



VILLAGE OF LANCASTER  
NOTICE OF TWO (2) PUBLIC HEARINGS  
TO BE HELD ON JULY 8, 2024

PLEASE TAKE NOTICE; That the Village of Lancaster Board of Trustees will conduct two (2) public hearings in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, NY on Monday, July 8, 2024, beginning at 7:15 P.M.

The first public hearing beginning at 7:15 P.M. is to consider the application of Skoob's Village Grille, 50 Central Avenue, for a permanent special use permit to conduct outdoor service of food and drink pursuant to Lancaster Village Code §§350-95 and 350-64.

The second public hearing will immediately follow the first and is to consider a local law which would add Article II "Avoidable Alarms" to Chapter 156, "FIRE PREVENTION" of the Village Code. If adopted, the local law would impose upon the owner of a structure or building within the Village monetary sanctions for multiple activations of an alarm system within a 12-month period through mechanical failure or other listed causes resulting in an unnecessary emergency response by the Village of Lancaster Fire Department.

The full text of the Lancaster Village Code and the proposed local law may be reviewed at the Village of Lancaster website <https://lancastervillageny.gov> or at the office of the Village Clerk during regular office hours at the Lancaster Municipal Building, 5423 Broadway, Lancaster, NY.

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

Michael E. Stegmeier  
Village Clerk

**PERMANENT SPECIAL USE PERMIT APPLICATION TO THE VILLAGE OF LANCASTER  
VILLAGE BOARD FOR OUTDOOR SERVICE OF FOOD OR DRINK BY AN EATING OR  
DRINKING ESTABLISHMENT**

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

DATE:			
RESTAURANT NAME:		SKOOB'S Village Grille <small>LISTED # 7 CORRESPONDENCE MEETING DATE 6/21/2024</small>	
RESTAURANT ADDRESS:		50 CENTRAL AVE LANCASTER NY 14086	
OWNER'S NAME(S):		William And Lori Skubis	
OWNER'S MAILING ADDRESS(ES):		240 Schwantz RD LANCASTER NY 14086	
OWNER'S TELEPHONE NO.(S)		Day: 716-440-2815	Evening: Cellular:
PROPERTY ZONING:		TOTAL SEATING CAPACITY OF INDOOR AREA:	# 120
TOTAL NUMBER OF PARKING SPACES ON PREMISES: (DO NOT INCLUDE STREET PARKING SPACES)	# 0	TOTAL SEATING CAPACITY OF OUTDOOR AREA:	# 56
		TOTAL INDOOR/OUTDOOR SEATING CAPACITY	# 176
DATE OF TEMPORARY SPECIAL USE PERMIT		INTENDED HOURS OF OUTDOOR SERVICE	11 AM - 10 PM
CONDITIONS OR RESTRICTIONS IMPOSED BY THE PLANNING COMMISSION UPON ISSUANCE OF THE TEMPORARY SPECIAL USE PERMIT. IF NONE SO STATE.  <p style="text-align: center;"><b>NONE</b></p>			
STATE ANY CHANGE IN INFORMATION FROM THAT PROVIDED BY APPLICANT TO THE PLANNING COMMISSION UPON THE TEMPORARY SPECIAL PERMIT APPLICATION. IF NONE SO STATE.  <p style="text-align: center;"><b>NONE</b></p>			

**RECEIVED**

JUN 10 2024

Village of Lancaster  
Clerk- Treasurers Office

Owner: <i>[Signature]</i>	Date: 6/11/24
Owner: <i>[Signature]</i>	Date: 6/11/24



**June 22, 2023**

Lynne Ruda, Mayor  
Village Board of Trustees  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Re: Skoob's Village Grille  
50 Central Ave, Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on June 15, 2023, the Planning Commission reviewed the request submitted by the petitioners William and Lori Skubis, and moved to recommend the approval of the temporary special use permit for outdoor service of food or drink application. **There are no contingencies.**

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

Respectfully submitted,

Mike Reinhold  
Chairman, Planning Commission

MR/AMD

cc: Michael Stegmeier, Village Clerk & Treasurer  
William Cansdale, Dept. of Public Works  
Matt Fischione, Code Enforcement Officer  
Paul Stencel, Lancaster Village Fire Chief  
William and Lori Skubis, Applicant

**VILLAGE OF LANCASTER  
MEETING MINUTES-PLANNING COMMISSION**

**June 15, 2023**

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**Present:**     **Mike Reinhold** -Chairperson  
                  **Elizabeth Reilly-Meegan** – Co Chairperson  
                  **James Allein** – Member  
                  **Ryan Carrick** - Member  
                  **Steven Gajewski** - Member  
                  **Connor Asposto** – Member  
                  **Sam Miller** - Member  
                  **Cory Adamczak**- Alternate Member  
                  **Matt Fischione**, Code Enforcement Officer, Town

**Absent:**       **Steven Gajewski** - Member

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Regular Meeting called to order at 7:00 p.m. by Mike Reinhold

Motion made by **Ryan Carrick** second by **Sam Miller** to accept the minutes of the May18, 2023, Planning Commission Meeting.

Mike Reinhold	Voted Yes
Elizabeth Reilly-Meegan	Votes Yes
James Allein	Voted Yes
Sam Miller	Voted Yes
Ryan Carrick	Voted Yes
Connor Asposto	Voted Yes
Cory Adamczak	Abstained

**Motion Carried**

**Temporary Special Use Permit for Outdoor Dining Application – Symposium Wine Bar, 19 West Main St. Suite 400, Lancaster, NY 14086**

Mike Reinhold read the following Public Hearing:

VILLAGE OF LANCASTER PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

TO BE HELD WEDNESDAY, JUNE 15, 2023

PLEASE TAKE NOTICE;

The Village of Lancaster Planning Commission will hold a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Thursday, June, 15, 2023 at 7:10 p.m. to consider an application by Symposium Wine Bar located at 19 West Main St. Suite 400 pursuant to Article XII of Chapter 350 (§ 350-92 et seq.) and § 350-64(C) of the Village

**VILLAGE OF LANCASTER  
MEETING MINUTES-PLANNING COMMISSION**

**June 15, 2023**

Code for a temporary special use permit allowing the applicant to provide outdoor service of food and drink. The Village Code may be accessed online at the Village website <https://lancastervillageny.gov>. The application to be considered may be reviewed at the office of the Village Clerk in the Municipal Building.

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

Michael E. Stegmeier

Village Clerk

Katie Heveron, owner of Symposium Wine Bar, wants to expand the wine bar by adding an outdoor patio in the back of the building. She explained there will be a barrier that separates the patio space from the rest of the space as well as an egress door.

Chairperson Reinhold read the written comments provided by The Village of Lancaster Code Enforcer, Shawn Marshall, asking about the security measures regarding the tables and chairs. The landlord, Tom Sweeny, came up and stated it's already a well-light area and they are looking to add even more lights with the addition of string lights above this new patio area. There is a 'No Loitering' sign hanging up, as well as, a gate built to block off the alleyway. These measures have been successful thus far in preventing kids from wandering around the back area.

Chairperson Reinhold explained this is for a temporary special use permit and reviewed the process for getting a permanent special use permit for outdoor dining and drinks.

Motion made by James Allein and second by Connor Asposto to recommend for approval of the Temporary Special Use Permit by the Village Board.

Mike Reinhold	Voted Yes
Elizabeth Reilly-Meegan	Votes Yes
James Allein	Voted Yes
Sam Miller	Voted Yes
Ryan Carrick	Voted Yes
Connor Asposto	Voted Yes
Cory Adamczak	Voted Yes

**Motion Carried**

**Temporary Special Use Permit for Outdoor Dining Application and Site Plan Application –  
Skoob's Village Grille, 50 Central Ave, Lancaster, NY 14086**

Mike Reinhold read the following Public Hearing:

VILLAGE OF LANCASTER PLANNING COMMISSION

NOTICE OF PUBLIC HEARING

**VILLAGE OF LANCASTER  
MEETING MINUTES-PLANNING COMMISSION**

**June 15, 2023**

TO BE HELD WEDNESDAY, JUNE 15, 2023

PLEASE TAKE NOTICE;

The Village of Lancaster Planning Commission will hold a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Thursday, June, 15, 2023 at 7:10 p.m. to consider an application by Skoob's Village Grille located at 50 Central Ave pursuant to Article XII of Chapter 350 (§ 350-92 et seq.) and § 350-64(C) of the Village Code for a temporary special use permit allowing the applicant to provide outdoor service of food and drink. The Village Code may be accessed online at the Village website <https://lancastervillageny.gov>. The application to be considered may be reviewed at the office of the Village Clerk in the Municipal Building.

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

Michael E. Stegmeier

Village Clerk

Lori Skubis came up to speak about the Temporary Special Use Permit and the Site Plan Application from the June 2023 meeting. They want to extend their outdoor patio by fencing in an existing concrete slab to create additional seating outside. The plans were submitted last month but were tabled to see if the Village Board would approve their Special Use Permit as their temporary permit expired. The board approved the permanent Special Use Permit for the already existing patio area. The site plan for the patio extension was approved by the Historic Preservation Commission.

Motion made by Elizabeth Reilly-Meehan and second by Ryan Carrick to approve the site plan.

Mike Reinhold	Voted Yes
Elizabeth Reilly-Meehan	Votes Yes
James Allein	Voted Yes
Sam Miller	Voted Yes
Ryan Carrick	Voted Yes
Connor Asposto	Voted Yes
Cory Adamczak	Voted Yes

**Motion Carried**

Motion made by Elizabeth Reilly-Meehan and second by Connor Asposto to recommend the approval of the Temporary Special Use Permit for their new outdoor patio area.

Mike Reinhold	Voted Yes
Elizabeth Reilly-Meehan	Votes Yes
James Allein	Voted Yes
Sam Miller	Voted Yes
Ryan Carrick	Voted Yes
Connor Asposto	Voted Yes

Village of Lancaster Local Law \_\_\_\_\_ of the year 2024

A Local Law to reduce the number of avoidable alarms of fire.

Whereas the Village Board of the Village of Lancaster desires to enact legislation to reduce the number of avoidable alarms of fire which undermine the effective utilization of firefighting personnel and resources, which require emergency responses exposing persons and property to unnecessary risks, which impede responses to genuine emergencies, and which produce unnecessary alarm noise; and;

Whereas the Village Board of the Village of Lancaster desires to enact such legislation as an article of Chapter 156, FIRE PREVENTION;

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

1) Lancaster Village Code §§156-1 through and including 156-13 of Chapter 156, FIRE PREVENTION shall be designated Article I Firesafety Practice.

2) Within the following sections of Chapter 156, FIRE PREVENTION the term "chapter" shall be amended to read "article":

§156-1, §156-3.C.(1), §156-3.C.(2), §156-7, §156-9.D, §156-10, §156-11, §156-13

3) Section 156-12 of Chapter 156, FIRE PREVENTION shall be amended to read as follows:

§156-12. Penalties for offenses.

Any person committing an offense against any provision of this article or code adopted hereby shall, upon conviction thereof, be punishable as provided in Chapter 1, General Provisions, Article II, Penalties for Offenses, of the Village Code of Lancaster.

4) Article II, Avoidable Alarms, shall be added to Chapter 156, FIRE PREVENTION to read as follows:

#### Article II Avoidable Alarms

§156-14. Legislative intent.

It is the intent of this article to protect and promote the health, safety and general welfare of the residents of the Village of Lancaster by reducing the number of avoidable alarms of fire which undermine the effective utilization of firefighting personnel and resources, which require emergency responses exposing persons and property to unnecessary risks, which impede responses to genuine emergencies, and which produce unnecessary alarm noise.

§156-15. Definitions.



For the purpose of this article the following terms shall have the meanings ascribed to them. All other words shall have the meanings normally ascribed to them in regular usage.

#### ALARM SYSTEM

A device or an assembly of equipment which is designated to detect smoke, abnormal rise in temperature, or fire in a building, structure or facility and, by reason thereof, emit an audible response intended to alert persons outside of the premises and/or transmit a signal or message to a police department, fire department, fire district or fire company either directly or through a private reporting service.

#### AUTHORIZED VILLAGE AUTHORITY

A Chief of the Village of Lancaster Volunteer Fire Department or the Village of Lancaster Code Enforcement Officer.

#### AVOIDABLE ALARM

The activation of an alarm system through mechanical failure, malfunction, improper installation or the negligence or carelessness of the owner, user, custodian, operator or lessee of the alarm system or that person's employee(s), guests(s) or agent(s) resulting in an emergency response from the Village of Lancaster Volunteer Fire Department when in fact an emergency requiring such response does not exist, or;

The intentional activation of an alarm system resulting in an emergency response from the Village of Lancaster Volunteer Fire Department when the person activating it knows an emergency does not exist, or;

An alarm system activation resulting in an emergency response from the Village of Lancaster Volunteer Fire Department when an investigation by an authorized village authority reveals no evidence of the existence of an emergency,

Provided however;

An avoidable alarm is not deemed to include the activation of an alarm system by the violent conditions of nature or similar causes beyond the control of the owner, user, custodian, operator or lessee of the premises served or that person's employee(s), guests(s), or agent(s), and further provided;

An avoidable alarm is not deemed to include the activation of an alarm system under any circumstances in which the person activating the alarm system reasonably believes that an emergency situation exists.

## OWNER

The owner(s) of a parcel of real property as shown by the records of the Town of Lancaster assessor. As the term owner is used in this article the owner of a parcel of real property shall be deemed to be the owner of all structures, buildings, appurtenances and personal property situated upon said real property including all trailers, vehicles or other similar personal property.

## VILLAGE OF LANCASTER VOLUNTEER FIRE DEPARTMENT

All officers, firefighters, apparatus and units of the Village of Lancaster Volunteer Fire Department.

### §156-16. Exemptions.

Exempt from this article will be buildings owned or operated by the Village of Lancaster, the Town of Lancaster, and the Lancaster Central School District.

### §156-17. Fees for avoidable alarms.

A. An owner of real property to which the Village of Lancaster Volunteer Fire Department responds as a result of an avoidable alarm shall pay a fee for such response as follows:

- (1) First avoidable alarm response within a 12 month period: no charge.
- (2) Second through fifth avoidable alarm responses within 12 months of the first: \$50 for each.
- (3) Sixth and more avoidable alarm responses within 12 months of the first: \$100 for each.

B. Notice of avoidable alarms and fees. Within 10 days of the occurrence of an avoidable alarm an authorized village authority shall notify the Village Clerk in writing of the date, time, location, responding units, the number of avoidable alarm responses occurring at the subject location within a 12 month period and any fees chargeable pursuant to §156-17.A.

C. Upon receiving notice pursuant to §156-17.B. of an avoidable alarm and any payable fee, the Village Clerk shall advise the owner in writing by means of first class mail of:

- (1) The date, time, location and responding units of the avoidable alarm, and the number of avoidable alarm responses occurring at the subject location within a 12 month period,
- (2) The provisions of this article and the schedule of fees imposed by this article,

(3) If a fee is payable, the amount thereof, that the fee, payable to the Village of Lancaster, is to be submitted by mail or personally during office hours to the Office of the Village Clerk within 30 days of the date of the notice to the owner, and that if a fee is not paid within 30 days of the date of notice to the owner the amount of the fee, together with a 50% surcharge shall become a lien upon the premises to be assessed with and as a part of the general Village tax,

4) That pursuant to §156-18, within 30 days of the date of notice to the owner, but, if a fee is payable, not before payment of the fee, the owner may appeal the determination of an avoidable alarm and/or the resulting fee.

#### D. Assessment of Fees.

Fees payable pursuant to §156-17.A shall be paid within 30 days after the date of the notice to the owner sent pursuant to §156-17.C. A fee not paid within that time together with a 50% surcharge shall be assessed upon the subject premises. The Village Clerk shall file a certificate of such fee and surcharge with the assessor for the village, who shall, in preparation of the next assessment roll of general village taxes, assess such amount upon such property. The fee and surcharge shall be levied, collected and enforced in the same manner, by the same proceedings, at the same time, under the same penalties and having the same lien upon the property assessed as the general Village tax.

#### §156-18. Appeals.

A. Within 30 days of the date of notice to the owner of the occurrence of an avoidable alarm sent pursuant to §156-17.C., but not before payment of any fee which may be payable, the owner may appeal the determination of an avoidable alarm by mailing or arranging to deliver to the Village Clerk during office hours a written notice of appeal. The notice of appeal shall identify the owner, property location, amount of any fee which might be associated with the determination of the avoidable alarm, and date of notice of the determination of an avoidable alarm received from the Village Clerk.

B. Upon receipt of a notice of appeal, the Village Clerk shall advise the Village Board of Trustees, the Chief of the Village of Lancaster Volunteer Fire Department and the Village of Lancaster Code Enforcement Officer of the appeal and whether any payable fee has been paid. Provided that any payable fee has been paid, the Village Board of Trustees shall then schedule a hearing with respect to the appeal, to be conducted not sooner than 14 days nor later than 60 days following the Village Clerk's receipt of the notice of appeal. The hearing may be conducted during a Village Board regular meeting or special meeting. The Village Clerk shall be notified of the date and time of the meeting during which the appeal will be heard and shall promptly provide written notice to the Chief of the Village of Lancaster Volunteer Fire Department, the Village of Lancaster Code Enforcement

Officer and the owner of the date and time of the meeting during which the appeal will be heard. For good cause the Village Board may grant an adjournment of the hearing. In such instance the Village Clerk shall arrange to have written notice of the adjournment provided to the Chief of the Village of Lancaster Volunteer Fire Department, the Village of Lancaster Code Enforcement Officer and the owner.

C. At the time of the hearing, first the owner either individually or by a designated representative and then one or more authorized village authorities may present relevant testimony and evidence to the Village Board as to the appropriateness of the determination of the subject avoidable alarm occurring upon the owner's premises and/or the resulting fee. The owner shall be provided the opportunity to have legal counsel present and participating on the owner's behalf. Where appropriate, upon or without an objection being stated, the Mayor may preclude certain testimony or evidence as not relevant. Village Board members, the Village attorney, the owner or the owner's designated representative, the owner's legal counsel, and authorized village authorities may question those who offer testimony. All deliberations of the Village Board in resolving the appeal shall be subject to the open meetings law. For good cause the Village Board may adjourn deliberations to a subsequent special or regular meeting not to occur more than 21 days in the future. Following deliberations, the Village Board shall resolve the appeal, i.e. whether the determination of the occurrence of an avoidable alarm and/or any associated fee was unfounded. The Village Board resolution shall be recorded in the Village Board minutes. The Village Clerk shall advise in writing the Chief of the Village of Lancaster Volunteer Fire Department, the Village of Lancaster Code Enforcement Officer and the owner of the resolution of the Village Board. If the appeal is resolved in favor of the owner the amount of any excessive fee paid by the owner shall be refunded to the owner. If the Village Board resolved that the determination of the occurrence of an avoidable alarm was unfounded, all record of the subject avoidable alarm shall be expunged and become null and void.

5) This local law shall become effective the 20th day following its enactment.

