

**VILLAGE OF LANCASTER  
BOARD MEETING**

**A G E N D A**

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

**NEXT SCHEDULED REGULAR MEETING**

**MONDAY, AUGUST 26, 2024**

VILLAGE OF LANCASTER  
NOTICE OF PUBLIC HEARING  
TO BE HELD MONDAY, AUGUST 12, 2024

PLEASE TAKE NOTICE; That the Village of Lancaster Board of Trustees will conduct a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Monday, August 12, 2024 at 7:15 PM to consider a local law amending Village Code Ch. 325, Vehicles and Traffic. The local law if adopted would amend Ch. 325 to include provisions accommodating police enforcement of parking as restricted by signage on privately owned premises.

The proposed local law provides for the ticketing of vehicles parked in violation of signage of specified dimensions and language upon privately owned premises and, in certain instances, the towing of and the imposition of towing and storage rates as to offending vehicles.

Further, the proposed local law would exempt such signage which is not larger than two feet high by three feet wide from the requirement of a building permit, from signage regulations included within Village Code Chapter 350, Zoning, and, if not mounted upon a building, from the requirement of a Certificate of Appropriateness otherwise required within the Village of Lancaster Historic District by Village Code Chapter 184, Historic Districts and Landmarks.

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

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

Michael E. Stegmeier  
Village Clerk

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

A Local Law to accommodate enforcement of parking as restricted by signage on privately owned premises.

Whereas, for the benefit of merchants and others doing business within the Village of Lancaster, the Village Board of the Village of Lancaster desires to enact legislation accommodating the enforcement of parking as restricted by signage on privately owned premises;

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

1) Section 325-20.1 shall be added to Village Code Ch. 325, Vehicles and Traffic, which shall state as follows:

§325-20.1 Parking as restricted by signage on privately owned premises.

A. No person shall park, stand, or leave a motor vehicle upon any privately owned premises without the consent and permission of the owner or lessee of such premises.

B. When an owner of premises desires to limit parking to specified persons and/or under specified conditions, the owner of the premises may place signage informing the public as to the persons for whom and/or conditions under which parking is permitted. Such signage shall be at least two feet high by three wide. Language as hereafter set forth and as further required by section D shall be posted:

PARKING RESTRICTED (to be posted in at least 2.5 inch lettering)

EXCEPT FOR ONLY (list persons and/or conditions permitted, to be posted in at least 1.5 inch lettering)

ALL OTHERS KEEP OUT (to be posted in at least 1.5 inch lettering)

UNDER PENALTY OF LAW- LANCASTER VILLAGE CODE  
§325-20.1 (to be posted in at least 1 inch lettering)

POLICE ENFORCED (to be posted in at least 1 inch lettering)

C. When an owner of premises desires to prohibit completely parking thereon, the owner of the premises may place signage so informing the public. Such signage shall be at least 18 inches high by two feet wide. Language as hereafter set forth and as further required by section D shall be posted:

NO PARKING (to be posted in at least 2.5 inch lettering)

UNDER PENALTY OF LAW- LANCASTER VILLAGE CODE  
§ 325-20.1 (to be posted in at least 1 inch lettering)

POLICE ENFORCED (to be posted in at least 1 inch lettering)

D. The signage set forth at sections B and C shall be conspicuous, clearly discernable, securely fastened, and well maintained. All wording shall be in capital letters. Typeface shall be in Highway Gothic with white lettering upon a brown background.

E. (1) Subject to subparagraph 2, if the provisions of either section B or C and section D can be and are satisfied with a single sign, not larger than two feet high by three feet wide, no building permit pursuant to Chapter 104, Building Construction, or Certificate of Appropriateness pursuant to Chapter 184, Historic Districts and Landmarks, shall be required. Further, in such an instance signage regulations included within Chapter 350, Zoning, shall not apply.

(2) A Certificate of Appropriateness pursuant to Chapter 184, Historic Districts and Landmarks, shall be required of any sign to be mounted upon a building within the Village of Lancaster Historic District.

F. Persons violating the conditions set forth on signage compliant with either section B or C and section D shall be deemed to be using said premises unlawfully without the consent of the owner or lessee.

G. The words "POLICE ENFORCEMENT" and " UNDER PENALTY OF LAW" on such signage shall be construed as authorization given by the owner or lessee of such premises to the Town of Lancaster Police and the Village of Lancaster Code Enforcement Officer to enter upon the premises to enforce the provisions of this section.

