

**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: May 13 (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

The regular meeting of the Village of Lancaster Board of Trustees was held in the Municipal Building Council Chambers, 5423 Broadway, Lancaster NY, on Monday, May 13, 2024, at 7:00 P.M.

Eagle Scout Candidate Nicholas Argentieri led the pledge to the flag.

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

Attendance:		<u>Attended / Absent</u>
Lynne T. Ruda	Mayor	5 / 0
Cynthia A. Maciejewski	Trustee/ Deputy Mayor	4 / 1
Tammie E. Malone Schaefer	Trustee	5 / 0
John Mikoley	Trustee	5 / 0
William C. Schroeder	Trustee	3 / 0

Also Present:	
Arthur A. Herdzik	Village Attorney
Michael E. Stegmeier	Clerk-Treasurer
Wayne Cisco	Superintendent of Public Works
Eric Feldmann	Fire Chief
Gavin O'Brien	175th Anniversary Committee Chairperson
Caitlin Chavez Yates	Historic Preservation Commission Member
Matthew Fischione	Town of Lancaster Supervising Code Enforcement Officer
Captain Jeff Smith	Town of Lancaster Police Department

ACCEPTANCE OF MINUTES

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to accept the minutes of the April 15, 2024, organizational meeting.

Adopted Resolution: **82** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to accept the minutes of the April 22, 2024, regular meeting.

Adopted Resolution: **83** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

ABSTRACT OF AUDITED VOUCHERS

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** 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 4/23/2024 to 5/13/2024.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 80 claims were approved, 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	\$	--
For the period from <u>4/9/2024</u> To <u>4/22/2024</u>		

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

- General Fund checks # 91559 through # 91624
- Sewer Fund checks # 12088 through # 12096
- Trust Fund checks # 2576 through # 2577

Adopted Resolution: **84** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

CORRESPONDENCE:

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.

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

Adopted Resolution: **85** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

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.

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

Adopted Resolution: **86** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

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.

Motion by Trustee Mikoley and seconded by Trustee Schroeder to approve the purchase of one (1) new and unused street sweeper from Guthrie Sales and Service in the amount of \$284,933.00 per the recommendation of William Schutt, PE, Village Engineer.

Adopted Resolution: **87** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 4) Correspondence from Mary G. Rozler providing her resignation from employment with the Village of Lancaster effective on July 19, 2024.

Motion by Trustee Schroeder and seconded by Trustee Maciejewski to receive and file this correspondence and accept the resignation from Mary G. Rozler.

Adopted Resolution: **88** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 5) Correspondence from James Budzynski, WNY Bikes, providing a Special Events Application for the 175th Anniversary Community Bicycle Ride event to be held on Wednesday, July 3, 2024 at 5:30 p.m. on West Main Street.

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

Adopted Resolution: **89** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 6) Correspondence from Gavin O'Brien, 175th 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.

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

Adopted Resolution: **90** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 7) Correspondence from John Mikoley on behalf of the 175th 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.

Motion by Trustee Malone Schaefer and seconded by Trustee Mikoley to receive and file this correspondence and place in the Community Events Committee for review.

Adopted Resolution: **91** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 8) Correspondence from Karen Penziul, Lancaster Unleashed, providing a Special Events Application for the 7th 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.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** to receive and file this correspondence and place in the Community Events Committee for review.

Adopted Resolution: **92** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 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.

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

Adopted Resolution: **93** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 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.

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

Adopted Resolution: **94** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 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

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

Adopted Resolution: **95** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 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:

- Drew Chiarmonte
- Zachary Coxford
- Luke Genewick

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to approve the hiring of three (3) returning seasonal employees for the Department of Public Works as presented per the recommendation of Superintendent Cisco.

Adopted Resolution: **96** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

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:

- 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

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to authorize Mayor Ruda to sign and approve proposals as presented above from Watts Architects & Engineers with the exception that #24-272 – SSES Investigation and CAP Report will be placed in the Grants Committee for further review prior to consideration.

Adopted Resolution: **97** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

RESOLUTIONS:

Motion by **Trustee Mikoley** and seconded by **Trustee Maciejewski** 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.

Adopted Resolution: **98** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** 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.

Adopted Resolution: **99** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** 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).

Adopted Resolution: **100** 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 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).

Adopted Resolution: **101** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to grant permission to the U.S. Department of Agriculture to survey and place traps for invasive pests (Box Tree Moth & European Cherry Fruit Fly) on Village-owned properties to be serviced every 3 weeks and removed by November 30th.

Adopted Resolution: **102** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** 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.

Adopted Resolution: **103** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Mayor Ruda** and seconded by **Trustee Maciejewski** to reschedule the previously cancelled May 27, 2024 Village Board meeting to Tuesday, May 28, 2024 with the work session at 6:00 p.m. and the regular meeting at 7:00 p.m.

Adopted Resolution: **104** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

AUDIENCE PARTICIPATION:

Paulette Mayo- 147 Fourth Ave: She discussed traffic and parking issues on Aurora Street and Garfield Street with parked vehicles blocking driveways due to the restaurant in the area. She discussed the need for a stop light on Aurora Street and Como Park Boulevard. She also noted concerns with the traffic in the downtown business district, especially when events are taking place.

Nicholas Argentieri – Eagle Scout Candidate: He discussed his Eagle Scout project where he built and installed birdhouse storage boxes to assist the Beautification Committee with cleaning up downtown. The houses contain tools so that citizens can use them to help keep our village looking nice.

Trustee Maciejewski reviewed the history of the project since Nick first reached out and discussions with the Beautification Committee to identify the most beneficial project. He attended a Historic Preservation Commission meeting to get approval and the birdhouses are currently installed throughout the village. The Village Board thanked Nicholas for all his hard work on this project.

COMMITTEE REPORTS & FOLLOW UPS:

➤ **FINANCE & CLAIMS – Trustee Schroeder**

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to approve the quote from TechNet MSP to purchase a laptop for the Village Attorney in the amount of \$1,163.62.

Adopted Resolution: **105** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

He reported that Senator Gallivan is supporting the bill for a tax exemption for volunteer firefighters. This benefit will help recruit more people to join fire companies in the Village and throughout the State.

He wants to speak with Chief Feldmann to discuss LOSAP options with feedback from the Lancaster Fire Department LOSAP Committee.

➤ **PUBLIC WORKS** – Trustee Mikoley

The military veteran banners were hung down Central Avenue since the last meeting. This is a process being coordinated by the Department of Public Works along with the local VFW.

The new sweeper was approved for purchase earlier in the meeting. He thanked the Department of Public Works mechanics for keeping the old sweeper working in the meantime despite its many problems.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

The next Safety Committee meeting will be held this Wednesday, May 15th at 3:30 p.m. We will be discussing ways to keep employees injury free.

During the Spring Clean Up event, volunteers noticed that there were private home garbage bags in the Village garbage cans. This has resulted in the containers being cleaned out more frequently and there is a safety issue with the type of debris being placed in the garbage cans from private homes.

She reached out to NYSDOT again regarding traffic issues and to discuss the possibility of adding a rapid flashing beacon at the crosswalk on Broadway which would be at NYSDOT cost.

NYSDOT provided comments regarding traffic enforcement issues with more visitors to the community. There will be a combined effort with outreach and education to the public to help prevent accidents in areas such as the roundabouts.

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

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** to approve the quote from Fire Safety Systems for upgrading the fire alarm system at the Lancaster Municipal Building in the amount of \$29,806.91.

Adopted Resolution: **106** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** to approve the quote from Fire Safety Systems to upgrade the panic alarm system at the Lancaster Municipal Building in the amount of \$2,210.00 with the option for keypads and door contacts at the DPW garage entrance in the amount of \$1,750.00.

Adopted Resolution: **107** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** to approve the quote from Fire Safety Systems for upgrading the fire alarm system at North End Fire Hall in the amount of \$2,550.00.

Adopted Resolution: **108** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to schedule a work session on Monday, May 20, 2024 at 4:15 p.m. in Council Chambers to review the asbestos inspection results and the proposed flooring replacement plans for the Lancaster Municipal Building.

Adopted Resolution: **109** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **HUMAN RESOURCES** – Trustee Maciejewski

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to schedule a work session in Council Chambers on Monday, June 24, 2024 at 5:30 p.m. to meet with representatives from NYS Comp Alliance to discuss the Village's workers compensation program.

Adopted Resolution: **110** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to schedule a work session on Friday, May 17, 2024 at 4:15 p.m. to interview candidates for the Deputy Village Attorney / Village Prosecutor position in executive session.

Adopted Resolution: **111** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

There has not been a change to the Covid policy with the most recent case, but there will be changes to the policy this summer with the sunset of the NYS law. Our HR consultants are working on a handbook for all employees which will include this updated policy.

Tomorrow, Tuesday May 16th at 6:00 p.m., there will be a recognition of past chiefs with their family members as part of the 150th Anniversary of the Lancaster Fire Department, including a banner reveal in their honor which will be installed down West Main Street from Central Avenue to Firefighters Park.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

On Monday May 27th, the VFW Memorial Day Ceremony and Parade will be held. The events will begin in Veteran's Park on Lake Avenue at 9:00 a.m. All are welcome to join.

She reviewed the framework for the 4th of July event being held on July 3rd, 4th, and 5th this year. There will be a beer tent, games, activities, and food trucks, with the beer tent benefiting the Boys & Girls Club.

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

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

He discussed plans for Old Home Week. There will be events such as Kids' Night which will include karaoke and a movie night in Cayuga Creek Park. The Lancaster Youth Bureau will provide kids craft activities at 6:00 p.m. For the Jubilee event, there will be 30+ vendors to create a market experience down West Main Street to go along with the swing dancing part of the event.

He created a Facebook page for the 175th Anniversary celebration to consolidate events in one place.

This Saturday, May 18th there will be a Preservation Buffalo Walking Tour as the May anniversary event. For the May Speaker Series, there will be a presentation at the Lancaster Library on Thursday, May 23rd on the history of the library at 6:30 p.m.

The next 175th Anniversary committee meeting will be held on Tuesday, May 28th at 7:30 p.m.

Motion by **Mayor Ruda** and seconded by **Trustee Maciejewski** to approve to move forward with a quote received for vertical banners for Village buildings.

Adopted Resolution: **112** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **SEWER** – Trustee Mikoley

He reviewed the meetings that have been held regarding the continued work on the sewers and the efforts taking place to meet the requirements of the Consent Order.

He discussed the private connection inspection process at identified homes that need to be completed as directed by NYS DEC. They will work on a process for Department of Public Works employees to follow.

➤ **GRANTS** – Mayor Ruda

Plum Bottom Creek Culvert – PHASE 1 (BridgeNY)

We are making progress for DEC approval needed to bid out the project. C&S had a meeting to review permit issues with DEC and Army Corps of Engineers to identify what is needed.

Firefighters Park Renovation

Construction continues to be on schedule.

Erie County Municipal Planning Grant- Comp Plan Updates

We had a core team meeting, and we need to set a schedule for the Steering Committee meetings.

NYSDEC- UFC Program Tree Planting Grant Application

We received this grant! This will be moved to the Open Projects – Awarded section on the committee list.

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

No report.

➤ **CLIMATE SMART** – Mayor Ruda

At 5:30 p.m. earlier this evening, there was a presentation by UBRI regarding a Climate Resilience Plan for the Village of Lancaster which will be available on the website for review. Comments are due by next week before adoption at the next meeting.

DEPARTMENT HEAD REPORTS & FOLLOW UPS:

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

He reviewed a proposed local law to address concerns with unauthorized parking on private lots to allow enforcement by the Lancaster Police Department and Code Enforcement Officer.

Motion by **Mayor Ruda** and seconded by **Trustee Mikoley** to schedule a public hearing on Monday, June 10, 2024 at 7:15 p.m. regarding parking restrictions on private lots.

Adopted Resolution: **113** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

He also reviewed a proposed local law to address avoidable alarms to incorporate language similar to what is found within the Town of Lancaster's Code. It was determined that the Village needs to look at more data and compare it with the Town's experience with this issue and also get feedback from the Lancaster Fire Department.

➤ **FIRE CHIEF** – Eric Feldmann

He reported there have been over 50 calls in the past month with 41 in April and 15 in May which includes both vehicular accidents and fires.

He reviewed the extensive training hours completed by members of the Department.

The new truck committee met, and they will be providing new specs very soon.

He noted that the new chief trucks are currently at Empire Emergency where they are getting equipment and lighting installed.

➤ **HISTORIC PRESERVATION COMMISSION** – Caitlin Chaves Yates

She noted that May is National Historic Preservation Month.

A preservation award was given to Valint's Meats for their restoration of 25 Central Avenue.

For the 175th Anniversary event in May, the Preservation Buffalo historic group will be holding a walking tour on Saturday, May 18th which she recommends attending.

There are cybersecurity updates being done that will affect Historic Preservation Commission members. Someone will attend the Commission meeting on Wednesday, June 12th to provide assistance, or members may attend prior to the next Village Board meeting on Tuesday, May 28th to meet with IT representatives if they aren't able to make the June 12th meeting.

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

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

No report.

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

Plants are being delivered tomorrow for the hanging baskets and gardens.

The spray pool will be opened this week.

Mayor Ruda noticed the Town of Lancaster remote-control mower being used on hills. For the safety of employees, the Village will pursue quotes to purchase its own remote-control mower.

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

He noted that the board meeting agenda was placed on the website on Friday for public availability. This process will continue for all regular board meetings going forward.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to approve and direct Clerk-Treasurer Stegmeier to canvass the Civil Service list of eligibles for the position of Account Clerk Typist – FT in the Clerk-Treasurer’s office.

Adopted Resolution: **114** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

He spoke with Matt Fischione, and it was identified that the Village has a Special Use Permit Application for temporary and permanent use for specific items such as outdoor dining, but there is not an application for general use for items that do not have a separate application. It is recommended to develop a generic application that can be used when an application is not otherwise available for specific uses. This matter was placed into the Building, Lights, and Codes Committee.

He has been notified by Assistant Chief Mike Reinhold that Code 3 will not allow Village employees and officials to attend the Lancaster Fire Department’s classes for the annual NYS mandatory Sexual Harassment Prevention / Discrimination training without an additional cost per person. This change was made by Code 3 since they no longer provide training for the Department of Public Works which is now provided through the Village’s HR consultant. He will work with Sheridan HR Consultants to schedule additional classes through the end of the year to offer this NYS mandatory training to Village employees and officials who still need to attend the training.

MISCELLANEOUS:

Karen Howard from Senator Gallivan’s office attended the meeting. Mayor Ruda noted that she provided a letter of support to the Senator towards a project for adding a Gunville Road Thruway exit, which would benefit our community and reduce commercial traffic coming through the Village. Ms. Howard stated that the Village Board can contact their office at any time if there are ever any concerns.

ADJOURNMENT:

Motion by **Mayor Ruda** and seconded by **Trustee Schroeder** to adjourn the meeting at 7:56 p.m. in memory of Mrs. Bondrow, Cindy Marlow, the victims of the 2022 Tops Markets shooting in Buffalo, and the two (2) Thruway employees killed in an accident while working on the job last week.

Adopted Resolution: **115** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier
Clerk – Treasurer

ABSTRACT

May 28, 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

May 14, 2024 to ^{MAY} ~~June~~ 28, 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	\$ 456,908.50
SEWER FUND -----in the amount of	\$ 13,955.17
TRUST FUND -----in the amount of	\$ 1,378.75
CAPITAL FUND -----in the amount of	\$ 40,538.02
EQUIPMENT RESERVE -----in the amount of	\$
COMMUNITY DEVELOPMENT -----in the amount of	\$
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$
TOTAL	512,780.44

For the period from April 23, 2024 **to** May 13, 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.....	97
General Fund Ck#.....	91625-91687
Sewer Fund Ck#.....	12097-12099
Trust Fund Ck#.....	2578
Capital Fund Ck#.....	1943
Community Development Fund Ck#	

Mayor Lynne T. Ruda

Abstract Summary of Funds

Board Meeting Date: May 28, 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)	\$ 276,139.82	\$ 185.74	\$ 1,378.75	\$ 40,538.02
FICA Voucher 4/26/24	\$ 5,506.41	\$ 462.52		
Payroll Voucher 4/26/24	\$ 70,979.52	\$ 6,046.01		
FICA Voucher 5/10/24	\$ 5,538.23	\$ 393.51		
Payroll Voucher 5/10/24	\$ 71,615.67	\$ 5,143.96		
TASC	\$ 6,053.32			
Pre-Paid - Highmark	\$ 21,075.53	\$ 1,723.43		
	\$ -			
	\$ -			
	\$ -			
	\$ -			
TOTALS	\$ 456,908.50	\$ 13,955.17	\$ 1,378.75	\$ 40,538.02

TOTAL ALL FUNDS \$ 512,780.44

P.O. Type: A11
 Range: First to Last
 Format: Detail without Line Item Notes
 Vendors: A11
 Rcvd Batch Id Range: First to Last
 Open: N Paid: N Void: N
 Rcvd: Y Held: N Aprv: N
 First Enc Date Range: First to 05/31/24 Bid: Y State: Y Other: Y Exempt: Y
 Include Non-Budgeted: Y
 Prior Year Only: N * Means Prior Year Line

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-01473	05/10/24	ACEFL005 ACE FLAG CO.											
			1 FLAGS-VILLAGE BUILDINGS/PARKS	134.24	A -1620-450-000			E SHARED SERVICES - BUILDING & GRDS MAINT	R	05/10/24	05/10/24		50437
			2 FLAGS-VILLAGE BUILDINGS/PARKS	134.24	A -1621-453-000			E NORTH END F.H.-BUILD & GROUND MAINT	R	05/10/24	05/10/24		50437
			3 FLAGS-VILLAGE BUILDINGS/PARKS	134.24	A -1640-450-000			E DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	05/10/24	05/10/24		50437
			4 FLAGS-VILLAGE BUILDINGS/PARKS	134.25	A -7110-414-000			E PARKS-MATERIALS-OTHER	R	05/10/24	05/10/24		50437
				536.97									
24-01474	05/10/24	ACEFL005 ACE FLAG CO.											
			1 BUNTING w/ STARS 175TH ANN.	2,199.45	A -7550-417-000			E CELEBRATIONS - 175TH ANNIVERSARY	R	05/10/24	05/10/24		50339
24-01475	05/08/24	ALLEI005 JAMES ALLEIN											
			1 HPC - LIASON	50.00	A -7520-434-000			E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	05/08/24	05/08/24		5/8/2024
24-01476	05/10/24	ADPIN005 ADP, INC.											
			1 ADP TIME&ATTEND & REPORTS	895.20	A -1325-435-300			E FINANCE TREASURER - PAYROLL SERVICE	R	05/10/24	05/10/24		659649643
24-01477	04/29/24	AMAZ0010 AMAZON CAPITAL SERVICES											
			1 TOW STRAPS CHIEF VEHICLES	174.59	A -3411-200-000			E EQUIPMENT	R	04/29/24	04/29/24		11JY-N4W9-QHCG
24-01478	05/02/24	AMERIO10 AMERICAN ROCK SALT CO LLC											
			1 BULK ICE CONTROL SALT	2,502.32	A -5132-415-000			E SNOW REMOVAL-CHEMICALS-ROAD SALT GRIT	R	05/02/24	05/02/24		0763553
24-01479	05/08/24	AMERIO10 AMERICAN ROCK SALT CO LLC											
			1 BULK SALT ICE CONTROL	19,369.77	A -5132-415-000			E SNOW REMOVAL-CHEMICALS-ROAD SALT GRIT	R	05/08/24	05/08/24		0763753
24-01480	05/08/24	AMERIO10 AMERICAN ROCK SALT CO LLC											
			1 BULK SALT ICE CONTROL	9,851.81	A -5132-415-000			E SNOW REMOVAL-CHEMICALS-ROAD SALT GRIT	R	05/08/24	05/08/24		0763652/0763426
24-01481	05/02/24	ASHLA005 ASHLAND PEST CONTROL INC											
			1 BIRD CONTROL INSPECTION	91.00	A -5110-475-000			E STREETS MAINT-UNCLASSIFIED-PEST CONTROL	R	05/02/24	05/02/24		129032
24-01482	05/02/24	BASIL005 BASIL FORD INC											
			1 TRUCK 13 PLATES AND PANELS	173.36	A -5110-452-000			E STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP	R	05/02/24	05/02/24		538718

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
24-01492	05/10/24	DELAG005	DELAGE LANDEN FINANCIAL SVC 3 STYPA COPIER	Continued 99.41 499.31	A -8090-435-000	E ENVIRONMENTAL - CONTRACTUAL SVCS		R	05/10/24	05/10/24		82502127
24-01493	05/08/24	DELAG005	DELAGE LANDEN FINANCIAL SVC 1 DPW COPIER LEASE PAYMENT	259.00	A -1640-435-000	E DEPT PUBLIC WORKS-CONTRACTUAL SERVICES		R	05/08/24	05/08/24		82503206
24-01494	05/02/24	DISPL005	DISPLAY SALES 1 VETERANS BANNERS FY 23-24	997.00	A -7110-414-000	E PARKS-MATERIALS-OTHER		R	05/02/24	05/02/24		INV2823
24-01495	05/06/24	DIVAL005	DIVAL SAFETY EQUIP. INC. 1 ANNUAL INSPECTION 4GAS METER	150.95	A -3411-479-000	E FIRE DEPT-YRLY SVC & CERTIF/INSPECTION		R	05/06/24	05/06/24		3478045
24-01496	04/29/24	DIVAL005	DIVAL SAFETY EQUIP. INC. 1 PALLET OF ABSORBENT	575.00	A -3411-260-180	E FIRE DEPT-ABSORBENT MATERIALS/FLARES		R	04/29/24	04/29/24		3473398
24-01497	04/29/24	DIVAL005	DIVAL SAFETY EQUIP. INC. 1 LADDER 4 REPAIR & SCBA CYLIND. 2 LADDER 4 REPAIR & SCBA CYLIND.	1,525.00 803.75 2,328.75	A -3411-260-260 A -3411-260-340	E FIRE DEPT-SCBA BOTTLES E FIRE DEPARTMENT - ASSORTED HAND TOOLS		R R	04/29/24 04/29/24	04/29/24 04/29/24		3473962/3469516 3473962/3469516
24-01498	04/26/24	EATON005	EATON OFFICE SUPPLY 1 OFFICE SUPPLIES-DOCKET FOLDERS	633.89	A -1110-401-000	E VLLAGE JUSTICE - OFFICE SUPPLIES		R	04/26/24	04/26/24		PINV1185393
24-01499	04/29/24	EATON005	EATON OFFICE SUPPLY 1 CARDSTOCK FOR CLIMATE SMART	10.32	A -8090-435-000	E ENVIRONMENTAL - CONTRACTUAL SVCS		R	04/29/24	04/29/24		PINV1186952
24-01500	05/10/24	EATON005	EATON OFFICE SUPPLY 1 COPY PAPER CTO OFFICE	85.98	A -1325-401-000	E FINANCE TREASURER - OFFICE SUPPLIES		R	05/10/24	05/10/24		PINV1186954
24-01501	05/10/24	EATON005	EATON OFFICE SUPPLY 1 ENVELOPES FOR PLANNING	30.50	A -8020-401-000	E PLANNING-OFFICE SUPPLIES		R	05/10/24	05/10/24		PINV1186282
24-01502	05/08/24	ECKER005	EMMA ECKERT 1 SECRETARY & MEMBER DUTIES	265.00	A -7520-434-000	E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS		R	05/08/24	05/08/24		5/8/2024
24-01503	05/10/24	ERIEC015	ERIE COUNTY COMPTROLLER 1 TAX CANCELLATION/REFUNDS E.C.	324.98	A -1960-400-000	E SPECIAL ITEMS-PROP TAX CANCEL/REFUND		R	05/10/24	05/10/24		4/19/2024

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	Invoice
24-01524	05/10/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO			E	STREETS MAINT-RESURFACING MATERIALS	R	05/10/24	05/10/24	8308091/8302134
			1 ASPHALT VARIOUS TICKET # S	938.87	A -5110-413-000						
24-01525	05/02/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO			E	STREETS MAINT-PAVING & RECONSTRUCTION	R	05/02/24	05/02/24	8301932
			1 ASPHALT	254.55	A -5110-434-000						
24-01526	05/02/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO			E	STREETS MAINT-PAVING & RECONSTRUCTION	R	05/02/24	05/02/24	830811
			1 ASPHALT	470.16	A -5110-434-000						
24-01527	05/02/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO			E	STREETS MAINT-PAVING & RECONSTRUCTION	R	05/02/24	05/02/24	8295113
			1 HOT PATCH PARK BLVD/MAHOLE	609.16	A -5110-434-000						
24-01528	05/09/24	NYSAS010	NYS ASSOC OF FIRE CHIEFS			E	FIRE DEPT-TRAINING	R	05/09/24	05/09/24	2024
			1 TRAINING SEMINAR REVELAS	35.00	A -3411-470-000						
24-01529	05/02/24	N0000015	N Y S E G			E	STREET LIGHTING-HWY LIGHTING- NYSEG	R	05/02/24	05/02/24	1001-1749-818
			1 CENTRAL&BRADY 3/9/24-4/9/24	35.31	A -5182-438-000						
24-01530	05/08/24	N0000015	N Y S E G			E	NORTH END FIRE HALL - ELECTRIC	R	05/08/24	05/08/24	1001-0038-361
			1 NEFH/LMB/STLTG ET AL	295.06	A -1621-438-000						
			2 NEFH/LMB/STLTG ET AL	819.44	A -1620-438-000						1001-00378-676
			3 NEFH/LMB/STLTG ET AL	4,896.92	A -5182-438-000						1001-3627-707
			4 NEFH/LMB/STLTG ET AL	36.22	A -8510-438-000						1004-7932-537
			5 NEFH/LMB/STLTG ET AL	34.67	A -7550-420-000						1001-8338-308
			6 NEFH/LMB/STLTG ET AL	129.74	A -7110-438-000						1005-2259-743
				6,212.05							
24-01531	05/08/24	N0000015	N Y S E G			E	PARKS-ELECTRIC	R	05/08/24	05/08/24	1003-8596-887
			1 MONUMENT PARK LIGHTING	15.26	A -7110-438-000						
24-01532	05/10/24	N0000015	N Y S E G			E	PARKS-ELECTRIC	R	05/10/24	05/10/24	1004-9304-933
			1 ELECTRICITY HADSALL PARK	94.52	A -7110-438-000						
24-01533	05/10/24	NIAGA005	NIAGARA FRONTIER EQUIP SALES I			E	PARKS-REPAIRS TO EQUIPMENT	R	05/10/24	05/10/24	P79406
			1 REPAIR PARTS SCAG MOWER	495.68	A -7110-453-000						
24-01534	05/08/24	NORTH045	NORTHTRIDGE NURSERY AND GARDEN			E	SHADE TREES-UNCLASSIFIED	R	05/08/24	05/08/24	830229
			1 CHAINLOCK/STARTER- TR.PLANTING	136.80	A -8560-475-000						