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, June 24, 2024, at 7:00 P.M.

Deputy Mayor Maciejewski led the pledge to the flag.

**MEETINGS TO DATE**           **8**  
**NO. OF REGULARS**           **6**  
**NO. OF SPECIALS**           **2**

Attendance:		<u>Attended / Absent</u>
<b>Lynne T. Ruda</b>	<b>Mayor</b>	8 / 0
<b>Cynthia A. Maciejewski</b>	<b>Trustee/ Deputy Mayor</b>	7 / 1
<b>Tammie E. Malone Schaefer</b>	<b>Trustee</b>	8 / 0
<b>John Mikoley</b>	<b>Trustee</b>	8 / 0
<b>William C. Schroeder</b>	<b>Trustee</b>	6 / 0

Also Present:

<b>Arthur A. Herdzyk</b>	<b>Village Attorney</b>
<b>Michael E. Stegmeier</b>	<b>Clerk-Treasurer</b>
<b>Wayne Cisco</b>	<b>Superintendent of Public Works</b>
<b>Eric Feldmann</b>	<b>Fire Chief</b>
<b>Sherry Campbell</b>	<b>Historic Preservation Commission Member</b>
<b>Emma Eckert (work session only)</b>	<b>Historic Preservation Commission Member</b>
<b>Gavin O'Brien</b>	<b>175<sup>th</sup> Anniversary Committee Chairperson</b>
<b>Matthew Fischione</b>	<b>Town of Lancaster Supervising Code Enforcement Officer</b>
<b>Captain Jeff Smith</b>	<b>Town of Lancaster Police Department</b>

**ACCEPTANCE OF MINUTES**

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to accept the minutes of the June 10, 2024, regular meeting.

Adopted Resolution:       **160**           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 6/11/2024 to 6/24/2024.

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

<b>GENERAL FUND</b> -----	<b>in the amount of</b>	<b>\$</b>	<b>158,984.01</b>
<b>SEWER FUND</b> -----	<b>in the amount of</b>	<b>\$</b>	<b>12,877.66</b>
<b>TRUST FUND</b> -----	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>CAPITAL FUND</b> -----	<b>in the amount of</b>	<b>\$</b>	<b>--</b>

<b>EQUIPMENT RESERVE</b>	-----in the amount of	\$	--
<b>COMMUNITY DEVELOPMENT</b>	-----in the amount of	\$	--
<b>SPECIAL REPAIR RESERVE FUND</b>	-----in the amount of	\$	--
<b>For the period from</b>		<b>5/29/2024</b>	<b>To 6/10/2024</b>

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

General Fund checks # 91733 through # 91781  
Sewer Fund checks # 12111 through # 12116

Adopted Resolution:     **161**           Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**CORRESPONDENCE:**

1) Correspondence from the Town of Lancaster Building Department providing a report of building permit applications and open complaints that were filed for properties within the Village of Lancaster from May 31, 2024 – June 13, 2024.

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

Adopted Resolution:     **162**           Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

2) Correspondence from Nolin Jackson providing a Special Events Application for the Village of Lancaster Independence Day Celebration to be held on July 3 – July 5, 2024.

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

Adopted Resolution:     **163**           Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

3) Correspondence from Tommy R. Sweeney requesting a contract and insurance related to the use of his parking lot during the 4<sup>th</sup> of July celebration (same as last year) along with restricting access to PAC Way during the event to allow dedicated parking for Performance Advantage Company employees and Glassco permit holders.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to refer this correspondence to the Community Events Committee for review.

NOTE – This matter was addressed later in this meeting as part of the Village Attorney report.

Adopted Resolution:     **164**           Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

4) Correspondence from Frances Stern, NYS Parks, Recreation and Historic Preservation, providing a summary of audit findings related to the Village of Lancaster’s participation in the Certified Local Government (CLG) program and requiring a response within 120 days regarding any noted deficiencies on the report.

Motion by **Trustee Mikoley** and seconded by **Trustee Maciejewski** to refer this correspondence to the Historic Preservation Commission to review and provide a response as necessary.

Adopted Resolution: **165** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 5) Correspondence from Charter Communications indicating that local customers are being notified of price increases for certain products effective on or after July 16, 2024.

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

Adopted Resolution: **166** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 6) Correspondence from Amy Stypa, Sustainability and Community Climate Energy Coordinator, requesting approval to proceed with the hiring process for a NYSERDA Clean Energy Intern to assist with Climate Smart Initiatives through NYSERDA's Clean Energy Internship and funds allocated in the 2024-2025 budget for this purpose.

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to approve this request to proceed with the hiring process for a NYSERDA Clean Energy Intern for the Climate Smart Office.

Adopted Resolution: **167** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 7) Correspondence from Skoob's Village Grille providing a Permanent Special Use Permit Application for its outdoor patio extension that was granted a Temporary Special Use Permit by the Planning Commission in June 2023.

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to schedule a public hearing in Council Chambers on Monday, July 8, 2024 at 7:15 p.m. to consider a Permanent Special Use Permit Application from Skoob's Village Grille for its outdoor patio extension.

Adopted Resolution: **168** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 8) Correspondence from Patricia Marshall, President of the Lancaster Village Merchant Association (LVMA), providing a revision to the Special Events Application for the 3<sup>rd</sup> Annual Lancaster Renaissance Faire on Saturday, August 3, 2024, requesting the additional closure of Central Avenue between Broadway and Pleasant Avenue and the inclusion of the Backyard BBQ Throwdown as part of the event.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Schroeder** to refer this correspondence to the Community Events Committee for further review pending a meeting with emergency service agencies and merchants to discuss public safety issues.

Adopted Resolution: **169** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 9) Correspondence from Ron Giza, 33 Elm Place, providing a Special Events Application for a Maple Avenue Block Party to be held on Thursday, July 4, 2024, from 9:00 a.m. to 10:00 p.m. on Maple Avenue between Holland Avenue and Elm Place.

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

Adopted Resolution: **170** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**RESOLUTIONS:**

Motion by **Trustee Schroeder** and seconded by **Trustee Mikoley** to accept and approve the following application for membership to the Lancaster Fire Department as approved at the Department meeting on June 11, 2024:

- Emily Schnitzer to the Rescue Hook & Ladder Company (previously a Junior Firefighter)

Adopted Resolution: **171** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** authorizing Mayor Ruda to submit a Letter of Support on behalf of the Village of Lancaster as a WNY Stormwater Coalition member municipality in support of a grant application to be submitted to the NYSDEC for a proposed project to fulfill NYSDEC’s required Intermediate Mapping Elements.

Adopted Resolution: **172** 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 and execute a Human Resources Services Agreement with Sheridan HR LLC to renew services as presented in Schedule A with an effective date of July 1, 2024, at the cost of \$2,700 per month as noted in Schedule B.

Adopted Resolution: **173** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** authorizing Mayor Ruda to sign and approve the Engagement Letter with Drescher & Malecki LLP for Agreed Upon Procedures to prepare the Roundabout Construction Road Project Consultant close-out report as required by NYS Department of Transportation for a cost not to exceed \$10,000.

Adopted Resolution: **174** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**AUDIENCE PARTICIPATION:**

**Patricia Marshall – Lancaster Village Merchant Association President:**

She requested standard guidance for special events including procedures for street closures to provide applicants with a written process to follow when completing event applications.

Mayor Ruda commented that a standard may not be possible due to differences between events. She explained the current review process that takes place for event applications where departments and public safety agencies are able to provide feedback for each specific situation.



Mrs. Marshall commented that non-Village events should be held to the same standard as Village events.

**Joe Marshall – Lancaster Village Merchant Association Events Committee Co-Chair:**

He commented regarding a need for more data to make informed decisions when discussing street closures submitted for approval as part of an event application. This data would help to provide an understanding of the decisions being made by the Village Board.

Mayor Ruda stated that the types of data that would be needed include emergency response times that may affect saving lives, the number of factors involved in each event, and the work that must be done by departments planning for each specific event.

A work session will be scheduled with affected departments and emergency services soon to discuss the street closure request for the Renaissance Faire so that the merchants can move forward with publicizing and marketing for the event.

Mr. Marshall stated that there is a perception of a double standard for Village events versus non-Village events in terms of what is allowed for each event.

**Crystal Newman – Bloomsbury Lane Toy Shoppe Owner:**

She commented that these are good problems that are being addressed as there are more merchants wanting to be involved with events. Everyone needs to work together to find a solution to highlight the Renaissance Faire event.

**Gregory Day – Fattey Beer Manager:**

He supports the closure of Central Avenue and West Main Street for the Renaissance Faire event for the safety of the public and pedestrians.

**COMMITTEE REPORTS & FOLLOW UPS:**

➤ **FINANCE & CLAIMS** – Trustee Schroeder

The LOSAP administrator transition is moving forward. There is a virtual meeting this Wednesday to work on it. There will be a meeting with the Fire Department LOSAP committee to discuss the program after the transition is completed.

The development of an RFP for engineering consultant services will be added to this committee.

➤ **PUBLIC WORKS** – Trustee Mikoley

There is a request from Mayor Peterson from the Village of Depew to borrow pub tables for their annual Founder's Day Celebration from July 18 through July 20. He is also requesting 1 or 2 employees to assist with assembling stage extensions on the morning of July 18. It was noted that these services are already approved as part of our Shared Services Agreement with the Village of Depew, and no further action is required to authorize this request. The Village of Lancaster will provide the pub tables and employee assistance to the Village of Depew as requested.

He reported that there have been mulch fires on Pleasant Avenue multiple times over the past few weeks. DPW crews were instructed to remove most of the mulch from the area, and there have been no further fires since that time.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

The Village Board met with Todd Higley from Wright Risk Management during a work session earlier this evening to discuss the workers compensation program. At the next Safety Committee meeting in July, she is going to ask for a seasonal snapshot of tasks that can be used to develop procedures to help avoid injuries.

She provided an update from NYSDOT regarding the pedestrian crosswalks at Broadway and Central Avenue. We are requesting 2 additional items to enhance safety at the intersection. This includes a 3 to 5 second delay between the flashing sign and the traffic signal to assist pedestrians trying to cross the street along with a “Yield to Pedestrians” sign to increase awareness to motorists. The requested changes need regional support and approval first before the DOT can move ahead with them. She will report back when there is a final response regarding this request.

CPL has provided an update regarding the Aurora Street project. CATCO is responsible for maintaining the disturbed areas until grass is fully established. It is anticipated that this will happen sometime in September / early fall.

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

No report.

➤ **HUMAN RESOURCES** – Trustee Maciejewski

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to appoint Ryan Hadsall, 11 Cayuga Avenue, to the position of Acting Village Justice effective immediately through the end of the official year with a term to expire on April 7, 2025.

Adopted Resolution:     **175**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

She thanked the DPW and all those who participated at the Car Show this past Saturday.

The upcoming 4<sup>th</sup> of July activities are taking place from July 3 – July 5.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** authorizing Mayor Ruda to sign and approve a Beer Tent Agreement with the Depew Lancaster Boys & Girls Club for the operation of a beer tent during the Independence Days Celebration on July 3, July 4, and July 5, 2024, with terms as presented.

Adopted Resolution:     **176**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

The Garden Walk will take place next month in July.

Motion by Trustee Malone Schaefer and seconded by Trustee Mikoley to schedule a work session at the Lancaster Municipal Building on Friday, June 28, 2024, at 12:00 noon to discuss safety concerns related to the Renaissance Faire event with emergency services and LVMA representatives.

Adopted Resolution:     **177**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

No report.

➤ **SEWER** – Trustee Mikoley

No report.

➤ **GRANTS** – Mayor Ruda

Plum Bottom Creek Culvert – PHASE 1

There is a meeting with C&S Consultants this Thursday at the project site to discuss the staging area.

Firefighters Park Renovation

Project completion is still on time according to CPL. We are addressing some questions regarding the location of monuments.

Chief Feldmann indicated that the Department is tentatively planning for the grand opening of the park on July 6th at 9:00 a.m. with breakfast afterwards at the Fire Museum. Mayor Ruda stated that she is not available on that date. The event needs to be coordinated with Assemblymember Monica Wallace who provided funding for the park and wants to attend the grand opening.

Municipal Planning Grant – Comprehensive Plan Updates

The Steering Committee will be meeting this Thursday.

NYSDEC – UCF Program Tree Planting Grant

We are waiting for the contract documents from NYS before we can move forward with the project.

NY Forward – LMB Pocket Park

Ben Bidell from NYS Department of State has indicated that we should receive the contract soon for this project.

TAP – Central Avenue Streetscape from Broadway to Walden Avenue

The Village has been awarded \$3,392,800 in grant funds for this project.

Cheektowaga Trails – Bike Trail Extension

This proposed project includes the Village of Lancaster, Village of Depew, and Town of Cheektowaga. Assemblymember Monica Wallace is trying to secure funding for the planning process for this project. There is a need to determine the lead agency to be named on the funding application that would accept the funds and administer the project. There was discussion regarding staff capacity for the 3 municipalities along with past support for bike trails in municipal projects which has been a strength of the Village of Lancaster. Mayor Ruda will explore the potential of having the Village of Lancaster act as lead agency for the planning grant based on Village Board feedback in support of this action.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda

An update from Amy Stypa was provided in the board packet. This included information on the Clean Energy Communities program & grant funding, ReLeaf training, EV charging stations, and the NYSERDA internship program.

<b>DEPARTMENT HEAD REPORTS &amp; FOLLOW UPS:</b>
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➤ **CLERK – TREASURER** – Michael E. Stegmeier

Tax collection is ongoing, and the due date is July 1<sup>st</sup> without penalty.

The first sewer bill collection for this fiscal year will take place next month. Newsletter articles from departments should be submitted by the end of the week to allow time for the newsletter to be completed and sent to the printer to be mailed with the sewer bills.

He commented on the efforts of Taylor Swenson (seasonal employee) who has taken on more responsibility this year with another employee on maternity leave, and Taylor has been a great asset to the office.

He hopes to have a recommendation for the appointment of a full-time Account Clerk Typist for consideration at the next meeting. Interviews have been completed, and he will be discussing acceptance of the position with an applicant this week.

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

No report.

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

He reviewed correspondence received from Tom Sweeney regarding the use of his parking lot and alternative parking arrangements during the 4<sup>th</sup> of July celebration. This first issue is that Mr. Sweeney is requesting a contract similar to last year for use of his parking lot. Attorney Herdzik has drafted an agreement and confirmed that insurance is in place, and he recommends approval for Mayor Ruda to sign the agreement contingent upon Mr. Sweeney's approval.

The second issue relates to restricting access to PAC Way during the 4<sup>th</sup> of July event to only allow Glassco permit holders and a local business (Performance Advantage Company) to use that area for parking. A resolution would be adequate to grant this approval.

DPW Superintendent Cisco confirmed that this road has been blocked in past years for similar reasons.

Mayor Ruda stated that the approval to restrict access would need to be contingent upon feedback from emergency services.

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Maciejewski** authorizing Mayor Ruda to sign and approve an agreement with Tom Sweeney / Glassco Management for the use of a large parking lot for activities during the 4<sup>th</sup> of July celebration, and further to approve restricting access to PAC Way during the 4<sup>th</sup> of July event for only Glassco permit holders and Performance Advantage Company employees contingent upon feedback and approval from emergency service agencies.

Adopted Resolution:     **178**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

He reported that a proposed local law relating to avoidable alarms has been reviewed by the Fire Department and was deemed to be acceptable. A public hearing may be scheduled to consider adoption of the local law.

Motion by **Mayor Ruda** and seconded by **Trustee Malone Schaefer** to schedule a public hearing in Council Chambers on Monday, July 8, 2024, to be held immediately following another public hearing already scheduled at 7:15 p.m., to consider a proposed local law regarding avoidable alarms in the Village of Lancaster.

Adopted Resolution:     **179**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **FIRE CHIEF** – Eric Feldmann

The Department is preparing for the 4<sup>th</sup> of July activities.

He thanked the DPW for addressing the mulch fires and other issues as needed.

He recognized new member Emily Schnitzer who has already graduated as a Firefighter 1 and is ready to be placed in service as an active firefighter. There is over 180 hours of training required to become an active firefighter. Emily had taken the initiative to utilize her time as a junior firefighter in the Department to complete much of this required training.

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

No report.

➤ **175<sup>th</sup> ANNIVERSARY COMMITTEE** – Gavin O'Brien

He reviewed activities from the month of June with the Car Show taking place and the Speaker Series events including Captain Jonathan Ziders speaking about the history of the Lancaster Police Department and Doug Kohler discussing the history, care, and maintenance of headstones in Erie County.

Next week starting July 1<sup>st</sup> will be “Old Home Week” activities including movie night and the Jubilee event.

He displayed the first Tree Dedication Plaque that was received in memory of Sarah Meredith that will be placed at a tree in the Village community. Mayor Ruda indicated that Katelyn Moore should be involved

in the selection of a location. The Tree Memorial Program will now be kicked off for all residents to participate at a cost of \$350 per plaque.

➤ **HISTORIC PRESERVATION COMMISSION** – Sherry Campbell

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

He noted that this is the prime season for his department with complaints being addressed and permits issued. He has noticed a trend with complaints being related to civil disagreements. His department does not get involved in such disputes and strictly adhere to the code regulations. They do not act as a mediator in these disputes between neighbors.

He encouraged the community to be mindful of veterans recently released from service during this time of year. Residents should keep celebrations / firework displays to the 4<sup>th</sup> of July only. These loud blasts and noises can be very stressful to veterans and pets especially when carried out over multiple days and times.

**MISCELLANEOUS:**

-None-

**ADJOURNMENT:**

Motion by **Mayor Ruda** and seconded by **Trustee Maciejewski** to adjourn the meeting at 7:57 p.m. in memory of Lajos (Lou) Biro, Vivian Ghosen, Pauline Johnson, Grace Skolikas, and Village of Kenmore Trustee Joe DeCecco.