H. This section may be enforced by the Town of Lancaster Police and the Village of Lancaster Code Enforcement Officer pursuant to §325-48.C. of Article VIII and the provisions of Article X of the Lancaster Village Code. Further, where the presence of one or more unauthorized vehicles upon a premises signed pursuant to either section B or C and section D precludes parking by an authorized vehicle, the Town of Lancaster Police may arrange to have each such unauthorized vehicle removed by an authorized towing contractor as designated by the Town of Lancaster Chief of Police. The owner or person in charge of a removed unauthorized vehicle may redeem the same upon payment to the authorized towing contractor of those towing and storage rates authorized by the Town of Lancaster Chief of Police.

I. Proof of ownership of a vehicle shall be presumptive evidence in the enforcement of this section that the owner parked or caused his or her vehicle to be parked on such premises.

J. Upon the demand of the Town of Lancaster Police or the Village of Lancaster Code Enforcement Officer, any owner or lessee requesting enforcement of this section shall furnish a signed, written statement that a specified vehicle was unlawfully parked, or left upon his or her premises at a specified time without consent of the owner or lessee. Further, such owner or lessee shall be available to testify to such facts in court. Failure of an owner or lessee to comply with these provisions shall be sufficient cause for the Chief of Police or Village of Lancaster Code Enforcement Officer to direct cessation of the enforcement of this section as to the subject premises and all other premises of such owner or lessee.

K. This section shall not be read to affect the application or enforcement of any other state or local law regulating the standing or parking of a vehicle.

2) 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, July 22, 2024, at 7:00 P.M.

Trustee Mikoley led the pledge to the flag.

<b>MEETINGS TO DATE</b>	<b>10</b>
<b>NO. OF REGULARS</b>	<b>8</b>
<b>NO. OF SPECIALS</b>	<b>2</b>

Attendance:		<u>Attended / Absent</u>
<b>Lynne T. Ruda</b>	<b>Mayor</b>	10 / 0
<b>Cynthia A. Maciejewski</b>	<b>Trustee/ Deputy Mayor</b>	9 / 1
<b>Tammie E. Malone Schaefer</b>	<b>Trustee</b>	10 / 0
<b>John Mikoley</b>	<b>Trustee</b>	10 / 0
<b>William C. Schroeder</b>	<b>Trustee</b>	8 / 0

Also Present:	
<b>Arthur A. Herdzik</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>Scott Kuhlmeier</b>	<b>Fire Chief – Assistant 9-1</b>
<b>Emma Eckert</b>	<b>Historic Preservation Commission Member</b>
<b>Gavin O’Brien</b>	<b>175<sup>th</sup> Anniversary Committee Chairperson</b>
<b>Nolin Jackson</b>	<b>Special Events Coordinator</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>

**WORK SESSION @ 6:00 P.M.**

Motion by **Mayor Ruda** and seconded by **Trustee Maciejewski** to enter into a confidential session for advisement by legal counsel with Attorney Herdzik at 6:12 p.m.

Adopted Resolution: **196**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Mayor Ruda** and seconded by **Trustee Malone Schaefer** to close the confidential session and reconvene the work session at 6:28 p.m. There were no votes or action taken during the confidential session that would require entry into the minutes.

Adopted Resolution: **197**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**REGULAR MEETING @ 7:00 P.M.**

**ACCEPTANCE OF MINUTES**

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

Adopted Resolution: **198**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**ABSTRACT OF AUDITED VOUCHERS**

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** that the Treasurer be authorized to pay, from the vouchers, all the claims against the GENERAL, SEWER, TRUST, CAPITAL, EQUIPMENT RESERVE, COMMUNITY DEVELOPMENT and SPECIAL REPAIR RESERVE FUNDS for the period from 7/9/2024 to 7/22/2024.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 76 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND</b> -----in the amount of	\$	441,568.47
<b>SEWER FUND</b> -----in the amount of	\$	11,553.14
<b>TRUST FUND</b> -----in the amount of	\$	446.74
<b>CAPITAL FUND</b> -----in the amount of	\$	76,148.63
<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	\$	--
For the period from	<u>6/25/2024</u>	To <u>7/8/2024</u>

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

General Fund checks # 91829 through # 91889  
Sewer Fund checks # 12119 through # 12125  
Trust Fund check # 2581  
Capital Fund check # 1945

Adopted Resolution: **199** 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 June 30, 2024 – July 14, 2024.