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	First Rcvd	Enc Date	Chk/Void Date	Invoice
24-01546	05/09/24	SOUTH010 SOUTHWESTERN ASSOC OF VOLUNTEER	1 ANNUAL DUES TO BELONG	15.00	A -3411-432-000	E FIRE DEPT-DUES & SUBSCRIPTIONS		R	05/09/24	05/09/24		2024
24-01547	05/08/24	STAPL010 STAPLES BUSINESS CREDIT	1 DPW OFFICE SUPPLIES	80.66	A -5010-402-000	E STREETS ADMINISTRATION-OFFICE SUPPLIES		R	05/08/24	05/08/24		6001559878
24-01548	05/08/24	STONE010 STONEBRAKER, NANCY	1 HPC MEETING - MEMBER	90.00	A -7520-434-000	E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS		R	05/08/24	05/08/24		5/8/2024
24-01549	05/10/24	TECHN015 TECHNET MSP LLC	1 COMPUTER NETWORK MAINTENANCE	3,134.00	A -1325-435-200	E FINANCE TREASURER - SVC MAINT CONTRACTS		R	05/10/24	05/10/24		1183/1151
			2 DPW MICROSOFT BASIC BUSINESS	1,228.00	A -5010-403-000	E STREETS ADMINISTRATION-COMPUTER SOFTWARE		R	05/10/24	05/10/24		1183/1151
			3 FD MAIT AGREE +14 MICRO 365	1,653.00	A -3411-477-000	E FIRE DEPT-RED ALERT PROG/INFO & TECH		R	05/10/24	05/10/24		1183/1151
			4 2ND TV LMB PRESENTATIONS	1,641.00	A -1620-200-000	E SHARED SVCS-EQUIPMENT		R	05/10/24	05/10/24		1183/1151
				7,656.00								
24-01550	05/10/24	THOMS005 THOMSON REUTERS - WEST PAYMENT	1 APRIL 2024 SOFTWARE/SUBSCRIP.	144.42	A -1420-409-000	E LAW - LAW BOOKS		R	05/10/24	05/10/24		850109398
24-01551	05/10/24	TOLLS005 TOLLS BY MAIL	1 TOLL CHARGES FOR LFD	2.50	A -3411-432-000	E FIRE DEPT-DUES & SUBSCRIPTIONS		R	05/10/24	05/10/24		17878338976
24-01552	05/02/24	TONYM005 TONY MARTIN AWARDS INC.	1 2024 ARBOR DAY PLAQUE	47.50	A -7110-414-000	E PARKS-MATERIALS-OTHER		R	05/02/24	05/02/24		88096
24-01553	05/08/24	TONYM005 TONY MARTIN AWARDS INC.	1 HIS. PLAQUE PRESERVATION MONTH	70.00	A -7520-401-000	E HISTORIC DISTRICT-OFFICE SUPPLIES		R	05/08/24	05/08/24		88308
24-01554	05/13/24	VERIZ010 VERIZON WIRELESS	1 PHONES MAY 2024	314.04	A -3411-485-000	E FIRE DEPT - CELL PHONES / DATA PLANS		R	05/13/24	05/13/24		342011277-00001
			2 PHONES MAY 2024	48.86	A -1010-485-000	E BOARD OF TRUSTEES - CELL PHONE		R	05/13/24	05/13/24		342011277-00001
			3 PHONES MAY 2024	31.22	A -1210-485-000	E EXECUTIVE MAYOR - CELL PHONE		R	05/13/24	05/13/24		342011277-00001
			4 PHONES MAY 2024	31.22	A -7550-420-000	E CELEBRATIONS-MISC OVERHEAD EXPENSES		R	05/13/24	05/13/24		342011277-00001
			5 PHONES MAY 2024	31.22	A -1325-485-000	E FINANCE TREASURER - CELL PHONE		R	05/13/24	05/13/24		342011277-00001
			6 PHONES MAY 2024	69.21	A -3990-476-000	E DISASTER PREP-MOBILE PH & DATA CARD		R	05/13/24	05/13/24		342011277-00001
			7 PHONES MAY 2024	37.99	A -3989-485-000	E BUILDING INSPECTION-CELL PHONE		R	05/13/24	05/13/24		342011277-00001
			8 PHONES MAY 2024	75.98	A -8560-475-000	E SHADE TREES-UNCLASSIFIED		R	05/13/24	05/13/24		342011277-00001
			9 PHONES MAY 2024	31.22	A -1640-485-000	E DEPT PUBLIC WORKS GARAGE-CELL PHONE		R	05/13/24	05/13/24		342011277-00001

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
24-01554	05/13/24	VERIZON	10 PHONES MAY 2024	37.99	G -8115-485-000	E	ADMINISTRATION-CELL PHONE	R	05/13/24	05/13/24		342011277-00001
				708.95								
24-01555	05/08/24	VERIZON	1 DPW FLEET SOFTWARE APRIL 24	147.75	A -5110-435-000	E	STREETS MAINT-SERVICES MAINT CONTRACT	R	05/08/24	05/08/24		308000056432
			2 DPW FLEET SOFTWARE APRIL 24	147.75	A -5132-430-000	E	SNOW REMOVAL-CONTRACTUAL SERVICES	R	05/08/24	05/08/24		308000056432
			3 DPW FLEET SOFTWARE APRIL 24	147.75	A -7110-414-000	E	PARKS-MATERIALS-OTHER	R	05/08/24	05/08/24		308000056432
			4 DPW FLEET SOFTWARE APRIL 24	147.75	A -8560-476-000	E	SHADE TREES-CONTR REMOVAL BY OTHERS	R	05/08/24	05/08/24		308000056432
			5 DPW FLEET SOFTWARE APRIL 24	147.75	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL SERVICES	R	05/08/24	05/08/24		308000056432
				738.75								
24-01556	05/13/24	VLLA010	VILLAGE OFFICIALS ASSOCIATION			E	EXECUTIVE MAYOR - EXPENSES & TRAVEL	R	05/13/24	05/13/24		5/16/2024
			1 MAY MEETING - L RUDA ATT.	35.00	A -1210-470-000							
24-01557	05/08/24	WMCOR005	MM CORPORATE SERVICES INC			E	REFUSE & GARBAGE-CONTRACT SVCS-DISPOSAL	R	05/08/24	05/08/24		4934114-1342-7
			1 LMB/DPW 8 YARD DUMPSTER APRIL	598.53	A -8160-434-000							
24-01558	05/10/24	WMSCH005	WM SCHUTT & ASSOCIATES, PC			E	BOARD OF TRUSTEES - ENGINEERING	R	05/10/24	05/10/24		34084
			1 SVCS THRU 4/29/2024	10,036.50	A -1010-435-900							
24-01559	05/08/24	WELLS025	WELLS, NICK			E	HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	05/08/24	05/08/24		5/8/2024
			1 HPC - ALTERNATE MEMBER	90.00	A -7520-434-000							
24-01560	05/06/24	WEXBA010	WEX BANK			E	FIRE DEPT-GASOLINE & OIL	R	05/06/24	05/06/24		96900314
			1 FUEL FOR CHIEF VEH. + RESCUE7	565.33	A -3411-416-000							
24-01561	05/08/24	WITME005	WITMER PUBLIC SAFETY GROUP			E	FIRE DEPT-RECRUITMENT/RETENTION PROGRAM	R	05/08/24	05/08/24		INV465707
			1 J.ROBINSON + A. RUDA	87.65	A -3411-440-000							
24-01562	04/29/24	WITME005	WITMER PUBLIC SAFETY GROUP			E	FIRE DEPT-RECRUITMENT/RETENTION PROGRAM	R	04/29/24	04/29/24		VARIOUS
			1 REWARD PROGRAM PURCHASES	291.58	A -3411-440-000							
24-01563	04/29/24	WITME005	WITMER PUBLIC SAFETY GROUP			E	FIRE DEPT-RECRUITMENT/RETENTION PROGRAM	R	04/29/24	04/29/24		VARIOUS
			1 REWARD PROGRAM PURCHASES	879.33	A -3411-440-000							

Total Purchase Orders: 91 Total P.O. Line Items: 135 Total List Amount: 318,242.33 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	4-A	276,139.82	0.00	0.00	276,139.82
	4-G	185.74	0.00	0.00	185.74
	4-H	40,538.02	0.00	0.00	40,538.02
	4-T	0.00	0.00	1,378.75	1,378.75
Total of All Funds:		<u>316,863.58</u>	<u>0.00</u>	<u>1,378.75</u>	<u>318,242.33</u>

Batch Id: FICA Batch Date: 04/26/24 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 4/26/2024 Cr: A -200-000 CASH	5,506.41		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 4/26/2024 Cr: G -200-000 CASH	462.52		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,506.41	0.00	0.00	0.00	0.00	0.00
	G	462.52	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		5,968.93	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	5,968.93
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: 04/26/24 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 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	2,367.38		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	7,719.94		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	302.60		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	1,032.42		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	14,610.42		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	343.51		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 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 4/26/2024 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 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	6,917.35		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	9,454.49		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	651.32		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	6,357.93		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	855.52		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 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 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	6,253.82		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	1,936.03		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	859.37		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: A -200-000 CASH	2,047.98		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 Cr: A -522-000 EXPENDITURE CONTROL	846.83-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 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 4/26/2024 Cr: G -200-000 CASH	2,653.97		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 4/26/2024 Cr: G -200-000 CASH	3,392.04		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	2,976.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 Cr: A -200-000 CASH	12.66		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 4/26/2024 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 4/26/2024 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 4/26/2024 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: 1,291.70-.

LANCASTER VILLAGE
Expenditure Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	70,979.52	0.00	0.00	0.00	0.00	0.00
	G	6,046.01	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		77,025.53	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	77,025.53
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	39	

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

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

Batch Id: FICA Batch Date: 05/10/24 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 5/10/2024 Cr: A -200-000 CASH	5,538.23		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 5/10/2024 Cr: G -200-000 CASH	393.51		2

WARNING: This account would have a negative balance: A -9030-800-000. Balance would be: 932.58-.

WARNING: Control Acct would have a negative balance but error was overridden: A -9030-800-000. Balance would be: 932.58-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,538.23	0.00	0.00	0.00	0.00	0.00
	G	393.51	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		5,931.74	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	5,931.74
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 warnings in this listing, but can proceed with update.

Batch Id: PAYROLL Batch Date: 05/10/24 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 5/10/2024 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 5/10/2024 Cr: A -200-000 CASH	2,392.88		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 Cr: A -200-000 CASH	6,163.96		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 Cr: A -200-000 CASH	499.50		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	110.20		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	11,872.22		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	229.01		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 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 5/10/2024 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 5/10/2024 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 5/10/2024 Cr: A -200-000 CASH	6,955.34		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	12,582.44		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	6,658.51		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	414.89		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 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 5/10/2024 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 5/10/2024 Cr: A -200-000 CASH	8,473.98		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	1,784.51		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	1,499.60		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -200-000 CASH	2,294.46		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 Cr: A -522-000 EXPENDITURE CONTROL	779.44-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 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 5/10/2024 Cr: G -200-000 CASH	2,626.31		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 5/10/2024 Cr: G -200-000 CASH	2,517.65		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 Cr: A -200-000 CASH	3,336.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		36
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		37
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 5/10/2024 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 5/10/2024 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 5/10/2024 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: 1,970.17-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	71,615.67	0.00	0.00	0.00	0.00	0.00
	G	5,143.96	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		76,759.63	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	76,759.63
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: TASC Batch Date: 05/13/24 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	Expenditure	HRA Transcations APRIL 2024	6,053.32		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,053.32	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,053.32	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	6,053.32
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	1	

There are NO errors in this listing.

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

PO #	PO Date	Vendor	Amount	Charge Account	Acct Type	PO Type	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-01472	04/26/24	HIGHM005 HIGHMARK BCBSWNY									
1		HEALTH INSURANCE MAY 2024	21,075.53	A -9060-800-000		E EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS R		04/26/24	04/26/24		MAY 2024
2		HEALTH INSURANCE MAY 2024	1,723.43	G -9060-800-000		E EMPLOYEE BENEFIT-HOSPITAL & MEDICAL INS R		04/26/24	04/26/24		MAY 2024
			<u>22,798.96</u>								
Total Purchase Orders:			1	Total P.O. Line Items:	2	Total List Amount:	22,798.96	Total Void Amount:	0.00		

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	4-A	21,075.53	0.00	0.00	21,075.53
	4-G	1,723.43	0.00	0.00	1,723.43
	Total of All Funds:	<u>22,798.96</u>	<u>0.00</u>	<u>0.00</u>	<u>22,798.96</u>

LISTED CORRESPONDENCE

May 28, 2024

	1 st Motion	2 nd Motion	
1.	_____	_____	Correspondence from the Town of Lancaster Building Department providing a report of building permit applications, inspections, and open complaints that were filed for properties within the Village of Lancaster from May 2, 2024 – May 17, 2024.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
2.	_____	_____	Correspondence from Gavin O'Brien, 175 th Anniversary Committee, providing a Special Events Application for a Kids Night in the Park event to be held on Monday, July 1, 2024, from 6:00 p.m. to 11:00 p.m. at Cayuga Creek Park.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
3.	_____	_____	Correspondence from Kara Stock, Library Director, providing the 2023 Annual Report for the Lancaster Public Library and inviting Village officials to attend upcoming summer events at the library.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
4.	_____	_____	Correspondence from Niagara Frontier Transportation Authority Director of Aviation providing notice that the second and final phase of the full reconstruction of the main runway at the Buffalo Niagara International Airport will take place this summer and there will be another temporary shift in air traffic patterns that may affect residents.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
5.	_____	_____	Correspondence from Katelyn Moore, DPW Clerk Typist, requesting to carry over one (1) week (40 hours) of vacation time into the 2024-2025 fiscal year and to sell back one (1) week (40 hours) of vacation time due to the unexpected medical leave of another office employee at the Department of Public Works during the past year.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
6.	_____	_____	Correspondence from DPW Superintendent Wayne Cisco requesting to carry over five (5) days (40 hours) of vacation time into the 2024-2025 fiscal year.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
7.	_____	_____	Correspondence from Jessica A. Kulpit providing her resignation from the position of Village Prosecutor / Deputy Village Attorney for personal and professional reasons effective immediately upon the appointment of a replacement individual to this position.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	
8.	_____	_____	Correspondence from Daniel Rinow providing his resignation from the position of Acting Village Justice for personal reasons effective 30 days from his letter dated May 23, 2024.
	<i>ACTION -</i>	<i>Rec/File Refer to:</i>	

LISTED CORRESPONDENCE

May 28, 2024

9.	<u> </u>	<u> </u>	Correspondence from Thomas J. Trzepacz, Performance Advantage Company, inviting Village officials to the 2 nd Annual New York State Home Day to celebrate local fire services on Wednesday, May 29, 2024, from 10:00 a.m. to 12 noon at AMDOR’s facility in Lancaster.
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
10.	<u> </u>	<u> </u>	
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
11.	<u> </u>	<u> </u>	
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
12.	<u> </u>	<u> </u>	
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
13.	<u> </u>	<u> </u>	
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
14.	<u> </u>	<u> </u>	
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
15.	<u> </u>	<u> </u>	
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	

LISTED # 1
CORRESPONDENCE
MEETING DATE 5/28/2024

VILLAGE COVER SHEET

MAY 20, 2024 BOARD MEETING

PERMITS ISSUED 23

VILLAGE PERMIT TOTAL

ERECT FENCE	5
INSTALL ROOF	4
DEMOLITION	1
DUMPSTER	3
ERECT GARAGE	1
ERECT SHED	2
INSTALL POOL	1
INSTALL RESIDENTIAL PLUMBING	1
ERECT RESIDENTIAL ALT/ADD	3
ERECT COMMERCIAL ADD/ALT	2
TOTAL PERMITS FOR THE VILLAGE	23

Gary Galbreath	61 Robert Dr.	Residential Alt
Homer Crafters LLC	78 Cotton St.	Garage
Morelli Remodeling Inc.	988 Irwinwood Rd.	Residential Alt
Besroi Construction	2 Lakeside Cres.	Roof
Besroi Construction	130 Irwinwood Rd.	Roof
Joseph Gill	58 Burwell Ave.	Fence
Georgiann Puskar	31 Harvey Dr.	Dumpster
Heather English	209 Aurora St.	Dumpster
Stellar Roofing	22 St. John St.	Roof
J.H. Trucking & Excavating	62 Benson	Demo rear bldg
John English	209 Aurora St.	Residential Alt.
Cellino Plumbing Inc.	267 Lake Ave.	Residential Plumbing
Michael Setlock	20 Sherborne Ave.	Fence
Brian Juda	70 Fairfield Ave.	Shed
Straightline Fencing	76 Banner Ave.	Fence
Jonathan Ryan Poorman	206 Aurora St.	Fence
Thomas Larkin	72 Wayne St.	Fence
155 Lake Avenue LLC	155 Lake Ave.	Commercial Add/Alt
R4DPL Delaware Corp.	6 W Main St.	Commercial Add/Alt
Buffalo RC LLC	60 Lake Ave.	Roof
Alden Pools & Play LLC	5639 Broadway	Pool
Isteak Ahmed	134 Sawyer Ave.	Dumpster
Nicole Bessong	1890 Como Park Blvd.	Shed

Town of Lancaster

Inspections Report

Start Date: 05/02/2024 End Date: 05/17/2024

Inspectors: William T. Revelas, Bryan Pokorski, Craig Blanchard, OLD Robert Rendon, Matt Fischione

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
104.82-4-9	Broadway St	Village Of Lancaster	05/02/2024	Special Use	Matt Fischione	Pass

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 05/06/24</i>						
2024-0263	43 Linden Ave	115.08-1-28	Exterior Property Maint	Open	Justin Kelly	
2024-0266	190 Aurora St	115.07-10-28	Misc	Open	Kevin Roth	Marciano Samuel & W Mary
2024-0267	87 Holland Ave	104.75-2-5	Exterior Property Maint	Open	Laurel Wantuch	
				Open Date: 05/06/24 Total #: 3		
<i>Open Date: 05/08/24</i>						
2024-0273	97 Holland Ave	104.75-2-1	Exterior Property Maint	Open	Richard Rogers	
2024-0274	93 Holland Ave	104.75-2-2	Exterior Property Maint	Open	DTP2 Holding, LLC	
				Open Date: 05/08/24 Total #: 2		
<i>Open Date: 05/09/24</i>						
2024-0279	155 Lake Ave	115.08-1-9	Work w/out Permit	Open	155 Lake Avenue LLC	
				Open Date: 05/09/24 Total #: 1		
<i>Open Date: 05/10/24</i>						
2024-0283	24 Livingston St	104.16-9-10	Exterior Property Maint	Open	Carrie Smith	Timothy Hartnett
2024-0291	Papa's Pizza Oven, 155 Lake Ave	115.08-1-9	Misc	Open		
				Open Date: 05/10/24 Total #: 2		
<i>Open Date: 05/13/24</i>						
2024-0286	59 Caswell St	104.15-15-7	Exterior Property Maint	Open	Rachel Mays	Kenneth Ostrowski
				Open Date: 05/13/24 Total #: 1		
<i>Open Date: 05/14/24</i>						
2024-0292	145 Hinchey Ave	104.11-1-16	Trash/Rubbish	Open	Kevin Harman	
2024-0296	57 Caswell St	104.15-15-6	Work w/out Permit	Open	James Moon	
2024-0298	105 Irwinwood Rd	115.07-1-20	High Grass/Weeds	Open	James Roncone	
				Open Date: 05/14/24 Total #: 3		
<i>Open Date: 05/15/24</i>						
2024-0301	90 Laverack Ave	104.15-16-3	High Grass/Weeds	Open	Gerald Olsen	Gail Thompson
2024-0302	186 Central Ave	104.15-8-12	Exterior Property Maint	Open	Mohammed Noor Elahi	
				Open Date: 05/15/24 Total #: 2		
<i>Open Date: 05/16/24</i>						
2024-0303	49 School St	104.75-5-27.1	High Grass/Weeds	Open	Severyn Development, Inc.	
2024-0304	100 Pardee Ave	115.36-1-11	High Grass/Weeds	Open	Virginia Nowak	
2024-0307	27 Roosevelt Ave	115.11-20-24	Exterior Property Maint	Open	Karen Krzyzkowski	

Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
Open Date: 05/16/24 Total #: 3						
<i>Open Date: 05/17/24</i>						
2024-0308	5294 Broadway St	104.19-3-1	Exterior Property Maint	Open	Duane Redlinski	
2024-0309	5316 Broadway St	104.19-3-24	Exterior Property Maint	Open	Joshua Barnett	
2024-0310	5336 Broadway St	104.19-3-19	Exterior Property Maint	Open	Jerry Synrod	
2024-0311	5386 Broadway St	104.82-1-13	Exterior Property Maint	Open	Aftercare Mgmt. Services LLC	
2024-0312	60 Waltham Ave	115.12-6-18.2	Exterior Property Maint	Open	367 Green Acres, LLC	
2024-0313	76 1st Ave	115.11-13-16	Exterior Property Maint	Open	Kelly Burr	
2024-0314	21 Brandel Ave	104.16-7-19	Interior Property Maint	Open	Travis Copece	
2024-0315	160 Lake Ave	115.08-2-4	Exterior Property Maint	Open	Martin Bortain	
2024-0316	5564 Broadway St	104.83-4-20	Exterior Property Maint	Open	1877 Casa Blanca LLC	
2024-0317	106 Laverack Ave	104.15-17-9	Fire Call Out	Open	Michael Spencer	
2024-0319	90 Laverack Ave	104.15-16-3	High Grass/Weeds	Open	Gerald Olsen	
Open Date: 05/17/24 Total #: 11						
<i>Open Date: 10/22/01</i>						
2017-00719	12 Cayuga Ave	115.26-3-15	Work w/out Permit	Closed	Heinl Robert & W Mika	
Open Date: 10/22/01 Total #: 1						
Grand Total: 29						

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

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

LISTED # 2
 CORRESPONDENCE
 MEETING DATE 5/28/2024

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: <p style="text-align: center; font-size: 1.2em;">Kids Night in the Park</p>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <p style="text-align: center;">Outdoor movie with karaoke and a crafts component</p>	
Event Date(s): <p style="text-align: center;">July 1st, 2024</p>	Event Time(s): <p style="text-align: center;">6pm-11pm</p>
Applicant Name: <p style="text-align: center;">Gavin O'Brien</p>	Event Location: <p style="text-align: center;">Cayuga Creek Park</p>
Individual/Group/Corporation Name Holding Event: <p style="text-align: center;">175th Anniversary Committee</p>	Village Property Affected (If Applicable) <p style="text-align: center;">Cayuga Creek Park</p>
Applicant Address, City, State, Zip: <p style="text-align: center;">10 Livingston St Lancaster, NY 14086</p>	Support Services Requested of the Village (If Applicable) Signage advising of no parking restrictions in spaces adjacent to Cayuga Creek Park on West Main. Additional trash cans. Access to electric on West Main St. and in Cayuga Creek Park.
Applicant Email: <u>obriengavinj@gmail.com</u>	Applicant Phone: <u>716-598-9613</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:
Gavin O'Brien	As above	I'll be on premises for the duration of the event and around all day

Anticipated Peak Attendance Number: <p style="text-align: center;">100</p>	Anticipated Age Range of those in Attendance: <p style="text-align: center;">All ages event</p>
Will Alcohol be consumed? <p style="text-align: center;"><i>Sold by food truck</i> Not as part of the event</p>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <p style="text-align: center;">Karaoke starts at 7pm; movie plays from 9pm to approximately 10:30-11</p>

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

N/A

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

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 and a few in the Cayuga Creek Park

(d) Location of Water Facilities:

No specific water facilities

(e) Location of Electrical Facilities:

Adjacent to the projector

(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:

Parked on West Main in spots adjacent to Cayuga Creek Park

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:



Date:

5/8/24

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.

Buffalo & Erie County Public
LIBRARY
Lancaster Public Library

LISTED # 3
CORRESPONDENCE
MEETING DATE 5/28/2024

May 14, 2024

Mayor Lynne T. Ruda
Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Dear Mayor Ruda:

I am pleased to share our 2023 Annual Report. It highlights the many important services we provided with the help of your continued support. We are focused on serving the literacy and lifelong learning needs of our community.

Also enclosed, please find an invitation to the Friends of the Lancaster Public Library's rib barbecue fundraiser as well as information about our summer kick-off party on Thursday, June 27th at 11:00 a.m. We hope to see you there!

Thank you, again, for all you do for our community.

Sincerely,



Kara Stock
Library Director



The Lancaster Public Library is your source for:

- Books, DVDs, eBooks, eAudiobooks, Magazines, Newspapers, Audiobooks, Music CDs, Large Print Collection, Graphic Novels, Local History,
- Online Databases,
- 19 Public Computers,
- 2 Scanners, Photocopier, Color Printer, WiFi, Storytimes,
- Family Activities,
- STEM Programs, Book Clubs, Computer Classes,
- Mahjong Club, Tai Chi, Yard Games, Craft Kits,
- Literacy Kits, Accessibility Kits
- Memory Kits,
- Citizen Science Kits,
- a Seed Library
- & much more!

All Free!

2023 Statistics

- 247,443 items loaned
- 85,291 individual visits
- 7,439 computer sessions
- 18,345 free Wi-Fi logins
- 18,819 registered borrowers
- 63,439 items available to borrow
- 12,879 people attended programs
- 7,420 reference questions answered

Lancaster Public Library
Service Population: 45,106

Special Thanks To:

- Assemblymember Monica Wallace
- Friends of the Lancaster Library
- Lancaster Elks Lodge
- Lancaster Youth Bureau
- Legislator Frank Todaro
- Senator Patrick Gallivan
- Town of Lancaster
- Village of Lancaster



Contact Us

5466 Broadway
Lancaster, NY 14086
716-683-1120
www.BuffaloLib.org



Open Hours

Monday 10-6
Tuesday 10-9
Wednesday 10-9
Thursday 10-9
Friday 10-5
Saturday 10-5
Sunday 12-5 (Sept. - May)



Staff

Kara Stock
Director

Meagan Carr
Youth Services Librarian

John Benzee
Library Assistant

Joshua Strell
Caretaker

Support Staff & Volunteers

Board of Trustees

Gary Howell
President

Jan Yarborough
Vice President

Kristyn Wind, Secretary

Kenneth Graber, Treasurer

Suzanne M. Jacobs, Trustee

Barbara Tamol, Trustee

David Mazur, Town Liaison

LANCASTER PUBLIC LIBRARY

2023 ANNUAL REPORT

Our mission is to provide an opportunity to access information for learning, recreation, personal growth, and more to the residents of the Town of Lancaster and Erie County via the resources and personnel of the public library.