Adopted Resolution: **180**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier  
Clerk – Treasurer

**ABSTRACT**

**July 8, 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

June 25, 2024 to July 8, 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:

<b>GENERAL FUND</b> -----in the amount of	\$ 649,265.25
<b>SEWER FUND</b> -----in the amount of	\$ 6,950.73
<b>TRUST FUND</b> -----in the amount of	\$
<b>CAPITAL FUND</b> -----in the amount of	\$ 8,800.00
<b>EQUIPMENT RESERVE</b> -----in the amount of	\$
<b>COMMUNITY DEVELOPMENT</b> -----in the amount of	\$
<b>SPECIAL REPAIR RESERVE FUND</b> ----in the amount of	\$

**TOTAL 665,015.98**

**For the period from June 11, 2024 to June 24, 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.

<b>Total Claims.....</b>	<b>66</b>
<b>General Fund Ck#.....</b>	<b>91782-91828</b>
<b>Sewer Fund Ck#.....</b>	<b>12117-12118</b>
<b>Trust Fund Ck#.....</b>	<b>1944</b>
<b>Capital Fund Ck#.....</b>	
<b>Community Development Fund Ck#</b>	

\_\_\_\_\_  
Mayor Lynne T. Ruda

# Abstract Summary of Funds

Board Meeting Date: July 8, 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)	\$ 355,149.71	\$ 210.63		\$ 8,800.00
2024-2025 Budget	\$ 166,161.71	\$ 61.58		
FICA Voucher 6/21/2024	\$ 9,151.30	\$ 474.60		
Payroll Voucher 6/21/24	\$ 118,802.53	\$ 6,203.92		
	\$ -			
	\$ -			
	\$ -			
	\$ -			
<b>TOTALS</b>	<b>\$ 649,265.25</b>	<b>\$ 6,950.73</b>	<b>\$ -</b>	<b>\$ 8,800.00</b>

**TOTAL ALL FUNDS** \$ 665,015.98



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

PO #	PO Date	Vendor	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
24-01666	05/31/24	ACEFL005 ACE FLAG CO.	39.99	A -7550-417-000	E	CELEBRATIONS - 175TH ANNIVERSARY	R	05/31/24	05/31/24		50273
1		SAMPLE BUNTING 175TH ANN.									
24-01667	05/31/24	AMEND005 AMD ENVIRONMENTAL CONSULTANTS	600.00	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	05/31/24	05/31/24		24-0322CLB
1		ASBESTOS TESTING 1ST FL DPW									
24-01668	05/31/24	BEYOND005 BEYOND PRINT SOLUTIONS, LLC	227.00	A -7550-417-000	E	CELEBRATIONS - 175TH ANNIVERSARY	R	05/31/24	05/31/24		INV-0021171
1		175T ANNIVERSARY SIGN									
24-01669	05/31/24	CSENG005 C & S ENGINEERS, INC	8,800.00	H -0522-400-114	E	EXPENSES - PLUMBOTTOM CULVERT REPAIRS	R	05/31/24	05/31/24		01122702
1		PLUM BOTTOM CK. REHAB.									
24-01670	05/31/24	COMM005 COMMONWEALTH ELECTRICAL INSP	195.00	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	05/31/24	05/31/24		34782
1		ELECTRICAL INSP DPW GENERATOR									
24-01671	05/31/24	ERIEC045 ERIE COUNTY WATER AUTHORITY	18.00	A -1640-441-000	E	DEPT PUBLIC WORKS GARAGE-WATER	R	05/31/24	05/31/24		60649378-8
1		DPW 4/30-5/31 2024									
24-01672	05/31/24	GUTHR005 GUTHRIE HELI-ARC, INC.	284,933.00	A -5110-200-000	E	STREETS MAINT-EQUIPMENT-MILTON CAT TRADE	R	05/31/24	05/31/24		21300
1		STREET SWEEPER DULEVO 6000									
24-01674	05/31/24	KSCON005 K & S CONTRACTORS SUPPLY INC.	800.00	A -8540-414-000	E	DRAINAGE-MATERIALS & PIPE	R	05/31/24	05/31/24		24-5492
1		FRAME&GATE RECEIVER REPAIRS									
24-01675	05/31/24	MOTOR005 MOTOROLA SOLUTIONS INC	1,050.00	A -3411-260-400	E	FIRE DEPT-MONITOR II PAGERS	R	05/31/24	05/31/24		8281832758
1		SPARE BATTERIES - PORTABLES									
24-01676	05/31/24	NAPAA010 NAPA AUTO PARTS	761.60	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DPW	R	05/31/24	05/31/24		MAY-24
1		PARTS & SUPPLIES MAY 2024									
2		PARTS & SUPPLIES MAY 2024	196.48	A -5110-452-000	E	STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP	R	05/31/24	05/31/24		MAY-24
3		PARTS & SUPPLIES MAY 2024	130.15	A -7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT	R	05/31/24	05/31/24		MAY-24
			1,088.23								

AP

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Description	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-01677	05/31/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO										
		1 ASPHALT		386.66	A -5110-413-000			E STREETS MAINT-RESURFACING MATERIALS	R	05/31/24	05/31/24		8335428
24-01678	05/31/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO										
		1 ASPHALT		401.93	A -5110-413-000			E STREETS MAINT-RESURFACING MATERIALS	R	05/31/24	05/31/24		8336457
24-01679	05/31/24	NOCOE005	NOCO ENERGY CORP- FUELS										
		1 DIESEL & GAS FY 23-24		167.80	A -3411-416-000			E FIRE DEPT-GASOLINE & OIL	R	05/31/24	05/31/24		SP12833752
		2 DIESEL & GAS FY 23-24		896.63	A -5110-416-000			E STREETS MAINT-GASOLINE & OIL	R	05/31/24	05/31/24		SP12833752
		3 DIESEL & GAS FY 23-24		361.56	A -8160-416-000			E REFUSE & GARBAGE-GASOLINE & OIL	R	05/31/24	05/31/24		SP12833752
		4 DIESEL & GAS FY 23-24		261.10	A -8170-416-000			E STREET CLEANING-GASOLINE & OIL	R	05/31/24	05/31/24		SP12833752
		5 DIESEL & GAS FY 23-24		103.30	A -8560-416-000			E SHADE TREES-GASOLINE & OIL	R	05/31/24	05/31/24		SP12833752
		6 DIESEL & GAS FY 23-24		210.63	G -8120-416-000			E SANITARY SEWERS-FUEL & LUBE	R	05/31/24	05/31/24		SP12833752
				2,001.02									
24-01680	05/31/24	POWER015	POWER & CONST GRP, INC										
		1 VILLAGE STREET LIGHT MAIT.		925.70	A -5182-435-000			E STREET LIGHTING-MAINTENANCE & REPAIRS	R	05/31/24	05/31/24		LP12863
24-01681	05/31/24	POWER015	POWER & CONST GRP, INC										
		1 VILLAGE STR. LIGHT MAITENANCE		1,564.86	A -5182-435-000			E STREET LIGHTING-MAINTENANCE & REPAIRS	R	05/31/24	05/31/24		LP12864
24-01682	05/31/24	STAPL010	STAPLES BUSINESS CREDIT										
		1 DPW OFFICE SUPPLIES/WEEDKILLER		40.77	A -5010-402-000			E STREETS ADMINISTRATION-OFFICE SUPPLIES	R	05/31/24	05/31/24		6003060867
		2 DPW OFFICE SUPPLIES/WEEDKILLER		73.46	A -7110-435-000			E PARKS-MAINTENANCE LANDSCAPING MATERIALS	R	05/31/24	05/31/24		6003060866
				114.23									
24-01683	05/31/24	STEPH005	STEPHENSON EQUIPMENT, INC										
		1 SLOPE MOWER		61,000.00	A -7110-200-000			E PARKS-EQUIPMENT-MOWERS/MINI SWEEPER	R	05/31/24	05/31/24		50063405
24-01684	05/31/24	TOLLS005	TOLLS BY MAIL										
		1 TOLL CHARGES NY BF6548 TK 21		14.72	A -5010-471-000			E STREETS ADMINISTRATION-EXPENSE & TRAVEL	R	05/31/24	05/31/24		17952229661
Total Purchase Orders:				18	Total P.O. Line Items:	26	Total List Amount:	364,160.34	Total Void Amount:	0.00			

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	4-A	355,149.71	0.00	0.00	355,149.71
	4-G	210.63	0.00	0.00	210.63
	4-H	8,800.00	0.00	0.00	8,800.00
Total of All Funds:		<u>364,160.34</u>	<u>0.00</u>	<u>0.00</u>	<u>364,160.34</u>

Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
A	355,149.71	0.00	0.00	355,149.71	
G	210.63	0.00	0.00	210.63	
H	8,800.00	0.00	0.00	8,800.00	
<b>Total of All Funds:</b>	<u>364,160.34</u>	<u>0.00</u>	<u>0.00</u>	<u>364,160.34</u>	

P.O. Type: All  
 Range: First to Last  
 Format: Detail without Line Item Notes First Enc Date Range: First to 05/31/25  
 Vendors: All Include Non-Budgeted: Y  
 Rcvd Batch Id Range: First to Last  
 Open: N Paid: N Void: N  
 Rcvd: Y Held: N Aprv: N  
 Bid: Y State: Y Other: Y Exempt: Y  
 Prior Year Only: N \* Means Prior Year Line

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
25-00016	06/12/24	ALLEI005 JAMES ALLEIN	1 HPC MEETING - PLANNING LIASON	50.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS R			06/12/24 06/12/24		6/12/2024
25-00017	06/11/24	BIELA005 PAULA BIELAT	1 COURT STENO SVCS 6/11/2024	125.00	A -1110-435-000		E VILLAGE JUSTICE - CONTRACTUAL SERVICES R			06/11/24 06/11/24		6/11/2024
25-00018	06/12/24	BUDZI010 BUDZINSKI, JEFFREY	1 HPC MEETING - HISTORIAN	90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS R			06/12/24 06/12/24		6/12/2024
25-00019	06/21/24	BXIC0005 BXI CONSULTANTS, INC	1 COLORED PRINTS DPW CONTRACT	6.62	A -1640-435-000		E DEPT PUBLIC WORKS-CONTRACTUAL SERVICES R			06/21/24 06/21/24		236089
25-00020	06/12/24	CAMPB010 SHERRY CAMPBELL	1 HPC MEETING - MEMBER	90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS R			06/12/24 06/12/24		6/12/2024
25-00021	06/12/24	CHAVE005 CHAVES YATES, CAITLIN	1 HPC - MEMBER	90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS R			06/12/24 06/12/24		6/12/2024
25-00022	06/21/24	DELAG005 DELAGE LANDEN FINANCIAL SVC	1 FIRE DEPARTMENT COPIER	106.78	A -3411-260-100		E FIRE DEPT-COPIER R			06/21/24 06/21/24		82757933
			2 DOCUWEAR SOFTWARE	710.00	A -1325-435-200		E FINANCE TREASURER - SVC MAINT CONTRACTS R			06/21/24 06/21/24		82757549
				816.78								
25-00023	06/19/24	DIVAL005 DIVAL SAFETY EQUIP. INC.	1 REPAIR 2 PORTABLE SCENE LIGHTS	209.85	A -3411-455-000		E FIRE DEPT-REPAIR & MAINT/PUBLIC SAF EQUI R			06/19/24 06/19/24		3500958
25-00024	06/21/24	EATON005 EATON OFFICE SUPPLY	1 COPY PAPER, FOLDERS, ADHESIVE	81.85	A -1325-401-000		E FINANCE TREASURER - OFFICE SUPPLIES R			06/21/24 06/21/24		PTNW1196748
25-00025	06/12/24	ECKER005 EMMA ECKERT	1 HPC MEETING-MEMBER+SECRETARY	265.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS R			06/12/24 06/12/24		6/12/2024

*overprint*



PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type Description	Contract PO Type	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice
25-00038	06/20/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO								
1	ASPHALT		293.14 A -5110-413-000			E STREETS MAINT-RESURFACING MATERIALS	R	06/20/24	06/20/24		8340522
25-00039	06/21/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO								
1	ASPHALT		330.80 A -5110-413-000			E STREETS MAINT-RESURFACING MATERIALS	R	06/21/24	06/21/24		8346950
25-00040	06/21/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO								
1	ASPHALT		658.64 A -5110-413-000			E STREETS MAINT-RESURFACING MATERIALS	R	06/21/24	06/21/24		8345243
25-00041	06/17/24	NEWEN005	NEW ENTERPRISE STONE & LIME CO								
1	ASPHALT		666.78 A -5110-413-000			E STREETS MAINT-RESURFACING MATERIALS	R	06/17/24	06/17/24		8339297
25-00042	06/21/24	NOCOE005	NOCO ENERGY CORP- FUELS								
1	FUEL AS REQ FY 24-25		56.28 A -3411-416-000			E FIRE DEPT-GASOLINE & OIL	R	06/21/24	06/21/24		SP1283718
2	FUEL AS REQ FY 24-25		250.96 A -5110-416-000			E STREETS MAINT-GASOLINE & OIL	R	06/21/24	06/21/24		SP1283718
3	FUEL AS REQ FY 24-25		163.28 A -7110-416-000			E PARKS-GAS & OIL	R	06/21/24	06/21/24		SP1283718
4	FUEL AS REQ FY 24-25		66.80 A -8170-416-000			E STREET CLEANING-GASOLINE & OIL	R	06/21/24	06/21/24		SP1283718
5	FUEL AS REQ FY 24-25		78.60 A -8560-416-000			E SHADE TREES-GASOLINE & OIL	R	06/21/24	06/21/24		SP1283718
6	FUEL AS REQ FY 24-25		59.98 A -8540-416-000			E DRAINAGE-GASOLINE & OIL	R	06/21/24	06/21/24		SP1283718
7	FUEL AS REQ FY 24-25		61.58 G -8120-416-000			E SANITARY SEMERS-FUEL & LUBE	R	06/21/24	06/21/24		SP1283718
			737.48								
25-00043	06/20/24	N0000015	N Y S E G								
1	MONUMENT LIGHTING 5/10-6/4		27.30 A -7110-416-000			E PARKS-GAS & OIL	R	06/20/24	06/20/24		1003-8569-887
25-00044	06/17/24	N0000015	N Y S E G								
1	DPW/LMB/34CENTRAL/ST LTG/ ETAL		2,024.01 A -1640-439-000			E DEPT PUBLIC WORKS - ELECTRIC	R	06/17/24	06/17/24		VARIOUS
2	DPW/LMB/34CENTRAL/ST LTG/ ETAL		1,153.24 A -1620-438-000			E SHARED SERVICES - ELECTRIC	R	06/17/24	06/17/24		VARIOUS
3	DPW/LMB/34CENTRAL/ST LTG/ ETAL		87.84 A -7550-420-000			E CELEBRATIONS-MISC OVERHEAD EXPENSES	R	06/17/24	06/17/24		VARIOUS
4	DPW/LMB/34CENTRAL/ST LTG/ ETAL		4,880.14 A -5182-438-000			E STREET LIGHTING-HWY LIGHTING- NYSEG	R	06/17/24	06/17/24		VARIOUS
5	DPW/LMB/34CENTRAL/ST LTG/ ETAL		304.49 A -1621-438-000			E NORTH END FIRE HALL - ELECTRIC	R	06/17/24	06/17/24		VARIOUS
			8,449.72								
25-00045	06/20/24	N0000015	N Y S E G								
1	CENTRAL & BRADY		69.55 A -5182-438-000			E STREET LIGHTING-HWY LIGHTING- NYSEG	R	06/20/24	06/20/24		1001-1749-818
25-00046	06/17/24	N0000015	N Y S E G								
1	5386 BROADWAY & 16 W MAIN ST.		238.25 A -7110-441-000			E PARKS-WATER	R	06/17/24	06/17/24		1005-2259-743

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Acct Type	Contract PO Type	Stat/Chk	First Rcvd Enc Date	Chk/Void Date	Invoice
25-00046	06/17/24	N0000015 N Y S E G	Continued								
2		5386 BROADWAY & 16 W MAIN ST.	31.43	A -8510-438-000	E	BEAUTIFICATION - CBD TREES / RECEPTACLES R	06/17/24	06/17/24	06/17/24		1004-7932-537
			269.68								
25-00047	06/21/24	PITNEY BOWES GLOBAL FINANCIAL									
1		POSTAGE MACHINE LEASE PMT	423.93	A -1325-434-000	E	INANCE TREASURER - PROFESSIONAL SERVICES R	06/21/24	06/21/24			11411496
25-00048	06/19/24	SCRAN005 SCRANTON'S THRUWAY BUILDERS SU									
1		RECEIVER CREW SUPPLIES	47.60	A -8540-414-000	E	DRAINAGE-MATERIALS & PIPE R	06/19/24	06/19/24			124-103809
25-00049	06/21/24	SELEC005 SELECTIVE INSURANCE									
1		COMMERCIAL POLICY S	33,424.77	A -1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INSURANCE R	06/21/24	06/21/24			292-238-680
25-00050	06/21/24	SELEC005 SELECTIVE INSURANCE									
1		INSTALLMENT 2 24-25 COMM POL S	3,581.50	A -1910-400-000	E	SPECIAL ITEMS-UNALLOCATED INSURANCE R	06/21/24	06/21/24			233-189-220
25-00051	06/21/24	SHERI005 SHERIDAN HR LLC									
1		JUNE MONTHLY HR CONSULTING	2,700.00	A -1010-435-600	E	BOARD OF TRUSTEES - H/R CONSULTANT R	06/21/24	06/21/24			1908
25-00052	06/20/24	SITE005 SITE ONE LANDSCAPE SUPPLY, LLC									
1		GRASS SEED FOR STUMPS	258.66	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED R	06/20/24	06/20/24			142509177-001
25-00053	06/01/24	TOWN005 TOWN OF LANCASTER									
1		JAN-APRIL/MAY-AUG DENT/VISION	12,518.56	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS R	06/01/24	06/01/24			JAN-APR/MAY-AUG
25-00054	06/21/24	TOWN005 TOWN OF LANCASTER									
1		SECURITY MONITORING RECORDS	188.90	A -1325-402-000	E	FINANCE TREASURER - RECORDS MANAGEMENT R	06/21/24	06/21/24			2024
25-00055	06/21/24	TOWN005 TOWN OF LANCASTER									
1		BUILDING INSP COST 7/1-12/31 24	15,250.00	A -3989-435-000	E	BLDG INSPECTION-TOWN CONTRACTUAL SVCS R	06/21/24	06/21/24			2ND HALF YEAR
25-00056	06/19/24	WITME005 WITMER PUBLIC SAFETY GROUP									
1		REWARD PROGRAM PURCHASES	168.84	A -3411-440-000	E	FIRE DEPT-RECRUITMENT/RETENTION PROGRAM R	06/19/24	06/19/24			VARIOUS
25-00057	06/17/24	WOODC005 WOODCUTTERS HEADQUARTERS INC.									
1		WEEDWACKERS & BLOWERS	487.65	A -7110-453-000	E	PARKS-REPAIRS TO EQUIPMENT R	06/17/24	06/17/24			520753

Total Purchase Orders: 42 Total P.O. Line Items: 55 Total List Amount: 166,223.29 Total Void Amount: 0.00



PO #	PO Date	Vendor	Amount	Charge Account	Contract	PO Type	Stat/Chk	First	RCVD	Chk/Void
Item Description					Acct Type Description		Enc	Date	Date	Date

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A	166,161.71	0.00	0.00	166,161.71
	5-G	61.58	0.00	0.00	61.58
Total of All Funds:		<u>166,223.29</u>	<u>0.00</u>	<u>0.00</u>	<u>166,223.29</u>

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Batch Id: FICA      Batch Date: 06/21/24      Batch Type: Recurring

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Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9030-800-000 EMPLOYEE BENEFITS-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 6/21/2024	9,151.30		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 6/21/2024	474.60		2
Db: G -522-000 EXPENDITURE CONTROL		Cr: G -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	9,151.30	0.00	0.00	0.00	0.00	0.00
	G	474.60	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		9,625.90	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	9,625.90
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: 06/21/24 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 6/21/2024 Cr: A -200-000 CASH	1,553.82		1
A -1110-100-000 VILLAGE JUSTICE - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	2,441.07		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	683.69		3
A -1325-100-000 FINANCE TREASURER - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	6,720.19		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	2,015.38		5
A -1620-100-000 SHARED SERVICES - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	519.92		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	177.96		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	7,303.57		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	230.77		10
A -3620-100-000 SAFETY INSPECTION-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 6/21/2024 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 6/21/2024 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 6/21/2024 Cr: A -200-000 CASH	140.77		13
A -4020-100-000 REGISTRAR VITAL STATS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	169.49		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 6/21/2024 Cr: A -200-000 CASH	8,447.15		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	18,349.30		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	1,684.20		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	1,543.20		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	2,845.41		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 6/21/2024 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 6/21/2024 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 6/21/2024 Cr: A -200-000 CASH	80.77		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	6,487.88		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	2,346.68		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	3,997.84		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	5,157.51		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	84.02		27

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: A -200-000 CASH	40,219.44		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 6/21/2024 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 6/21/2024 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 6/21/2024 Cr: G -200-000 CASH	2,658.62		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 6/21/2024 Cr: G -200-000 CASH	3,545.30		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 6/21/2024 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 6/21/2024 Cr: A -200-000 CASH	3,040.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 6/21/2024 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 6/21/2024 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 6/21/2024 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 6/21/2024 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 6/21/2024 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 5/24/2024 Cr: A -200-000 CASH	2,562.50		41

WARNING: This account would have a negative balance: A -7550-100-000. Balance would be: 3,446.29-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	118,802.53	0.00	0.00	0.00	0.00	0.00
	G	6,203.92	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		125,006.45	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	125,006.45
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.



