usda.gov. Learn more at www.aphis.usda.gov/hungrypests/ecff.

Insecticide Options for Box Tree Moth Management

Steven Frank – North Carolina State University

Dan Gilrein – Cornell Cooperative Extension of Suffolk County

Matthew Havers – IR-4 Project, Rutgers University

Cristi Palmer – IR-4 Project, Rutgers University

This fact sheet contains a preliminary list of insecticide options for managing box tree moth in nurseries and landscapes. Since its discovery in Europe, very few insecticides have been evaluated for efficacy against box tree moth since most are not permitted for use on ornamental horticulture plants in Europe. Following is a selection of active ingredients found in commercial products labeled for caterpillar management likely to be effective against box tree moth. A few of these are also found in home garden formulations.

The box tree moth, *Cydalima perspectalis*, feeds primarily on boxwoods (*Buxus* spp.) though it has been reported on a few other hosts (*Euonymus*, *Ilex*, *Murraya*). It is native to China, Korea, and other parts of Asia. Box tree moth was introduced into Europe in 2007 and rapidly spread across the continent, and in 2018 it was found in Ontario, Canada, the first detection in North America. Box tree moth is not known to be established in the US, but the risk of introduction is high. Moths can fly over two miles, and moths or caterpillars could travel on plants shipped across the border.

Box tree moths are up to 4 cm and have two color morphs. The morph seen in Canada has white wings with brown borders. The brown morph also found in Europe is almost entirely dark brown with characteristic white specks on the forewings. Males can be monitored with pheromone traps. Caterpillars are up to 2 cm and yellow to lime green with dark stripes. They eat boxwood leaves and bark and can quickly defoliate and even kill large hedges. Caterpillars also create unsightly webbing and frass within plant canopies which protects them from predators and could reduce spray coverage and insecticide efficacy.



Box tree moth, white morph. Szabolcs Sáfián, University of West Hungary, Bugwood.org



Late-instar box tree moth caterpillar with webbing. S.D. Frank, NCSU



Box tree moth damage. S.D. Frank, NCSU

Many insecticides (Table 1) are labeled for control of caterpillars. Some broad-spectrum materials, such as some pyrethroids and carbaryl, may flare spider mites or other pests. Note label cautions concerning environmental and non-target risks.

Table 1. A selection of insecticides labeled for caterpillar management in nursery and/or landscape sites where boxwoods are grown. Re-entry intervals (REI) apply to production (nursery, greenhouse) uses.

Active	IRAC MOA	Example products ¹	Notes
Azadirachtin	UK	Azatin O, Azatrol, others	Use site varies by product. Available in organic-compatible formulations. Biopesticide. Most have 4 hour REI.
Carbaryl	1A	Sevin, Carbaryl	Broad spectrum, harmful to beneficial insects, may cause secondary pest outbreaks. 12-hour REI.
Acephate	1B	Orthene, Acephate	Only certain caterpillars on the label. Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. 24-hour REI.
Bifenthrin	3A	OnyxPro, Talstar, others	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Most products 12 hour REI.
Cyfluthrin, <i>beta</i> -cyfluthrin	3A	Decathlon, Tempo, others	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Most products 12 hour REI.
Lambda-cyhalothrin	3A	Scimitar, others	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Most products 24 hour REI.
Deltamethrin	3A	Suspend	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Most products 12 hour REI.
Fenpropathrin	3A	Tame	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Few caterpillars labeled on ornamentals. Most products 24 hour REI.
Tau-fluvalinate	3A	Mavrik	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. For container nursery stock, outdoor plantings, greenhouse use. Most products 12 hour REI.
Permethrin	3A	Astro, Perm-Up	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Most products 12 hour REI.
Pyrethrins	3A	Tersus, Pyganic, others	Broad spectrum, harmful to beneficials, may cause secondary pest outbreaks. Most products 12 hour REI. Some organic-compatible products available.
Acetamiprid	4A	TriStar, others	Verify efficacy for target caterpillars. Low toxicity to honey bees used alone. Acetamiprid is used for sucking insects and boxwood leafminer. EPA reduced-risk for ornamentals. 12-hr REI.
Spinosad	5	Conserve, Entrust, others	Used for caterpillars in greenhouses, nurseries, landscapes. Works on contact and through ingestion. Homeowner formulations available. Entrust is organic-compatible. 4-hr REI.
Spinetoram + sulfoxaflor	5 + 4C	XXpire	For use in greenhouses and nurseries but not landscapes. Not registered in NY or CA. 12-hr REI.
<i>Bacillus thuringiensis kurstaki</i> and <i>B. t. aizawai</i>	11	Dipel Pro DF, Javelin, Deliver (Btk); XenTari, Agree (Bta); others	Bt <i>kurstaki</i> products are used in Europe for BTM management and appear to be effective. Must be ingested; apply when caterpillars are actively feeding. Biopesticide. 4-hr REI.
Diflubenzuron	15	Dimilin 4L, Adept	Use site varies by product. Labeled only for certain caterpillars and other pests. 12-hour REI.
Tebufenozide	18	Confirm	For Christmas trees. EPA reduced-risk for ornamentals. 4-hour REI.
Methoxyfenozide	18	Intrepid	Not for use in NY. Labeled for certain caterpillars. 4-hour REI.
Indoxacarb	22A	Provaunt	For landscape use only.
Chlorantraniliprole	28	Acelepryn	Foliar spray for caterpillars (systemic use for clearwing borers). Nursery, greenhouse & landscape use. Relatively low toxicity for bees and workers. EPA reduced-risk for ornamentals. No signal word on the Acelepryn label. 4-hr REI
Cyantraniliprole	28	Mainspring GNL	Foliar spray or systemic drench for caterpillars in greenhouses, nurseries, landscapes. No outdoor uses in NY. EPA reduced-risk for nursery & greenhouse ornamentals. Note bee advisory. 4-hr REI
Cyclaniliprole	28	Sarisa	Can be used in greenhouses, nurseries; not for residential use. Note bee advisory.
Cyclaniliprole + flonicamid	28 + 29	Pradia	Flonicamid combination broadens efficacy for aphids, psyllids and other sucking insects. 4-hr REI