SUMMER KICK-OFF PARTY!

All
Ages!

Families are invited to celebrate summer with hands-on crafts, sensory activities, a duck game, and a rockin' reading musical performance by The Hill Brothers.



Thursday, June 27
11:00 a.m. - 1:00 p.m.

*Pout-Pout Fish will
make a special
appearance!

Registration begins Thursday, May 30.

*Register: bit.ly/lancasterlibrary
or call 716-683-1120.*



*This event is sponsored by the
Friends of the Lancaster Library.*

Lancaster Public Library
5466 Broadway
Lancaster, NY 14086
716-683-1120



RIB BBQ

SUNDAY, JULY 21

11:30 A.M. UNTIL SOLD OUT

.....

Take Out Only

BW's Rib Dinner: \$15 (CASH ONLY)

Location: Parking lot behind the library

Rib dinner includes:

**Potato salad, coleslaw, roll with butter
& a home baked cookie**

.....
**Sponsored by the Friends of the Lancaster Library. All proceeds
will help keep the library open on Sundays during the school year.**
.....

**Lancaster Public Library
5466 Broadway
Lancaster, NY 14086
716-683-1120**

 Buffalo & Erie County Public
LIBRARY

www.BuffaloLib.org



Niagara Frontier Transportation Authority
nfta.com

181 Ellicott Street
Buffalo, New York 14203
716-855-7300
Fax: 716-855-7657
TDD: 855-7650
www.nfta.com

LISTED # 4
CORRESPONDENCE
MEETING DATE 5/28/2024

May 20, 2024

Hon. Lynne Ruda
Mayor of the Village of Lancaster
5423 Broadway
Lancaster, NY 14086

Re: BNIA construction this summer

Dear Mayor Ruda:

Consistent with our public messaging last year, the second and final phase of the full reconstruction of the main runway at the Buffalo Niagara International Airport will take place this summer. As with the first phase last summer, a temporary shift in air traffic patterns will result. We are grateful for the continued patience of our neighbors as we make critical investments in BNIA, which generates approximately \$1.7 billion in annual economic activity, supports nearly 12,000 jobs and generates \$127 million in annual state and local tax contributions.

Neighbors who express understandable concerns about shifting air traffic patterns may wish to be made aware that this shift in air traffic patterns is not permanent, but temporary. Additionally, in recent days we have worked with our contractors to minimize the extent and duration of the closure and the resultant traffic pattern shift to the greatest extent possible. This table shows the current closure schedule:

June 1 st and June 2 nd only	Overnight closure only (9:00 p.m. to 5:00 a.m.)
July	Overnight closure only (9:00 p.m. to 5:00 a.m.)
August and September	Full 24/7 closure
October	Overnight closure only (9:00 p.m. to 5:00 a.m.)

Again, we are grateful for the patience of the communities we serve as we make this significant and necessary infrastructure investment. This is the first full reconstruction of BNIA's main runway since 1948. Thank you very much for your leadership.

Sincerely,

Lee Weitz
Director, Aviation



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

Katelyn Moore
Clerk Typist
E-Mail: kmoore@lancastervillage.org

May 10, 2024

Honorable Members of the Village Board,

I, Katelyn Moore, am requesting to carry over one week of vacation into Fiscal Year 2024-25 and sell back one week of vacation. This would be a total of 80 vacation hours. With Marlene being off on medical leave, I did not think it was a responsible nor ethical decision to take my vacations and leave the Department of Public Works office unattended, so my planned vacations were postponed.

According to the clerical contract which I follow, in Section 4, Subsection C, it reads: "Unused vacation time shall be taken before the end of the fiscal year and is not cumulative. Vacation unused at the end of the fiscal year is forfeited. However, the Village Board, upon receipt of a written request from an employee, may alter the foregoing provision on a case-by-case basis. In addition, an employee may sell back one week vacation at such time as approved by the Department Head."

I greatly appreciate your time and consideration on this matter.

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

Sincerely,

Katelyn Moore
Clerk Typist
5200 Broadway, Lancaster, NY 14086
(716) 683-1028 x 300

LISTED # 6
CORRESPONDENCE
MEETING DATE 5/28/2024



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 20, 2024

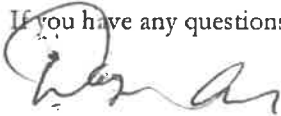
Village of Lancaster
Attn: Michael Stegmeier
5423 Broadway
Lancaster, NY 14086

RE: Vacation Time Carry-Over Request

Honorable Members of the Village Board,

This letter is to formally request approval to carry over 5 days (40 hours) of vacation time into the upcoming fiscal year.

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



Law Offices of
Jessica A. Kulpit

LISTED # 7
CORRESPONDENCE
MEETING DATE 5/28/2024

Law Offices of Jessica A. Kulpit
The Cornell Mansion
484 Delaware Ave
Buffalo, NY 14202
Phone 716-254-0172 | Fax 716-883-2163
www.KulpitLaw.com

May 22, 2024

Mayor Lynne Ruda
Village of Lancaster Board
5423 Broadway
Lancaster, NY 14086
VIA EMAIL ONLY

RE: Village Prosecutor/ Deputy Village Attorney

Dear Mayor Ruda,

I write this letter to memorialize my resignation from the Village of Lancaster as the Deputy Village Attorney/ Village Prosecutor. I have served in this capacity since June 2021 and have greatly enjoyed working with the Village Board and our residents. It is my understanding the Board may select and appoint my replacement on or about May 28, 2024. As such, I request my resignation occur simultaneously.

Since my appointment, I have had an opportunity to handle all prosecutions of violations in the Village. This includes, but is not limited to dangerous dog hearings, housing code violations, and traffic matters. Further, I have worked with the Board in HR issues and investigations, attended, and participated in Board meetings, assisted with legal issues and provided advice when called upon. Since my appointment I have learned a great deal in our governmental workings and enjoyed watching the Village flourish under this administration.

Unfortunately, given my personal and employment commitments I cannot effectively continue in this position. I greatly appreciate the trust and time the Board has given me in this appointment and will miss working with our Court team and the Board. Thank you for your time and consideration. Please do not hesitate to contact my office with further questions or concerns.

Sincerely,

/s/ Jessica A. Kulpit
Jessica A. Kulpit, Esq.

HON DANIEL RINOW
Associate Judge Village of Lancaster
5423 Broadway
Lancaster, New York 14086

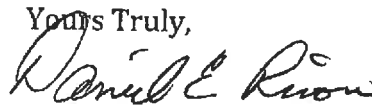
May 23, 2024

Mayor Ruda and Village Trustees
5423 Broadway
Lancaster, NY 14086

Dear Mayor Ruda and Village Trustees

After giving this matter great consideration I have decided to step down as Associate Judge of the Village of Lancaster. This is based upon many factors, but the main reason is my desire to spend more time with my family. I am extremely grateful for being given the opportunity to serve the people of the Village of Lancaster for the past 14 years. My resignation will take place 30 days from today in order to provide an opportunity to find a replacement.

Yours Truly,



HON DANIEL RINOW

CC: Hon Paul T Bumbalo



LISTED # 9
CORRESPONDENCE
MEETING DATE 5/28/2024

May 1, 2024

Dear Mayor Ruda

We are pleased to announce that the 2nd Annual New York State Home Day to celebrate our Fire Service will be held on Wednesday May 29, 2024, from 10:00 AM to 12 Noon at AMDOR's facility in Lancaster. We look forward to welcoming you, your staff, as well as representatives from the local, State and Federal government plus officials from local first responder agencies to tour our facilities.

Our Home Day event will be a great opportunity to discuss important aspects of the fire and emergency services industry, as well as issues the sector faces.

Co-hosting the event will be AMDOR and Performance Advantage Company (PAC) of Lancaster, Sound Off Signal of Buffalo and Ward Fire Apparatus of Horseheads. We will be joined by local fire departments including Bowmansville, Lancaster, and Bellevue.

This event will augment our brief time in Washington DC earlier this week, when we met with Congressional Representatives and Senators to discuss funding for the AFG (Assistance to Firefighters Grant) and SAFER (Staffing for Adequate Fire and Emergency Response) programs. FAMA (the Fire Apparatus Manufacturers' Association) and FEMSA (the Fire and Emergency Manufacturers and Services Association) are not-for profit associations representing manufacturers and service providers to the fire and emergency services industry. These two organizations have united to form a joint Governmental Affairs Committee (GAC) reaching out to members of Congress and their staff to build awareness of the industry and to offer resources to you and your offices as a source of information about the first-responder community. In many respects, we view ourselves as the industry that helps first responders save lives.

We will contact your scheduler prior to the event to discuss the date and time noted above. We are hopeful we can host you, your staff, and other representatives for a visit on Wednesday May 29 at our Home Day event.

Sincerely,

Thomas J. Trzepacz

Thomas J. Trzepacz
Vice President
Performance Advantage Company
tom@pactoolmounts.com

	1 st Motion	2 nd Motion	
1.			Resolution authorizing Mayor Ruda to sign and submit a Certified Local Government (CLG) grant application to the NYS Office of Parks, Recreation, and Historic Preservation for the development and creation of a Guide to Historic Home Preservation; and further to certify that the Village of Lancaster will commit funds to provide a 40% match towards the cost of the project as required under the terms of the grant agreement.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.			Resolution to accept and approve the following membership changes for the Lancaster Fire Department as accepted at the Department meeting on May 14, 2024: <ul style="list-style-type: none"> - Resignation of Pedro Macias from the Protective Hose Company. - Change from Active to Inactive Life Status for Anthony Fiorilli of the Rescue, Hook & Ladder Company.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.			Resolution to approve the following budget transfer for the Lancaster Fire Department towards the purchase of helmets for junior firefighters from Dival Safety: <ul style="list-style-type: none"> - \$315.24 from A-3411-26034 (Assorted Hand Tools) to A-3411-2602 (Helmets & Supplies).
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.			Resolution to approve the rate structure for the use of Electric Vehicle (EV) Charging Stations in the Village of Lancaster as follows: <ul style="list-style-type: none"> - Energy Delivered Price - \$0.20 per kWh - Idle Parking Time Price - \$5.00 per hour parked after charging completed - Grace Period After Charging - 45 Minutes
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.			Resolution authorizing Mayor Ruda to sign and execute the Renewal Agreement with CSEA Employee Benefit Fund related to dental and vision benefits for Village of Lancaster employees through May 31, 2026.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
6.			Resolution authorizing Mayor Ruda to sign and execute a Pyrotechnic Display and Services Agreement with Skylighters of New York, LLC for a fireworks show on July 4, 2024 in the amount of \$15,000.00 as part of the Independence Days celebration.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

RESOLUTIONS

May 13, 2024

7.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	Resolution to approve the Sales Order and Agreement from ADP, Inc. for Workforce Now Time & Attendance services in the annual amount of \$1,486.80 to install a new biometric clock at the Department of Public Works to re-implement automatic time punches as part of the standard payroll process.
8.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	Resolution to approve the purchase of a 2024 R-52 remote-control (RC) mower from Stephenson Equipment, Inc., in the amount of \$61,000.00, as a sole source provider for RC mowers in New York State as affirmed by Superintendent Cisco, with funds allocated from assigned fund balance in the General Fund.
9.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	Resolution to approve and adopt the Village of Lancaster Climate Resilience Plan as presented and dated May 2024.
10.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
11.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
12.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
13.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
14.	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

NEW YORK STATE CERTIFIED LOCAL GOVERNMENT SUBGRANT APPLICATION FY 2023

Applicant Village of Lancaster

CERTIFICATION OF MATCH

State of New York

County of _____

I, _____, being duly sworn, do depose and say that as the
(name)

_____ of the _____ duly authorized by
(title) (CLG)

_____ of the _____ on _____, do hereby
(action) (legislative body) (date)

certify that \$ _____ will be available as of _____, to match
(match amount) (date)

Federal Historic Preservation Fund monies which the CLG has requested under the Certified Local Government subgrant program administered by the New York State Office of Parks, Recreation and Historic Preservation, as authorized by the National Historic Preservation Act Amendments of 1980 and the "Procedures for Transfer of Historic Preservation Funds to Certified Local Governments."

Signature: _____

Date _____

Sworn to before me the

_____ day of _____, 20____.

Notary Public

RESOLUTION # 2
MEETING DATE 5/28/2024

Lancaster Fire Department



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

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

Lancaster Fire Department Memorandum

DATE: May 21, 2024

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

FROM: Department Secretary Aaron Ruda

RE: Lancaster Fire Department Roster Changes for May 28, 2024 LVB Meeting

The member listed below resigned from the rolls of the Lancaster Fire Department and his letter of resignation was accepted at the Fire Department Meeting on May 14, 2024.

Pedro Macias - Protective Hose Company

Also, the following member requested, and was granted a change in his membership status from Active to Inactive Life at the Fire Department Meeting on May 14, 2024.

Anthony Fiorilli - Rescue Hook & Ladder Company

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

Sincerely,

Aaron Ruda

Aaron Ruda
Lancaster Fire Department Secretary

Lancaster Fire Department



RESOLUTION # 3
MEETING DATE 5/28/2024

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

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

5/22/2024

Mayor Ruda and Honorable Village Board,

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

Please transfer:

\$315.24 From budget line 1.3411.26034 ASSORTED HAND TOOLS to budget line 1.3411.2602 HELMETS AND SUPPLIES.

The budget line that we are asking for a transfer from has sufficient funds to cover the other budget line shortage. This purchase was done using the Lancaster Village procurement policy.

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: 5/13/2024 Invoice #: 3486172

Description of services or materials:

3 HELMETS FOR JUNIOR FIRE FIGHTERS

Fund Appropriation Code	Amount
1.3411.2602	\$861.54

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

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

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: 5/22/2024



INVOICE

DiVal Safety Equipment, Inc. • 1721 Niagara St. • Buffalo, NY 14207 • Tel 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
5423 BROADWAY
ATTN:Chief Eric Feldmann
LANCASTER NY 14086

CUSTOMER
NUMBER
103603

REPRINT FROM HISTORY
TERMS
NET 30 DAYS

INVOICE
DATE
5/13/24

INVOICE
NUMBER
3486172

ORDER
NUMBER
79885 / 00

CUSTOMER
PURCHASE ORDER
PXSOR

SALES
REPRESENTATIVE
JIM DICK

INSTRUCTIONS
ODSP FIRE BUFFALO

<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>
3	3		EA	PXSOR Bullard PX series helmet w/4" DiVal stocking U/M: (3 EA) face shield, base model, org *** CUSTOMER DOES NOT REQUIRE A VOUCHER *** THANK YOU! Invoice due: 6/12/24	\$325.00000	\$975.00

APPLIED CREDIT PENDING ON ACCOUNT -113.46

<u>Subtotal</u>	<u>Tax Pct</u>	<u>Sales tax</u>	<u>Total</u>
\$861.54	.000		\$861.54

Proposal: Electric Vehicle Charging Station Pricing Structure

To ensure the sustainability and effectiveness of our EV charging infrastructure, we propose the following rate structure for your consideration:

- 1. Per kWh Pricing:** We propose charging users a competitive rate of \$0.20 per kilowatt-hour (kWh) for the energy consumed during the charging process. This rate is based on the average charging costs in our region and covers the operational expenses thereby minimizing the financial burden on the village.
- 2. Time-Based Pricing:** In addition to the energy-based pricing, we recommend implementing a time-based pricing component to encourage efficient use of the charging stations and prevent overstay. After the charging session is complete, users will be charged an additional fee of \$5 per hour for every hour they occupy the charging spot beyond the completion of charging. The time-based pricing structure incentivizes users to promptly vacate the charging spot after their session is complete, ensuring availability for other EV owners and maximizing the utilization of our charging infrastructure.
- 3. Grace Period:** To accommodate users who may need a few extra minutes to unplug their vehicles after charging is complete, we propose implementing a 45-minute grace period after the charging session ends. During this grace period, no additional fees will be applied.

Summary

Energy Delivered Rate Price \$0.20/kWh	Idle Parking Time Rate Price \$5.00/hr parked	Grace Period After 45 min
---	--	-------------------------------------

We welcome any feedback or suggestions from the village board and look forward to your consideration of this proposal.

Mike Stegmeier

From: Diedra Villa <dvilla@CSEAEBF.ORG>
Sent: Friday, May 17, 2024 7:48 AM
To: Lynne T. Ruda
Cc: Mike Stegmeier; Mike Wagner
Subject: Village of Lancaster DPW contract with CSEA EBF
Attachments: 2022-2026 181 Village of Lancaster DPW - EBF Contract.pdf

Ms. Ruda,

Attached you will find the Contract between the **Village of Lancaster DPW** and the CSEA EBF.

As you are aware, in order to implement the benefit(s) we must have a jointly signed document which outlines the respective obligations.

Please review and sign at your earliest convenience.

In order to execute the contract, date the first page and sign the last page of the contract.

Please sign and return 1 contract via email and keep a copy for your records.

If you have any questions, please contact me.

Warm regards,

Diedra Villa

Marketing Administrative Assistant | CSEA Employee Benefit Fund

dvilla@cseaebf.org | 800-323-2732 x805 | www.cseaebf.com | F 518-782-9979



THIS RENEWAL AGREEMENT, made this _____ day of _____, 20____, between **VILLAGE OF LANCASTER (DPW)** (hereinafter the EMPLOYER) with offices located at 5423 Broadway, Lancaster, New York 14086 and the **CSEA EMPLOYEE BENEFIT FUND** (hereinafter the FUND), a Trust, with offices located at One Lear Jet Lane, Suite One, Latham, New York 12110-2395.

WHEREAS, the parties have heretofore entered into an agreement dated August 18, 1989 (the “Original Agreement”), for the provision by the FUND of certain benefits to the EMPLOYER’S covered employees, which Original Agreement was most recently extended by Renewal Agreement dated July 31, 2020 (as extended, the “Agreement”), and

WHEREAS, the parties desire to continue the provision of said benefits upon the terms and conditions contained in the Agreement, except as modified hereby,

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. The FUND shall provide benefits to the EMPLOYER’S covered employees under the following benefit PLAN(S) established by the FUND:

**DUTCHESS DENTAL PLAN
PLATINUM 12 VISION PLAN**

2. The EMPLOYER shall pay the FUND the following amounts per covered employee per month:

A. DUTCHESS DENTAL PLAN – COMPOSITE COVERAGE

- (i) from June 1, 2022 to June 30, 2022, \$154.53;
- (ii) from July 1, 2022 to June 30, 2023, \$165.35;
- (iii) from July 1, 2023 to June 30, 2024, \$167.00;
- (iv) from July 1, 2024 to June 30, 2025, \$168.67;
- (v) from July 1, 2025 to May 31, 2026, \$170.36.

B. PLATINUM 12 VISION PLAN – COMPOSITE COVERAGE

- (i) from June 1, 2022 to June 30, 2022, \$27.35;
- (ii) from July 1, 2022 to June 30, 2023, \$27.35;
- (iii) from July 1, 2023 to June 30, 2024, \$27.35;
- (iv) from July 1, 2024 to June 30, 2025, \$27.35;

(v) from July 1, 2025 to May 31, 2026, \$27.35.

3. Notwithstanding the foregoing, the EMPLOYER's contribution to the cost of the Dutchess Dental Plan on behalf of covered employees hired after May 31, 2013 shall not exceed ninety (90%) percent of the per month cost of such coverage (such amount, the "Cap"). The cost of coverage in excess of the Cap shall be paid by each employee by means of a payroll deduction item which shall remain in effect for the duration of this Renewal Agreement.

4. Article I, Section 5 of the Agreement is hereby deleted and replaced with the following:

"5. DEPENDENT shall mean, with respect to a Covered Employee who is eligible to receive Fund-provided benefits as determined by the Trustees, one of the following:

- (a) the covered employee's spouse, provided that the parties are not legally separated and further provided that the employee's spouse is not a covered employee under any benefit plan established by the FUND; spouse includes a person of the same sex to whom the covered employee was married in a marriage ceremony legally performed in a jurisdiction permitting same sex marriages;
- (b) children of the covered employee under the age of twenty-six (26) years;
- (c) stepchildren under the age of twenty-six (26) years;
- (d) legal wards of the covered employee under the age of twenty-six (26) years, as to whom a court decree has been entered granting legal guardianship to the covered employee;
- (e) children, stepchildren, and legal wards of the covered employee who were mentally or physically disabled before reaching the age of twenty-six (26) years and who are incapable of self-support can be covered without regard to age;

provided, however, that said children in (b) through (e) above shall not be deemed dependents of both the covered employee and the covered employee's spouse;"


5. This Renewal Agreement is effective as of June 1, 2022 and shall terminate on May 31, 2026, subject to continuation pursuant to the terms of Article IX, Section 2 of the Agreement and subject to earlier termination by virtue of the decertification of CSEA as the representative of the employees in the bargaining unit required to be covered under this Agreement.

6. Except as expressly modified herein, the terms and conditions of the Agreement are hereby ratified and affirmed and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement the day and year first above written.

CSEA EMPLOYEE BENEFIT FUND

VILLAGE OF LANCASTER

By: 
William F. Howard, Director

By: _____
Lynne Ruda, Mayor



RESOLUTION # 6
MEETING DATE 5/28/2024

PYROTECHNIC DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "agreement"), made and entered into this 17th day of May, 2024 by and between SKYLIGHTERS of New York LLC. (here in after referred to as "SELLER") and Village of Lancaster (Herein after referred to as "BUYER").

This is a one year agreement.

This is a three year agreement, starting on the below dates and time. Agreement binds BUYER to use SELLER as sole provider for pyrotechnic displays and services for three years, final compensation amount for years two and three of the agreement can be determined at original signing, or annually by January 31st of said year and will follow compensation specifications as outlined below. Three year agreement entitles BUYER to more product added to the display each year. (All product is based on current cost of that year and annual compensation amount.)

Any agreement paid in full by May 1st of the agreement year will entitle BUYER to % more Product added to that years display.

- 1. THE TIME AND PLACE: POSTPONEMENT/CANCELATION:** SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display at approximately 10pm on the day of July 4, 2024. BUYER is responsible for gaining access to the set-up location on the SELLER'S behalf. The display will be executed at the following:

Location & Address: St. Mary's of Assumption, 1 St. Mary's Hill, Lancaster, NY 14086

Weather permitting. An alternative inclement weather day is hereby designated to be N/A the same time and place set forth, herein above. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at the time of the display. In the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have exclusive right to postpone the starting time of the display and/or delay the display in its entirety; until conditions have improved and are appropriate for the safety of all involved, or until inclement weather date as set forth herein above.

- 2. INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER, BUYER and , to be insured and covered for \$5,000,000 Each Accident. \$5,000,000 General Aggregate, \$5,000,000 products-comp/ops Agg. In the event greater liability insurance limits are required, the additional cost is to be paid by BUYER.
- 3. SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following:

SKYLIGHTERS OF NEW YORK, LLC
MATT SHAW – OWNER / OPERATOR

P.O. BOX 1357
ORCHARD PARK, NY 14127

<http://www.skylightersfireworks.com/>
716-903-3291

- a. Adequate security personnel;
- b. Barricades, Ropes with flags, etc. to barricade all covered (dangerous) areas to spectators;
- c. Traffic patrolmen;
- d. As necessary:
 - i. security guards for crowd control and clean up personnel to remove litter left by spectators or any other persons other than SELLER;
 - ii. Trash receptacles as necessary for spectators;
 - iii. "No Parking" signs and directional signs;
 - iv. Sufficient space (as determined by shell size) for the proper and safe display of said pyrotechnic display. Such space to be clear and free of all persons except those employed by SELLER; and clear of any and all equipment, vehicles, structures, or items of any other kind not authorized or put in place by SELLER.

4. LICENSES OR PERMITS: SELLER shall be responsible to obtain, for SELLER's benefit, any state, city or any other licenses or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance, or any other items required by the licensing authorities for issuance of such licenses or permits.

5. COMPENSATION: Compensation shall be made to the SELLER hereunder as follows: 50% at the signing of this agreement, due no later than 90 days from the display date with the balance due before the service has been provided . The total amount of this contract is \$15,000.00

Our 3% cash/check discount will be removed for credit card payments.

(*if three year contract, Year 1 \$_____, Year 2 \$_____, Year 3 \$_____). In the event of BUYER failure to pay all sums due within thirty days of display, SELLER shall be entitled to collect from BUYER its reasonable cost of collection, including interest and reasonable attorney's fees. If, for any reason other than as addressed herein above BUYER wishes to cancel this agreement, there will be a cancellation fee in the amount of fifty percent of the total contract price hereunder for the cancellation of a one year contract; and an additional fifteen percent fee of the total contract price for each year cancelled with a undetermined budget for the cancellation of a three year contract; to be paid to or retained by SELLER. Any applicable state or local taxes will be payable by the BUYER. Should the setup of the display require a multi-day setup it is up to the BUYER to provide security for the display site.

6. POINT OF CONTACT THE DAY OF EVENT

NAME & DIRECT PHONE NUMBER: _____

7. This agreement may be executed in counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

8. SUBJECT TO ATTACHED SCHEDULE A.

This CONTRACT is binding only after it has been signed by all parties hereto and returned to the SELLER with the required deposit as forth herein above.

BY: _____

BY: _____

DATE: 05/17/2024

DATE: _____

SELLER

BUYER

Schedule A

To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless the Village of Lancaster, St Mary's of the Assumption Church and their employees from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of the agreement provided that any such claim, damage, liability, loss or expense is:

- 1) attributable to bodily injury, sickness, disease or death, or physical injury to tangible property and
- 2) is caused in whole or in part by any actual or alleged:
 - a) act or omission of the Seller or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
 - b) a violation of any statutory duty, regulation, ordinance, rule or obligation by the Seller provided that the violation arises out of or is in any way connected with the Seller's performance or lack of performance of the agreement.

Seller shall purchase and maintain insurance providing Commercial General Liability (CGL) coverage with limits of insurance of not less than \$5,000,000. The Village and St Mary's of the Assumption Church shall be included as an additional insured. Insurance for the Village as additional insured shall be as broad as the coverage provided for the named insured Seller. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance. A Certificate of Insurance identifying the Village of Lancaster, NY and St Mary's of the Assumption Church as additional insureds shall be provided to the Village. Attached to each certificate of insurance there shall be a copy of the additional insured endorsement that is part of the Seller's commercial general liability policy. The Certificate of Insurance and attachments shall be provided to the Village no later than June 15th 2024.