# LISTED CORRESPONDENCE

July 8, 2024

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Correspondence from the Town of Lancaster Building Department providing a report of building permit applications and open complaints that were filed for properties within the Village of Lancaster from June 17, 2024 – June 30, 2024.
	ACTION -	Rec File Refer to:	
2.	_____	_____	Correspondence from Mike Reinhold, Planning Commission Chairperson, providing notice that a Temporary Special Use Permit for outdoor service of food and drink for Symposium Wine Bar, 19 West Main Street, Suite 400, was approved by the Commission following a public hearing at its June 20, 2024 meeting.
	ACTION -	Rec File Refer to:	
3.	_____	_____	
	ACTION -	Rec File Refer to:	
4.	_____	_____	
	ACTION -	Rec File Refer to:	
5.	_____	_____	
	ACTION -	Rec File Refer to:	
6.	_____	_____	
	ACTION -	Rec File Refer to:	
7.	_____	_____	
	ACTION -	Rec File Refer to:	
8.	_____	_____	
	ACTION -	Rec File Refer to:	
9.	_____	_____	
	ACTION -	Rec File Refer to:	
10.	_____	_____	
	ACTION -	Rec File Refer to:	
11.	_____	_____	
	ACTION -	Rec File Refer to:	
12.	_____	_____	
	ACTION -	Rec File Refer to:	

## VILLAGE COVER SHEET

JULY 1, 2024 BOARD MEETING

PERMITS ISSUED 22

**VILLAGE PERMIT TOTAL**

ERECT FENCE	5
INSTALL ROOF	9
ERECT DECK	2
ERECT SHED	1
INSTALL POOL	2
PORCH/PORCH COVER	1
ERECT RESIDENTIAL ALT/ADD	2
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>22</b>

Cody Williams	23 Pardee Ave.	Porch Cover
Karl Weber	25 Washington	Fence
Rock Hard Fence	312 Aurora Sr.	Fence
First Buffalo Total Basement	49 Livingston St.	Residential Alt.
Thrifty Roofs	29 Lombardy St.	Roof
Thrifty Roofs	198 Aurora St.	Roof
Superior Fence and Rails	27 Colonial Ave.	Fence
Douglas Sexton	37 Wayne St.	Residential Alt.
Stockmohr Co.	11 Cayuga Ave.	Roof
Thrifty Roofs	14 Holland Ave.	Roof
Daniel Schwab	312 Aurora St.	Pool
Slate Builders	271 Lake Ave.	Roof
Schuster Construction	68 Church St.	Deck
Schuster Construction	22 Doris Ave.	Deck
Stellar Roofing	67 Erie St.	Roof
Steven Cook	29 Edgewood Rd.	Fence
Christine Davies	260 Lake Ave.	Shed
Stockmohr Co.	11 Court St.	Roof
Donna Fowler	5441 Broadway	Fence
Carl Aquila	39 Woodlawn Ave.	Pool
All Access Builders LLC	30 Randolph St.	Roof
All Access Builders LLC	10 Huntley Pl.	Roof

## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 06/17/24</i>						
2024-0432	71 Brandel Ave	104.16-3-3	Trash/Rubbish	Open	Sandra Zelak	
2024-0436	117 6th Ave	115.11-10-5	Work w/out Permit	Open	Edward Ratajczak	
						<b>Open Date: 06/17/24 Total #: 2</b>
<i>Open Date: 06/18/24</i>						
2024-0437	156 Central Ave	104.15-12-16	Exterior Property Maint	Open	Andrew Berry	
2024-0446	27 N Aurora St	104.74-1-24	High Grass/Weeds	Closed	Buffalo Erie Niagara Land	
2024-0449	330 Aurora St	115.11-14-2.1	Misc	Open	Joseph Zirilli	
						<b>Open Date: 06/18/24 Total #: 3</b>
<i>Open Date: 06/20/24</i>						
2024-0452	16 Livingston St	104.16-9-11	Unregistered Vehicle	Open	Noah Trotta	
2024-0456	38 Newell Ave	104.15-9-16	Misc	Closed	Pear Tree Homes, LLC	
						<b>Open Date: 06/20/24 Total #: 2</b>
<i>Open Date: 06/21/24</i>						
2024-0460	52 Parkview Ct	115.57-2-52	Trash/Rubbish	Closed	Evan Stewart	
						<b>Open Date: 06/21/24 Total #: 1</b>
<i>Open Date: 06/24/24</i>						
2024-0467	40 Newell Ave	104.15-9-15	Trash/Rubbish	Closed	Pear Tree Homes, ED Blazjewski LLC	
2024-0468	81 Central Ave	104.66-3-13	Exterior Property Maint	Open	Catherine Seidel	
						<b>Open Date: 06/24/24 Total #: 2</b>
<i>Open Date: 06/26/24</i>						
2024-0475	5314 Broadway St	104.19-3-25	Vacant/Abandoned Property	Open	Thomas Angielczyk	
2024-0476	3573 Walden Ave., Bldg. 3575	104.11-6-1.1	Interior Property Maint	Open		
2024-0478	7 Church St	104.83-5-15	Unregistered Vehicle	Open	Methodist Church Of Lanc	
						<b>Open Date: 06/26/24 Total #: 3</b>
<i>Open Date: 06/27/24</i>						
2024-0481	Papa's Pizza Oven, 155 Lake Ave	115.08-1-9	Misc	Open		
2024-0482	5615 Broadway St	115.28-4-3	Work w/out Permit	Open	Amigone Ventures Lp	
2024-0483	155 Lake Ave	115.08-1-9	Work w/out Permit	Open	155 Lake Avenue LLC	
2024-0484	Papa's Pizza Oven, 155 Lake Ave	115.08-1-9	Work w/out Permit	Open		
						<b>Open Date: 06/27/24 Total #: 4</b>
						<b>Grand Total: 17</b>



# Village of Lancaster

## Planning Commission

Municipal Building

5423 Broadway

Lancaster, NY 14086



June 20, 2024

Lynne Ruda, Mayor  
Village Board of Trustees  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Re: Symposium Wine Bar  
19 West Main St. Suite 400, Lancaster, NY 14086

Dear Mayor Ruda & Village Trustees:

At its meeting on June 20, 2024, the Planning Commission held a Public Hearing to review the application submitted by the petitioners, Katie McKenna-Heveron & Charles Heveron, for a Temporary Special Use Permit for outdoor service of food and beverage at the location noted above and following the hearing the Commission moved to approve the Temporary Special Use Permit without contingency.

Should you have any questions regarding the Planning Commission's recommendation, please do not hesitate to contact me.

Respectfully submitted,

Mike Reinhold  
Chairman, Planning Commission

MR/NAK

cc: Michael Stegmeier, Village Clerk & Treasurer  
Wayne Cisco, Dept. of Public Works  
Matt Fischione, Code Enforcement Officer  
Eric Feldmann, Lancaster Village Fire Chief  
Katie McKenna-Heveron & Charles Heveron, Applicants

# RESOLUTIONS

July 8, 2024

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Resolution authorizing Mayor Ruda and DPW Superintendent Cisco to sign and approve the Memorandum of Understanding for the “Lancaster Village Beautification Vision” with the Lancaster Village Merchant Association and the Beautification Committee.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	Resolution to open an account with Flushing Bank for the deposit of funds for the Length of Service Awards Program (LOSAP) that will be administered by Hometown Firefighters & EMS Services, and further to authorize Mayor Ruda and Clerk-Treasurer Stegmeier as the authorized signers for this bank account.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	Resolution authorizing Mayor Ruda to sign and approve an Engagement Letter with Drescher & Malecki LLP to provide services for the audit of the financial statements for the fiscal year ended May 31, 2024, including the compilation and filing of the Annual Financial Report to the New York State Comptroller as required on an annual basis.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.	_____	_____	Resolution authorizing Mayor Ruda to sign and execute a Subaward Grant Agreement with American Forests for the Inflation Reduction Act Urban & Community Forestry Initiative to implement the Village of Lancaster Tree Equity and Education Initiative project with the Scope of Work as outlined in Exhibit 1 and grant funding in the amount of \$255,584 with a project budget as provided in Exhibit 2 along with all other terms as presented in the Agreement.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
6.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
8.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

**Village of Lancaster (VOL), Lancaster Village DPW (LVDPW), Lancaster Village Merchant Association (LVMA), Beautification committee memorandum of understanding for collaboration on  
“Lancaster Village Beautification Vision”**

**A. PURPOSE:**

VOL, LVDPW, LVMA wish to create a cooperative memorandum of understanding to sustain the Lancaster Village Beautification Vision. This will be done by representatives from VOL, LVDPW, the Beautification committee and the LVMA by coordinating efforts needing to be addressed each year beginning. This memorandum of understanding will become effective when signed on behalf of all parties thereto. It may be executed in counterpart in which case each executed counterpart will be deemed an original and shall constitute one and the same instrument.

**B. STATEMENT OF MUTUAL BENEFIT AND INTEREST FOR THE COMMUNITY:**

Through the partnership between all parties listed above, beautifying the Village green spaces will affect Lancaster Village in very beneficial ways. The beauty of flowers and nature enhances the Village spaces for the local community and visitors. This promotes a positive experience for all and is a draw that impacts the continued growth in the local economic community.

**C. VOL, LVDPW, LVMA, And The BEAUTIFICATION COMMITTEE SHALL:**

- Mid to end of January, a Beautification committee member will annually initiate a meeting for mid-February/Presidents week and also confirm what LVMA Beautification subcommittee, LVDPW and VOL representatives will be working on Village Beautification Vision in the upcoming season. This will provide all parties knowledge of who to contact and who will be available to respond, in a reasonable time period, to coordinate the beautification effort for the upcoming season.
- Allow access to a Village shared drive folder with a backup in the Village Cloud drive for designated Beautification Committee members to have the ability to view Beautification documents.
- Create a detailed monthly calendar to be referenced each year. This will help with sustainability and help reach the goal of all working together more efficiently. Additional training on maintenance/plant care plus designating specific LVDPW staff working on greenspaces will also help with this goal. Once the calendar is done this will be reviewed along with specific individual garden needs for that upcoming season. Calendar to be updated as needed annually by Beautification committee.

**D. BEAUTIFICATION COMMITTEE SHALL:**

- Take the lead in selections of plants and quantities that are to be purchased and planted on an annual basis. Will work out all details with nursery being used to purchase and arrange delivery to LVDPW for the upcoming planting season.
- Help coordinate and aide the LVDPW in efforts with Flower delivery and prepping for the Prep & Plant events through the Spring, Summer and Fall. (See Beautification calendar for details on this)
- Will continue to help with some garden maintenance. This will include deadheading and weeding with specified “Time in The Garden” dates each month along Village clean up events in Spring and Fall to keep the green spaces looking good for the many Village and Merchant events. Beautification volunteers will need assistance from LVDPW with more labor-intensive garden work such as digging up larger plants/bushes and planting larger plants/bushes.



Coordination of things such as this, will be needed through the season for things not identified in yearly February meeting.

- Will contact LVDPW/Katelyn to give locations of piles of debris to be picked up after any cleanup activities. This is to be done before 3:00pm so piles aren't blocking the sidewalks or streets overnight or the weekend.
- Will exhibit business professionalism when posting all social media/communications regarding events and fundraising. Note: All posting is limited to several Beautification subcommittee members
- Will work with LVMA on annual fundraising activities to secure ongoing funding of Beautification projects
- Will continue to work on efforts and ideas to recruit more Beautification committee members and volunteers with LVMA and VOL. The gardening season runs from April to November. Multiple planting and maintenance events are needed. Volunteers are needed to help with organizing events and "teams" of volunteers that are needed to help with the garden planting and maintenance.
- Not spend more money than what was raised

#### **E. LVDPW SHALL:**

- Deliver Hanging Baskets to Mitchell's (or nursery used for that year) by end of February to be planted for upcoming season – Last week in February...2024 - 27,28 or 29
- Coordinate DPW scheduled projects with Lancaster Beautification calendar and collaborate an alternate plan if weather does not permit plans made at February meeting throughout the upcoming season
- Prep Storage barn for Spring planting event before flower delivery which would be the first week in May
- Acquire 16+/- yards of Potting soil mix from Mitchell's and Osmicote fertilizer – need around beginning of May (See Beautification calendar for details on this)
- Fill planters with potting soil mix, up to 3" from top, end of April beginning of May.
- Deliver and place several planters so "Blooms coming Soon" signs can be added to attract volunteers – End of April (See planter maps)
- Deliver and place the remaining Planters on stencils - using planter Maps for reference – beginning of May (fertilizer will be added when planting the flowers by volunteers)
- Deliver and spread mulch to all the gardens after April initial weeding date and before Spring Prep & Plant event (Coordinate a walk through on this with a Beautification subcommittee member and see Beautification calendar for details on this)
- Deliver and hang Hanging baskets before Memorial Day Weekend – weather dependent
- Assist in flower delivery for Spring Prep & Plant event (See Beautification calendar for details on this)
- Manage fertilized Watering and help with maintenance of hanging baskets, planters and gardens
- Pick up piles of plant/weed/waste after volunteer clean ups
- Pick up planters and hanging baskets at end of season and delivered back to LVDPW storage barn where they will be stored when not in use. Planters will be cleaned out before storage. (Wicking material/carpet needs to be free of soil/cleaned properly and needs to have air circulation to let carpet dry out to avoid mold and function properly for the next season)
- Miscellaneous Beautification items such as signs, garden supplies etc. to be stored in DPW storage barn in area designated for this.
- Allow Beautification volunteers the ability to sign out any garden tools needed that that would be returned when finished using

**F. VOL SHALL:**

- Oversee funds raised for Lancaster Beautification prior to 2023 and pay purchases for plants in hanging basket, planters and signage for Beautification promotion and Volunteer recruitment out of any remaining funds from the Lancaster Beautification fund
- Pay purchases for plants for the main 5 gardens; Veteran's Park, Municipal, Girl Scout/Central & Broadway, Striving Park and Franger Square; potting soil for the planters, fertilizer and items such as garbage bags needed for volunteer clean up

**G. LVMA SHALL:**

- Act as the primary accounting entity in managing the funds secured and designated for use by the Beautification committee as of 2023.
- Pay purchases solely out of funds raised specifically for Beautification for plants in hanging basket/planters, signage for Beautification promotion/ Volunteer recruitment, fundraising events expenses and any other expense incurred for Beautification.

**H. TERM OF MOU:**

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU.

**I. ENTIRETY OF MEMORANDUM OF UNDERSTANDING:**

This MOU, consisting of 5 pages referenced herein and attached hereto represents the entire and integrated memorandum of understanding between the parties and supersedes all prior negotiations, representations and memorandum of understanding s, whether written or oral.

**J. DISSOLUTION:**

Should the LVMA dissolve all funds received from Beautification committee shall be returned to Beautification sub-committee.

**K. THIRD PARTY BENEFICIARY RIGHTS:**

The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall take effect solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**L. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

The principal contacts for this MOU are:

Village of Lancaster

\_\_\_\_\_ name  
\_\_\_\_\_ title  
\_\_\_\_\_ contact number

Lancaster Department of Public Works

\_\_\_\_\_ name  
\_\_\_\_\_ title  
\_\_\_\_\_ contact number

Lancaster Village Merchant Association

\_\_\_\_\_ name  
\_\_\_\_\_ title  
\_\_\_\_\_ contact number

Beautification committee (1)

\_\_\_\_\_ name  
\_\_\_\_\_ title  
\_\_\_\_\_ contact number

Beautification committee (2)

\_\_\_\_\_ name  
\_\_\_\_\_ title  
\_\_\_\_\_ contact number

**AUTHORIZED REPRESENTATIVES:**

By signing below, Village of Lancaster, Lancaster Department of Public Works, Lancaster Village Merchant Association (LVMA) and the Beautification committee certify that the individuals listed in this document are the authorized representatives of this cooperative initiative and are authorized to act in their respective areas for matters related to this memorandum of understanding.

\_\_\_\_\_ signature

\_\_\_\_\_ print name

\_\_\_\_\_ title

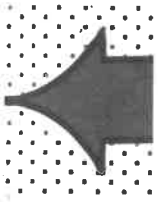
Village of Lancaster

\_\_\_\_\_ signature

\_\_\_\_\_ print name

\_\_\_\_\_ title

Lancaster Department of Public Works



\_\_\_\_\_ signature

\_\_\_\_\_ print name

\_\_\_\_\_ title

Lancaster Village Merchant Association

\_\_\_\_\_ signature

\_\_\_\_\_ print name

\_\_\_\_\_ title

Beautification committee

**Mike Stegmeier**

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**From:** Donna Rooney <drooney@hometownfirefighters.com>  
**Sent:** Tuesday, July 2, 2024 2:40 PM  
**To:** Mike Stegmeier  
**Subject:** Flushing Bank forms  
**Attachments:** 6-27-2024 Public Entity Signature Card Village of Lancaster -RM.pdf; 6-27-2024 Resolution of Authority Village of Lancaster -RM.pdf; 6-27-2024 Security Authentication Form for LR Village of Lancaster -RM.pdf; 6-27-2024 Security Authentication Form for MS Village of Lancaster -RM.pdf

Good Afternoon Michael,

Attached please find the forms necessary to open the account with Flushing Bank.

On the Pubic Entity Signature card, You and the Mayor need to sign as indicated. On the Resolution of Authority, please have someone sign as secretary. It can be anyone of your choosing. The Security Authentication form needs to be completed by you and the Mayor.