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

Adopted Resolution: **200** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 2) Correspondence from Lancaster Depew Elma Chamber of Commerce providing a Special Events Application for its 10<sup>th</sup> Annual Village Wine Walk to be held on Saturday, September 14, 2024, in the Village Central Business District.

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

Adopted Resolution: **201** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder



- 3) Correspondence from Mike Reinhold, Planning Commission Chairperson, recommending that the Village Board declare Lead Agency to initiate the SEQR review process for the Bow Tie Park project that was submitted for site plan review at the April Planning Commission meeting with the coordinated review to involve the Town of Lancaster, NYSDEC, NYSDOT, ECDEP, and ECWA.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to approve and declare the Village of Lancaster as Lead Agency for SEQR review for this project and refer the matter to Wm Schutt & Associates to assist with the coordinated review process.

Adopted Resolution:      **202**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, and Schroeder

Abstained: Trustee Mikoley

Trustee Mikoley abstained due to a conflict of interest related to this matter.

**RESOLUTIONS:**

Motion by **Trustee Mikoley** and seconded by **Trustee Malone Schaefer** to accept the following resignation from the rolls of the Lancaster Fire Department as accepted at the Department meeting on July 9, 2024:

- Michael Korzelius from the Protective Hose Company.

Adopted Resolution:      **203**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**AUDIENCE PARTICIPATION:**

**Cameron Laderer – 48 Sixth Avenue:**

He commented regarding parcels being sold by Erie County through a cash auction process. He questioned whether Erie County may have the option to deny bids to private parties for any consideration. He is working on behalf of neighbors who have discussed ongoing use of the property. He suggested an exclusion related to out-of-state bidders and developers who may bid up the price to keep local owners from purchasing the parcels. He is requesting the Village to communicate on their behalf to Erie County regarding this matter.

**COMMITTEE REPORTS & FOLLOW UPS:**

➤ **FINANCE & CLAIMS – Trustee Schroeder**

He provided an update on the transition to a new LOSAP administrator. We are working to get information sent over to Hometown to take over management of the plan effective September 1<sup>st</sup>.

He will have the RFP for engineering services ready for the next meeting.

➤ **PUBLIC WORKS – Trustee Mikoley**

He commented regarding a large tree that fell down across the street on Park Boulevard during a recent storm. He noted the efforts of the DPW employees to address the situation in a safe and prompt manner to re-open the street quickly.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

She provided an update following the July 17<sup>th</sup> Safety Committee meeting. Todd Higley from Wright Risk Management will be performing a study of injuries occurring among DPW employees, and it was noted that DPW is scheduling individuals according to their abilities. Amy Stypa was also in attendance to provide a report on a Re-Leaf program that she attended.

She reported that Catco is willing to fill in the low areas on Aurora Street but then wants to close out the project since vehicles will continue to run over the same areas. The grass may not take until the fall, and we want the project to stay open until then to address any issues. We need to find a solution to maintain the project area while waiting for the grass to be established. The Village will work with CPL to coordinate this process with the contractor.

There is a need for new AED systems for the chief vehicles and Rescue 7 due to a shift in emergency response services. A quote was provided by CardiacLife in the amount of \$8,268.30 for the purchase of five (5) AED systems for this emergency purpose.

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to authorize the purchase of five (5) AED Systems from CardiacLife in the amount of \$8,268.30 for use in each fire chief vehicle and Rescue 7 due to an unexpected shift in emergency response services which may impact the life, health, and safety of Village residents and therefore requires this equipment to be purchased immediately on an emergency basis.

Adopted Resolution:       **204**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to allocate funding for an amount not to exceed \$5,000.00 for expenses related to unexpected emergency response services for the Lancaster Fire Department.

Adopted Resolution:       **205**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

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

Motion by **Trustee Malone Schaefer** and seconded by **Trustee Mikoley** to schedule a public hearing in Council Chambers on Monday, August 12, 2024 at 7:15 p.m. to consider a proposed local law related to parking enforcement on private property.