By: 

Date: 5/17/24

Seller

By: _____

Date: _____

Buyer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2024

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

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

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Axis Surplus Insurance Company	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Skylighters of New York LLC PO Box 1357 Orchard Park NY 14127	7847														

COVERAGES **CERTIFICATE NUMBER: 246222431** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8GL00259-231	12/5/2023	12/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00022-231	12/5/2023	12/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			P-001-000056857-06	12/5/2023	12/5/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: July 4, 2024
Location: St Mary of the Assumption
Additional Insured: Village of Lancaster, St Mary of the Assumption is name as additional insured on a primary and non-contributing basis, including a waiver of subrogation

CERTIFICATE HOLDER

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

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

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

PRODUCER Acisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100		FAX (A/C, No): 216-658-7101
	E-MAIL ADDRESS:		
INSURED Skylighters of New York LLC PO Box 1357 Orchard Park NY 14127	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest National Insurance Company		10120
	INSURER B : Axis Surplus Insurance Company		26620
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 393646215 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			S18GL00259-231	12/5/2023	12/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00022-231	12/5/2023	12/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000056857-06	12/5/2023	12/5/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: 7/4/24
Location: 1 St. Mary's Hill
Additional Insured: St. Mary's of the Assumption
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER

CANCELLATION

St. Mary's of the Assumption 1 St. Mary's Hill Lancaster NY 14086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.</p> <p>Village of Lancaster, St Mary of the Assumption is name as additional insured on a primary and non-contributing basis, including a waiver of subrogation</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Village of Lancaster, St Mary of the Assumption is name as additional insured on a primary and non-contributing basis, including a waiver of subrogation

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Company Information

Village Of Lancaster
5423 Broadway St
Lancaster, NY 14086-2148
United States

Executive Contact

Michael Stegmeier
Treasurer
mstegmeier@lancastervillage.org
(716) 683-2105

RESOLUTION # 7
MEETING DATE 5/28/2024



50

Total
Employees



\$0.00

Implementation
Costs



\$1,486.80

Total Annual
Investment

Expiration
6/20/2024

ADP Sales Associate

Alyssa Shankweiler
Workforce Management District Manager
alyssa.shankweiler@adp.com
(610) 236-7067

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

Sales Order

Quote Number 02-2024-322913 1



Company Information

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5423 Broadway St
Lancaster, NY 14086-2148
United States

Executive Contact

Michael Stegmeier
Treasurer
mstegmeier@lancastervillage.org
(716) 683-2105

Recurring Fees and Considerations

Number of Employees: 50 on Village Of Lancaster , Company Code TJJL



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
InTouch DX Bar Code Clock	1	-	-	\$106.95	\$106.95	\$1,283.40
InTouch DX QuickPunch Plus Option	1	-	-	\$16.95	\$16.95	\$203.40



Total Annual Investment

Total Annual

Workforce Now Services

\$1,486.80



Other Considerations
Implementation

Total



Important Project and Billing Information

Other

ADP Fees for service frequency and method will follow that of the parent company code. ADP will send all invoices to mstegmeier@lancastervillage.org

Expiration Date: 6/20/2024

Summary			
Estimated Annual Net Investment:	<u>\$1,486.80</u>	Total Net Implementation:	<u>\$0.00</u>

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Thank you for your consideration



ADP Workforce Now
Master Services Agreement



ADP, Inc.: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Village Of Lancaster
5423 Broadway St

Lancaster, NY 14086-2148, United States

Attention
Michael Stegmeier

(Effective Date)

This Amendment modifies, amends, and supplements the terms and conditions of the ADP Workforce Now® Master Services Agreement, Global Master Services Agreement, or such equivalent terms and conditions or agreement between ADP and Client (the "Agreement"). ADP and Client agree that ADP shall provide Client with the following additional services in accordance with the terms set forth herein and in the Agreement. It is understood that to the extent this Amendment modifies an Agreement that does not include any reference to annexes as set forth herein, references to such annexes are for illustration purposes only and do not define, limit, or otherwise affect the meaning of any provisions hereof or as set forth in the Agreement. The terms set forth in each annex listed below and attached hereto are incorporated into the Agreement in full by this reference as if set forth in full therein.

ANNEX A:	GENERAL TERMS AND CONDITIONS
APPENDIX:	DATA PRIVACY

THIS IS A PROPOSAL ONLY.

Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2023 ADP, Inc. ADP and the ADP Logo are registered trademarks of ADP, Inc. [ADP Check is a trademark of ADP, Inc. and is a registered service mark of ADP, Inc.]



1 Definitions

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4 "Affiliate" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.
- 1.5 "Agreement" means this ADP Workforce Now - Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, the Sales Order(s), all exhibits, annexes, addendum, appendices and schedules, and each amendment, if any.
- 1.6 "API" means application programming interface.
- 1.7 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.8 "Client" has the meaning set forth on the cover page.
- 1.9 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.10 "Client Group" means Client and Client's Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.11 "Client Infringement Event" means (i) any change, or enhancement, or use of, the Services made by Client or a third party on behalf of Client other than at the direction of, or as approved by, ADP, or (ii) Client's failure to use the most current release or version of such computer software programs included in the ADP Application Programs, or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.12 "Confidential Information" means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.13 "Data Security Breach" means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.14 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.15 "Effective Date" has the meaning set forth on the cover page.
- 1.16 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.17 "Go-Live Date" means the date of commencement of the first live processing of any given Service.
- 1.18 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.19 "Improvements" has the meaning set forth in Section 5.4.
- 1.20 "Indemnitees" has the meaning set forth in Section 6.3.
- 1.21 "Indemnitor" has the meaning set forth in Section 6.3.
- 1.22 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.23 "Internal Business Purposes" means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.24 "NACHA" means the National Automated Clearing House Association.
- 1.25 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.26 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.27 "Personal Data" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.28 "Sales Order(s)" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.29 "Services" means the services listed in any Sales Order (including implementation services related thereto and ADP Application Programs), and such other services as the parties may agree to be performed from time to time.
- 1.30 "SOC 1 Reports" means any routine Service Organization Control 1 reports.
- 1.31 "Termination Event" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain



relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

1.32 "Unauthorized Third Party" means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.33 "User" means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

2.1 Provision of Services. ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.

2.2 Cooperation. ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services. In the event a Client migrates from any other ADP service or platform, Client consents to ADP transferring Client data from such platform to ADP Workforce Now.

2.3 Use of Services. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4 Errors. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5 Records. Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

2.6 Third Party Services Available through or Integrated with the Services. At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

3.1. Applicable Laws. Each party will comply with applicable laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2. Design of the Services. ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3. Online Statements. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4. Data Privacy Appendix. The Data Privacy Appendix is attached as an appendix to this Agreement.

4 Confidentiality

4.1 General. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of



the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

5.1 Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

6.1 ADP Indemnity. Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2 Client Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.



6.3 Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the “**Indemnitee**”) shall promptly notify the indemnifying party (the “**Indemnitor**”) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee’s failure to promptly give notice to the Indemnitor shall affect the Indemnitor’s obligation to indemnify the Indemnitee only to the extent the Indemnitor’s rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

7.1 Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party’s aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Ordinary Cap**”).

7.2 Extraordinary Cap. As an exception to Section 7.1, if damages arise from a breach of Section 4.1 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year for all Services (the “**Extraordinary Cap**”). For the avoidance of doubt, in no case shall either party’s aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year for all Services.

7.3 Matters not Subject to Either Cap. The foregoing limits on liability shall not apply to the following:

7.3.1 Either party’s Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, “Gross Negligence” shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;

7.3.2 The infringement indemnity set forth in Sections 6.1 and 6.2;

7.3.3 Client’s obligations to pay the fees for Services;

7.3.4 ADP’s obligations to provide credit monitoring as set forth in Section 10.2;

7.3.5 Client’s funding obligations in connection with the Payment Services;

7.3.6 Loss or misdirection of Client funds in possession or control of ADP due to ADP’s error or omission;

7.3.7 In connection with the ADP Employment Tax Services set forth in Annex B, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP’s error or omission in the performance of such Service. The provisions of this Section 7.3.7 shall only apply if (x) Client permits ADP to act on Client’s behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP; and

7.3.8 Client’s biometrics indemnity set forth in Annex C.

7.4 Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.

7.5 No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP’s or Client’s Gross Negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client’s Users sharing or allowing access to a User’s password, User ID, or other form of user authentication, or (iii) ADP’s or Client’s breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimers

8.1 Warranties. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED “AS IS” AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM



FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

- 9.1 **Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any SOC 1 Reports (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 **Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, including the ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.
- 9.4 **Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to the Services, including the ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

- 10.1 **Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 **Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 Payment Terms

- 11.1 **Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 **Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 **Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if (i) this Agreement or any Service is terminated after implementation Services have started but before the applicable Go-Live Date or (ii) Client fails to reasonably cooperate with ADP in connection with the implementation Services such that ADP is unable to complete such implementation Services, then ADP may terminate this Agreement or any Service upon written notice to Client and, in each case, thirty percent (30%) of the total non-discounted implementation fees set forth in the Sales Order shall be immediately due and payable by Client.
- 11.4 **Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 **Currency.** Client shall pay the fees in US dollars.
- 11.6 **Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes



based on ADP's net income.

- 11.7 **Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.
- 11.8 **Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 **Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 **Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in any Annex herein).
- 12.2 **Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 **Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

13 Post Termination.

- 13.1 **Post Termination.** At any time prior to the termination of Client's access to the ADP Application Programs, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Under no circumstances will ADP be required to provide any third party with access to the ADP Application Programs, ADP's intellectual property or any Confidential Information of ADP.
- 13.2 **Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any Services.

14 Additional Terms. In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

- 14.1 **ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:
- 14.1.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review, the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.



14.2 ADP Marketplace and Use of ADP APIs. ADP Marketplace enables Client to build applications and/or purchase available applications via an online store and provides access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.2.1 Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.2.2 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.2.3 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.



- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf, provided, however, that the relevant definitions (or equivalent terms) under Applicable Law will supersede both the Agreement and ADP Privacy Glossary terms in the event of a conflict.

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law, including obtaining any needed consent from Client Employees, where applicable; and (c) Client has and will maintain authority to provide such data under Applicable Law.

2. ADP Obligations. Client is disclosing Client Personal Data to ADP only for the limited and specified business purposes as set forth in the Agreement, associated statements of work and/or any subsequent amendments. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of ADP's direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from ADP's own interaction with a consumer, except as permitted under Applicable Law. ADP will provide the same level of privacy protection for Client Personal Data as required of Client under Applicable Law. ADP has the right to Process Client Personal Data in order to comply with ADP's legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees, contingent workers and Subprocessors are authorized to Process Client Personal Data to the extent necessary to provide the Services and as permitted under the Agreement and by Applicable Law.

3. Anonymization and Aggregation. In addition to any rights granted to ADP in Section-4 of in the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been "anonymized." For the purposes of this Data Privacy Appendix and Agreement, anonymized data (which includes de-identified data under applicable US Privacy Law(s)) means data that cannot be used to identify an individual, directly or indirectly, by any means reasonably likely to be used in accordance with Applicable Law. The process of "de-identification" under applicable US Privacy Law(s) has the same effect on Client Personal Data as anonymization. ADP will implement reasonable measures to ensure that anonymized or aggregated data has no reasonably foreseeable risk of being re-identified and associated with Client or any individual.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected (collectively "Subprocessors"). ADP will establish appropriate safeguards with Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://thebridge.adp.com/workforce-now/qdpr/m/media/634>. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction to violate Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with Client's data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, (including transfer impact assessments) and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis or are necessary to demonstrate compliance with this DPA, ADP will:

- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third-party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; and
- (b) where legally required under applicable Privacy Laws, if Client reasonably considers that the documents provided by ADP justify further analysis, make the facilities ADP uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be

conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

9. **Personal Data Return and Deletion.** Upon termination of the Agreement, ADP shall comply with its contractual obligations regarding the return of Client Personal Data (if Client Personal Data has not been previously returned to Client, or is not otherwise accessible to Client through the relevant product functionality or features for the Services, such as the ability to download the Client Personal Data) and shall delete Client Personal Data in accordance with ADP's then current applicable records retention schedule. ADP shall address Client's request to delete Client Personal Data before the records retention period has ended to the extent feasible and at a reasonable cost to Client. ADP may maintain Archive copies of Client Personal Data, to the extent required under Applicable Law, as authorized by Client in writing, or as needed for dispute resolution purposes.

PART II – GDPR/UK GDPR

10. **Scope.** This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR") and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR and/or UK GDPR, the EU and UK Binding Corporate Rules ("BCR") for Client Data Processing Services (the "ADP Privacy Code(s)", located at [ADP Privacy](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf) (https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf and [ukbcrpc_en.pdf](https://www.adp.com/-/media/adp/privacy/pdf/ukbcrpc_en.pdf) ([adp.com](https://www.adp.com))),_govern(s) as applicable. ADP has obtained EU and UK authorization of its ADP Privacy Code(s).

11. **International Transfers.** For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code(s) serve(s) as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code(s) do(es) not apply.

12. **Additional Subprocessor Obligations.** Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

13. **ADP Privacy Code(s) EU and UK Authorization.** ADP will make commercially reasonable efforts to maintain the EU and the UK authorization of its ADP Privacy Code(s) for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU or UK authorization of its ADP Privacy Code(s).

PART III - Miscellaneous

14. **Order of Precedence.** In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code(s) and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code(s); (c) this Data Privacy Appendix; and (d) the Agreement.

15. **Scope.** This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.



Pennsylvania Locations:
Harrisburg, PA • Philadelphia, PA • Pittsburgh, PA • Wilkes-Barre, PA

New York Locations:
Albany, NY • Syracuse, NY

Maryland Location:
Aberdeen, MD (*Service Only*)

RESOLUTION # 8
5/28/2024

Corporate Office: 7201 Paxton Street Harrisburg, PA 17111 Phone: 717-564-3434 Fax: 717-564-7580 Toll Free: 800-325-6455
Syracuse Office: 6018 Drott Drive Syracuse, NY 13057 Phone: 315-432-0779 Fax: 315-432-0676 Toll Free: 800-368-6

5/22/24

Village of Lancaster
Lancaster, New York
Attn: Brian Lubkowski

Brian,

Please see the quote for a remaining stock R-52 RC mower. If not secured and a new order was required delivery is 3-4 weeks from point of order.

2024 R-52 RC Mower Tracked 52" Rotary Mower, 27 hp Kawasaki
EFI Engine, 50° Max Slope, Light kit,
4,500# winch and Tablet. New Updated Model

SALE PRICE:
\$61,000.00

1 in Stock (Syracuse)

***NOTE:** A new model R-60 (60") RC Mower, same spec. (38.5 H.P. Kawasaki)
is an additional +\$3000.00 (Or \$64,000.00).
Rental Purchase \$64,000.00 – 3 months rent @ \$4,700.00 per month
= Balance of \$49,900.00.

Thank you for the opportunity to quote. Please let me know if you have any questions or concerns.

Best,

Tim Garrett
SEI WNY Territory Manager
585-261-5431 - Tgarrett@stephensorequipment.com



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 23, 2024

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

RE: Sole Provider Information

Honorable Members of the Village Board,

The R-52 RC Mower is the only suitable unit for our needs due to it being a 'finish' mower, the 74" width will fit on the trailers in our fleet, can mow up to a 50-degree slope, and more. Through our research, we have only found one provider for RC Mowers in the area. We have attached a letter directly from RC Mowers explaining that Stephenson Equipment is the sole source provider of these units in New York State. Please feel free to browse their authorized vendors on the RC Mowers website.

(<https://www.rcmowersusa.com/pages/dealer-locator>)

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

June 8, 2023

RE: RC Mowers – Single Source

To Whom it May Concern:

Thank you for your interest in RC Mowers. Our products are designed to mow steep slopes and difficult terrain safely and efficiently, solving age-old grounds maintenance problems with a high-tech and innovative solution.

Please note that Stephenson Equipment is the Authorized Dealer and the sole source of RC Mowers products for the State of New York.

Should you have any questions, please feel free to reach out to me directly.

Sincerely,

Jessica Korthals

[Sales Operations Manager]

RCMOWERSUSA.COM

480-848-8904 direct

920-634-2227 office

R SERIES
REMOTE-OPERATED
ROBOTIC MOWER

RC MOWERS

R-52



THIS BEAUTY IS A BEAST

PURPOSE-BUILT FOR EXTREME LANDSCAPES. OUR TOP-SELLER.

ENGINEERED FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levee embankments
- Landfill slope preservation
- Roadside mowing
- Right-of-way & pipeline reclamation



KEY FEATURES

REMOTE CONNECTIVITY
UP TO

1000 ft

LIGHT-WEIGHT AND
LOW GROUND
PRESSURE (2.2 PSI)

CUTS BRUSH UP
TO 1.5 INCHES IN
DIAMETER

52 in
CUTTING WIDTH

5.7
MPH MOWING SPEED

REMOTE CONTROL
TILT/DROP
AUTO-SHUTDOWN

FUEL BOOST FOR
CONTINUOUS FUEL
FLOW ON SLOPE

27
HORSEPOWER

SLOPE CLIMB:

50
DEGREES

R SERIES

RC MOWERS

R-52

MOWER SPECIFICATIONS

DIMENSIONS

WEIGHT **1,850 lbs**

LENGTH **90 in**

WIDTH **74 in**

HEIGHT **49.5 in**

POWERTRAIN

- Kawasaki® FX850V
- Air-Cooled
- Heavy-Duty Air Cleaner
- 27 Horsepower
- 852cc Engine Displacement
- Hydro-Gear® ZT-4400 Transaxles
- 13.4 Gallon Fuel Capacity

TRACKS

- Rubber Molded over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
- Tread Style 'J'

PERFORMANCE

- 6.5 MPH Transport Speed
- 5.7 MPH Mowing Speed
- 2.7 Acres Per Hour
- 50 Degree Slope Climb Ability

MOWING DECK

- Fabricated 7 ga. Steel
- 3/8" Thick Deck Across Spindles
- Cast Iron Spindle
- 52" Cutting Width
- 2.5" to 7" Cutting Heights

WARRANTY

- 2 Years or 400 Hours

BEST MACHINES ON EARTH

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Village of Lancaster Climate Resilience Plan

May 2024



A Message from the Mayor

The Village of Lancaster’s first Climate Resilience Plan represents an important milestone in the process of preparing our community for extreme weather and natural hazards, which are expected to occur with greater intensity and frequency in the future. It also demonstrates the ability of Village of Lancaster residents, elected leaders, and stakeholders to work together to plan for the future and take action. The plan identifies ways we can collectively adapt to climate-related challenges and create stronger, more resilient infrastructure and services in the Village of Lancaster.

The adoption of the Village’s Climate Resilience Plan represents a commitment on the part of my office and the Village Board to ongoing efforts to address climate-related hazards in our community. This will include protecting natural assets, improving infrastructure and emergency preparedness, and prioritizing the safety and quality of life for all residents for decades to come.

As a Bronze Certified Climate Smart Community, the Village of Lancaster has already taken steps toward the goals of climate resilience and creating a sustainable community. While this plan does not determine a specific course of action that the Village of Lancaster must take, it includes recommendations for the Village to consider in the future and lays out a course of action to continue to build a more resilient Village.

The Plan’s strategies are built to support ongoing Village initiatives, these include: upgrading sewer systems to mitigate flooding; promoting green infrastructure on public and private property; bolstering climate education, awareness, and household hazard preparedness; helping property owners improve their properties to mitigate hazards; and acquiring additional funding to support climate resilience actions from the Village.

The Village of Lancaster will soon begin the process of updating our Comprehensive Plan to represent the initiatives that have been prioritized by our community members. The findings and recommended strategies of this plan will help shape the new Comprehensive Plan and future community investments.

I wish to thank all the community members, the Climate Smart Task Force, Village staff, the University at Buffalo Regional Institute, and others who committed time and energy to create this document.

While we never know exactly the challenges that may arise in the future, I am confident our Village is on a path to becoming resilient to climate-related threats by informing and equipping ourselves for action and re-committing to looking out for each other and the community we call home.

Sincerely,

Mayor Lynne Ruda

Acknowledgements

This plan is a result of the contributions of many groups and individuals. The Village of Lancaster Climate Smart Task Force, Mayor Lynne Ruda, and Sustainability Coordinator Amy Stypa were pivotal in shaping the planning process, guiding the engagement of the community and stakeholders, and developing the plan and its recommendations. Village staff members and other local partners provided input on the plan's recommended strategies. The project was steered by the University at Buffalo Regional Institute (UBRI), through its role as the regional Climate Smart Communities coordinator, and was funded through the NYS Department of Environmental Conservation's Climate Smart Communities program. Leah Bargnesi and Nayarit Tineo, graduate students of the University at Buffalo, assisted UBRI in the plan's development.

Village of Lancaster Climate Smart Task Force

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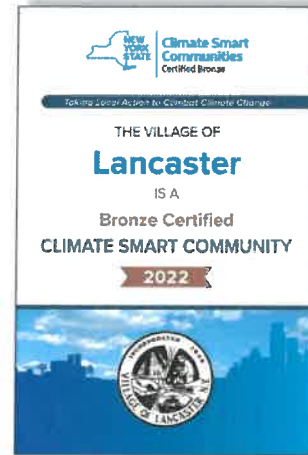
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Recommended Citation: University at Buffalo Regional Institute, The State University of New York at Buffalo, School of Architecture and Planning, 2024. "Village of Lancaster Climate Resilience Plan."

Executive Summary

The purpose of the Village of Lancaster Climate Resilience Plan (the Plan) is to **identify strategies to reduce the risk of potential impacts of climate hazards** over the long term and **build capacity to adapt** to on-going changes. This document **builds from existing planning documents** and projects the Village of Lancaster has developed in recent years. The Plan presents the **most pressing climate hazards** the Village is likely to experience, along with an assessment of **local vulnerabilities**, and ends by presenting **seven recommended strategies** for continuing progress toward building climate resilience in the Village of Lancaster.



PROCESS

Working with Village department heads, first responders, staff, elected officials, and stakeholders, the **Climate Smart Task Force** and the **University at Buffalo Regional Institute (UBRI)** worked to develop this long-range, planning document. By looking at **existing trends, future projections, and recent extreme events** the team **identified critical assets and areas** within the Village that may require additional attention and support as issues related to **Flooding, Extreme Heat, and Severe Winter Weather** events become more common over time.

Stakeholders workshopped various climate scenarios in order to identify strategies that would **help reduce risks, save taxpayer dollars, and save lives** while **improving operations** for first responders, **help residents be prepared for extreme events**, and improve the Village's overall ability to respond to naturally occurring events that are becoming more extreme over time.

25 Stakeholders

Provided Feedback in the **Scenario Planning Workshops**



3 Climate Hazards were identified as most relevant for the Village of Lancaster



Extreme Heat



Flooding



Extreme Winter Weather

HOW TO USE THIS DOCUMENT:

This document provides a **starting point for an ongoing process to promote climate resilience** in the Village of Lancaster. The plan and its recommended strategies are **intended to inform the Village's future planning processes**, including the Comprehensive Plan update, where the strategies included here can be refined and moved toward implementation.

RECOMMENDATIONS

The strategies outlined in this document are intended to be implemented over time by the community as a whole, and are not mandated actions for local government.

Although Village Hall has a role to play, implementation of the recommended strategies will also require involvement from residents, businesses, landowners, and community groups.

Coordination with surrounding municipalities will also be vital to ensuring the Village can continue to be resilient in the face of increasing extreme weather events.

Several “**cross-cutting**” strategies emerged from the planning process, which would support the Village’s overall capacity to implement climate resilience measures across all hazard types. These include: climate education and outreach, enhanced emergency operations, and securing dedicated climate adaptation funding.


















Recommendations	Description	Hazards addressed
Enhance emergency operations for extreme weather events	Continue to enhance local emergency operations and communication systems and adapt these systems to changing climate hazards.	  
Bolster climate awareness and household hazard preparedness through education and outreach	Make households more aware and prepared for climate hazards through strategic education and outreach, technical assistance, and funding.	  
Promote sustainable development and protect natural areas through land use regulations	Use land use planning, policies, zoning, and incentives to encourage development in previously developed areas to conserve and enhance natural areas, limit new infrastructure needs, and mitigate hazards.	 
Upgrade stormwater & sewer systems to mitigate flooding	Continue to make cohesive, strategic efforts to maintain, update, and enhance the Village’s sewer and stormwater systems to prepare to manage more extreme precipitation events.	 
Promote green infrastructure on public & private property	Increase the use of green infrastructure in public places and on residential and commercial properties through strategic planning, education and outreach, technical assistance, funding, and incentives.	 
Help property owners upgrade structures to mitigate hazards	Provide homeowners with financing, funding, technical assistance, and other supports to encourage improvements to energy efficiency and increase ability to handle climate hazards.	  
Increase the use of climate-resilient building materials	Provide building owners, developers, and homebuilders with incentives and technical assistance to utilize building materials that will reduce heat island effects, protect from flooding, and minimize other impacts related to extreme weather.	 

Table of Contents

ABOUT THE CLIMATE RESILIENCE PLAN **pg. 8**

Community Engagement Process **pg. 9**

WHAT WE HEARD FROM THE COMMUNITY **pg. 10**



Community Survey **pg. 10**

Community Vision **pg. 11**

Insights from the community survey **pg. 12**

ABOUT VILLAGE OF LANCASTER **pg. 14**

Demographics **pg. 15**

Economy **pg. 15**

Land Use **pg. 16**

Environmental Areas **pg. 17**

Recent and Future Development **pg. 18**

Critical Assets **pg. 19**

Planning Context **pg. 20**

Initiatives to Build On **pg. 20**

CLIMATE HAZARDS IN LANCASTER **pg. 21**

Extreme Heat **pg. 22**

Flooding **pg. 23**

Severe Winter Weather **pg. 24**

Other Climate Impacts **pg. 25**

CLIMATE VULNERABILITIES **pg. 26**

Social **pg. 26**

Economic **pg. 26**

Infrastructure **pg. 27**

IDENTIFYING PRIORITIES FOR CLIMATE RESILIENCE **pg. 28**

Climate Scenario Workshops **pg. 28**

9 Potential Approaches **pg. 29**

Identifying priorities for Extreme Heat **pg. 30**

Identifying priorities for Flooding **pg. 32**

Identifying priorities for Severe Winter Weather **pg. 34**

RECOMMENDED STRATEGIES FOR CLIMATE RESILIENCE **pg. 36**

Enhance emergency operations for extreme weather events **pg. 37**

Bolster **climate awareness and household preparedness** through outreach and education **pg. 38**

Promote sustainable development and protect wetlands and natural spaces **pg. 39**

Upgrade stormwater and sewer systems to mitigate flooding **pg. 40**

Promote green infrastructure on public and private property **pg. 41**

Help property owners upgrade structures to mitigate hazards **pg. 42**

Increase the use of **climate-resilient building materials** **pg. 43**

Recommended Climate Resiliency Strategies at a glance **pg. 44**

MOVING FORWARD **pg. 46**

DATA SOURCES AND NOTES **pg. 48**

APPENDICES **pg. 50**

KEY TERMS

Climate hazard – natural hazards, such as flooding, extreme heat, drought, severe storms, and other meteorological events that can cause harm to people and properties and negatively impact communities, economies, and infrastructure systems.