Once completed, please email them back to me for processing.

If you have any questions, please let me know.

Thank you,

Regards,

*Donna*

Donna Rooney  
Length of Service Award Specialist  
NYS Licensed Broker  
**Hometown Firefighters & EMS Services**  
**A Division of The Weber Group**  
5 Orville Drive Suite 400  
Bohemia, NY 11716  
[drooney@hometownfirefighters.com](mailto:drooney@hometownfirefighters.com)  
[www.hometownfirefighters.com](http://www.hometownfirefighters.com)  
(phone)631-218-9085  
(fax)631-218-9088

CONFIDENTIALITY NOTICE: The contents of this message, including any attachments, are confidential and are intended solely for the use of the person or entity to whom the message was addressed. If you are not the intended recipient of this message, please be advised that any dissemination, distribution, forwarding, printings, copying or use of the contents of this message and any attached documentation, is strictly prohibited. If you received this message in error, please notify the sender. Please also permanently delete all copies of the original message and any attached documentation. Thank you. Please note that requests to purchase, add, change, delete, reinstate or otherwise bind insurance coverage via voicemail, facsimile, or electronic mail are NOT applications for insurance, are subject to acceptance by your insurance carrier, and should not be considered in-force until written confirmation of coverage is received

**Resolution of Authority | Flushing Bank**

New  Change

Account Title: Village of Lancaster TIN Number: 16-6002481  
 Entity Address: 5423 Broadway, Lancaster, NY 14086 Telephone Number: 716-683-2105

The individual(s) signing this Resolution hereby certifies to Flushing Bank, ("Bank") that the Entity is (check one):  
 a Sole Proprietorship owned entirely by the individual signing this Resolution; a duly formed and valid existing;  
 a General Partnership  
 a Limited Partnership,  
 a Service Award Trust organized by the Trustees of the Village of Lancaster of Lancaster, NY and that the individual signing this Resolution is its secretary or assistant secretary and the keeper of its records.  
 a Limited Liability Partnership organized under the laws of the state of \_\_\_\_\_, and that the individuals signing this Resolution constitute all of the general partners of the partnership.  
 a Corporation duly organized and in good standing under the laws of the state of \_\_\_\_\_ and that the individual signing this Resolution is its secretary or assistant secretary and the keeper of the records and corporate seal, if any;  
 an Unincorporated Association or Organization and that the individuals signing this Resolution is the keeper of the records and seal, if any;  
 a Limited Liability Company organized under the laws of the state of \_\_\_\_\_, and that the individuals signing this Resolution constitutes all of the members or managers, as appropriate of the company.

The following is a true and correct copy of the resolutions adopted by the Entity; such resolutions are now in full force and effect.

**Depository and Withdrawal Authorization**

RESOLVED, that Bank is designated a depository in which the funds of the Entity may be deposited and /or withdrawn by any (indicate number) 1 of the persons listed below in the manner so designated, subject to Bank's deposit account agreement as the same may be amended from time to time. The persons listed are authorized to endorse for collection, deposit, or negotiation, any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between account at Bank and other banks, either belonging to or coming into the possession of the Entity. Endorsements "for deposit" may be written or stamped Bank may accept any instruments for deposit to any depository account of the Entity without endorsement or may supply the endorsement of the Entity. The persons so designated are authorized to sign any and all checks, drafts, and orders drawn against any designated accounts of the Entity (including saving accounts) at Bank. Bank is authorized to honor and pay all checks, drafts, and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person listed, even if doing so causes or increases an overdraft.

PRINT NAME:	TITLE:	PRINT NAME:	TITLE:
<u>Lynne T. Ruda</u>	<u>Mayor</u>	_____	_____
<u>Michael E Stegmeier</u>	<u>Clerk -Treasurer</u>	_____	_____
_____	_____	_____	_____

**Signing Authorization**

RESOLVED, that any 1 of the persons indicated above is authorized to act for and on behalf of the Entity in any matter involving any of the Entity' depository accounts at Bank, including the authority to instruct Bank to close the account, to give instructions by means other than the signing of any item with respect to account transactions such as those initiated via electronic debit, payment, wire transfer, or other withdrawal of funds by computer, electronic or other technologic means, and is further authorized to sign and implement for and in the name on behalf of the Entity, as they, or any of them see fit, the agreements, instructions, drafts, orders, certificates, or other documents relating to any depository accounts or other business of the Entity including, but not limited to payroll agreements, repurchase agreements, night depository agreements, funds transfer agreements, agreement for automated clearinghouse services, agreements for online services, and/or safe deposit agreements.

**Borrowing Authorization**

RESOLVED, that any N/A of the persons indicated below is authorized to act for and on behalf of the Entity to borrow money and to obtain credit for the Entity from Bank on such terms as may seem to be advisable and to make and deliver notes, drafts, acceptances and any other obligations of the Entity therefore, instruments of guarantee and of indemnity, agreements and contracts, all in form satisfactory to Bank, and, as security therefor, to grant a security interest in and to assign, transfer, hypothecate, mortgage, pledge, trustee, withdraw, exchange and substitute any stocks, bonds, securities, mortgages, bills and accounts, bills of lading, warehouse receipts, goods, insurance policies, certificates or any other property of every nature and description held by or belonging to the Entity, with full authority to endorse, assign or guarantee the same in the name of the Entity; to execute and deliver security agreements and all instruments of assignment, transfer, hypothecation, mortgage, pledge and trust; to sell or discount with or without recourse any bills receivable or any other paper, whether or not negotiable, held by the Entity; to subordinate and assign any obligations and debts owed to the Entity by another or others, and in connection therewith, to execute and deliver instruments of subordination and assignment in form satisfactory to Bank; to authorize and request Bank to purchase, sell, deliver or exchange for the account of the Entity stocks, bonds, certificates of deposit or other securities, and foreign exchange or the proceeds thereof, and to execute and deliver all instruments, agreements and contracts required by Bank in connection with any matters herein contained or in connection with any services, of whatever nature or description, to be provided by Bank to the Entity.

PRINT NAME:	TITLE:	PRINT NAME:	TITLE:
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
_____	_____	_____	_____
_____	_____	_____	_____

**Service Award Trust Authorization**

RESOLVED that Bank may draw periodic checks from its central issue check account, which will be funded, as required, through a charge to any of the Entity' depository accounts with Bank, to pay the entitlement award to eligible participants as directed by an account signer authorized by the Entity. These payments will not change and will continue until Bank is instructed otherwise by the Entity.

**Further Authorization**

BE IT FURTHER RESOLVED that the secretary or assistant secretary (if a corporation or unincorporated association), the sole owner/proprietor (if a sole proprietorship), any member or manager, as appropriate (if a limited liability company), or any general partner (if a partnership) is authorized to certify to the Bank the name, title, specimen signature and facsimile signature with respect to any additions or deletions of persons authorized to carry out the purposes and intent of these resolutions and that this resolution shall remain in full force and effect until express written notice of rescission or modification is received by the Bank. If the authority contained herein should be revoked or terminated by operation of law or any other reason without such notice, it is resolved that the Bank shall be indemnified and saved harmless from any and all losses suffered or liabilities incurred by it so acting after such revocation or termination without notice.

IN WITNESS WHEREOF, the undersigned has hereunder subscribed his/her name(s) and affixed the seal, if any, of the Entity this \_\_\_\_\_ day of \_\_\_\_\_.

For a Service Award Trust, Corporation or Unincorporated Association or Organization:	For Sole Proprietorship	For Partnership (all general partners must sign)/ For Limited Liability Company (all members must sign)
_____		_____
Secretary	Owner/Sole Proprietor	Partner/Member/Manager

THIS IS A NOT-FOR-PROFIT BUSINESS

\_\_\_\_\_ Partner/Member/Manager

This Resolution supersedes and terminates the resolution dated \_\_\_\_\_.



**DRESCHER & MALECKI LLP**

📍 2721 Transit Road, Suite 111  
Elma, New York 14059  
📞 Telephone: 716.565.2299  
📠 Fax: 716.389.5178

RESOLUTION # 7/8<sup>3</sup> 2024  
MEETING DATE



July 1, 2024

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

Dear Mayor Ruda:

The following represents our understanding of the services we will provide the Village of Lancaster, New York (the “Village”).

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Village, as of May 31, 2024, and for the year then ended and the related notes to the financial statements, which collectively comprise the Village’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’ report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (“U.S. GAAP”), as promulgated by the Governmental Accounting Standards Board (“GASB”), require that supplementary information, such as management’s discussion and analysis, the schedule of the local government’s proportionate share of the net pension liability, the schedule of the local government’s contributions, the schedule of changes in the Village’s total OPEB liability and related ratios, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Schedule of the Village’s Proportionate Share of the Net Pension Liability/(Asset)—Retirement Systems
- Schedule of the Village’s Contributions—Retirement Systems

- Schedule of Changes in the Village’s Total OPEB Liability and Related Ratios
- Schedule of Revenues, Expenditures, and Changes in Fund Balance—Budget and Actual—General Fund

Supplementary information other than RSI will accompany the Village’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Supplementary Information, as listed in the table of contents

### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. As part of an audit of financial statements in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Villages’ ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.



## **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## **Management Responsibilities**

Our audit will be conducted on the basis that management and the Village Board of Trustees acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
  - iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- d. For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information;

and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

### **Nonattest Services**

In addition to the audit services described above, based on information in the Village's trial balance, we will also provide certain nonattest services including:

- Propose adjusting or correcting journal entries to be reviewed and approved by the Village's management.
- Assist the Village in the preparation of the basic financial statements for the year ended May 31, 2024.
- Review and provide editorial comments to the Village's Management Discussion and Analysis.
- Address routine accounting and auditing inquiries throughout the year, including applicability of GASB pronouncements to the Village.
- Assist the Village in compiling its Annual Financial Report to the New York State Comptroller for the year ended May 31, 2024.

We will not assume management responsibilities on behalf of the Village. However, we will provide advice and recommendations to assist management of the Village in performing its responsibilities.

The Village's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Reporting**

We will issue a written report upon completion of our audit of the Village's basic financial statements. Our report will be addressed to the governing body of the Village. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

**Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers’ proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

**Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Targeted for Completion
<b>Audit Performance Schedule:</b>		
Planning audit procedures, Extraclassroom	August 19	August 23
Year-end audit procedures	August 26	September 20
<b>Audit Communications:</b>		
Report on audit (including communications to the Village Board)		October 2024
Significant deficiencies or material weaknesses, if any		October 2024
Other management comments		October 2024

The aforementioned schedule is based on our prior discussions, should you wish to schedule differently, we believe we can accommodate you. Assistance to be supplied by the Village's personnel, including preparation of the schedules and analyses of accounts, will be described in a separate communication. Timely completion of the Village's work will facilitate the completion of our audit by the targeted completion dates. Appendix A provides a description of circumstances that could significantly change the targeted completion dates.

Charles Trottier is the engagement director for the audit services specified in this letter. His responsibilities include supervising Drescher & Malecki LLP's ("D&M") services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility. Invoices will be payable upon presentation. Our fees (inclusive of expenses) will not exceed \$22,000 for the year ended May 31, 2024. In addition, for the year ended May 31, 2024, the Village Justice audit will be \$1,650. To the extent that certain circumstances, as listed in Appendix A, arise during the engagement, our fee estimate may be affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

If it should be necessary for the Village to request D&M to render any additional services, such services would be submitted to the Board of Education for approval prior to D&M commencing such services. Our 2024 hourly rates for those services would be as follows: Partner \$200/hr.; Manager \$175/hr.; Supervisory Staff \$125/hr.; and, Staff \$100/hr.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of D&M and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal, state or local agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of D&M's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or workpapers for a period of at least five years from the date of our report.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Drescher & Malecki LLP

\* \* \* \* \*

RESPONSE:

This letter correctly sets forth our understanding.

Village of Lancaster, New York

Acknowledged and agreed on behalf of Village of Lancaster, New York

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

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

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

**APPENDIX A**  
**Village of Lancaster, New York**  
**Circumstances Affecting Timing and Fee Estimate**  
**Year Ended May 31, 2024**

The estimate of our fees is based on certain assumptions. To the extent that certain circumstances as listed in this Appendix arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. We will notify you of circumstances that we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary which would be subject to approval by the Village. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at the Village's request. Changes to the timing of the engagement usually require reassignment of personnel used by Drescher & Malecki LLP (D&M) in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, D&M may incur significant unanticipated costs.
2. All audit schedules are not (a) provided by the Village on the date requested, (b) completed in a format acceptable to D&M (c) mathematically correct, or (d) in agreement with the appropriate Village records (e.g., general ledger accounts). D&M will provide the Village with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or changes as follows:
  - a. Significant new accounting issues that require an unusual amount of time to resolve.
  - b. Significant changes in accounting policies or practices from those used in prior years.
  - c. Significant changes or transactions that occur prior to the issuance of our reports.
  - d. Significant changes in the Village's accounting personnel, their responsibilities, or their availability.
  - e. Significant changes in auditing requirements set by regulators.
5. Significant delays in assistance in the Village's assistance in the engagement or delays by the Village in reconciling variances as request by D&M. All invoices, contracts, and other documents, which we will identify for the Village, are not located by the Village's personnel or made ready for our easy access.
6. Deterioration in the quality of the Village's accounting records during the current-year engagement in comparison with the prior-year engagement.
7. The procedures necessary to adopt new Governmental Accounting Standards Board Statements have not been completed by Village personnel.
8. A significant level of proposed audit adjustments are identified during our audit.
9. Changes in audit scope caused by events that are beyond our control.

**SUBAWARD GRANT AGREEMENT**  
**BETWEEN AMERICAN FORESTS AND VILLAGE OF LANCASTER, NY FOR**  
**INFLATION REDUCTION ACT**  
**URBAN & COMMUNITY FORESTRY INITIATIVE**

RESOLUTION # 4  
MEETING DATE 7/8/2024

This Subaward Agreement (“**Subaward**” or “**Agreement**”) No. 24-CA-11132544-010-XXX is entered into the [\_\_\_\_\_], by and between American Forests (“**American Forests**” or “**AF**”) and **Village of Lancaster, NY (“Subrecipient)**. American Forests and Subrecipient may be referred individually as “**Party**” or collectively as the “**Parties**.”

	<b>Name:</b> Village of Lancaster, NY <b>(“Subrecipient”)</b>  <b>Type of entity</b> [e.g., government, corporation, LLC, sole proprietor]: Government  <b>State of incorporation, partnership, or formation:</b> New York
<b>All Notices:</b> 1220 L Street, NW Suite 750, Washington, DC 20005 Attn: Meliha Aljabar	<b>All Notices:</b> Street: 5423 Broadway City & State: Lancaster, NY Zip: 140862148 Attn: Lynne Ruda
	<b>Subrecipient Unique Entity Identifier:</b> TWKNG1NPN889
<b>Federal awarding agency:</b>	U.S. Department of Agriculture, Forest Service
<b>Federal Award Identification Number (FAIN):</b>	24-CA-11132544-010
<b>Federal Assistance Listing</b>	10.727, Inflation Reduction Act Urban & Community Forestry
<b>Federal Award date:</b>	01/10/2024
<b>Project Title:</b>	Village of Lancaster Tree Equity and Education Initiative

Project description:	The Village of Lancaster, in partnership with local organizations, will employ funding to plant and care for trees in four socioeconomically and environmentally disadvantaged neighborhoods. This initiative aims to bolster tree canopy cover, fostering environmental resilience and enhancing the well-being of residents. By prioritizing underserved areas, the project seeks to address environmental justice concerns and promote equitable access to green spaces. Community engagement will be fostered through volunteer planting events and educational workshops, empowering residents to become stewards of their urban forest. Ultimately, this effort strives to cultivate a more sustainable and inclusive environment for all members of the community.
Subaward Period of Performance Start and End Date:	[ _____ ] - 05/30/2028
Subaward Budget Period Start and End Date	[ _____ ] - 05/30/2028
Total amount of federal funds	\$255,584.00



## RECITALS

American Forests has been selected for the award of a federal financial assistance award from the United States Department of Agriculture, Forest Service ("Forest Service" or "the Agency"), in support of a project entitled Fostering Community-Led Action to Advance Tree Equity ("the Project") for which American Forests will serve as a pass-through entity for subawards.

The Agency has identified a project narrative and budget submitted by Subrecipient to the Agency to be of interest with regard to the Project and recommended that American Forests engage Subrecipient to perform such effort.

American Forests desires Subrecipient to perform certain work within the scope of the Project described above and as further described in Exhibit 1 hereto under the terms and conditions set forth below, and Subrecipient has expressed a willingness to perform such work.

NOW THEREFORE, American Forests hereby awards a cost reimbursable subaward to Subrecipient on the following agreed terms and conditions.

## ARTICLE I - DEFINITIONS

A. As used in this document, the words and phrases set forth below shall have the following meanings:

1. **"Forest Service"** or **"the Agency"** means the U.S. Department of Agriculture ("USDA"), Forest Service.
2. **"Grant"** and **"Grant Agreement"** means Cooperative Agreement No. 24-CA-11132544-010, between the Agency and American Forests, including all attachments, documents incorporated by reference, and amendments thereto.
3. **"Recipient"** means American Forests.
4. **"Subrecipient"** means an entity receiving a subaward from a pass-through entity ("recipient") to carry out a part of the "Grant".
5. **"Project"** is defined as the project described in the Grant Agreement and Subrecipient's project narrative.
6. **"Project Activities"** means all activities conducted by Subrecipient in furtherance of the Grant Purposes as part of the Project.
7. **"Purposes"** means the specific goals and purposes of this Project set forth in the Grant Agreement.
8. **"Subgrant"** means the funds granted to Subrecipient by American Forests and the restrictions on its use required by the Grant and Subgrant Agreements.

9. "Subaward Grant Agreement," "Subaward Agreement," and "this Agreement" means this agreement between American Forests and Subrecipient.

10. "Budget" means the Subrecipient's budget for the Project as approved by the Agency.

The term "days" refers to calendar days unless otherwise specified.

B. All other capitalized terms shall have the definitions assigned to them in this Agreement or in 2 CFR Chapter 1, Part 200, section 200.1 *et seq.* unless it is clear from the usage that the Parties intended to assign a commonly used definition to such terms.

C. This award is subject to the 2 CFR Part 20, Subparts A through F, as adopted and supplemented by the USDA in 2 CFR Part 400.

## **ARTICLE II - INCORPORATION OF GRANT AGREEMENT**

American Forests makes this subgrant to Subrecipient subject to the Grant Agreement, which is incorporated by reference. Subrecipient acknowledges that it is a "subrecipient" under the Grant and agrees to comply with all provisions identified in the Grant as being applicable to, or required to be flowed down to, a "subrecipient" or "Non-Federal Entity", as applicable under the Grant and applicable regulations.

## **ARTICLE III - AMOUNT AND TERM**

A. **AWARD AMOUNT:** This award is in the amount of \$255,584.00, subject to the requirement that Subrecipient incur and invoice for allowable costs as specified herein.