¹Products listed are examples for informational purposes and are not recommendations. There may be other formulations and generics. Verify product registration, uses, restrictions, and pollinator warnings before applying. More information here: <https://content.ces.ncsu.edu/southeastern-us-pest-control-guide-for-nursery-crops-and-landscape-plantings>.

Cornell Cooperative Extension Offices

Niagara County Cooperative Extension: 716-433-8839/niagara@cornell.edu | Erie County Cooperative Extension: 716-652-5400/erie@cornell.edu
Orleans County Cooperative Extension: 585-798-4265/orleans@cornell.edu | Genesee County Cooperative Extension: 585-343-3040/genesee@cornell.edu

Member Participation Agreement

Member: Village of Lancaster

Agent: Direct

Participation Period: 6/1/24-5/31/25

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

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

Joint and Several Liability

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

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

Executive Director: Michael Kenneally
518-465-0128

Claims: Maria Luciano
516-750-9376

Member Services: Aaron Reader
866-697-7665

A. Coverages Provided by the Comp Alliance

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

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

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

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

B. Member Responsibilities

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

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

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C. Services Provided by the Comp Alliance

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

Claims Administration:

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

Loss Control Services

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

Member Services

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

D. Purpose of Agreement:

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

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E. Assessments payable to the Workers' Compensation Board

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

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

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

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

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

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Village of Lancaster

Date: _____

By: _____

Name: _____

Title: _____

Term: 6/1/24-5/31/25

Comp Alliance

Date: October 1, 2023

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128Claims: Maria Luciano
516-750-9376Member Services: Aaron Reader
866-697-7665

Village of Lancaster

Direct Account

5423 Broadway
Lancaster NY, 14086

Coverage Period (6/1/2024 - 5/31/2025)
Workers' Compensation & Employer's Liability - Statutory

Class Code	Description	Annual Payroll	Annual Contribution
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106	Tree Pruning, Spraying, Repairir	\$70,000	\$6,630.55
42	Landscape Gardening	\$20,000	\$1,473.46
5506	Street or Road Construction	\$313,499	\$73,028.46
7580	Sewage Disposal Plant	\$200,000	\$10,419.44
8391	Auto Gasoline Station	\$370,000	\$17,004.38
8810	Clerical Office Employees	\$708,127	\$1,366.37
8820	Attorney - All Emp & Clerical	\$51,506	\$90.34
9026	Building Operation - Commercia	\$40,000	\$2,687.29
9101	College: All Other Employees	\$68,500	\$3,076.02
9102	Parks noc - All Employees & Dri	\$110,100	\$5,639.33
9402	Street Cleaning & Drivers	\$227,500	\$18,715.98
9403	Garbage, Ashes or Refuse Colle	\$170,000	\$28,806.07
9410	Municipal Township noc	\$71,000	\$9,029.31
Totals		\$2,420,232	\$177,967

Volunteer Fire Fighters Exposure Pop. Served 10001-15000 \$128,311

Experience Modification Factor 2.22

 Total Funding Contribution (6/1/2024 -5/31/2025) \$306,278

Annual NYS Assessment will be invoiced separately for the estimated amount \$4,391

Total Annual Funding + Estimated Annual NYS Assessment \$310,669

INVOICE

Village of Lancaster

VLAN

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

Funding Period: 06/01/2024 - 05/31/2025

Workers' Compensation Funding Contribution

General Municipal Employees	\$177,967
Volunteer Fire Fighters	\$128,311
Volunteer Ambulance Corps	\$0
Total Funding	\$306,278

Payment Type	Due Date	Amount Due	Payment Amount	Payment Date
First installment	June 01, 2024	\$76,569.50		
Second installment	September 01, 2024	\$76,569.50		
Third installment	December 01, 2024	\$76,569.50		
Fourth installment	March 01, 2025	\$76,569.50		

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

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