Risk – the potential for damage, loss, or other impacts created by the interaction of natural hazards with community assets.

Exposure – the degree to which elements of an asset or system are in direct contact with hazards or sensitive to climate variability and the degree to which the hazard may change over time.

Vulnerability – characteristics of community assets that make them susceptible to damage from a given hazard.

Resilience – the ability of a social or ecological system to absorb disturbances while retaining the same basic structure and ways of functioning; the capacity for self organization and the capacity to adapt to stress and change.

Mitigation – efforts to avoid or reduce hazard risks and impacts on people, nature, and the built environments over the long term.

About the Climate Resilience Plan

While Earth’s climate has changed throughout its history, there is unequivocal evidence that global temperatures are rising at an alarming rate that has not occurred in the past 10,000 years.¹

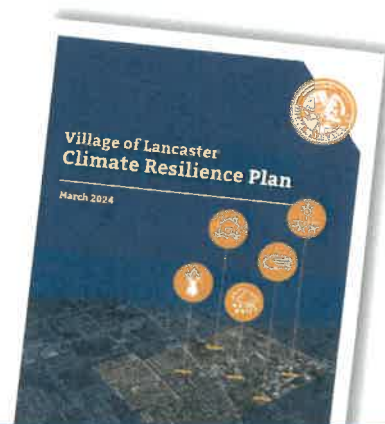
Global climate changes are also resulting in more localized climatic impacts, which may pose significant challenges for the health, safety, quality of life, and economic vitality of communities of all sizes. To minimize risks in these areas, municipalities like the Village of Lancaster are developing climate resilience plans, to build a deeper understanding of potential hazards and identify strategic ways to adapt to new and changing conditions.

The purpose of the Village of Lancaster Climate Resilience Plan (the Plan) is to identify strategies to reduce the risk of potential impacts of climate hazards over the long term and build capacity to adapt to ongoing changes. These strategies are designed to be cost-effective, informed by the latest scientific data, applicable to local conditions, and reflective of the interests and priorities of Village residents, elected officials, and staff. As such, the Plan may serve as a useful tool to inform decision-making about future projects and programs that the Village of Lancaster may consider.

The Plan was developed over eight months (October 2023 to May 2024), as a collaborative process led by the Village of Lancaster Climate Smart Task Force (the Task Force) and the University at Buffalo Regional Institute (UBRI), with extensive feedback from the community and stakeholders.

The UBRI planning team serves as the regional coordinator for the NYS Department of Environmental Conservation (DEC) Climate Smart Communities program, through which it supports municipal climate resilience planning efforts. The Task Force provided oversight and input throughout the process and supported outreach to various stakeholders. Community members and local stakeholders provided extensive input, through an online survey, scenario planning workshops, a public meeting, and online feedback on the plan draft, which shaped the plan’s understanding of local conditions and recommended strategies.

The overall process of the Plan’s engagement strategy is documented through meeting agendas, outreach materials, and stakeholder feedback, included in the Appendix section.



Community Engagement Process

A key objective of this plan is to understand the concerns that the Village has related to evolving climate hazards and to reflect their priorities in the resilience strategies that are recommended. This was accomplished through several distinct methods of **community and stakeholder engagement**.

An online **community survey** was the foundational engagement piece for this plan. The survey included questions about residents' experience of extreme weather events, areas of concern, levels of knowledge and preparation, and preferred resilience strategies to address climate hazards. Responses informed the formulation of the plan's recommended strategies, as well as the Community Vision.

In-person **scenario planning workshops** were conducted to identify local vulnerabilities and priorities for future actions to build resilience, based on projected climate conditions for the 2050s. A workshop for "internal stakeholders," individuals involved with the village's operations, was held in December 2023 and a similar workshop was conducted with Lancaster youth in March 2024.

A **presentation of the Plan to the Village Board and members of the public** was held in May 2024, followed by a period of **public review** of the final draft. Feedback from the Village Board and community members was incorporated into the final version of the Plan, which was presented to the Village of Lancaster's Board for approval in May 2024.



What we heard from the community

Community Survey



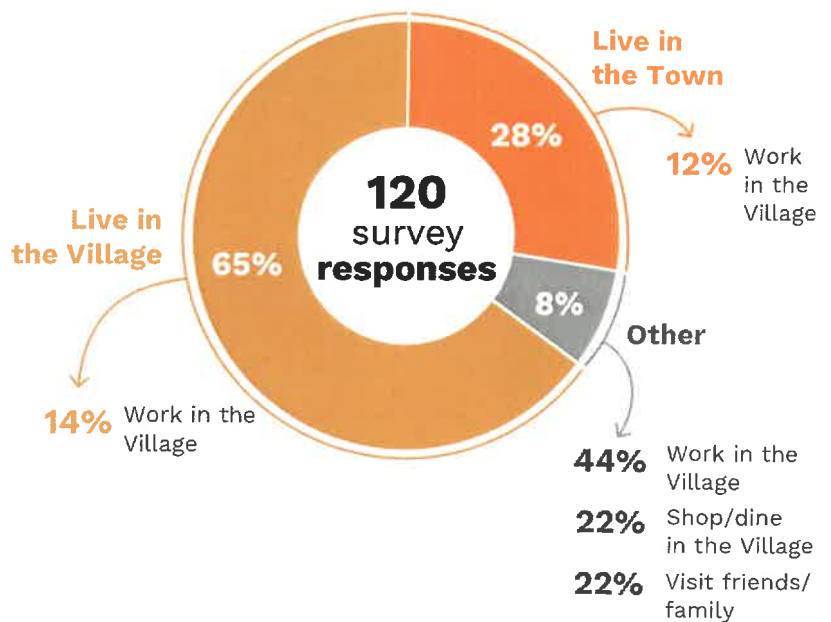
The planning team and CSC Task Force developed a community survey to identify the climate hazards that concern Village residents and priorities for potential adaptation strategies, and to help establish the community vision.

The survey was promoted at in-person events, by fliers posted in public areas, and through the Village's social media accounts and newsletter. Survey responses were collected between the months of September 2023 and March 2024.

A total of 120 individuals completed the community survey. Survey respondents generally aligned with the Village's demographic profile, though respondents tended to be slightly older and have a higher level of education than the Village as a whole. The climate hazards of greatest concern to community members include severe winter weather (snow, ice, extreme cold), extreme heat, severe winds, and flooding (see p. 12). These results were used to inform analysis conducted for this plan and the hazard scenarios for the stakeholder workshop.

Respondents also weighed in on potential strategies the Village could employ to become more resilient to climate hazards (see p. 13). These findings were an essential input to the formation of this plan's recommended strategies.

Who took the survey



62% think Climate Change will impact them personally

Community Vision

VISION STATEMENT:

The Village of Lancaster will be prepared for climate change when...we are informed and equipped to safely withstand and recover from severe weather events and adapt to changing climate conditions to ensure the well-being of our people, economy, and natural environment.

46 respondents **own a home in the Village**

10 Lancaster **business owners**

49% Female

89% white

52% have a Bachelor's degree or higher

80% over age 35

TOP SOURCES FOR NATURAL HAZARDS INFORMATION

- 1 TV News/Advertising
- 2 Police, Fire, EMS, 9-1-1
- 3 Radio News/Ads
- 4 County Government
- 5 Social Media

Through the community engagement process, residents were asked to comment on their vision for the Village of Lancaster's climate future by completing the sentence: "The Village of Lancaster will be ready for climate change when..." The recurring themes from the responses to this prompt were then synthesized to compose a Community Vision statement, which was reviewed and revised by the Climate Smart Communities Task Force.

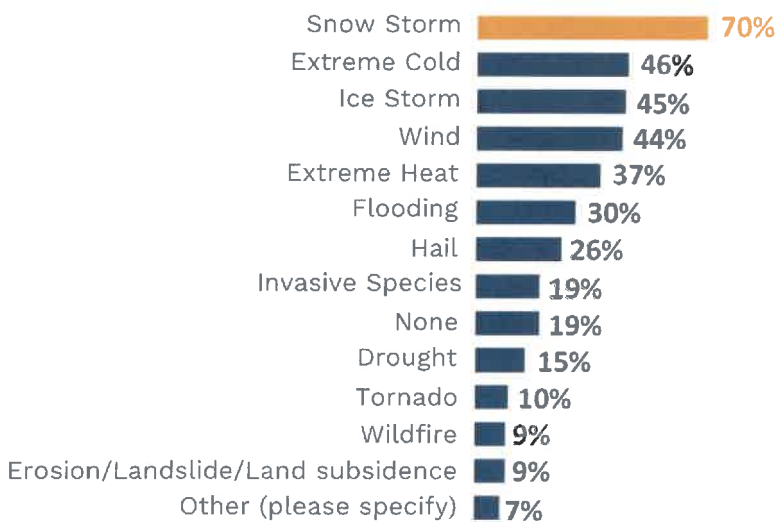
The objective of the Community Vision statement is to orient community leaders as they undertake future climate action within the Village.

Throughout the responses, an emphasis was placed on ensuring that the Village's **infrastructure has the capacity to withstand extreme weather events** and that **municipal services**, such as snow plowing, are delivered in an efficient manner following major weather events. Other **key themes** that emerged included: **household preparation** to keep all residents safe during extreme weather events; using clean energy supply and **reducing emissions** along with climate adaptation; ensuring emergency plans incorporate evolving climate hazards; the necessity of **public information and climate education**; and **protecting existing natural resources**.

Insights from the community survey



WHICH NATURAL HAZARDS ARE YOU STRONGLY CONCERNED ABOUT?



30% of respondents feel their household is very well prepared for a day or more **without heat or electricity**. **9%** do not feel prepared at all.

41% have suffered damages to their homes or business caused by climate hazards

Village residents **rated the Village at 6 out of 10** for preparation for climate change.

“I am worried about how flooding and water issues may impact my foundation and basement.”

“Wind and snow storms damage infrastructure and impact travel.”

“The storms are likely to get worse and as water issues get worse across the country, it’s possible other regions will look to our lakes as source for them which will make us more dependent on ground water.”

“As a firefighter we are emergency responders during major weather events.”

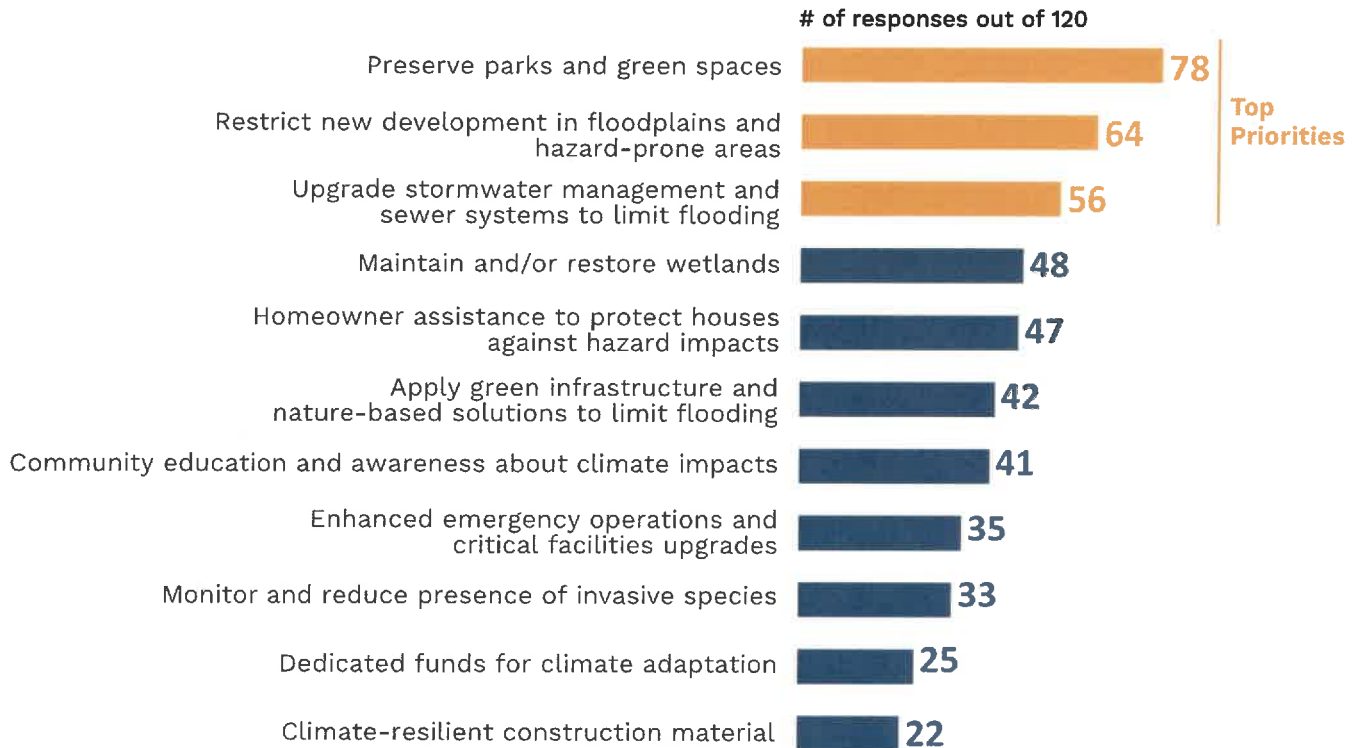
“Aside from the typical annual winter cold, the occasional WNY blizzards have impacted us, [...] our fence was permanently damaged from the blizzards.”

“Shingles repeatedly fly off my home during high wind days.”

“Basement flooding from heavy rainstorms.”

Sources: UBRI Analysis of Community Survey Results

WHICH APPROACHES TO BUILDING RESILIENCE DOES THE COMMUNITY SUPPORT?



TOP WAYS RESPONDENTS SAY THEY HAVE PREPARED FOR HAZARD EVENTS

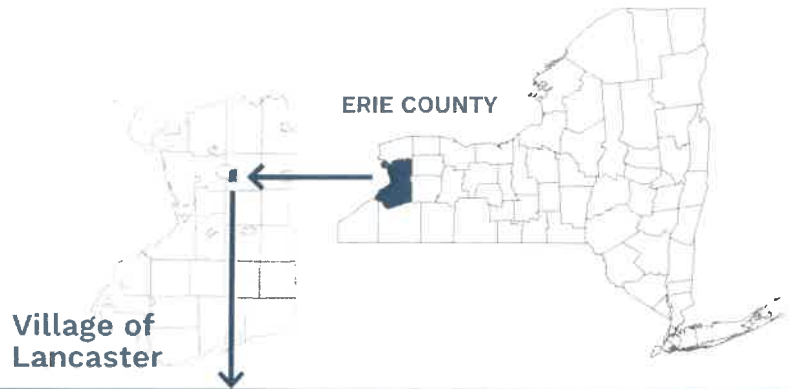
- 1 Installed smoke detectors on each level of home
- 2 Stored flashlights and batteries
- 3 Stored a fire extinguisher

Over **65%** know where to go and how to get there in case of an emergency

The majority of survey respondents agree that **emergency/backup power at home** and **transportation** would best **assist vulnerable community members** to better prepare for, cope with, and recover from the impacts of hazard events

Sources: UBRI Analysis of Community Survey Results

About the Village of Lancaster



The Village of Lancaster is located within the Town of Lancaster in Erie County, New York. The Village was incorporated in 1849, and is approximately ten miles east of the City of Buffalo. The Village has long been the residential and commercial hub of the Town of Lancaster.

Lancaster was originally inhabited by the Seneca tribe of the Haudenosaunee Confederacy. The Seneca were allied with the British army during the American Revolution, and were subsequently removed from their villages and relocated to twelve reservations tracts.² In the early 1800s, settlers from New England moved into Western New York to farm or establish businesses. The Village of Lancaster was formed around a grist mill and later transformed into a market town for agricultural products from the surrounding area.³ The Village of Lancaster has eleven historical buildings recognized under the National Register of Historical places.



Demographics

The Village of Lancaster is home to 10,160 people, as of the most recent American Communities Survey 5-Year Estimates (2018-2022). Its population has been relatively stable in recent decades, though its residents are older, on average, than Erie County as a whole. Residents 65 and older, who make up 19.9% of the population, have increased by 3.8% since 2015. Residents under 18 years of age make up 17.7% of the population, an increase of 4.7% since 2015.⁴

The average number of people per household in the village of Lancaster is 2.02. The large majority of the population (93%) have graduated from high school and 27% have a bachelor's degree or higher. The median household income in the Village is \$61,646 compared to the Erie County median household income of \$62,578.⁵

Economy

There are 3,839 jobs in the Village, but only 10% of residents who work in the Village also live there. The average commute time for residents to get to their place of work is 18 minutes.

5.5% of the Village's population has household income that is below the poverty line. This portion of the Village's population may be more vulnerable to climate hazards or may lack the necessary means to prepare for such events.

The Village of Lancaster's downtown is undergoing a major revitalization, bringing economic development to the Village's core by expanding pedestrian amenities, building new mixed-use spaces, and adding green infrastructure while retaining the Village's rich historic character. This revitalization also plays a role in Lancaster's overall climate resiliency.

Village of Lancaster Population and Economy

Total Population	10,160
Population Change, 2012-2022	-1.8%
AGE	Median Age 46
	% Under 18 17.7%
	% Over 65 19.9%
RACE/ ETHNICITY	% White 97.4%
	% Black 0.01%
	% Hispanic 1.6%
	% Asian/Pacific Islander 0.4%
	% Other/Multiple Races 2.2%
	Foreign Born Population 0.1%
	% Households with One Person 42%
Median household Income	\$61,646
Poverty Rate	5.5%
Jobs	3,839
Employed Residents	5,126
% 25+ with Bachelor's +	26%
% of Workers in Lancaster who also live in Lancaster	10%
Avg Commute Time	18 min.
% Working from Home	7%

***Highlighted numbers are higher than US averages.**

Land Use

Depending on how land is used, it can work to build resiliency from climate hazards or emphasize the negative impacts of climate hazards. As a historic village, Lancaster is highly built-out with limited capacity for further land conversion for development.










The Village of Lancaster is largely composed of residential neighborhoods (50% of land area). Eight percent (8%) of land is used for commercial activity in areas concentrated near the Village’s downtown and along arterial roads and railways. Another 10% is dedicated to community services (including schools and public facilities), 8.1% of the land is industrial, and 9.9% of the Village of Lancaster is made up of parks and open spaces. Almost 11% of land in the Village is classified as vacant in the tax parcel data, however this includes parcels adjacent to a major east-west rail corridor and other properties currently used for parking or other low-intensity uses. Thus, not all land that is classified as vacant would be available for new uses. The map also may not reflect some of the most recent development in the Village’s downtown that has been completed since the data’s publication.

Village of Lancaster, Housing, 2021

Housing Units	5,170
Vacancy Rate	4%
Home Value	\$170,100
Median Year Built	1954
% Renter Occupied	27%

Source: US Census, ACS, 5-year estimates, 2022.

Village of Lancaster Land Use, 2022

	Residential	50%
	Vacant	10.8%
	Parks/Open Spaces	9.9%
	Community Svcs.	9.8%
	Industrial	8.1%
	Commercial	8.1%
	Other	2.1%
	Mixed Use	0.8%
	Recreation	0.3%

Source: Erie County Tax Parcel Data, 2022.
 Note: Parcels are classified for tax assessment purposes, which may not accurately represent how land and buildings are currently used.



Environmental Areas

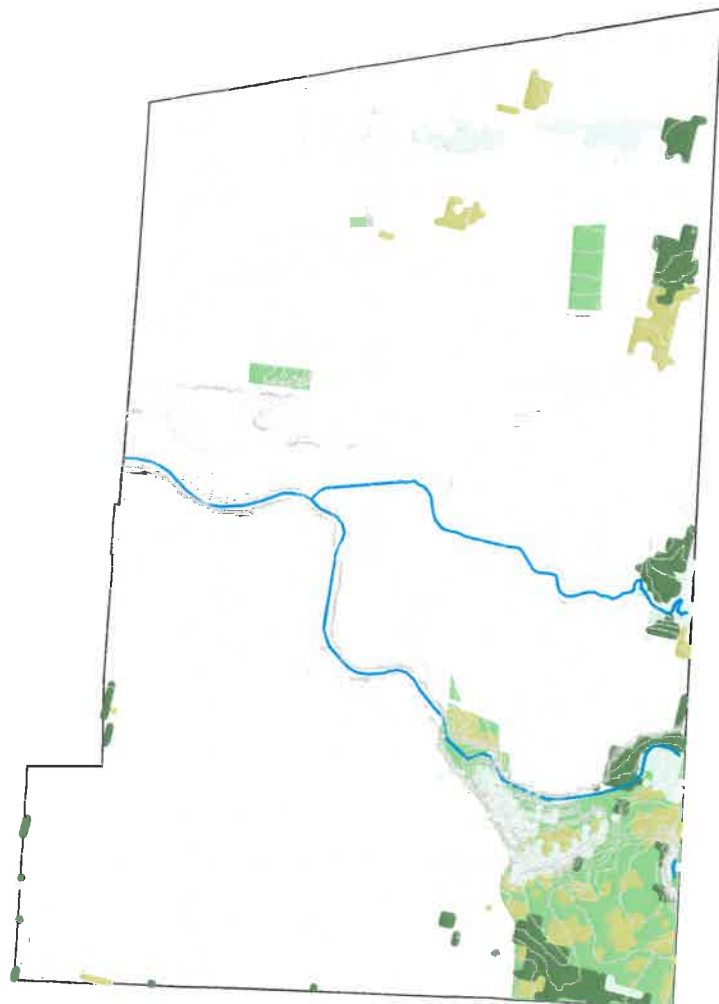
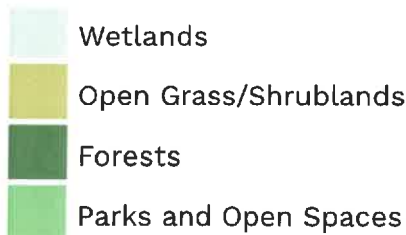
Environmental areas are critical to building climate resilience. Green space, wetlands, and trees all provide natural benefits to reduce the impacts from extreme heat and flooding. In the Village of Lancaster there are 142.8 acres of parks and open space. In 2019 a tree inventory was conducted and found that there are nearly 4,000 trees along streets and in parks that are publicly maintained. There are no wetlands that are regulated by the NYS Department of Environmental Conservation (DEC) in the Village, but the Village does contain 48.5 acres of other non-DEC regulated wetlands.

Village of Lancaster Environmental Areas

Developed Area	2 sq. miles
% Impervious Surfaces	36.5%
Wetlands	48.5 acres
Parks and Open Spaces	142.81 acres
Vacant Land	132 acres
# of trees	3,960

Sources: USGS, National Land Cover Dataset, 2021; USGS, Impervious Surfaces, 2021; National Wetlands Inventory 2023; Erie County Tax Parcel Data 2022; Village of Lancaster Tree Inventory, 2019. For additional info, see Data Sources and Notes.⁷

Village of Lancaster Environmental Areas, 2021



Sources: USGS, National Elevation Dataset; National Land Cover Database USGS 2018; New York State Department of Environmental Conservation - National Wetlands Inventory 2023.

Recent and Future Development





The Village of Lancaster is mostly built out with recent development occurring in the Village’s core, near the Main Street Extension. This development included the extension of West Main Street between Central Avenue and Aurora Street, shifting from a one-way to a two-way street. This extension also added a mini roundabout at West Main and Aurora Street. These enhancements create opportunities for a more walkable “shop, stroll, and stay” experience. The new street design also allows better access for pedestrians and bicyclists to get around more easily and safely. The footprint of the project area also includes about 132 acres of vacant land that has been identified for future development.

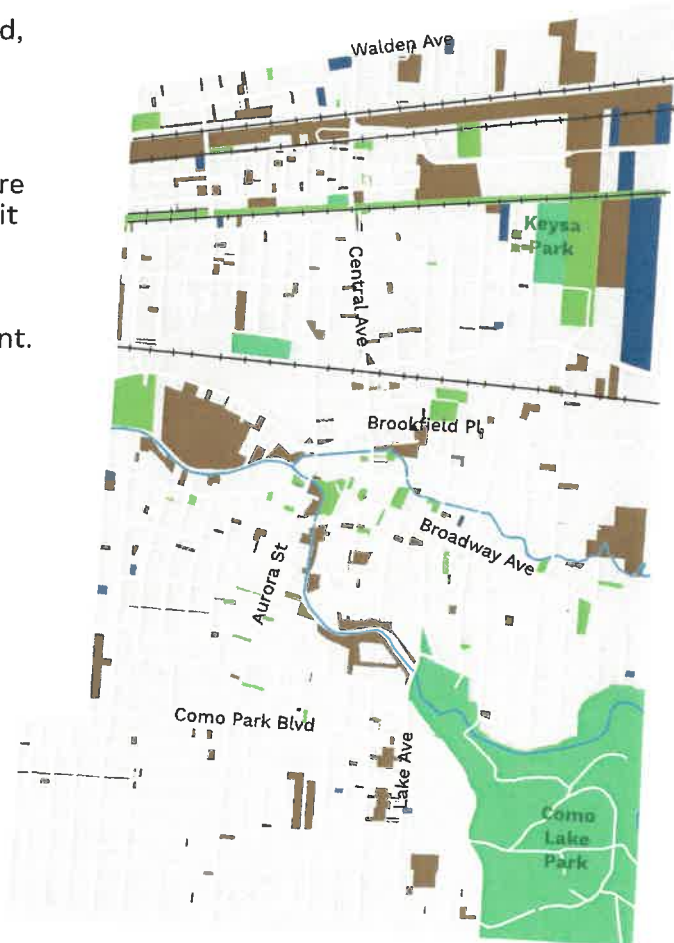
The Town of Lancaster, which surrounds the Village on three sides, was one of Western New York’s fastest growing suburbs between 2010 and 2020, according to the decennial US Census.⁸ As formerly forested areas and farmland are developed, the land’s natural ability to absorb rain and snowmelt is inhibited, which may result in downstream flooding of Cayuga Creek in the Town’s “Twin Villages” of Lancaster and Depew. This upstream development may result in additional costs incurred by the Village to address infrastructure and implement flood mitigation measures, so it will be important for the Village to coordinate with neighboring communities within the Cayuga Creek Watershed to mitigate flooding impacts associated with upstream development.



In the map below, properties are classified as ‘vacant’ based on the tax parcel data but may not be available for development, as in the case of the railway right-of-way near the northern boundary of the Village. ‘Potentially underutilized parcels’ are those with structures with less value than the land on which they are located, although the properties may currently be used for a variety of purposes.