B. **TERM:** This subaward shall be effective upon full execution. Subgrant funds may not be used to support activities conducted prior to the Effective Date. This Subgrant Agreement is effective through 05/30/2028, or until terminated, whichever occurs first.

C. **ALLOWABLE COSTS:** Subrecipient shall not submit any costs that are unallowable under federal regulations (per 2 CFR Part 200, Subpart E) or this Agreement for reimbursement. Costs that exceed the amount specified in subsection A above, are outside the Term specified in subsection B (except as expressly agreed otherwise by American Forests), or that lie outside the scope of the activities in Exhibits 1 and 2 are unallowable.

## **ARTICLE IV - PAYMENT**

A. **PAYMENT DISBURSEMENTS:** American Forests shall reimburse Subrecipient for the costs of Project Activities in accordance with the Budget. Such payments shall not exceed the amounts identified in the Budget for each line item by more than 10% without the prior written consent of American Forests. Indirect cost rates shall remain fixed throughout the term of this award based on the Budget. American Forests reserves the right to request and receive supporting documentation to substantiate payment requests and the amounts claimed, which shall be exercised in its sole discretion. Payment of invoices is contingent upon a determination by American Forests that the amounts being invoiced are allowable, allocable, and reasonable under applicable regulations. Notwithstanding the foregoing, Subrecipient must promptly refund any

excess payments received from American Forests, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation.

**B. USE OF GRANT FUNDS:** Subrecipient will use the Subgrant funds solely for the Purposes of this Agreement. Any interest earned by Subrecipient on the Subgrant funds shall be used by Subrecipient to cover Project Activities. Subrecipient will repay to American Forests any portion of the amount disbursed to Subrecipient that is not used for these Purposes.

**C. MATCH WAIVER:** The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance that 100% of the work and funding will benefit disadvantaged communities, as defined by the tools and guidance provided by the Forest Service as of the date of signing this award. In the event the Forest Service updates or revises its tools or guidance, the Parties shall confer as to whether all of the work and funding still will benefit qualifying disadvantaged communities. Subrecipient further shall certify in its bi-annual reports that the communities served qualify as "disadvantaged" in accordance with Forest Service tools and guidance. In the event the communities served no longer qualify as "disadvantaged" per such tools and guidance, this award may be terminated by American Forests.

#### **ARTICLE V - REPORTING**

**A. SUBGRANT REPORTS:** Subrecipient agrees to provide American Forests with all documentation, reports, and other information necessary for American Forests to complete in a timely manner all reports required by the Grant as well as such other information reasonably requested in writing by American Forests, as further described in Exhibit 3.

**B. NARRATIVE REPORTS:** The narrative report shall describe accomplishments as of the date of the report, outlining activities undertaken, strategic choices that were made as a result of the Subgrant, and achievement of Subgrant purposes.

**C. FINANCIAL REPORTS:** The financial report shall reflect the expenditures of the Subgrant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period and cumulative across the Subgrant term. The reports also should address actual spending at the level of detail in the Budget, and an explanation of any variances.

**D. SUBGRANT REPORT FOLLOW-UP:** American Forests or the Agency may request conferences or meetings with Subrecipient to discuss details of the Subgrant Report(s), and American Forests or the Agency may require additional supporting documentation or clarifications to the Subgrant Report prior to the release of the next scheduled payment. Upon completion of the Subgrant, Subrecipient will submit a Final Subgrant Report.

**E. COMMUNICATIONS WITH AGENCY:** Subrecipient acknowledges that communications with the Agency should flow through American Forests. If Subrecipient and the Agency communicate directly with one another, Subrecipient will promptly notify American Forests of any substantive matters discussed which might impact American Forests' administration of this Agreement or the Project.

**F. REPORTING OF FIRST TIER SUBAWARDS:** In accordance with Exhibit 6, Subrecipient agrees to provide American Forests with all information necessary for American Forests to complete in a timely manner all required reports, including the names and total compensation of each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year, or documentation that Subrecipient is exempt from such reporting.

#### **ARTICLE VI - MONITORING**

**A.** American Forests may conduct monitoring to ensure Subrecipient capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that Subrecipient has in place effective internal controls to achieve these goals.

**B.** Monitoring will include an assessment of Subrecipient's performance against the goals and performance standards of the Grant and as required herein.

**C.** As a part of its ongoing monitoring process, American Forests will evaluate Subrecipient's progress and project goal attainment based on the required reports prepared by Subrecipient, as well as through regular meetings and/or ongoing discussions with Subrecipient project staff. American Forests reserves the right to request and conduct an onsite visit as part of its monitoring plan, and will provide reasonable advance notice of such a visit.

**D.** American Forests may require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring. Subrecipient shall adhere to any monitoring and evaluation plans developed and specifically required by American Forests as a result of monitoring activities.

#### **ARTICLE VII - AUDITS AND MAINTENANCE OF RECORDS**

**A. BOOKS AND RECORDS:** Recordkeeping is subject to 2 CFR 200.334 - 200.338. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement in sufficient detail to substantiate all expenditures related to this award. Subrecipient shall maintain these books and records for a period of at least three (3) years from final payment from American Forests.

**B. AUDIT:** Subrecipient is responsible for complying with the audit requirements in 2 CFR 200, Subpart F and the Subrecipient shall furnish a copy of any such audit report to American Forests within 180 days of Subrecipient's year-end. Subrecipient shall give American Forests, the United States Comptroller General and the Agency, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement (including the applicable records maintained by its contractors and sub-subrecipients) at any time. American Forests shall provide reasonable advance notice to Subrecipient in the event of its audit and shall undertake reasonable efforts to do so in the event of an audit by the Agency or its representative. Copies of requested documents shall be furnished at no cost to American Forests or the United States government representatives if requested.

**C. SINGLE AUDIT:** In accordance with 2 CFR 200.501(a), non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must have a Single Audit conducted in accordance with 2 CFR 200.514. If Subrecipient has received a Single Audit for the preceding year, a copy shall be provided. Subrecipient agrees to have such an audit conducted if applicable. As a condition of this award, Subrecipient shall annually certify if its organization has been subject to the Single Audit requirement according to the above citations. Subrecipient shall provide a copy of any required Single Audit reports to American Forests within 180 days of Subrecipient's year-end.

#### **ARTICLE VIII - COMPLIANCE WITH LAWS**

**A. APPLICABLE LAWS:** Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and applicable Agency guidance, and all provisions required thereby to be included herein are hereby incorporated by reference.

**B. PERMITS:** Subrecipient warrants that it and its subrecipients and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for American Forests.

**C. INTERNAL CONTROLS:** Subrecipient shall establish and maintain effective internal controls over this award per 2 CFR 200.303 that provides reasonable assurance that Subrecipient is managing the effort in compliance with Federal statutes, regulations, and the terms and conditions of the Grant. Subrecipient shall monitor its performance and take prompt action when it identifies any instances of noncompliance.

#### **ARTICLE IX SUBCONTRACTING AND SUBAWARDING**

**A. APPROVAL REQUIRED.** Subrecipient shall not issue any subcontracts or subawards under this Agreement without prior written approval from American Forests. Acceptance of a Budget that identifies specific subawards or subcontracts shall constitute such approval.

**B. PROCUREMENT:** Subrecipient shall comply with all procurement requirements, standards, and procedures in 2 CFR 200.310 through 2 CFR 200.327. Subrecipient shall follow the Procurement Guidelines to be provided by American Forests, which are based on the referenced regulations.

**C. FURTHER FLOWDOWN:** Subrecipient shall include in each lower-tier subaward or subcontract the appropriate flow-down clauses as required by this Subaward, the terms and conditions of the Grant, and 2 CFR Part 200, Appendix II.

#### **ARTICLE X - NONDISCRIMINATION**

**A. NONDISCRIMINATION.** Subrecipient shall not discriminate against any employee or

applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's characteristic(s) protected by federal, state, or local law.

**B. EQUAL OPPORTUNITY.** Subrecipient shall comply with Executive Order 11246, as amended and supplemented by regulations at 41 CFR Part 60 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and any other applicable federal and state anti-discrimination laws.

**C. PUBLICATION.** Subrecipient shall include the following statement in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: **“This institution is an equal opportunity provider.”**

#### **ARTICLE XI - SUBRECIPIENT’S COVENANTS**

**A. DISCLOSURES:** Subrecipient agrees to disclose in writing to American Forests, in a timely manner: (1) any potential conflict of interest to the Agency or American Forests in accordance with Agency’s conflict of interest policy per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Grant.

**B. CERTIFICATION OF ELIGIBILITY:** Subrecipient certifies that, to the best of its knowledge and belief, Subrecipient and its principals (referred to collectively in this Section as “Subrecipient Parties”):

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury’s Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resource or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Subrecipient Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Subrecipient Party is pending.
5. Will ensure that none of the funds, including supplies and services, received under this Agreement will be provided directly or indirectly (including through subawards

or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

If Subrecipient becomes aware that it or any Subrecipient Party is subject to any of the above conditions during the Term of this award, Subrecipient must notify American Forests immediately. If American Forests determines that Subrecipient or any Subrecipient Party is subject to any of the above conditions, American Forests, may terminate this Agreement effective immediately, with no further obligation hereunder, including payment.

**C. INDEMNIFICATION:** To the extent permitted by law, Subrecipient shall indemnify American Forests for all claims, actions, damages or other losses (including reasonable attorneys' fees) ("Losses") arising out of Subrecipient's performance of this Agreement, except to the extent such Losses are caused by American Forests.

**D. INSURANCE:** Subrecipient shall maintain the following insurance coverage during the term of this Agreement:

**1. General Liability and Property Damage:** Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

**2. Automotive Liability:** Subrecipient shall carry automotive liability insurance covering all motor vehicles used by Subrecipient in connection with this Agreement. Coverage limits shall not be less than \$500,000 combined single limit.

**3. Workers Compensation:** Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State in which the work is performed under this award.

**4. Certificate:** Subrecipient shall provide a certificate of insurance to American Forests within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, Subrecipient shall provide written documentation verifying self-insured status.

**E. PROPERTY:** If work is to be performed on private (nonpublic) property, Subrecipient shall (i) ensure that permission for any such work is obtained from the owner(s) of such property; and (ii) secure an agreement from such owner(s) to hold harmless American Forests and the USDA Forest Service from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including any contractor or other party performing such work, or damage to any property of any kind whatsoever and to

whomsoever belonging, or any sanctions, penalties, or claims of damages resulting from work being funded through this subaward. Subrecipient shall provide a copy of such agreement to American Forests upon request.

## **ARTICLE XII - TITLE AND USE OF INTELLECTUAL PROPERTY**

**A. NAMES, LOGOS, AND INSIGNIA:** The names and logos of the Parties and the Forest Service may not be used for any purpose without the prior express written permission of their owners. Subrecipient shall seek Agency consent (through American Forests) prior to use of Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production. Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award in accordance with 2 CFR 415.2.

**B. RIGHTS:** In performing the Grant Agreement and this Agreement, the Parties may produce documents, reports, data, studies, photographs, videos, maps, and the like, as well as product-specific documents (individually a "Work" and collectively "Works").

1. Unless otherwise required by the Agency or agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.
2. American Forests shall enjoy a perpetual, irrevocable, worldwide, unlimited use, non-exclusive, royalty-free right and license to reproduce, publish, incorporate, and otherwise use, and to authorize others to use, the Works of Subrecipient for any purpose, including to publish the results of the efforts under this Subgrant Agreement.
3. The Federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, incorporate, or otherwise use, and to authorize others to use the Works for federal government purposes.

**C. DISTRIBUTION:** Except as set forth above, neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

**D. USE OF PROPRIETARY INFORMATION:** The Parties anticipate that to perform under this Agreement, it might be necessary for either Party to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified in writing at the time of disclosure. Any such information shall not be used, published or divulged to any governmental entity, individual, organization or corporation, in any manner or for whatever purpose, except through the Party's previous written permission, which may be withheld by the respective Party at its sole discretion, or as required by law. Each Party will use reasonable efforts to protect the proprietary information of the other Party.

## **ARTICLE XIII - CLOSE-OUT PROCEDURES**



Subrecipient shall submit a final financial report, a Disposition Request for any equipment purchased, and any other documentation required or requested by the Forest Service within forty-five (45) days of the conclusion of its work under this Agreement, prior to final payment hereunder. The final expense report must include documentation of match if applicable. Final payment may be withheld until these requirements have been fulfilled and approved by American Forests.

#### **ARTICLE XIV- AMENDMENT AND TERMINATION OF AGREEMENT**

**A. SUBGRANT MODIFICATIONS:** This Agreement, including all Exhibits, embodies the entire and complete agreement and understanding between the Parties. This Agreement may not be amended or modified, except as agreed to by the Parties in writing.

**B. TERMINATION:** Either Party may terminate this Subgrant Agreement at any time by giving sixty (60) days written notice to the other Party. If this Agreement is terminated pursuant to this article, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination. Subrecipient shall not place any orders or subgrants for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Nothing hereunder shall be construed to limit American Forests' right to terminate for default or non-compliance.

**C.** American Forests may terminate this Agreement with immediate effect through notice to Subrecipient in the event of: (i) termination or cancellation of the Cooperative Agreement by the Forest Service; (ii) a lapse or interruption of appropriations; or (iii) a determination by American Forests that the communities served do not qualify as "disadvantaged" per tools and guidance provided by the Forest Service. In such event, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination.

#### **ARTICLE XV - DEFAULT AND REMEDIES**

**A. DEFAULT WITH OPPORTUNITY TO CURE:** If any of the following events of default occur without being cured within ten (10) days from the date that written notice of such default is received by Subrecipient from American Forests, American Forests, in its sole discretion, may terminate this Agreement:

1. The Agency's determination that Subrecipient has failed to achieve the Grant Purposes;
2. The Agency's determination that Subrecipient has failed to comply with all applicable provisions of the Grant Agreement; or
3. American Forests' determination that Subrecipient has failed to perform any one of Subrecipient's multiple obligations under this Agreement.

**B. DEFAULT RESULTING IN IMMEDIATE TERMINATION:** In the event of either of these occurrences, American Forests may, in its sole discretion, declare Subrecipient in default and

terminate this Agreement immediately and Subrecipient shall have no right to cure such default:

1. Adoption of any strategy or policy by Subrecipient which willfully undercuts the effectiveness of American Forests' ability to achieve the Project outcome for which it is responsible under the Grant Agreement.
2. Misuse of funds by Subrecipient.

**C. DELAY OR FAILURE TO COMPLETE DELIVERABLES:** Subrecipient will provide written notice to American Forests of its failure to provide agreed-upon deliverables as soon as it becomes aware of its inability to complete deliverables on time. Failure to report data in a timely manner to the UCF IRA Accomplishment Reporting System shall be a failure to complete deliverables. If American Forests determines that Subrecipient's failure to complete deliverable(s) will result in significant barriers to achieve the Project outcomes, American Forests will give notice of such determination to Subrecipient and Subrecipient will provide an alternate strategy or deliverable to ensure success in achieving the Project outcomes, which may be accepted by American Forests in its sole discretion. The alternate strategy or deliverable will be submitted to American Forests for approval by American Forests and the Agency. American Forests may, in its sole discretion, terminate this Agreement if Subrecipient fails to comply with this subsection or if American Forests determines that an alternate strategy or deliverable is not acceptable under the circumstances.

**D. REMEDIES:** If Subrecipient fails to cure any breach or default prior to the expiration of the ten (10) day notice period, American Forests may demand repayment of all or a portion of the amounts paid, or invoke any other remedy allowed by the Grant Agreement, this Agreement, or by law. All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

#### **ARTICLE XVI - DISPUTE RESOLUTION**

In the event of any dispute relating to this Agreement, the Parties shall explore a resolution of the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive days, the Parties agree to terminate this Agreement. Following termination of this Agreement, Subrecipient shall complete all programmatic and financial reporting and return any unspent funds to American Forests.

#### **ARTICLE XVII - EQUIPMENT**

**A.** If the Budget provides for the acquisition of equipment by Subrecipient, Subrecipient will comply with the procurement standards in 2 CFR 200.317-200.327.

**B.** To ensure that the federal interest in acquired equipment is properly recorded, Subrecipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. Subrecipient is

expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

C. Subrecipient shall inventory equipment acquired in part or in whole with Forest Service funds annually and submit a copy to American Forests. A final inventory shall be submitted for closeout. Subrecipient may use Tangible Personal Property Report Standard Forms (SF) 428.

D. Subrecipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. The Forest Service shall issue disposition instructions.

#### **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

A. **PARAGRAPH TITLES:** The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

B. **NOTICE:** Whenever notice is required to be given under the terms of this Agreement, such notice shall be in writing and may be delivered in person or via e-mail, regular mail, courier, or overnight delivery service. Such notice will be deemed effective upon its receipt.

C. **RESPONSIBILITY:** Each Party shall be solely responsible for the actions and/or omissions of its employees, contractors, and agents in implementing the objective of this Agreement.

D. **NO JOINT VENTURE OR AGENCY:** The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement. Neither Party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention. Neither Party may represent that it is acting as agent or representative of the other.

E. **FORCE MAJEURE:** Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if and to the extent such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), lapse of appropriated funds for the Agency, wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

F. **ASSIGNMENT:** Subrecipient may not assign or transfer its rights and obligations under this Subgrant Agreement without the prior written consent of American Forests.

G. **SEVERABILITY:** If any provision of this Agreement is held invalid, the other provisions herein shall not be affected thereby.

H. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia.

IN WITNESS WHEREOF this Agreement is executed on the date noted for each Party. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award.

BY AMERICAN FORESTS:

James A. Daley, President and CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BY SUBRECIPIENT:

Lynne Ruda, Mayor

\_\_\_\_\_  
Signature and title

\_\_\_\_\_  
Date

## **EXHIBITS**

This Agreement contains the following Exhibits:

- Exhibit 1: Scope of Work
- Exhibit 2: Budget
- Exhibit 3: Schedule of Reporting Requirements
- Exhibit 4: Financial Reporting Format
- Exhibit 5: Federal Subaward Terms
- Exhibit 6: FFATA (Attachment B to CA)
- Exhibit 7: Whistleblower (Attachment C to CA)

## EXHIBIT 1 SCOPE OF WORK

### 1. Project Scope Alignment:

The Village's Tree Maintenance Plan, along with annual updates from the Department of Public Works, has shed light on deficiencies within our community's canopy cover and continuity. This lack of sufficient tree stocking levels, falling well below the recommended 90% outlined in the Village's current Tree Management Plan, directly impacts the continuity and sustainability of our urban forest system.

The goal of our project is to focus resources and benefits on the Disadvantaged Communities identified through careful analysis of data from the Village of Lancaster Tree Management Plan, US Dept. of Housing & Urban Development Community Development Block Group Eligible Block Groups, per American Community Survey data 2019 - Low to Moderate Income indicator based on Area Median Income, EPA's Environmental Justice Screening and Mapping Tool and Heat.gov National Integrated Heat Health Information System. These underserved neighborhoods face heightened vulnerability to extreme heat and the escalating adverse effects of climate change. Insufficient tree canopy exacerbates the urban heat island effect, leading to increased temperatures and diminished air quality, particularly in areas lacking the resources to mitigate these challenges effectively. During extreme heat events, residents may want to leave their house more often, and there is inadequate tree cover for reprieve from heat. Addressing these deficiencies in tree canopy coverage is essential not only for the overall environmental sustainability of our community but also for the well-being and resilience of our most vulnerable residents. By enhancing tree canopy in these neighborhoods, we can mitigate the impacts of extreme heat and foster a more equitable and sustainable environment for all residents, regardless of socioeconomic status.

Residents often bear the brunt of flooding due to inadequate infrastructure and limited resources for disaster preparedness. By strategically planting trees in these communities, we can provide multiple benefits. Trees act as natural barriers, intercepting rainfall and reducing surface runoff, thus lowering the risk of flooding in nearby homes and neighborhoods. Additionally, tree planting initiatives can empower residents by providing opportunities for community engagement, education, and skill-building. By fostering a sense of ownership and resilience, these efforts not only mitigate flood risks but also contribute to the overall well-being and empowerment of disadvantaged communities.

Over the last decade, the Village has promoted policies and projects to create a resilient, sustainable community and has worked to implement projects to cut energy use, reduce emissions, and adapt to the changing climate. Proof of this commitment is evident in the Village's recent designation as a Bronze Climate Smart Community; one of only three communities to achieve that designation in Western New York. The Village is

currently working toward silver designation (anticipated 2025). Additionally, the Village has been designated a Tree City USA community for five consecutive years and awarded the Growth Award in 2023. The Village has also been designated a one-star NYSEDA Clean Energy Community. Local Law Section 310 (Trees) provide standards for the Village's forestry program, which manages and maintains trees, stumps, and planting sites in specified parks, public facilities, and along the streets right-of-way (ROW) in alignment with principles of landscape ecology, ecosystem management, multiple use management and the latest research and science currently available.

The Village has made efforts to address the canopy cover inequity. However, current resources only allow the Village to plant about 30 trees per year throughout the community. With the current total of 799 planting sites, it will take 27 years for the Village to reach the stocking level of 90%. During this time, an entire generation will be exposed to negative health and environmental risks. The proposed project will protect, enhance, and expand equitable tree canopy cover in low to-moderate income communities in the Village that currently have low tree canopy cover due to weather, disease, or age. The project will include the keystones of urban forestry - connect, engage, manage, plan, and protect. The project is consistent with and will contribute to the goals in the federal, state, and local Urban and Community Forestry Action Plans.

## **2. Implementation Strategy/Methodology/Timeline:**

The Village of Lancaster utilized the following methodology to prepare for this project:

- Assessed the status of current tree planting efforts to identify problems/inequities with the tree planting/maintenance program currently in place.
- Identified planting area based on LMI census tracts and environmental risks in our community.
- Engaged Partner organizations with the ability and expertise to participate in the tree planting/maintenance project.
- Identified how local government and community members share ownership of planting/maintenance project.
- Identified federal, state, and local resources available to support the long-term success of the Village's urban forestry projects.

The proposed tree planting project will be implemented over four years. Our pre-application year focused on planning and preparation. Years one through four will focus on planting and maintenance, based on the identified LMI census tracts, divided into project zones in the community. The project also includes public outreach and education activities that will occur mainly within the first two years.

The following scope of work provides a detailed description of the proposed project:

Objective/Task	TIMELINE	Partners	OUTPUT/DELIVERABLES
<p><b>Goal 1: The Village of Lancaster will successfully increase canopy cover in the project area as part of its larger climate change mitigation strategy to enhance the ecosystem and community benefits from trees.</b></p>			
<p><b>Project Pre-development:</b> assemble project partners to develop project; Submit USDA Forestry Service grant</p>	<p>4/23 -11/23</p>	<p>Village officials, DPW, NYSDOT, NYSDEC, Partners</p>	<ul style="list-style-type: none"> <li>• Project outline</li> <li>• Detailed cost estimates</li> <li>• Completed Application</li> <li>• Coordination with American Forests</li> </ul>
<p><i>Planting Plan:</i> prepare planting plan to identify suitable planting locations within the project area public ROW exclusively within Disadvantaged Communities</p>	<p>12/23 - 2/24</p>	<p>Project manager, Mayor, DPW, FAB, DOT, DEC, arborist</p>	<ul style="list-style-type: none"> <li>• Consultant procurement</li> <li>• Contract with consultant</li> <li>• Planting Plan with Schedule &amp; Map</li> <li>• Tree/Supplies PO</li> </ul>
<p><i>Site Preparation:</i> perform necessary tree maintenance to successfully prune/remove dead, dying, diseased, or nuisance trees in the project area, exclusively within Disadvantaged Communities.</p>	<p>3/24 - 10/24</p>	<p>Village DPW, FAB, Consultant (as needed)</p>	<ul style="list-style-type: none"> <li>• Perform tree maintenance</li> <li>• Remove 50 dead trees</li> <li>• Update tree inventory (TreeKeeper)</li> </ul>
<p><i>Equitable Resident Engagement:</i> engage the residents in the Disadvantaged Communities for input in urban forestry; allow for input regarding tree species and placement within reason; inform</p>	<p>Throughout</p>	<p>DPW, FAB, Beautification Committee, residents</p>	<ul style="list-style-type: none"> <li>• Increased DAC resident participation</li> <li>• Improved tree survivability (95%)</li> <li>• Increased volunteerism</li> </ul>



residents of project goals.			
<b>Urban Forestry Improvements:</b> install 799 high quality native trees in the public right of way under the supervision of a certified arborist or natural resource professional, exclusively within Disadvantaged Communities.	11/24 - 4/28	DPW, FAB, Consultant, qualified volunteers	<ul style="list-style-type: none"> <li>• Finalize plant selection with input from qualified professionals</li> <li>• Prep site (clearing/ grubbing, holes, irrigation, etc.</li> <li>• Plant 200 trees per yr. (spring &amp; fall)</li> <li>• Reduce urban heat effect</li> <li>• Enhance health &amp; wellness benefits</li> </ul>
<b>Goal 2: Improve the Village of Lancaster's proactive, systematic, and strategic focus on community forestry system.</b>			
<b>Post Planting:</b> hire a qualified consultant to update the Village of Lancaster's 2020 Tree Management Plan to provide a framework for actions to preserve, maintain, and enhance the condition of the urban forest, with the specific goal to increase equitable access to healthy urban tree canopy.	4/28 - 11/28	<b>Village officials, DPW, FAB, CST, consultant</b>	<ul style="list-style-type: none"> <li>• Procurement/Contract with consultant</li> <li>• Update tree inventory</li> <li>• Update planting plans</li> <li>• Develop proactive maintenance plan with maintenance cycles</li> <li>• Tree Maintenance Plan (2027-2032)</li> <li>• Tree report card/annual update</li> </ul>
<b>Goal 3: Engage various stakeholders (village officials, department heads, DAC residents, committees, community groups, and organizations) to act as an urban forest stewardship network providing a key role in the planning and implementation of the project.</b>			
<b>Partners:</b> Village of Lancaster will collaborate with local schools, community organizations, and public agencies to	5/23 - 11/26	Mayor, Village Officials and Village Committees	<ul style="list-style-type: none"> <li>• Written commitment form Partners</li> <li>• Meet 2 times per yr.</li> </ul>

achieve its urban forestry objectives.			
Develop a leadership team including a cross section of DAC community stakeholders and qualified professionals, and identify members with the vision, commitment, and organizational skills to coordinate/implement grant activities to benefit Disadvantaged Communities.	11/23 - 11/27	Village officials	<ul style="list-style-type: none"> <li>• Establish a leadership team made up of 12 qualified stakeholders, including DAC residents</li> <li>• Develop written roles and responsibilities</li> <li>• Schedule min. of 2 meetings per year, including one in DAC neighborhood</li> <li>• Implement project</li> </ul>
<b>Goal 4: Foster community support for the Village of Lancaster’s Urban Forestry Program and encourage good tree management on public and private property.</b>			
The Village will work with Partners to introduce a public education campaign that highlights the economic, social, and health benefits associated with trees. This campaign will focus on and prioritize outreach to Disadvantaged Communities.	2/24 - 11/26	Mayor, Project manager, FAB, NYDEC Urban Forester; Climate Smart Task force	<ul style="list-style-type: none"> <li>• Printed materials</li> <li>• 2 Tree Care Workshops per year for 3 years, in DAC neighborhoods</li> <li>• 20% increase in volunteers at planting events</li> <li>• 25% increase in attendees at FAB &amp; CST events</li> <li>• Community Planting Events</li> </ul>
Utilize a wide range of media (posters, yard signs, community newspaper/newsletter, social media, local events) targeting residents in Disadvantaged Communities to promote messaging	2/24 -	Village officials, Project Manager, FAB, DEC Urban Forester, LHS Environmental Club	<ul style="list-style-type: none"> <li>• 50 posters in businesses &amp; public buildings</li> <li>• 500 lawn signs</li> <li>• 500 new Facebook friends</li> <li>• 1,500 residents reached thru community newspaper ads</li> </ul>

including right tree, right place; tree care (watering & pruning); and societal benefits of trees.			<ul style="list-style-type: none"> <li>• 4,000 residents reached thru Lancaster Villager newsletter</li> </ul>
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**3. Capability and Capacity:**

The Village of Lancaster has the capacity and expertise to develop, implement and administer this project within a four-year performance period. The Village has been successful in executing County, State, and Federal projects including infrastructure improvements, Main Street Revitalization, improvements to parks and public spaces, and ecological and climate smart initiatives.

As part of its urban forestry plan, the Village has assembled a leadership team that includes a cross section of the community and stakeholders, including qualified professionals. There are several state agencies (NYSDEC, NYSDOT) that include urban forestry as a major component of their mission, and there are other organizations that affect the urban forest indirectly. Some groups function together seamlessly, others partner on projects occasionally. The proposed project will reduce wasted resources and create a more cohesive urban forestry program through enhanced cooperation and partnerships with pertinent agencies through improved communication and coordination.

In preparation for this project, the Village has identified individuals and organizations with the vision, commitment, organization, and leadership skills to develop and implement the project, including:

**Project Manager:** Village Clerk/Treasurer Michael Stegmeier will be responsible for the administration of the USDA Forest Service grant and serve as the primary point of contact. Mr. Stegmeier has successfully overseen the administration of various grants totaling over \$16.3 million since 2006. Mike serves as the Budget Director and Chief Fiscal Officer for the Village, including the management and oversight of department budgets and long-term financial planning. He also serves as the Climate Smart Coordinator, managing projects and initiatives to promote environmental awareness and improve the community’s sustainability and resiliency against the negative impacts of climate change.

**Project Coordinator:** Village of Lancaster Department of Public Works Superintendent Wayne Cisco will oversee the planting and maintenance phase of the project. DPW employees are key to the Village Tree Management program including ongoing inventory updates and maintenance in accordance with Lancaster Local Law Chapter 310 (Trees). The DPW implemented the use of TreeKeeper inventory management

software in 2020, which allows them to keep the inventory current, with records of work needed, work done, photos, and other items necessary to maintain good health for the Village trees. The DPW Buildings and Grounds Crew performs the work for the annual planting project, tree pruning, maintenance and removal of trees as needed. The Village DPW also teams up with the Urban Forest Advisory Board for its annual tree planting program in which approximately 30 trees are planted per year. The DPW staff will work with Project Partners to implement the planting and planning aspects of the proposed project. The DPW also commits to updating and maintaining the Village's tree inventory and management plan. The DPW team also has a regular connection and communication with community members, through various projects in the community.

**Village of Lancaster Urban Forestry Advisory Board (FAB):** is an advisory board to the Village Board and an extension of the Climate Smart Committee. Meeting quarterly, the FAB is comprised of municipal leaders and community members that have an interest in and background in trees. This board oversees and advises the Village on the Tree Maintenance plan and works directly with the Department of Public Works (DPW) on decisions regarding tree planting and tree maintenance. FAB is instrumental implementing outreach and educational events, like the annual Village of Lancaster Arbor Day ceremony, to promote community support of tree initiatives. FAB also creates educational and outreach material for the public. FAB will provide expertise for the proposed planting and maintenance initiatives (Goal 1 & 2) and be actively engaged in the education and outreach component (Goal 4) of the project. The FAB will support the connection with the DAC community, with a few members living in the identified areas, and regular communication with residents.

**Village of Lancaster Climate Smart Task Force:** The Climate Smart Task Force is an advisory board to the Village Board and an extension of the Climate Smart Committee. Meeting quarterly, the task force is comprised of municipal leaders and community members that have an interest and background in clean energy and climate smart initiatives. This board has helped the Village define an action plan that has helped the Village earn its Bronze designation in the Climate Smart Communities program. As a NYSERDA clean energy community, the Climate Smart Task force has guided the Village in its planning and has established Lancaster as a leader in clean energy initiatives in this region. Additionally, the Climate Smart Task force provides input and recommendations on construction projects within the community and helps to draft clean energy and climate smart policies for adoption by the Village Board. The Climate Task Force is committed to assist the Village with urban forestry maintenance (Goal 2) efforts as well as the preparation and implementation of community outreach and education objectives (Goal 4).

**Village of Lancaster Beautification Committee:** made up of local volunteers was formed in 2017 to aid in community revitalization efforts. The committee meets

monthly to plan for the year and the upcoming fundraiser or gardening events. The members are responsible for choosing the plantings in the Village gardens and downtown core, coordinating efforts with the Village of Lancaster and DPW, and running the fundraisers. Lancaster Beautification runs community volunteer cleanup events in the spring and the fall to engage the community and provides educational and outreach material to the public.

**Lancaster High School Environmental Club:** is an extracurricular activity that educates and engages young people in the environment. From hands on activities to beautifying the school grounds, to growing tree saplings in the high school green house, the environmental club's goal is to teach high school students about the importance of environmental initiatives. The Environmental Club will assist with the education and outreach phase of the project including helping to design educational and multi-media materials and assisting with volunteer coordination for planting events.

#### **4. Communications Plan:**

The Village is committed to maintaining its entire tree inventory beyond the grant performance period, which is consistent with the Village urban forest policies, procedures, and practices currently in place and administered under local law Chapter 310 governing tree planting and maintenance. Updates to the plan are also communicated throughout the Village departments to ensure consistency.

The Village of Lancaster will work with the USDA on the design (dimensions, font, logo, verbiage) of a project sign to acknowledge the IRA Urban and Community Forestry as the funding source. Logo and acknowledgement may also be included in media (ads, news articles, newsletter) and promotional tools including lawn signs and educational materials. The funding award announcement will be reported at public meetings and committee meetings.

#### **5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):**

Through careful analysis of data from the Village of Lancaster Tree Management Plan, US Dept. of Housing & Urban Development Community Development Block Group Eligible Block Groups, per American Community Survey data 2019 - Low to Moderate Income indicator based on Area Median Income, EPA's Environmental Justice Screening and Mapping Tool and Heat.gov National Integrated Heat Health Information System, it has become evident that four low to moderate income neighborhoods are disproportionately affected by inadequate tree canopy coverage. The goal of our project is to focus resources on the areas of highest need in our community, which were first identified using CDBG Block group maps provided by Erie County. The Village of Lancaster is part of the Erie County Community

Development Block Grant (CDBG) consortium managed by the Erie County Department of Environment and Planning. Census Groups must have a low to moderate income percentage of at least 40% to be eligible for CDBG Funding. Four census blocks were identified (360290144001, 360290144002, 360290143002, 360290143003) based on the LMI data, and then further investigated using environmental risk data which highlighted areas of flood risk, extreme heat risk, and proximity to RMP and hazardous waste sites, and proximity to traffic.

By understanding and addressing environmental hazards and social vulnerabilities, the Village of Lancaster aims to promote equity and resilience across our community, ensuring that all residents can thrive in a healthy and sustainable environment. The Forestry Advisory Board, in representation of the community, ensured our project scope is intricately tied to benefiting disadvantaged communities by prioritizing tree planting and maintenance efforts in these underserved neighborhoods. Through targeted interventions aimed at increasing canopy cover and continuity, we aim to alleviate the disproportionate burden of environmental hazards faced by low to moderate income residents and promote equity and resilience across our entire community. With proximity to RMP and hazardous waste sites like Former Scott Aviation Facility (Area 1) DEC Site # C915233, a former brownfield cleanup site is within the Village of Lancaster boundaries and located on the borders of the project area, we recognize the environmental risks to the residents. Traffic proximity is also a concern, as NY Route 952Q (Walden Avenue) runs through the north end of the village, with high traffic and is a truck route and railroad tracks also passing through the village. The planting of urban trees will help to clean the air and improve overall air quality.