Recent and Potential Development

-  Vacant Parcels
-  Potential Underutilized Parcels
-  Structures Built after 2010
-  Parks and Open Spaces

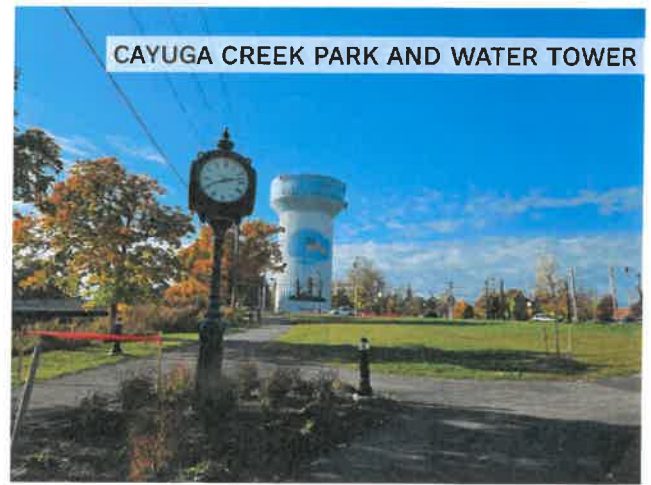


Sources: Erie County Tax Parcel Data, 2022.
Note: Parcels are classified for tax assessment purposes, which may not accurately represent how land and buildings are currently used.











Critical Assets

Protecting critical assets and infrastructure in the Village will be integral for any future climate planning as these assets provide access, connectivity, and critical services during major climate disruptions. These assets include buildings, bridges, electric sub-stations, and County and Village assets and structures that are important to maintaining operations. To be more resilient, these assets will need to withstand the increased frequency of localized flooding, more extreme weather events, and provide safe haven for vulnerable residents during extreme events.

Although many of the major bridges in the Village are not in need of immediate repair, they are all over 20 years old and provide important connectivity for the Village. Many other assets such as schools, fire halls, and the Town’s senior and youth centers, are in neighborhoods and may require neighborhood specific planning if these places are expected to be leveraged for community support during extreme events. Considering back up generation and reliable renewable energy to increase the resiliency of these places would ensure they are able to provide essential community services during extreme events.



Critical Assets in the Village of Lancaster

- | | | | |
|---|--|---|------------------------|
|  | Schools |  | Gov. Office Buildings |
|  | Fire Stations |  | Electric Substations |
|  | Water Tower |  | Senior Living Facility |
|  | Bridges |  | Parks and Open Spaces |
|  | Large Culvert | | |
|  | NYS DEC Remediated Sites and Potential Brownfields | | |

Source: Various sources, see data notes.⁹

Planning Context

A number of previous plans informed this development of this plan. In particular, the **Erie County 2022 Hazard Mitigation Plan** and the **Village of Lancaster Extreme Weather Vulnerability Assessment** helped to build a foundation for this plan's analysis by identifying the hazards the Village of Lancaster is likely to experience in the near- and long-term future. The **2018 Joint Comprehensive Plan** between the Town of Lancaster, Village of Lancaster, and Village of Depew also informed this process, outlining a set of goals and a vision for the community from the recent past upon which this plan will build.

The aforementioned plans demonstrate the community's commitment to open space preservation, sustainable development, hazard mitigation, and economic revitalization. Links to the plans that were reviewed are included in the appendix materials on page 51.

Beginning in 2024, the Village of Lancaster will undertake a process of **updating its Comprehensive Plan**. This climate resilience plan may be a useful tool for ensuring that evolving climate concerns are addressed in the new version of the Comprehensive Plan.

Initiatives to build on

The Village of Lancaster is already addressing identified hazards through projects and policies including...

Green Infrastructure:

Transformation of an underutilized parking lot to Cayuga Creek Park has allowed the Village to leverage green infrastructure and nature based solutions to address flood risks along Cayuga Creek and provide a great public space in Downtown Lancaster.



Public Electric Vehicle Charging:

The Village has secured several grants from New York State to install EV Charging infrastructure at locations throughout Downtown Lancaster including Cayuga Creek Park and a new mobility hub under development.



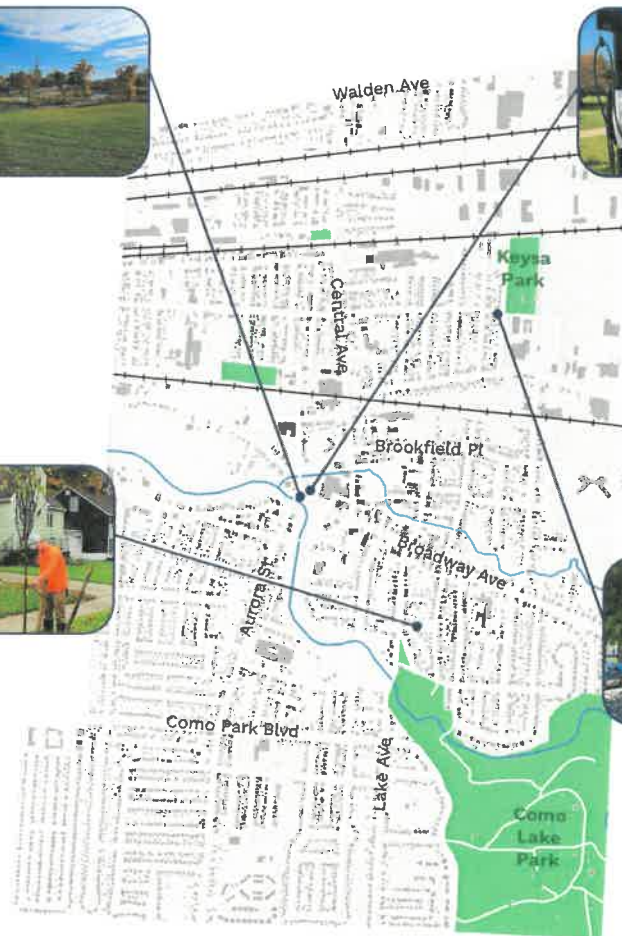
Tree Planting Plan.

The Village's Tree Board has developed a plan to guide future tree planting and maintenance, detailing priority locations and preferred species. Implementing the plan will help to build biodiversity within the Village's tree stock.



Shade Structure Policy.

Seeks to provide reprieve from the impacts of extreme heat by increasing shade structures throughout the Village. Examples of shade structures include trees, gazebos, and other outdoor structures.



Climate Hazards in Lancaster

Based on local geography, ecology, and topography, each community will be impacted differently by climate change. The Village of Lancaster's proximity to Lake Erie (less than 11 miles) is a major factor in determining local weather patterns and future climate hazards.

Scientific research and regional hazard assessments suggest that in Western New York changing climatic conditions are likely to result in **extreme heat, flooding, and severe winter weather** events occurring with greater intensity and unpredictability than in the past. This section discusses the impacts of these emerging climate hazards on the Village of Lancaster and considers three scenarios regarding the potential scale of these hazards by the late 21st Century.¹⁰ The **"Existing"** scenario assumes the continuation of observed historical climate trends. The **"Expected"** scenario is based on climate projections should greenhouse gas emissions remain stable or be reduced, while the **"Extreme"** scenario supposes that GHG emissions continue to increase over time.

Climate Scenario	Description	Annual days with max. temperature above 90°F	Days with max. temperature below 32 °F	Avg annual total precipitation	Annual extreme precipitation events
"Existing"	Climate conditions stay the same from now until 2080. Based on historical data.	3 days	47 days	41"	4 days
"Expected"	Climate becomes somewhat hotter and stormier by 2080. Modeled conditions based on current GHG emissions.	21 days	21 days	43"	6 days
"Extreme"	Climate becomes much hotter and stormier through 2080. Modeled conditions based on increasing GHG emissions.	48 days	14 days	45"	7 days

Sources: U.S. Global Change Research Program, CMRA Assessment Tool using National Climate Assessment LOCA data, 2018; Notaro, Bennington, and Vavrus, "Dynamically Downscaled Projections of Lake-Effect Snow in the Great Lakes Basin," 2014.



Extreme Heat

In July 2020, Western New York experienced a record-breaking heat wave. July 9th, 2020, the temperature reached 98° F at the Buffalo Airport for the first time in over 70 years. The record was also broken for the hottest days recorded consecutively. As the climate changes, New York State’s climate may begin to resemble that of some southeastern states with shorter winters and longer summers. Under varying climate scenarios, by the end of the century New York State may see an increase in days over 100° F, with entire summers consisting of days over 90° F.

EXTREME HEAT/DROUGHT IMPACTS BY CLIMATE SCENARIO

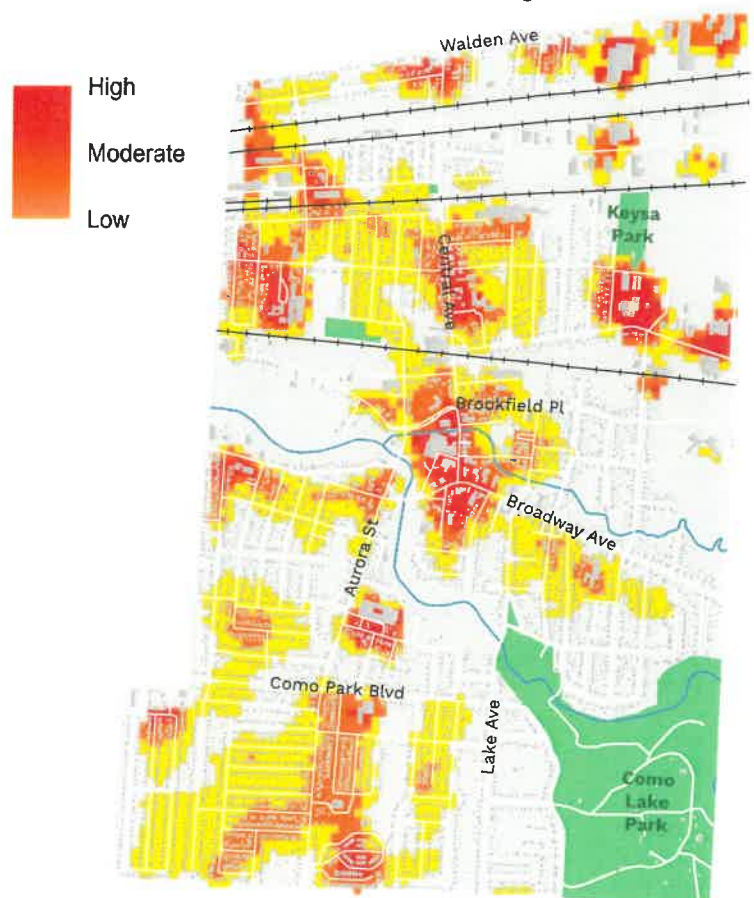
	“Existing”	“Expected”	“Extreme”
Annual days with maximum temperature > 100°F	0 days	1 days	8 days
Annual single highest maximum temperature °F	91° F	98° F	103° F
Days per year with no precipitation (dry days)	127-134 days	126-154 days	123-167 days
Maximum number of consecutive dry days	8-10 days	8-12 days	9 - 13 days

Source: NOAA, CMRA Assessment Tool using National Climate Assessment LOCA data, 2018. Accessed November 2023 at <https://resilience.climate.gov/>.

According to the Erie County Hazard mitigation plan (2022), the Village of Lancaster lists extreme heat as a moderate risk with a strong adaptive capacity. This means the Village faces risk in this area, but also has the capability to deal with extreme heat. As an example, the Village of Lancaster has identified facilities that could be used as shelters or temporary housing in case of emergencies, including extreme weather events such as extreme heat, flood evacuation, or blizzards. The Village’s Municipal building at 5423 Broadway was identified as a potential cooling shelter location, although additional preparation would be needed for the site, and additional locations throughout the Village may be advisable in order to serve residents who may not be able to access the central location. These facilities should be adequately equipped to keep residents safe and comfortable while they shelter in place during such an event.

Issues related to extreme heat can be compounded by air quality issues. Western New York experienced this first-hand during the summer of 2023 as the Canadian Wildfires raged in Eastern Canada. Resilience strategies developed to address extreme heat can also be implemented for poor air quality issues, such as the use of emergency shelters.

Relative Urban Heat Island Severity



Source: The Trust for Public Land and National Integrated Heat Health Information System, Heat Severity Index, 2021. Accessed August 2023 at www.heat.gov/datasets/TPL::heat-severity-usa-2021/about



Flooding

Flooding is a perennial concern in the Village of Lancaster, due to the presence of Cayuga and Plum Bottom Creeks and the area’s relatively flat topography. The Erie County Hazard Mitigation plan (2022) rates the Village’s risk of flooding as high, with moderate capabilities to manage flood events. Presently, most flooding is caused by ice jams on Cayuga Creek, starting at Bowen Road Bridge, just outside of the Village. When the ice jams break free, they move downstream and amass at the Lake Avenue Bridge and the second Broadway Bridge. Constrictions also occur at the pedestrian bridges at Como Lake Park.

Winters across WNY are projected to continue to be warmer in the future, so floods are less likely to be caused by ice jams than as a result of increased precipitation and storm surges.¹¹ Currently, 100-year and 500-year flood events are relatively contained to the banks of Cayuga Creek, but residences near Como Lake Dam and Lake Ave., and businesses near Main Street and Central Ave. may be more vulnerable to flooding in the near future.¹²

Flash flooding is likely to occur as heavy precipitation in a short period of time increases. Rainfall events producing an excess of 1 inch have increased over the past 50 years. Wind severity is also increasing and interacts with precipitation, creating severe thunderstorm wind events. Western New York has seen an increase of 21.4 thunderstorm wind events per decade. These new conditions have the potential to exacerbate stormwater management issues.¹³

FLOODING IMPACTS BY CLIMATE SCENARIO



	Existing	Expected	Extreme
Average annual total precipitation	41"	43"	45"
Maximum period of consecutive wet days	16-21 days	16-21 days	15-23 days
Annual days with total precipitation > 1 inch	2-3 days	2-4 days	3-6 days

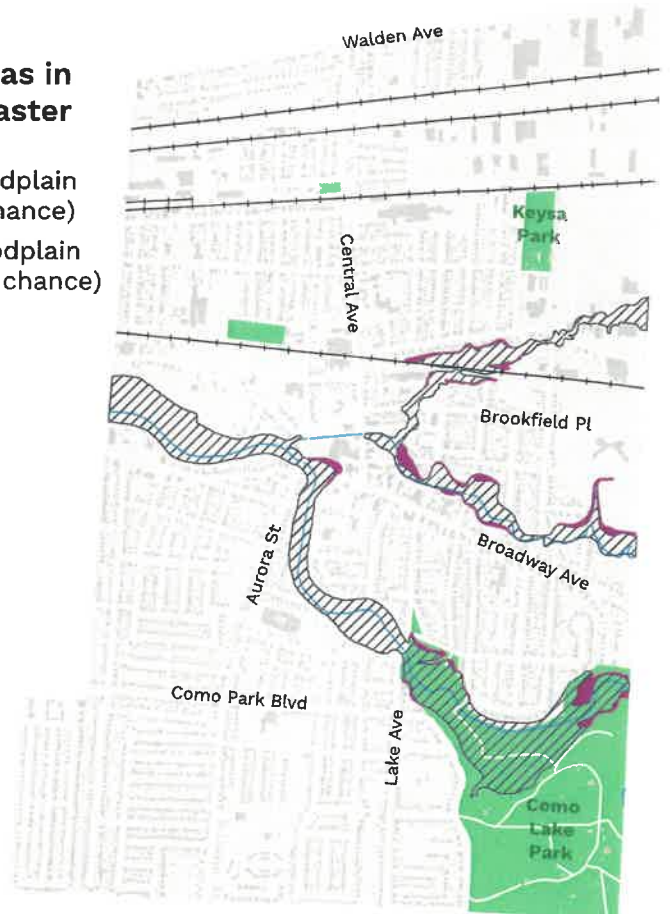
Potential Properties Damaged by Storms

Buildings Located in 100-year Floodplain	58
Total Value of Structures Potentially Damaged by 100-yr. Flood	\$2.2 billion

Sources: NOAA, CMRA Assessment Tool, National Climate Assessment LOCA data, 2018.

Floodprone areas in Village of Lancaster

-  100-year floodplain (1% annual chance)
-  500-year floodplain (0.2% annual chance)



Sources: FEMA Floodplains



Severe Winter Weather

Western New York is projected to experience an increase in severe winter storms. In the Village’s 2020 vulnerability assessment, snow accumulation was addressed as a concern due to some older municipality buildings needing their roofs repaired to handle increased snow accumulation.

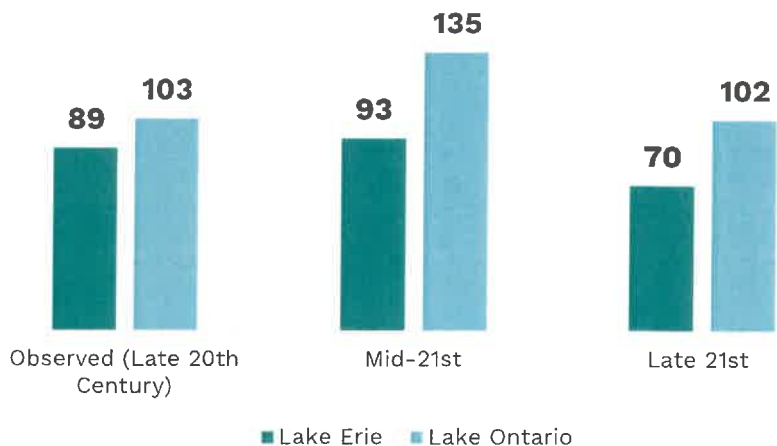
Although projections do not show a reduction in winter precipitation across Erie County, as winters become warmer it is expected to see more heavy rain events than snow events in early winter, and when it does snow, it will be more intense and occur over a shorter period of time.¹⁴

Recent winter storms that affected the Village of Lancaster include “Snowvember” (Nov. 17-18, 2014) and the 2022 Blizzard from December 22nd-26th. Although it only lasted two days, more than 60 inches of snow fell on Lancaster during the November 2014 winter storm. During the 2022 Blizzard, the blizzard consisted of top wind gusts at 79 mph (equivalent wind speeds as in a category 1 hurricane) and up to 50 inches of snow fell across the county. The Blizzard had three storms in one: a lake-effect snowstorm, a windstorm, and an ice storm. The blizzard’s total snow accumulation accounted for 80% of the total snow for 2022 in the greater Buffalo area, marking the region’s third-snowiest December on record.

WINTER WEATHER IMPACTS BY CLIMATE SCENARIO

	“Existing”	“Expected”	“Extreme”
Total annual snowfall (in)	95”	113”	86”
Days with maximum temperatures below 32 °F	44-51 days	8-38 days	4-26 days

Projected Average Annual Lake Effect Snowfall (inches) through 21st Century Compared to Observed Trend



Sources: U. S. Global Change Research Program, CMRA Assessment Tool using National Climate Assessment LOCA data, 2018. Accessed July 2023 at resilience.climate.gov/ Notaro, Bennington, and Vavrus, “Dynamically Downscaled Projections of Lake-Effect Snow in the Great Lakes Basin,” 2014; Vermette, “Weathering Change in WNY: Climatic Trend Analysis (1965-2016),” 2017.

Extreme weather events put huge pressure on emergency services and critical infrastructure. As was illustrated with the 2022 Blizzard, if not properly prepared, the community may be left without power or emergency aid, which may result in preventable deaths among vulnerable community members. The Village of Lancaster sees severe winter storms as a high risk, but with a strong ability to adapt to it based on existing infrastructure in place. Therefore, providing correct protocols and measures are put in place with sufficient time for residents to prepare, community members won’t have to face the worst consequences associated with this climate hazard.



Other Climate Impacts

This plan focuses on climate hazards identified to be of highest concern in the Village, but also acknowledges a variety of other potential climate impacts that may require attention to achieve climate resilience.

High winds may become more common and severe as global climate patterns shift. An analysis of climate trends found that the number of “thunderstorm” wind events over Lake Erie increased significantly from 1996 to 2016.¹⁵ The community survey shows that severe wind is a common concern for the community and warrants mitigation planning and action. Survey respondents reported damage to their homes and businesses from heavy winds and fallen trees. One resident noted that West Main Street, where their home is located, experiences particularly harsh winds. Other residents shared experiences of losing siding, shingles or fencing from their homes due to heavy winds.

Air quality concerns could become more persistent due to climate change impacts. A recent study found that after decades of progress, air quality hazards are increasing in the US.¹⁶ Lancaster experienced a number of days with unhealthy air quality in 2023 due to smoke from wildfires in northern Canada. These events present health concerns for the community, especially for children, seniors and those with chronic health conditions, and could have wider impacts in the future.

Invasive species may become an increasing concern in WNY as non-native species adjust to new climate conditions and spread throughout the region. Invasive plant species, pest insects, blights and parasites can threaten native species and ecosystems, which may cause harm to the Village’s tree inventory and natural areas. Invasive species were identified as a priority for action by 19% of community members who responded to the survey.



WILDFIRE SMOKE



SPOTTED LANTERN FLY



EMERALD ASH BORER

Climate Vulnerabilities

Social

The populations in the Village of Lancaster that will be most at risk from the impacts of climate change include **youth and seniors**. These groups of people make up nearly 40% of the Village's population, and are **more susceptible to heat illness during extreme heat events**. These populations may also have limited mobility options during extreme weather events, if temporary relocation or sheltering is necessary.

The Village has also has 5.5% of its residents with income below the poverty line. This population may have fewer financial or household resources to prepare for hazard impacts, thus it will be **important to ensure adequate access to services for the Village's most vulnerable**.

Chosen **resilience strategies must consider these vulnerable populations** so everyone is considered while planning for emergency situations. This will require assessing where various amenities would be most useful before a storm or heat wave. Ensuring that households with young children or seniors are made aware of how they can stay safe and healthy in the event of an extreme weather event should be prioritized.

Additionally, the **housing stock** in the Village of Lancaster **is significantly older** than in other neighboring municipalities. In fact, the Village of Lancaster **has 39% of homes built before 1940**, and only 2% built after 2000, as reported in the Joint Comprehensive Plan (2018). It is more likely for older homes to lack central air conditioning - a utility the UN declared a human right in 2022 - as extreme heat events continue to be more common.

Economic

From 1999–2017, **climate-related and geophysical disasters cost \$2.9 trillion globally**, a sign that climate change induced events come with a hefty financial burden¹⁷. It is important that municipalities mitigate these impacts prior to disaster events in order to avoid the worst of these costs. The cost associated with implementing different resilience strategies varies greatly, and some are undeniably expensive, yet **it is important to remember that having no strategy in place is more costly in the long-run** from a climate-related perspective.

According to the Erie County Hazard Mitigation Plan (2022), the estimated damage to the Village of Lancaster's building stock from 100-year floods (floods that have a 1% chance of occurring annually) would cost **\$2.2 billion for total replacement**. The frequency of these events is increasing due to climate change. In addition to risks to building stock, **flooding poses an economic threat from associated tax loss, impacts to utilities and infrastructure, increased insurance costs, business interruption, and impacts on tourism**. Debris removal after floods can be costly and resource-intensive as well. It is estimated that a 100-year flood event would produce nearly 4,000 tons of debris in the Village of Lancaster.¹⁸

Severe winter storms also pose a threat to the Village of Lancaster's building stock. **The cost of a replacement of only 1% of the Village's building stock due to storm damage would be over \$22 billion.**¹⁹ Typical damage from severe winter storms includes damage to roofs and door frames from the weight and impact of heavy snowfall, especially when combined with high winds.

Infrastructure

The Village of Lancaster has a variety of critical infrastructure that needs to be considered for climate resiliency. Although the bulk of Village owned infrastructure includes Village Facilities (DPW, Village Hall, Fire Stations), there are other **critical assets in the Village that are not owned by the Village.**

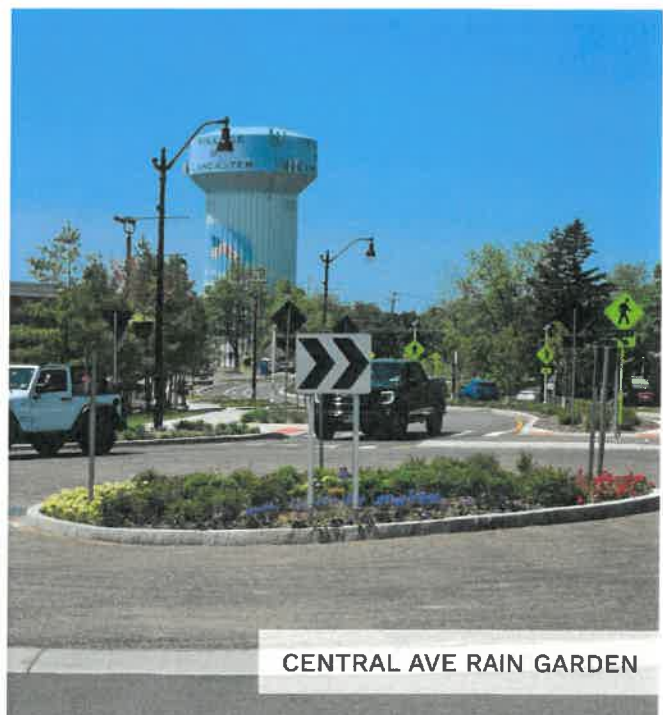
Some examples of these are the **several bridges and roads** that provide access into and out of the Village, which are owned by New York State or Erie County. New York State Electric and Gas (NYSEG) owns and operates an **electrical sub-station** near downtown Lancaster, and there are several **rail lines** that cross Central Avenue and dominate the Village's northern landscape that are not owned by the Village. Although the Village does not own or maintain this infrastructure, they are crucial for the Village's ability to respond in the event of a climate crisis. **Coordinating planning and response strategies with other municipalities will be important to maintaining the Village's ability to respond to an extreme event.**

The Village's 2020 Vulnerability Assessment also identified some opportunities to improve existing conditions at **Village Hall and the DPW Campus.** This includes roof stabilization and replacement at the "Steel Barn" that if not addressed could result in collapse during a major snow event. This type of damage has the potential to reduce Public Work's ability to respond to an extreme event, and could result in loss of life and property in the worst case scenario.

Village Hall was also noted as having drainage issues that could result in flooding at the facility during a major rainfall or snow melt event. Flooding at Village Hall could result in mold or

indoor air contamination that has the potential to harm workers and residents that may need to seek shelter during extreme heat or snowfall events. **Addressing these issues at Village Facilities should be prioritized to ensure the Village is capable of providing adequate support for residents and workers in the case of an extreme event.**

It was noted by stakeholders that the **Village of Lancaster has been the hub for first responders for the Town of Lancaster** during previous extreme weather events; therefore, efforts to protect Village infrastructure will have an impact beyond the Village's boundaries, as well.