**Disadvantaged Communities Include:**

Census Block Group	Federal Disadvantaged Community Indicator
360290144001	EJScreen2.2: Climate Change Data - Flood Risk 70 <sup>th</sup> National Percentile
	EJScreen2.2: Pollution & Sources - Hazardous Waste Proximity 80 <sup>th</sup> National Percentile
	HUD CBDG Low to Moderate Income Indicator- American Community Survey 2019 -67.78% LMI population
	Heat.gov National Integrated Heat Health Information System - Relative Heat Severity- High
360290144002	EJScreen2.2: Pollution & Sources - Hazardous Waste Proximity 80 <sup>th</sup> National Percentile
	EJScreen2.2: Pollution & Sources -Traffic proximity 79 <sup>th</sup> national Percentile
	HUD CBDG Low to Moderate Income Indicator- American Community Survey 2019 -41.06% LMI population
	Heat.gov National Integrated Heat Health Information System - Relative Heat Severity- High

360290143002	EJScreen2.2: Pollution & Sources - Hazardous Waste Proximity 70 <sup>th</sup> National Percentile HUD CBDG Low to Moderate Income Indicator- American Community Survey 2019 -42.02% LMI population Heat.gov National Integrated Heat Health Information System - Relative Heat Severity- High
360290143003	EJScreen2.2: Pollution & Sources - Hazardous Waste Proximity 70 <sup>th</sup> National Percentile HUD CBDG Low to Moderate Income Indicator- American Community Survey 2019 -42.93% LMI population Heat.gov National Integrated Heat Health Information System - Relative Heat Severity- High

### EPA EJScreen: Pollution & Sources - Hazardous Waste Proximity

**EPA EJScreen** EPA's Environmental Justice Screening and Mapping Tool (Version 2.2) EJScreen Website | Mobile | Glossary | Help

Please note: Territory data (except Puerto Rico) is not available as comparable to the US. It is only comparable to the territory itself by using the 'Compare to State' functionality. Likewise, some of the indicators

**Map Contents**

- Pollution and Sources
  - Hazardous Waste Proximity (National Percentiles)
    - 95 - 100 percentile
    - 90 - 95 percentile
    - 80 - 90 percentile
    - 70 - 80 percentile
    - 60 - 70 percentile
    - 50 - 60 percentile
    - Less than 50 percentile
    - Data not available

# EPA EJScreen: Pollution & Sources - Traffic Proximity

**EPA EJScreen** EPA's Environmental Justice Screening and Mapping Tool (Version 2.2)

[EJScreen Website](#) | [Mobile](#) | [Glossary](#) | [Help](#)

*Please note: Territory data (except Puerto Rico) is not available as comparable to the US. It is only comparable to the territory itself by using the 'Compare to State' functionality. Likewise, some of the indicators*



Compare to US  Compare to State

## Environmental Justice Indexes

### Supplemental Indexes

#### Pollution and Sources

Particulate Matter 2.5

Ozone

Diesel Particulate Matter

Air Toxics Cancer Risk

Air Toxics Respiratory HI

Toxic Releases to Air

**Traffic Proximity**

Lead Paint

Superfund Proximity

RMP Facility Proximity

Hazardous Waste Proximity

Underground Storage Tanks

Wastewater Discharge

#### Socioeconomic Indicators

#### Health Disparities

#### Climate Change Data

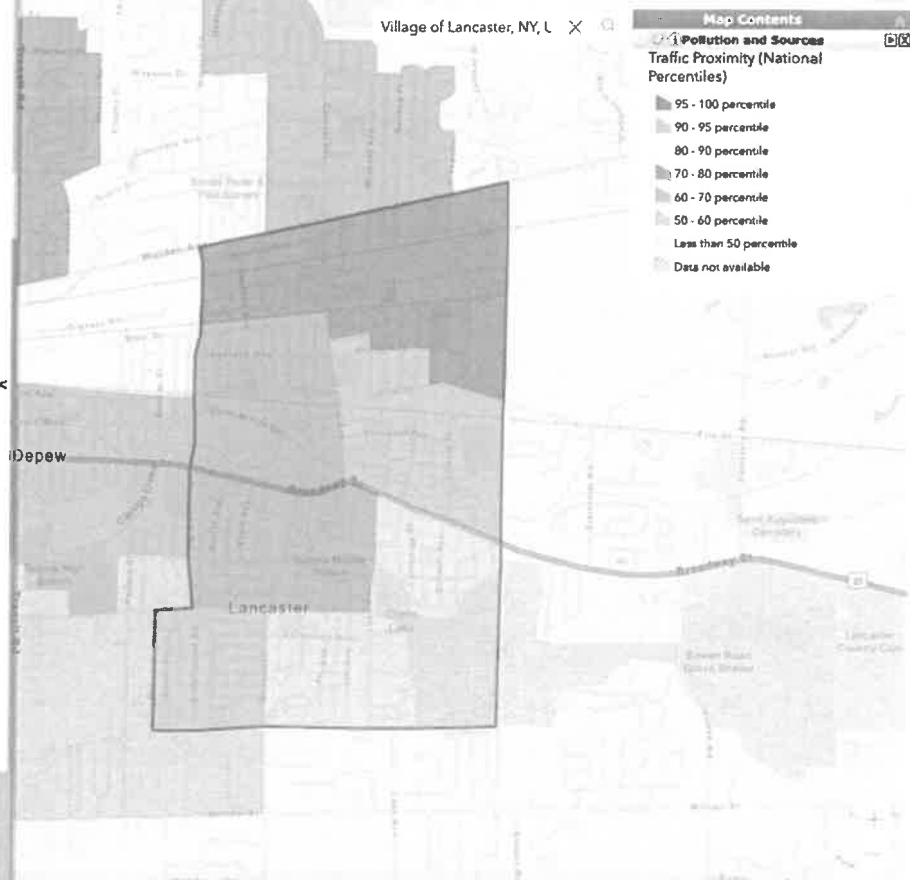
#### Critical Service Gaps

#### Additional Demographics

#### Threshold Map



EnviroMapper



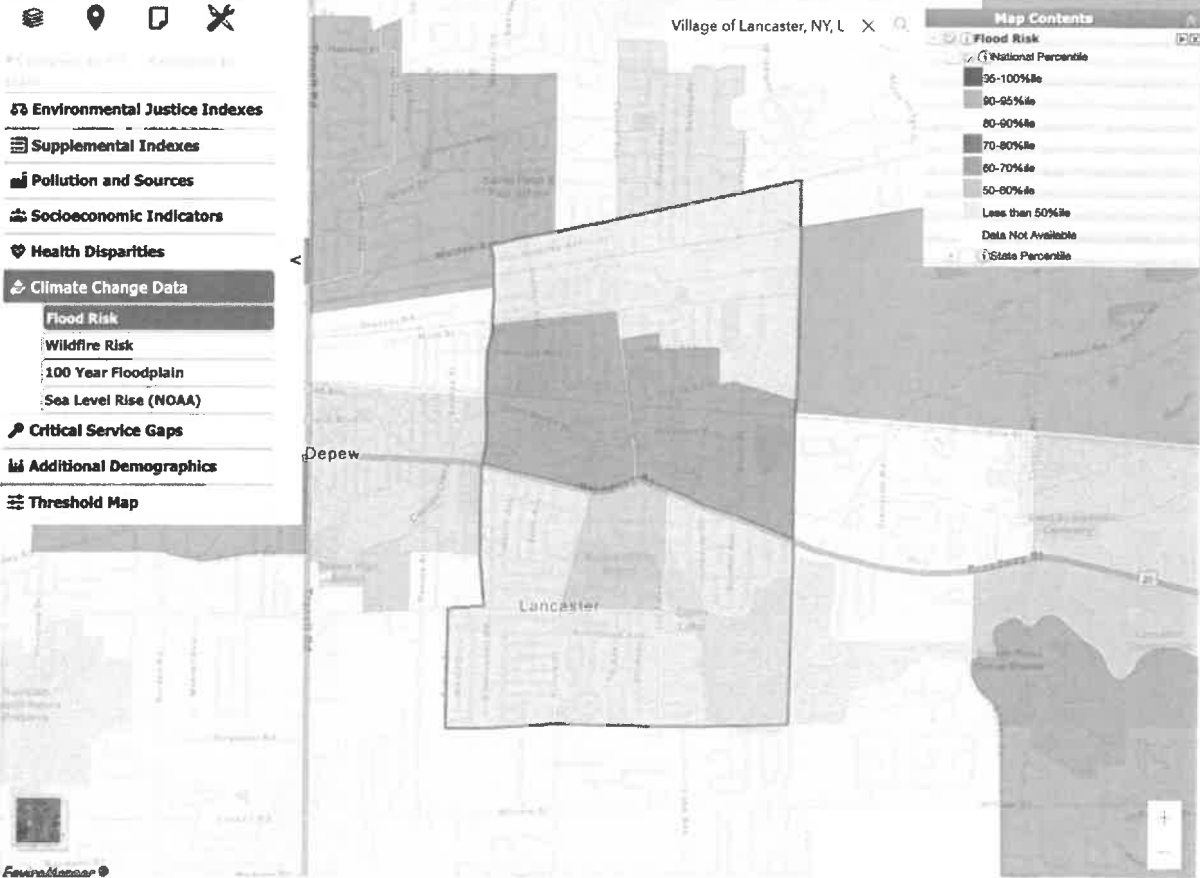


# EPA EJScreen: Climate Change Data - Flood Risk

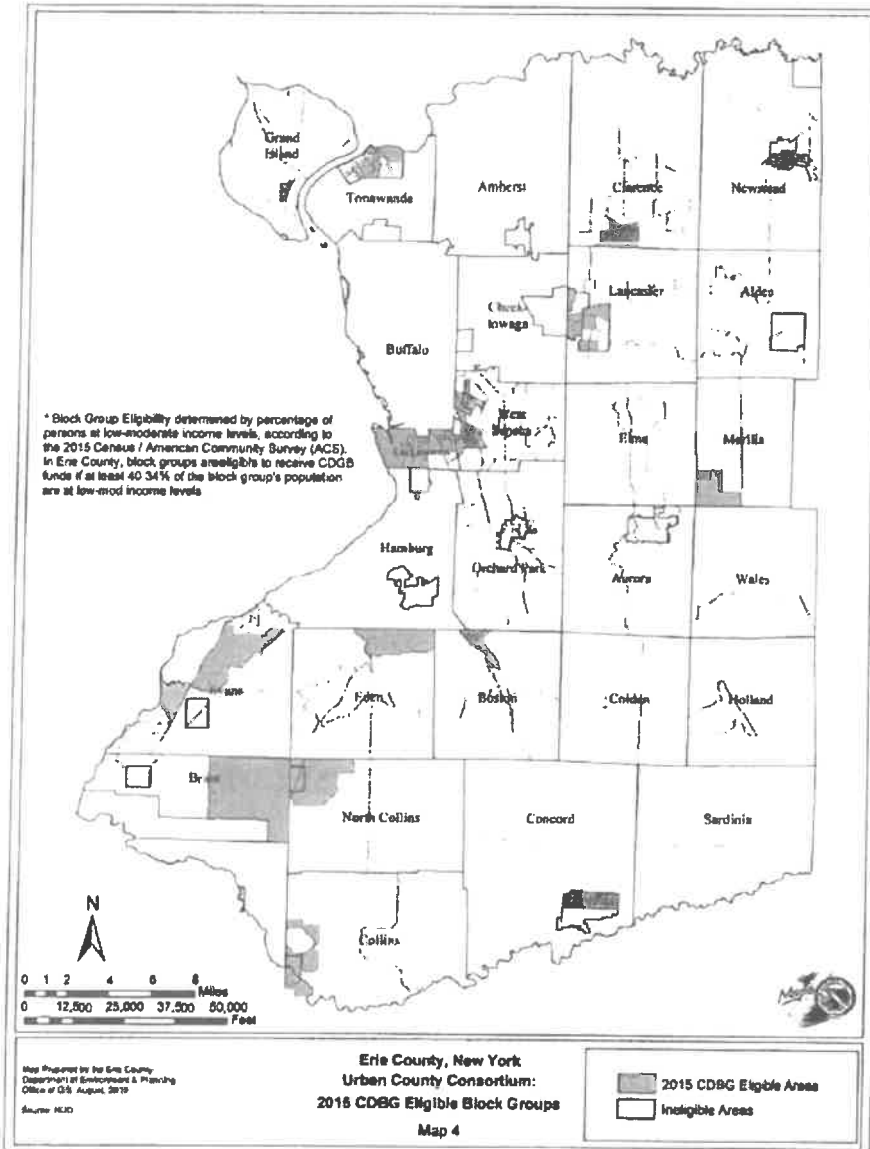
**EPA EJScreen** EPA's Environmental Justice Screening and Mapping Tool (Version 2.2)

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*Please note: Territory data (except Puerto Rico) is not available as comparable to the US. It is only comparable to the territory itself by using the 'Compare to State' functionality. Likewise, some of the indicators*



US Dept. of Housing & Urban Development Community Development Block Group Eligible Block Groups, per American Community Survey data 2019 - Low to Moderate Income indicator based on Area Median Income



Municipality	Tract	BLKGRP	LOWMOD	LOWMODUNIV	LOWMODPCT
Lancaster (village)	14400	1	810	1195	67.80%
Lancaster (village)	14300	3	440	1025	42.90%
Lancaster (village)	14300	2	645	1535	42.00%
Lancaster (village)	14400	4	505	1230	41.10%
Lancaster (village)	14400	3	345	1185	29.10%
Lancaster (village)	14300	5	415	1485	27.90%
Lancaster (village)	14300	4	150	540	27.80%
Lancaster (village)	14400	2	125	520	24.00%
Lancaster (village)	14300	1	235	1550	15.20%
<b>Total</b>			<b>3670</b>	<b>10265</b>	<b>35.75%</b>

\*Complete Data Set in attachment CBDG Packet- Program Year 2024- 2025

### Heat.gov: Relative Heat Risk

**Heat Severity - USA 2021**

Authoritative

TPL GIS Support  
The Trust for Public Land

**Summary**

This image service contains the relative heat severity for every pixel for every city in the contiguous United States. This 30-meter raster was derived from Landsat 8 imagery band 10 (ground-level thermal sensor) from the summers of 2021, patched with data from summer 2020 where necessary.

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**Details**

- Imagery Dataset Image Service
- April 4, 2024 Info Updated
- April 4, 2024 Data Updated
- January 5, 2022 Published Date
- Public Anyone can see this content
- Custom License

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**EXHIBIT 2  
BUDGET**

**Budget Year(s)**

<b>Budget</b>	<b>Amount</b>
Personnel	
Fringe Benefits	
Travel	
Supplies	\$208,831
Contractual	\$46,753
Other	
<b>TOTAL DIRECT EXPENSES</b>	<b>\$255,584</b>
Indirect	
<b>TOTAL EXPENSES</b>	<b>\$255,584</b>

**EXHIBIT 3  
SCHEDULE OF REPORTING REQUIREMENTS**

**PROGRAM PERFORMANCE REPORTS:**

Subrecipient shall provide program performance reports using the templates to be provided by American Forests. This report should describe what was accomplished by this Subgrant as of the date of the Subgrant Report, outlining the activities that were undertaken by Subrecipient, the strategic choices that were made as a result of the Subgrant, and achievement of Subgrant Purposes. The report shall identify the Subrecipient's name, UEI, and reporting period covered by the report. The report narrative must include: (1) a comparison of actual accomplishments to the objectives of the Federal award established for the period; (2) an explanation of any problems, delays or unexpected or adverse conditions that prevented establishment of the objectives or that are likely to impair the ability of the Subrecipient to complete the Project Activities; and (3) an explanation of any changes or events that will enable the Subrecipient to complete the Project Activities at less cost, with less time, or with greater than expected results than planned.

In addition to the foregoing, the final Subgrant Report shall address the completion status of all Project Activities. This report should also include any written products (reports, fact sheets, etc.) resulting from Grant activities.

Under the Grant Agreement, American Forests must submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. To enable American Forests to meet this schedule, Subrecipient shall submit its program performance report by July 10 and January 10, respectively.

Subrecipient's final Subgrant Report shall be submitted no later than 60 days after the expiration date of this award.

Subrecipient further agrees to provide other data and reports as reasonably requested by American Forests in writing.

**FINANCIAL REPORTS:**

Subrecipient shall submit Consolidated Financial Reports in the format detailed in Exhibit 4 (subject to modification by American Forests), on a quarterly basis each year, per the following schedule as relevant to the performance period:

January 31	For expenditures from October 1 through December 31
April 30	For expenditures from January 1, through March 31
July 31	For expenditures from April 1 through June 30
October 31	For expenditures from July 1 through September 30

Subrecipient's final Consolidated Financial Report shall be submitted no later than 60 days after the expiration of this award. American Forests reserves the right to request additional financial information to enable completion of its reporting obligations under the Grant.

**USDA FOREST SERVICE UCF IRA ACCOMPLISHMENT REPORTING SYSTEM:**

Subrecipient shall input data in accordance with the metrics detailed in the UCF IRA Accomplishment Reporting System, which will support ad-hoc real-time report submissions through a mobile-friendly web-based, geospatially-enabled data collection application, or in such other form or method as specified by the Forest Service. The accomplishment data reported should include applicable project and program outcomes and deliverables described in Subrecipient's project narrative. This accomplishment reporting requirement is separate and complementary to the semi-annual performance and financial reports identified above.

**EXHIBIT 4  
FINANCIAL REPORTING FORMAT**

Subrecipient shall provide data to American Forests sufficient to enable American Forests to complete Standard Form SF-425 and Federal Financial Report Attachment, SF-425A. Financial reports shall include the following information at a minimum:

<b>SUBAWARD EXPENSES</b>						
Category	(A) Approved Budget	(B) Previously Reported Expenses	(C) Current Quarter Expenses	(D) Cumulative Project Expenses	(E) Budget Remaining (Col A - Col D)	Notes
Personnel						
Fringe Benefits						
Travel						
Supplies						
Contractual						
Other						
Total Direct Charges						
Indirect Charges						
<b>Total</b>						

**EXHIBIT 5**  
**FEDERAL SUBAWARD TERMS**

- A. **Debarment and Suspension.** Subrecipient is required to comply with 2 C.F.R. Part 180, Subpart C. To the extent Subrecipient is permitted to subaward or subcontract any portion of the work under this Agreement, Subrecipient must verify that each subawardee or subcontractor that is retained by Subrecipient is not excluded or disqualified under the federal System for Award Management, and shall obtain appropriate certifications from each such entity to demonstrate compliance with these requirements and provide such certifications to American Forests upon request. Subrecipient shall require similar certifications from any lower-tiers and provide these to American Forests upon request.
- B. **Telecommunication Equipment and Services.** In accordance with 2 CFR 200.216, Subrecipient is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.
- C. **Domestic Preference for Procurements:** To the greatest extent practicable, Subrecipient shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.
- D. **Contracting.** Subrecipient shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as set forth in 2 CFR Section 200.321.
- E. **Prohibition Against Certain Internal Confidentiality Agreements.** Subrecipient may not require its employees or subcontractors, where applicable, seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.
- F. **Eligible Workers.** Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of completed forms.
- G. **Safety While Driving.** In accordance with E.O. 13513, "Federal Leadership on



Reducing Text Messaging While Driving,” and E.O. 13043, “Increased Seat Belt Use in the United States”, Subrecipient is encouraged to adopt and enforce policies that ban text messaging and using seatbelts while driving vehicles when performing any work on or behalf of the Government.

- H. **Never Contract With The Enemy.** The award terms at 2 CFR 183 are incorporated by reference. Subrecipient is responsible for ensuring that none of the funds provided under this Agreement are provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
  
- I. **Trafficking in Persons.** Federal policy prohibits any private entity or private entity employee from engaging in severe form of trafficking in persons, procure a commercial sex act, or use of forced labor in the performance of an award as addressed in 2 CFR 175.15. Subgrantee must inform the Agency immediately of any information you receive from any source alleging a violation of this policy and include the prohibition in any subaward or contract to a private entity for performance of this award. If Subgrantee is a private entity, the this award may be unilaterally terminated, without penalty, if Subgrantee: (1) Is determined to have violated the trafficking prohibition referenced above; or (2) Has an employee who is determined by the Agency to have violated the prohibition through conduct that is either: (i) Associated with performance under this award; or (ii) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement).”

## EXHIBIT 6

### Reporting Subawards and Executive Compensation

#### *a. Reporting of first-tier subawards.*

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
  - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### *b. Reporting total compensation of recipient executives for non-Federal entities.*

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
  - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  - ii. in the preceding fiscal year, you received
    1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
    2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if

the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. ***Where and when to report.*** You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. ***Reporting of Total Compensation of Subrecipient Executives.***

1. ***Applicability and what to report.***

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received
  1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
  2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. ***Where and when to report.*** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1

and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

*d. Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

*e. Definitions.* For purposes of this award term:

1. *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. *Non-Federal entity* means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization; and,
  - iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. *Subrecipient* means a non-Federal entity or Federal agency that:
  - i. Receives a subaward from you (the recipient) under this award; and

- ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

## EXHIBIT 7

### Whistleblower Notice

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or

A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at [OIGWPC@oig.usda.gov](mailto:OIGWPC@oig.usda.gov).