CENTRAL AVE RAIN GARDEN

Identifying Priorities for Climate Resilience

Climate Scenario Workshops

The Village hosted scenario planning workshops with internal stakeholders (Village staff, elected leaders, and volunteer committee members) and youth in order to gain insights about the hazards and vulnerabilities that are of greatest concern to community members and to identify priorities for building resilience in the future.

Stakeholders were presented with **projected climate scenarios for the mid-21st century** along with various **approaches to developing resilience that could help the Village prepare** for such events.²⁰ The scenarios (summarized below) were presented by the planning team, and participants were asked to identify the resilience approaches they deemed most effective for addressing the hazards associated with each scenario. The feedback from these workshops is included on pages 30-35.



Extreme Heat Scenario

In Summer 2050, the Village of Lancaster is in the midst of a record-setting heatwave. There have been 9 consecutive days with high temperatures exceeding 90 degrees (F), and the Village recorded its first ever day over 100 degrees.

Demand for electricity is at an all-time high, leading to rolling brownouts and intermittent power outages; during these times many residents are unable to cool their homes and businesses. Numerous reports of heat-related illness have been reported and cooling shelters are working at maximum capacity.



Flooding Scenario

In April of 2055, heavy rains have soak the Village of Lancaster over 13 consecutive days. Two of these days have totaled over 1.0 inch of precipitation within 24 hours, exceeding the 99th percentile for daily precipitation levels.

The rains are creating flooding conditions throughout the Village. Water levels in Cayuga and Plum Bottom Creeks are at historic levels, overflowing culverts and threatening to wash out bridges. Many homes, businesses, and public buildings have been damaged by the flooding, and some roads are impassable to vehicles, making emergency operations all the more difficult.



Severe Winter Weather Scenario

In January of 2053, a historic lake effect snow event blankets Western New York with several feet of dense, heavy snow. Temperatures plummet and sustained heavy winds cause damage to trees, buildings, and vehicles. Several neighborhoods lose electricity for 2 or more days.

After the storm passes, temperatures quickly rise leading to rapid snowmelt and flooding of streets and buildings. Soon after clean-up has started, a second storm starts up. Streets become icy, and there are numerous reports of people stranded in vehicles or stuck in their homes due to drifting snow.

9 Potential Approaches

for building Climate Resilience

Nine potential approaches to building resilience at a local level were presented to workshop participants. These nine approaches, listed below, were developed by the planning team through a review of past plans and literature on climate adaptation. In general, the potential approaches fall into actions related to infrastructure improvements and others that deal with planning and policy interventions.

These approaches are general and capable of addressing the impacts of multiple climate hazards. Implementation of these approaches could involve various kinds of projects, programs, or policies. In this way the potential approaches can be customized to address local conditions and specific challenges.

Dedicated climate adaptation funds	Allocate funding obtained through taxes, fees, or cost savings to support local climate adaptation actions.
Improved gray stormwater infrastructure	Upgrade sewer and stormwater infrastructure and other engineered systems to mitigate flooding, reduce runoff, and improve water quality.
Green infrastructure/design	Utilize nature and nature-based solutions on public and private property to mitigate flooding and extreme heat.
Enhanced emergency operations	Ensure emergency operations and systems are up-to-date and people are well-informed about resources and protocols during hazard events.
Sustainable development/land conservation	Integrate climate risk into planning, urban design, and development; employ zoning and land use controls to protect wetlands and natural spaces to enhance resilience.
Climate education/outreach	Increase public awareness of changing climate impacts and build support through community education; provide training for city staff and first responders.
Structural upgrades for hazard mitigation	Upgrade buildings and infrastructure to keep occupants safe and comfortable and minimize damages during flooding and other hazard events hazards.
Climate-resilient construction material	Utilize sustainable materials that reflect solar energy to minimize heat island impacts and allow water to permeate the ground to reduce stormwater runoff.
Invasive species management	Ensure that ecosystems are protected from invasive species that can have widespread impacts.

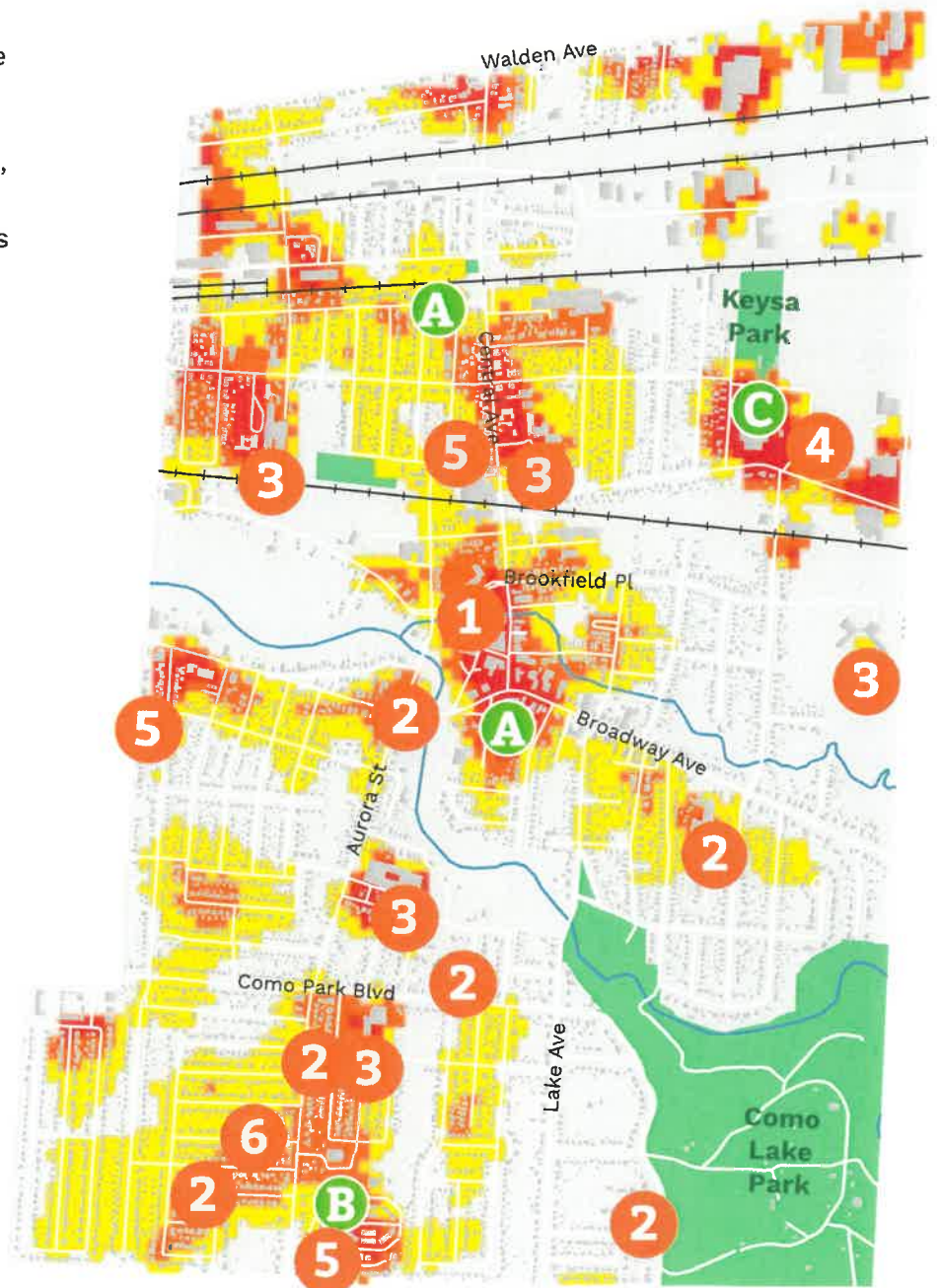


Identifying Priorities for Extreme Heat

Issues related to extreme heat stem from burning of fossil fuels, and the resulting emissions, known as greenhouse gases, which trap heat in the atmosphere. Increased atmospheric temperatures can be compounded by ‘heat islands’ in developed areas where solar heat is absorbed by, and radiates from, buildings and paved surfaces, resulting in higher measured surface temperatures, as shown on this map. Tree planting and nature-based solutions were identified by Village stakeholders as strategic ways to address extreme heat in the Village of Lancaster.

Stakeholders identified places throughout the Village that could serve as Cooling Centers for vulnerable residents, and discussed where backup power would most be needed in case of blackout and brownouts, particularly to keep municipal services running in the case of power outages. Working with the local electric utility, NYSEG, to include energy storage at the sub-station in the Village could also help preserve power for the entire Village, allowing residents with air conditioning to shelter in place or provide refuge for neighbors in need during high heat events.

Public outreach and education to help residents prepare and understand existing resources should be an important part of the Village’s overall resilience strategy.



What were the areas of concern for Extreme Heat?

- 1** Lancaster Towers - a 9 story building with 158 units of affordable housing for seniors. Maintaining air conditioning and electricity to operate elevators will be critical during periods of high heat.

- 2** Group Homes and Nursing Homes - a variety of large and small facilities for seniors or people with disabilities who may be vulnerable to heat-related illness.

- 3** Schools - school children may be vulnerable to heat-related illness; schools may also be natural places to be equipped as cooling centers/resilience hubs.

- 4** NYSEG Electrical substation - ensuring that this infrastructure can remain operational during high heat will protect the village's power supply.

- 5** Heat Islands in residential areas - more paved/impermeable surface causes higher temperatures in localized areas.

- 6** Damaged tree canopy - loss of street trees also leads to higher ground temperatures in the surrounding areas.

Identified Assets for Resilience

- A** Fire halls - may serve as cooling centers/resilience hubs during high heat events.

- B** Senior Center & Youth Bureau - public buildings that could be equipped as cooling centers though collaboration with the Town of Lancaster.

- C** Keysa Park Pool - a resource for residents seeking to cool off during extreme heat, if coordinated with the Town of Lancaster.

Top resiliency approaches recommended by...



...community members



...internal Stakeholders

Enhanced emergency operations

Cooling centers may also serve as resilience resource hubs.



Climate Education & Outreach

Extreme heat may be a “new” phenomenon for some residents.



Climate-resilient construction material

Reflective roofs and walls can help buildings stay cooler.



Green Infrastructure/design

Planting trees is cost-effective and provides additional benefits.





Identifying Priorities for Flooding

The Village of Lancaster has a history of dealing with localized flooding. Stakeholder concerns focused on areas with a history of past flooding incidents, and many community members mentioned the need for household flood-control measures, including sump pumps, throughout the Village.

Neighborhoods near Como Lake Park, Cayuga Creek and Plum Bottom Creek were identified as the most vulnerable areas of the Village for flooding. It will be important for the Village to continue to take measures to mitigate flooding near these waterways, as critical infrastructure such as bridges, roads, rail corridors, County stormwater assets, the Village's DPW, and residential housing are all located in the FEMA recognized flood zones.

There have been numerous projects recently completed or funded that will address flooding in the Village, however upstream development of natural lands for housing may exacerbate flooding in the Village and other downstream communities in the watershed, suggesting the need for coordinated planning with other municipalities within the creeks' watersheds.



What were the areas of concern for Flooding?

- 1 Cayuga Creek at Lake Avenue and along the north edge of Como Lake Park - the most flood-prone area in the Village of Lancaster, including significant flooding in 2017. Dredging of the creek is required periodically to remove sediment carried by upstream runoff.

- 2 The neighborhood south of Cayuga Creek between Brunswick and Aurora St. is prone to flooding. Parts of this neighborhood may lie within the floodplain when FEMA maps are re-drawn.

- 3 Lancaster DPW and an Erie County wastewater pumping facility are located in close proximity to a flood-prone areas.

- 4 Any new development along Brookfield Place may contend with future flooding issues as it is close to the 100 yr floodplain boundary.

- 5 The area between Holland Ave. and School St. is also vulnerable to flooding from Plum Bottom Creek during heavy precipitation events.

- 6 Conrail/Erie - Lackawanna Railroad - crosses the Plum Bottom Creek floodplain; operations may be impacted by future flooding events.

Identified Assets for Resilience

- A New culvert installed along Plum Bottom Creek to manage flow in the village's downtown.

- B Green Infrastructure projects have been installed at various locations, including Pleasant Avenue, to assist with stormwater absorption.

Top resiliency approaches recommended by...



...community members



...internal Stakeholders

Structural Upgrades for Hazard Mitigation (Flood-Proofing)

The DPW facility on Broadway was noted as Priority #1 for flood protection.



Improved "gray" stormwater infrastructure

Incremental upgrades to the sewer system and engineered flood prevention near creeks.



Green Infrastructure & Design

Use natural areas and nature-based designs to absorb stormwater.



Enhanced Emergency Operations

Planning for flood events and potential evacuation is increasingly important.





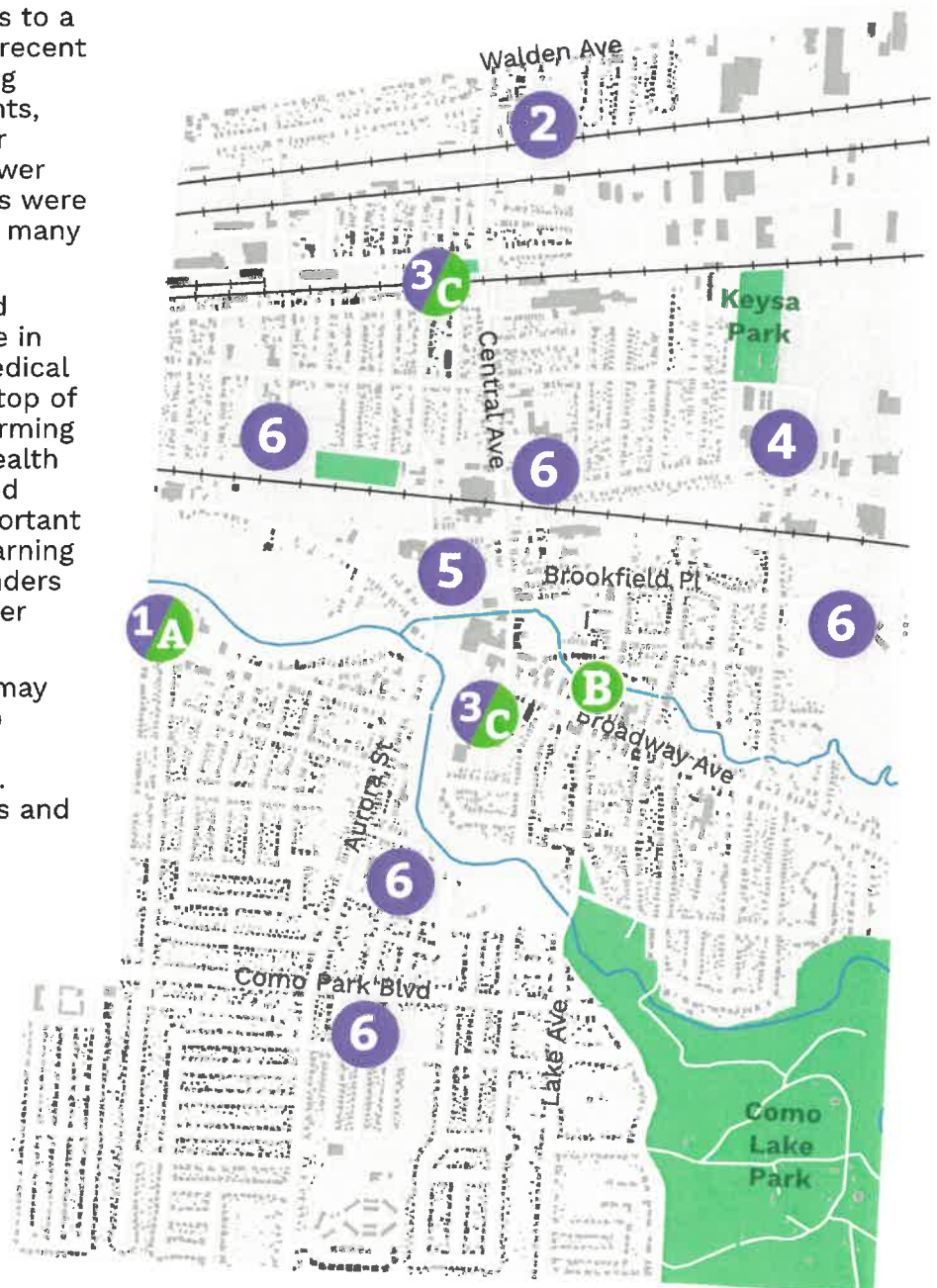
Identifying Priorities for Severe Winter Weather

The winter storm scenario discussed in the workshops bore similarities to a storm the Village experienced in recent years. Stakeholders recalled being the epicenter of heavy snow events, and quickly becoming the hub for first responders in the region. Power outages and transportation issues were some of the highest priorities for many of the stakeholders.

Having safe access to seniors and vulnerable residents that may live in older housing stock or rely on medical equipment for their survival was top of mind. Clearing routes to local warming shelters or providing access to health care facilities should be prioritized during such events. It is also important to provide adequate advanced warning to help residents and first responders better prepare for extreme weather events.

Climate education and outreach may be the most effective way to help Village residents and employees prepare for these extreme events. Preparing homes with survival kits and emergency plans, knowing the available resources and which residents may need them, and having adequate communications networks are all critical to building community resilience to extreme winter weather.

Extreme weather events also have the potential to include localized flooding as snow melts. Considerations for flooding should also be applied to winter weather preparedness.



What were the areas of concern for Severe Winter Weather?

- 1 DPW Building - snowplows and other heavy equipment kept here are key to the Village's response to major snow and winter weather events. Keeping snow from piling up around ground-level HVAC units was identified as an important task.

- 2 Lancaster Volunteer Ambulance Company - vital to the Village's emergency response.

- 3 Lancaster Volunteer Fire Department facilities

- 4 NYSEG Electrical Substation - power lines near this station may be vulnerable to high winds.

- 5 Lancaster Towers (senior housing) - high priority site for emergency response

- 6 Local schools and preschool

Identified Assets for Resilience

- A DPW - a potential warming shelter. To date, the Village has not established warming shelter/resilience hub sites for extreme cold/"Code Blue" events.

- B Public Library - a potential warming shelter location

- C Fire Stations - potential warming shelter locations

Top resiliency approaches recommended by...



...community members



...internal Stakeholders

Enhanced Emergency Operations

Establishing and equipping warming shelters at community sites.



Climate Education & Outreach

Promote household preparation for winter weather events and the resources available to residents.



Dedicated Climate Adaptation Funds to support Vulnerable Populations

Funds should be prioritized for lower-income and vulnerable households.



Improve "Grey" Storm Water Infrastructure

Improvements to stormwater drainage systems will reduce flooding from snowmelt.



Recommended Strategies for Climate Resilience

The recommended strategies described in this section identify **steps that can be taken to enhance climate resilience in the Village of Lancaster, with important roles for both community members and the village government.** These recommendations were developed through the synthesis of scientific research on future climate impacts, assessment of local conditions, and feedback from community residents and stakeholders about the resiliency approaches that were presented.

Feedback from the internal stakeholder group tended to focus on **village operations, infrastructure and long-term development**, while community members focused more on **quality of life issues**; however, the resilience strategies selected by each group show **remarkable overlap for all of the scenarios discussed** (see pp. 31, 33, 35).

The prioritization of resilience strategies by community survey respondents was more general, as the survey did not break down choices by hazard type. The top-priority strategies among survey respondents were focused on **land use decisions** (protecting natural areas, avoiding development in hazard-prone areas) and **maintaining/upgrading traditional infrastructure**, with less focus on new programming or protocols for adapting to climate impacts.

Stakeholders identified several of the resilience approaches as **cross-cutting priorities** for all climate adaptation action that the Village may take on. These include:

- **Climate education and outreach** – can bolster awareness of available resources, help to dispel misinformation, and improve household preparedness for climate hazards.
- **Enhanced emergency operations** – evolving climate hazards will require new methods and technologies to be employed by municipalities to manage emergencies.
- **Dedicated climate adaptation funding** – diverse and innovative modes of funding are needed to ensure sustained progress and avoid competing with other priority areas for public funds. Potential funding sources for each of the recommended strategies are identified on page 45.

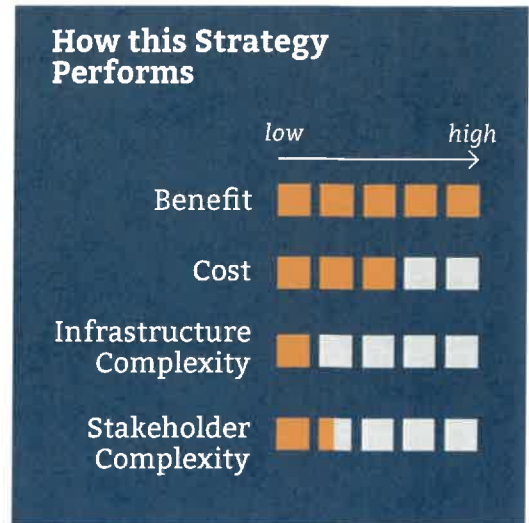
In the following section, each recommended strategy is described in terms of how it could contribute to climate resilience in the Village of Lancaster. The “**How This Strategy Performs**” matrix accompanying each recommendation provides information on the relative **resilience benefit, costliness, and complexity of implementing the strategy**²¹, followed by ideas for local implementation to address specific hazards.

Climate Resilience Strategy:

Enhance emergency operations for extreme weather events

Extreme weather events have prompted municipalities to enhance their emergency operations. This can entail **targeted communication to inform the public** on emergency procedures, **early-warning systems** and protocols, and ensuring adequate emergency preparation and **back-up power at emergency shelters and critical facilities**.

Given its **applicability across all hazard types** and its importance for effective emergency response, this strategy was **the most popular choice among community and internal stakeholders**. The Village of Lancaster also serves as the center of operations for the Town of Lancaster’s emergency response; thus **ensuring that the Village’s public infrastructure and the transportation network can function during and after extreme weather events is of high importance**.



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Extreme Heat

- Establish a “Code Red” system for to notify residents of extreme heat events and the resources available to mitigate heat-related risks.
- Establish cooling shelters at public facilities; utilize these sites to provide information and resources for making homes more efficient and comfortable.
- Provide support to facilities providing housing to vulnerable populations to ensure back-up power is in place and residents can be kept safe during extreme weather event.



Flooding

- Update flood evacuation protocols and provide targeted communications about them to residents who live in the most flood-prone neighborhoods.
- Coordinate planning for future flooding events with other communities within the Cayuga Creek watershed. Engage non-profit partners with expertise in this area, such as Buffalo Niagara Waterkeeper, to review plans.



Severe Winter Weather

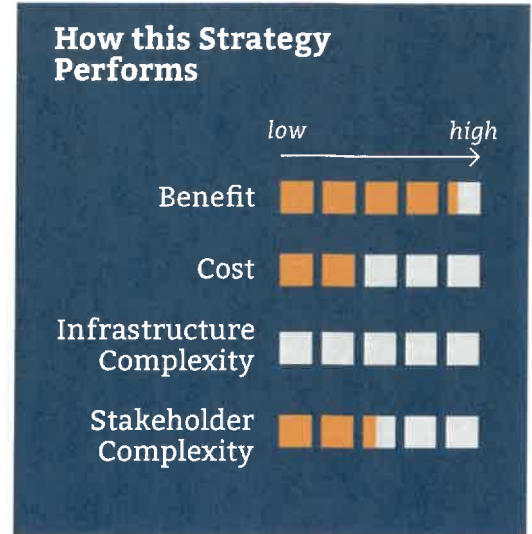
- Ensure emergency protocols prioritize first responder and DPW facilities to ensure emergency services can access roads.
- Develop emergency plans & protocols in collaboration with Town of Lancaster, Village of Depew, and Erie County.
- Designate and equip public facilities, such as schools, to serve as emergency shelters during extreme cold events. Coordinate with OEM to request supplies in advance.
- Enforce Village’s winter parking ban on streets to ensure roads can be plowed during heavy snow events.

Climate Resilience Strategy:

Bolster climate awareness and household hazard preparedness through education and outreach

Climate education and outreach helps communities adapt to climate hazards **by increasing knowledge of potential impacts at the local level**, motivating residents to **prepare their homes** for extreme weather events, and **connecting them with resources** to help with these preparations.

Outreach and education can be accomplished through creative methods and tailored to local needs and interests; it may include **special events, targeted media campaigns, workshops or trainings, surveys to gather information from residents, and other means of public engagement**. These efforts require considerable planning and coordination, and have varying costs depending on scale; however they can be a relatively straight-forward way to build buy-in for efforts to build climate resilience and other sustainability initiatives at the local level.



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Extreme Heat

- Provide information through print and social media and local news sources about heat-related health threats, locations of cooling centers, and resources for cooling homes and neighborhoods.
- Encourage renewable energy sources and energy storage among households and local businesses to minimize the demand on the local electrical grid during high heat days.



Flooding

- Target education and outreach to households located within flood-prone areas near Cayuga and Plum Bottom Creeks. Provide tips or starter kits to encourage households to plan for and put together emergency supplies for flooding events.
- Provide education throughout the community on household preparedness for flooding and other weather-related emergency events, the Village’s evacuation routes, and the location of areas of refuge if evacuation orders are given.



Severe Winter Weather

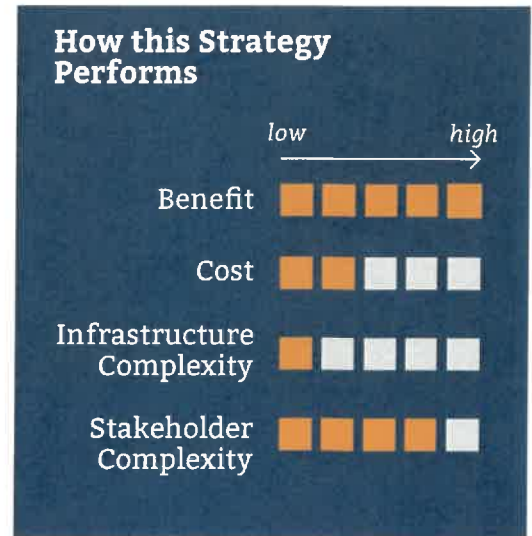
- Provide education to community members regarding household preparation for extreme weather events, including the supplies to have on hand and plans for if heat or electrical power is lost. Consider providing simple emergency kits to households and educating K-12 students about household preparedness.
- Provide information to home and business owners about practical steps to protect their properties from damage during severe weather events.

Climate Resilience Strategy:

Promote sustainable development and protect natural areas through land use regulations

Municipal land use regulations can support climate resilience **by preserving natural areas**, which provide environmental services, and encouraging development in suitable locations at appropriate densities. **Zoning codes can designate areas for conservation**, and can be complemented by building and infrastructure codes that integrate sustainable development goals in construction materials and operations. Due to the many stakeholders impacted by land use decisions, land use **regulations can be procedurally complex to implement, but the potential benefit for climate resilience is high.**

The priorities for resilience among **community survey respondents focused on this category**, highlighting the desire to avoid problems, when possible, by **restricting development in hazard prone areas and maintaining the benefits of greenspaces and natural areas.**



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Extreme Heat

- Promote compact development downtown and along commercial corridors through in-fill development and adaptive re-use of existing buildings, prioritizing energy efficiency and modernized HVAC systems; facilitate building reuse through financial incentives and technical assistance for developers or business owners.
- Develop infrastructure for walking and biking (such as sidewalks, bike lanes, and lighting) within the Village and connecting downtown to commercial areas and important community locations to allow for safe and expedient mobility during extreme heat events and reduce the need for car travel.
- Capitalize on new public transit routes by planning for development in areas near transit stops.



Flooding

- Revise zoning code to minimize new development in flood-prone areas or natural areas that provide important environmental services, such as flood control.
- Consider building permit requirements that would require infrastructure improvements (especially sewer) as part of new developments.
- Identify properties with natural land cover that have strategic value for reducing stormwater runoff and provide incentives for conservation of natural land. Add new public parks when possible.

Climate Resilience Strategy:

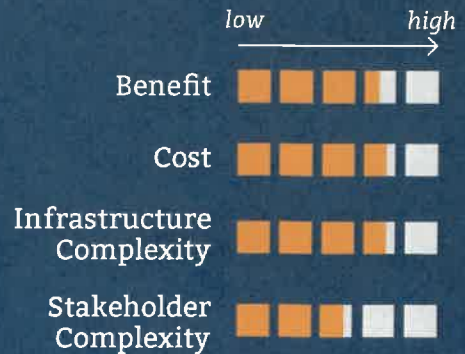
Upgrade stormwater & sewer systems to mitigate flooding

As extreme precipitation events become more common, improvements to “gray” stormwater infrastructure can help municipalities **reduce stormwater runoff, flooding, and degraded water quality**. Replacing older sewer lines and stormwater systems can provide considerable long-term benefits for managing flooding, though improvements on this level are inevitably **costly and involve complex engineering** and in-depth stakeholder engagement.

Other measures may be more cost-effective, such as pumping **station upgrades, green infrastructure**, or artificial barriers and reservoirs **to impede stormwater runoff**.

Sewer and stormwater system upgrade projects to manage flooding from local creeks were **identified by all of the stakeholder groups as a high-priority** for the Village of Lancaster, given on-going flood concerns.

How this Strategy Performs



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Flooding

- Develop a plan to determine sections of sewer or stormwater infrastructure that need to be replaced or repaired over time. Identify and prioritize areas of highest flooding concern or where drainage infrastructure is inadequate to handle the current flow of stormwater for replacement when funding is available.
- Prioritize flood management infrastructure near Plum Bottom Creek in the eastern part of the Village, which has the lowest elevation and may be more prone to flooding.
- Identify green infrastructure or engineered solutions that can help to divert or retain stormwater to minimize flood pressures on the existing system.
- Encourage residents to disconnect gutter downspouts from the sewer system.



Severe Winter Weather

- Identify areas where rapid snowmelt or ice jams may contribute to local flooding or problems with stormwater management and incorporate these areas into the list of sewer/stormwater system sections that are prioritized for upgrades.

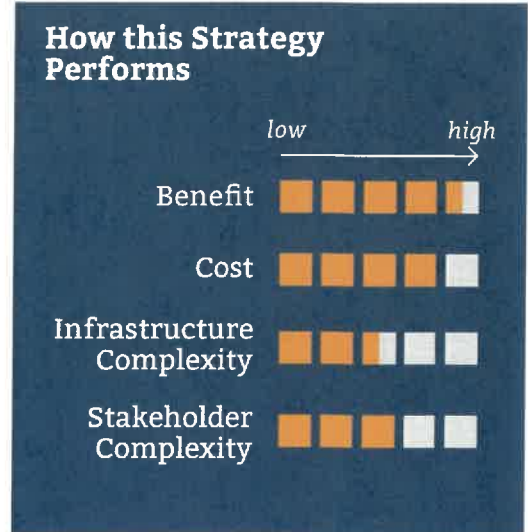
Climate Resilience Strategy:

Promote green infrastructure on public and private property

Green infrastructure involves using materials, technology and design elements to **emulate and maintain the function of natural systems**, reducing the impact of climate hazards like flooding and extreme heat. Green infrastructure for flood control includes **bioswales, rain gardens, green street design, or pavement removal**. Heat island impacts can be reduced by using **green roofs & walls, urban forestry, and green design**.

Implementing this strategy can be costly, but **saves costs in other areas**, such as avoiding expensive sewer infrastructure replacements and reducing energy use by **cooling buildings**. It can also enhance the visual appeal of urban areas

The Village of Lancaster has successfully integrated green infrastructure at Cayuga Creek Park, and manages a tree-planting program to enhance the Village’s tree canopy.



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Extreme Heat

- Continue and expand tree planting programs along residential streets, commercial areas, and public spaces to increase areas with natural shade and tree diversity within the Village. Tree planting efforts should be aligned with areas where higher heat island effects have been recorded.
- Develop an educational campaign to involve residents and students in tree planting and tree care on their properties, including information on selecting species of trees and other plants that support biodiversity and climate resilience.
- Provide low- or no-cost tree saplings and native plants to residents to encourage climate-resilient landscaping practices.



Flooding

- Include requirements for green infrastructure, such as bioswales and rain gardens, in site plans for new development that will increase impervious surface on a site.
- Encourage residents to disconnect gutter downspouts from the stormwater system by incentivizing rain-barrel connections.
- Organize green infrastructure demonstration projects and develop educational resources to inform residents and business owners about the rationale for these projects.
- Provide educational material and host workshops to encourage residents to install rain gardens.

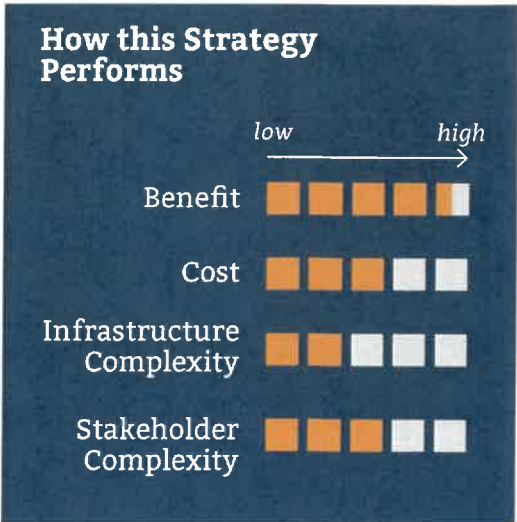
Climate Resilience Strategy:

Help property owners upgrade structures to mitigate hazards

Structural upgrades can **help buildings withstand extreme weather events** including winter weather, flooding, and high heat, while also **protecting the occupants** from the impacts of these events. **Increased energy efficiency** in buildings that leverage renewable energy and energy storage **allow buildings to maintain indoor temperatures** while providing reliable energy and backup power for residents. This **reduces exposure for residents and can enhance public safety**.

Although, this strategy relies heavily on engineering solutions, which may be complex and costly to implement, **it is likely to save lives and costs related to natural disaster recovery.**²²

Other examples could include modular construction, temporary or movable **features that protect from flood infiltration or extreme heat**, and improved drainage.



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Extreme Heat

- Provide information about existing programs that assist low- to moderate-income households and local businesses to take advantage of incentives for energy-efficiency upgrades and weatherization at their properties.
- Pursue and allocate dedicated funding such as Community Development Block Grants (CDBG) for home improvements to assist with climate adaptation, such as home energy efficiency, air conditioning, backup power, and renewable energy resources.



Flooding

- Revise building codes to make flood mitigation practices and materials, such as drainage systems and freeboarding, standard practice for new construction or large-scale rehab projects in flood-prone areas.
- Provide a local demonstration of flood-proofing on a public or private building within a flood-prone area along with information about how to implement flood-proofing for home and business owners.
- Require that new or rehabbed homes in flood prone areas be equipped with sump pumps.
- Adjust zoning maps as new floodplain maps are released to discourage development in flood-prone areas.



Severe Winter Weather

- Provide Information about existing programs that promote home energy upgrades, such as insulation, HVAC systems, and other energy efficiency measures.
- Identify existing programs to assist low- to medium-income households to equip their homes with back-up power.
- Ensure that heating systems at public facilities are adequately vented to protect from being affected by drifting snow. Provide information to the public about adequate ventilation for heating systems during severe weather events.
- Explore how micro-grid systems using renewable energy and energy storage could help provide back-up power during outages.

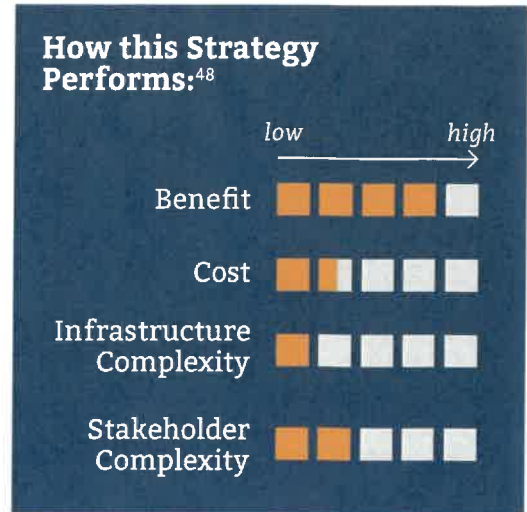
Climate Resilience Strategy:

Increase the use of climate-resilient building materials

Climate-resilient construction materials can enhance resilience to climate hazards for buildings and neighborhoods. **Sustainable and lighter-colored materials and building exteriors can mitigate extreme heat effects and reduce stormwater runoff.**

Examples of climate resilient construction materials are white roofs and walls to reflect solar heat and “cool” and permeable pavements. **Using climate-resilient materials in new construction and renovation projects provides a relatively high benefit at moderate or low costs;** as such, the projects are generally fairly simple in terms of the administrative effort and infrastructure required.

Local building codes can be updated to require or encourage the use of more sustainable and resilient building materials.



HOW COULD THIS BE IMPLEMENTED IN THE VILLAGE OF LANCASTER?



Extreme Heat

- Amend building codes to require or encourage the use of white/reflective coatings or materials on roofs and walls over a specified size.
- Identify funding (grants or low-cost loans) to assist property-owners in retro-fitting buildings with climate-resilient building materials such as reflective paint or roofing materials.
- Install reflective roof coating on one or more Village-owned buildings and share photos and energy savings info with the public to demonstrate positive impacts. Host events at which contractors and business owners can learn about reflective roofing materials and installation.



Flooding

- Amend building codes to require or encourage the use of permeable or “cool” pavements on building sites that exceed a threshold of impervious surface area.
- Create a demonstration project by installing permeable or “cool” pavement at a public facility and sharing information with the public about how it performs differently than traditional pavements.

Recommended Climate Resilience Strategies at a glance

Strategy	The Risk/ Opportunity	Strategy Description	Implementation Leads
Enhance emergency operations for extreme weather events	Village emergency operations must adapt to changing hazards like extreme heat.	Continue to enhance local emergency operations and communications from the Village and adapt these systems to changing climate hazards.	Village government, Police, Fire, and Office of Emergency Management (OEM) working with all Village departments
Bolster climate awareness and household preparedness through outreach and education	Prepare households to manage climate hazards and build support for climate action.	Make households more aware and prepared for climate hazards through strategic education and outreach, technical assistance, and funding.	Village government, Fire Dept., OEM, DPW, Water, Schools, Library, Youth Dept., Senior Citizens
Promote sustainable development and protect natural areas through land use regulations	Development could overextend Village infra-structure and threaten natural areas that support hazard mitigation and climate resilience.	Use land use planning, policies, zoning, and other incentives to encourage development in previously developed areas to conserve and enhance natural areas, limit new infrastructure needs, and mitigate hazards.	Village government, Planning and Zoning Boards, Community non profits, Conservation organizations, NY State
Upgrade stormwater and sewer systems to mitigate flooding	Aging sewer & stormwater infrastructure can contribute to flooding problems.	Continue to make cohesive, strategic efforts to maintain, update, and enhance the sewer system to prepare to handle more extreme precipitation events.	Village government, DPW, Engineering, Water, WNY Stormwater Coalition
Promote green infrastructure on public and private property	Green infrastructure is a cost-effective but underutilized measure to mitigate flooding and other hazards.	Expand the use of green infrastructure in public places and on residential and commercial properties through strategic planning, education and outreach, technical assistance, funding, and incentives.	Village government, DPW Engineering, Property owners, Consultant(s), Planning and Zoning Boards
Help property owners upgrade structures to mitigate hazards	Older homes and buildings can increase hazard risks for community members.	Provide homeowners with financing, funding, technical assistance, and other supports to encourage improvements to energy efficiency and flood resistance.	Village government, DPW Engineering, Building Inspector, Property owners, Consultant(s)
Increase the use of climate-resilient building materials	New construction and rehabilitation projects can employ advanced building materials to manage heat and extreme weather.	Provide building owners, developers, and homebuilders with incentives and technical assistance to utilize building materials that will reduce heat island effects, protect from flooding, and minimize other impacts related to extreme weather.	Village government, DPW Engineering, Building Inspector, Property owners, Consultant(s)

Ways to Implement

Funding Options

- Emergency notification system to inform/prepare public for hazards.
- Ensure all Village buildings and schools are properly equipped to serve as emergency shelters during extreme heat and cold.
- Purchase vehicles for Village departments to enable first responders to travel in extreme snowfall events.
- Coordinate emergency plans with nearby municipalities, Erie County, and State agencies.
- Require or incentivize backup power generator capability for critical services.

FEMA Preparedness Grants, FEMA/NYS Department of Homeland Security and Emergency Services, Building Resilient Infrastructure and Communities

- Community outreach and education to promote awareness and preparedness.
- Distribute emergency supplies & resources to enable residents to shelter in place.
- Support community groups to assist in hazard response/recovery, especially vulnerable populations (e.g., distributing food/supplies via snowmobiles).
- Partner with nearby municipalities, County or State to implement/fund strategy.

US EPA Environmental Justice Small Grants (EJSG) and Greening America's Communities; FEMA Preparedness Grants and Building Resilient Infrastructure and Communities; NYS DEC Climate Smart Communities

- Adapt zoning and engage with conservation non-profits to protect wetlands and other designated natural areas.
- Investigate other land use policies to limit flooding and preserve wetlands, tree cover, parks, and other open spaces.
- Promote adaptive reuse of existing buildings through financial incentives.
- Use zoning to encourage development in areas connected to existing sewers.
- Limit new development outside of existing sewer system, or require system upgrades as part of any new development that utilizes sewer system.

NYS DEC, Freshwater Wetlands Program; NYS Environmental Protection Fund Grants; National Fish and Wildlife Foundation, Acres for America; US EPA Wetlands Protection Development Grants; US EPA and NYS DEC Brownfields Program Grant Funding; NY Main Street Program

- Remove residential stormwater from entering the sanitary sewer system.
- Redesign and right-size the sewer infrastructure where necessary.
- Procure State and Federal funds and other funding sources for system improvements.
- Develop a strategic plan to determine how to most efficiently carry out additional sewer projects through phased implementation to address the most critical infrastructure needs and capitalize on available funds.

US EPA, Sewer Overflow and Stormwater Reuse Grants; NYS Environmental Facilities Corporation, Water Infrastructure Improvement Act; Northern Border Regional Commission, State Economic & Infrastructure Development Investment Program, Inflation Reduction Act

- Incorporate strategic plans for green infrastructure (GI) in comprehensive plan.
- Update zoning codes to promote GI use for neighborhoods and Village.
- Adapt Villagewide tree inventory for increased diversity and climate resilience.
- Demonstration projects for GI with public education components for residences, businesses, and public spaces, and other education on GI practices/opportunities.
- Promote GI for residents and businesses through new incentives, funds or credits, including rain barrel and rain garden programs.
- Monitoring and outreach to maintain GI practices on private lands.

NYS Environmental Facilities Corporation, Green Innovation Grants; US EPA Great Lakes Restoration Initiative; US EPA Green Streets, Jobs, Towns (G3) Grants; NYS DEC Urban and Community Forestry Grants

- Provide technical and financial assistance to promote home energy-saving improvements such as insulation, and other energy efficiency measures.
- Procure and allocate Village dedicated funds for climate adaptations and home improvements, such as air conditioning, back up power and renewable energy.
- Ensure energy efficiency and hazard mitigation measures for new construction.
- Install demonstration projects on Village properties.

NYSERDA Home Energy Efficiency/Performance Programs; US Dept. of Energy, Energy Efficiency and Conservation Block Grant Program; HUD, USACE Floodplain Management Services (FPMS) Program, Tax credits/abatements, Inflation Reduction Act

- Revise building codes to require/encourage the use of climate-resilient building materials to manage heat and flooding impacts.
- Secure and implement funding (grants, low interest loans) to assist property owners in retrofitting their homes and businesses.
- Provide education through outreach, technical assistance programs, and demonstration projects at public buildings.

NYSERDA Regional Clean Energy Hubs; NYSEDA Clean Green Schools Initiative; US Dept. of Energy, Energy Efficiency and Conservation Block Grant Program; HUD, Tax credits/abatements, Inflation Reduction Act

Moving Forward

AN EVOLVING PROCESS

This document provides a **starting point for an ongoing process** to promote climate resilience in the Village of Lancaster that involves continual review and revision. The resilience strategies that the Village implements **should be regularly monitored to track progress and results** evaluated relative to the Village's resilience goals. Project results should be shared with the public and elected leaders.

The Village will need to reassess vulnerabilities periodically as the impacts of natural hazards on local conditions continues to evolve. Lessons learned can be applied to **adapt resilience strategies and identify new approaches**. This process will require continual engagement with the community's residents, businesses, organizations, and other stakeholders to ensure that new resilience strategies **reflect the public's concerns and empower community-led climate action**.

This plan and its recommended strategies are **intended to inform the Village's future planning processes**, including the Comprehensive Plan update, where the strategies included here can be refined and moved toward implementation.



COLLABORATION

The Village of Lancaster has already made meaningful progress toward building climate resiliency, due in part to the healthy cooperation between the elected leaders, community members, and key departments within the Village government. The ongoing work of the **Climate Smart Communities Task Force, Forestry Advisory Board**, and the Village's **Sustainability Coordinator** have been and will continue to be instrumental in moving the climate resilience strategies forward.

Collaboration with neighboring municipalities, Erie County, and New York State agencies (such as the Dept. of Environmental Conservation) **will also be key to making measurable progress toward community resilience**, especially in the area of flood management, and responding to extreme weather events.



CROSS-CUTTING STRATEGIES

Over the course of this plan's development, three of the resilience strategies were repeatedly identified as **over-arching strategies that should be prioritized** in order to **enable more specific and localized resilience projects.**

These cross-cutting strategies are:

- **Climate Education & Outreach** to build community buy-in for new initiatives.
- **Enhanced Emergency Operations** to protect residents and the community at-large at critical moments.
- **Securing dedicated climate adaptation funding** to provide for timely and flexible development of resilience projects.

Conclusion

The Village of Lancaster has **demonstrated its commitment to leadership** in the areas of sustainability and climate action. This plan represents another step in **the Village's efforts to ensure the safety and well-being of its residents and stewardship of its natural environment** in light of evolving climatic conditions. Implementing the plan's recommendations will involve the **dedicated efforts of community members and stakeholders**, in addition to the Village's government.

The **ability to secure funding** will have obvious implications for the scope and timeline of future climate resilience projects in the Village. Thanks to the planning that has already been done, **the Village of Lancaster should be in a strong position to capitalize on State and federal funding opportunities.**

Sustaining and amplifying the work of building climate resiliency today will help to **ensure that future generations of residents can experience life in the Village of Lancaster at its best for many years to come.**



Data Sources and Notes

1. **Pg. 8** - Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report, WGI, Technical Summary; B.D. Santer et.al., "A search for human influences on the thermal structure of the atmosphere," 1996. *Nature*, 382; T. Westerhold et al., "An astronomically dated record of Earth's climate and its predictability over the last 66 million years," 2020. *Science*, 369.
2. **Pg. 14** - Britannica. "Seneca." (2024). <https://www.britannica.com/topic/Seneca-people>.
3. **Pg. 14** - "Town of Lancaster, Village of Lancaster, Village of Depew Joint Comprehensive Plan." 2018. Prepared by Wendel, WWS Planning, and Larsen Engineers.
4. **Pg. 15** - US Census, American Community Survey (ACS), 5-year estimates, 2022. Population comparison are based on population data from: "Town of Lancaster, Village of Lancaster, Village of Depew Joint Comprehensive Plan." 2018.
5. **Pg. 15** - US Census, ACS, 5-year estimates, 2017-2022.
6. **Pg. 15** - US Census, Center for Economic Studies, Longitudinal Employment-Household Dynamics, Origin-Destination Employment Statistics, 2020. Accessed August, 2023 via <https://onthemap.ces.census.gov/>
7. **Pg. 17** - Environmental Areas Table. Developed Area: USGS, National Land Cover Dataset, 2021. Represents the sum of all areas classified as developed (includes low, medium-, or high intensity development). Impervious surfaces: USGS, Impervious Surfaces, 2021. Impervious surface data provides the percent impervious cover for all areas in the US, at a resolution of 30m. This percentage cover is multiplied by the area of each pixel in the data (900m²) and divided by the total land area to determine the overall percent impervious cover in the City. Wetlands: NYSDEC Regulated Wetlands, National Wetlands Inventory 2023; Parks/Open Spaces and Vacant Land: Erie County Tax Parcel Data 2022; Trees; Village of Lancaster Tree Inventory 2019.
8. **Pg. 18** - US Census, 2010 and 2020. <https://www.census.gov/quickfacts/fact/table/lancastervillagenewyork,lancastertowneriecountynewyork/PST045222#PST045222>
9. **Pg. 19** - (Critical Assets Map). Bridges: NYS Department of Transportation, 2021; Potential brownfields/chemical waste storage: NYS DEC, Chemical Bulk Storage Facilities program, 2023- designation applies to properties that store a hazardous substance that must be registered with DEC; All other Critical Assets (Hospitals, schools, police, fire, libraries, government buildings, wastewater treatment, and electric substations); Erie Co. Parcel Data, 2022. Extracted using property class codes.
10. **Pg. 21** - Climate scenarios were developed using U.S. Global Change Research Program, Climate Mapping for Resilience and Adaptation (CMRA) Tool using National Climate Assessment LOCA data, 2018. Accessed November 2023 at resilience.climate.gov/
11. **Pg. 23** - Village of Lancaster Extreme Weather Vulnerability Assessment. 2020. Prepared by C&S Companies. Also, data regarding precipitation and storm surges was drawn from: "Responding to Climate Change in New York State: The ClimAID Integrated Assessment for Effective Climate Change Adaptation in New York State." (2011, updated 2014). *Annals of the New York Academy of Sciences*, 1244: 2-649. <https://doi.org/10.1111/j.1749-6632.2011.06331.x>
12. **Pg. 23** - Village of Lancaster Extreme Weather Vulnerability Assessment. 2020. Prepared by C&S Companies.
13. **Pg. 23** - Erie County Climate Vulnerability Assessment Hazards Summary Report Draft. 2020. Prepared by Susan Clark et al.
14. **Pg. 24** - Vermette, Stephen. "Weathering Change in WNY: Climatic Trend Analysis (1965-2016)," 2017. And, U.S. Global Change Research Program, CMRA Assessment Tool using National Climate Assessment LOCA data, 2018. Accessed July 2023 at resilience.climate.gov/

15. Pg. 25 - Vermette, Stephen. “Weathering Climate Change in WNY: Climatic Trend Analysis (1965-2016),” 2017. “Thunderstorm” wind events are those caused by storms with wind exceeding 58 miles per hour.

16. Pg. 25 - American Lung Association, “State of the Air,” 2023. Accessed September 2023 at <https://www.lung.org/research/sota/key-findings>

17. Pg. 26 - Boland, Brodie et al. “Focused Adaptation: A Strategic Approach to Climate Adaptation in Cities.” McKinsey Sustainability and C40. 2021.

18. Pg. 26 - Erie County Climate Vulnerability Assessment Hazards Summary Report Draft. 2020. Prepared by Susan Clark et al.

19. Pg. 26 - Erie County Climate Vulnerability Assessment Hazards Summary Report Draft. 2020. Prepared by Susan Clark et al.

20. Pg. 28 - Existing, Expected, and Extreme climate scenarios were developed using projections from NOAA CMRA Assessment Tool using National Climate Assessment LOCA data, 2018. Additional analysis on winter precipitation projections from Notaro, Bennington, and Vavrus, “Dynamically Downscaled Projections of Lake-Effect Snow in the Great Lakes Basin,” American Meteorological Society, Journal of Climate, 2014.

21. Pg. 36 - Strategy performance scores for potential approaches, (pages 37-43) are adapted from McKinsey Sustainability & C40 Cities, “Focused adaptation: A strategic approach to climate adaptation in cities,” July, 2021.

22. Pg. 42 - Boland, Brodie et al. “Focused Adaptation: A Strategic Approach to Climate Adaptation in Cities.” McKinsey Sustainability and C40. 2021.

IMAGE CREDITS

Pg. 18 - Cayuga Creek Park Construction - Gavin O’Brien

Pg. 20 - EV Charging Stations - UBRI

Pg. 20 - Tree Planing - Lynne Ruda

Pg. 20 - Green Infrastructure - Gavin O’Brien

Pg. 20 - Shade Tree - Gavin O’Brien

Pg. 25 - Wildfire Smoke - Colorado Department of Public Health & Environment - Air Pollution Control Division, May 19, 2023. <https://twitter.com/cdpheapcd/status/1659537882133204992>.

Pg. 25 - Spotted Lantern Fly - Cornell University College of Agriculture & Sciences

Pg. 25 - Emerald Ash Borer - Google Images (Creative Commons)

Pg. 27 - Central Ave. Rain Garden - Gavin O’Brien

Pg. 29 - Youth Scenario Planning Workshop - UBRI

Pg. 46 - Youth Scenario Planning Workshop - UBRI

Pg. 46 - Ribbon Cutting - Lynne Ruda

Pg. 47 - Water tower - Gavin O’Brien

Pg. 47 - Park/Splash Pad - Gavin O’Brien

Pg. 47 - Snowstorm - Lynne Ruda

Appendices

Appendix Materials for this plan are available online at: <https://buffalo.box.com/s/2tukuvy0e9chvolwooutco7hxf6eu48b>

Appendix Materials include:

Community Survey Materials

- Community Survey Questionnaire
- Community Survey Summary of Results

Community Resilience Workshop Materials

- Agenda
- Presentation
- Handout
- Feedback

Public Draft Plan Community Meeting Materials

- Presentation
- Feedback

Plans

- Links to Existing Planning Documents Referenced in this Plan