Adopted Resolution:       **206**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **HUMAN RESOURCES** – Trustee Maciejewski

She provided an update regarding the challenge of hiring a full-time employee for the Clerk-Treasurer's Office. We had previously posted the position with a Village residency requirement, and that has been a factor that has kept potentially qualified candidates from considering acceptance of the position. These concerns include the current housing market which makes it difficult to relocate due to financial reasons and lack of housing options. Another concern is making such a significant move with the civil service exam requirements where the position does not become permanent until the exam results are final. There is a need to re-post the position with a residency waiver with a revised title of Deputy Clerk / Treasurer which is exempt from civil service exam requirements. The wage rate will be increased to \$22.00 per

hour, which may also attract more qualified candidates. Clerk-Treasurer Stegmeier has received interest from Colleen (Kelly) Poules, a former Deputy Clerk at the Village of Williamsville, and it is recommended to hire her as a temporary seasonal office clerk to assist the office until the hiring process is complete for the full-time position.

Motion by **Trustee Maciejewski** and seconded by **Trustee Mikoley** to appoint Colleen K. Poules, 23 Garnet Drive, Cheektowaga, NY as a temporary seasonal employee (Clerk-PT) for the Clerk-Treasurer's office with a start date on August 5, 2024, at a rate of \$22.00 / hour with a residency waiver for this position.

Adopted Resolution:       **207**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Maciejewski** and seconded by **Trustee Malone Schaefer** to post for the position of Deputy Clerk / Treasurer with a residency waiver for this position and a wage rate of \$22.00 / hour.

Adopted Resolution:       **208**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

She reported that the Garden Walk was a success. A huge thank you to Peggy Reixinger and Julie Curtis for their work on this event.

The Fall Fest is upcoming in September. She noted that Erie County has changed their fall event to the last weekend in September which required the Village to change its event to the prior weekend to avoid a conflict between the 2 events.

She viewed the condition of the AM&A's decorations that are in storage and noted that there is some work that is needed before any action can be taken regarding these items.

➤ **ECONOMIC DEVELOPMENT** – Mayor Ruda

Gavin O'Brien provided a report for the 175<sup>th</sup> Anniversary Committee – See "Department Head Reports".

➤ **SEWER** – Trustee Mikoley

Shawn Marshall from Watts Architects & Engineers attended the work session to provide an update on their ongoing projects. It was noted that postcards and the property list were finalized for mailing to about 520 homes. These homeowners will be asked to call and make an appointment, and no interior access to the home is required. The postcards will be printed all at once, but they will be mailed out in smaller groups to assist with the workload.

Mr. Marshall also reviewed the progress report that was submitted and included in the board packets. Watts needs approval to submit the required annual Consent Order letter to the DEC which is due on 7/31. The letter was sent previously to the Village Board for review, and it was agreed that there is approval to submit.

The next meeting with NYSDEC is scheduled for Wednesday, August 14<sup>th</sup> at 1:30 p.m. at the Lancaster Municipal Building.

➤ **GRANTS** – Mayor Ruda

Firefighter’s Park Renovation

The new monument is being ordered. She has had many meetings with CPL and Pinto Construction to review the project.

Thank you to everyone who attended the ribbon cutting ceremony. A great job by the Lancaster Fire Department with organizing the event.

USDA Forest Service Tree Planting (Federal) Grant

The Forestry Advisory Board will be meeting this Thursday to review the scope and timeline of the project.

Municipal Planning Grant – Comprehensive Plan Updates

The community survey is open, and she encourages everyone to participate in this process.

TAP – Central Ave Streetscape Broadway to Walden

The next step for this project will be working through the consultant engineer selection process.

Plum Bottom Creek Culvert – PHASE 2 (BridgeNY)

This grant application was not approved for funding. The official letter will be included as correspondence for the next board meeting.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda

There will be a Forestry Advisory Board meeting at 3pm on Thursday.

**DEPARTMENT HEAD REPORTS & FOLLOW UPS:**

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

Sewer bills were mailed out with the newsletters. The due date is Monday, August 12<sup>th</sup>.

He thanked the Board for approving the posting for the Deputy position with a residency waiver and the appointment of a temporary seasonal employee to assist in the office.

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

He commented on the work of the crews removing the fallen tree on Park Boulevard. They also repaired the sidewalks and an apron that were damaged by the tree.

The bucket truck repair is expected to be completed by the first week of August.

Photo IDs have been completed for employees who will be performing the property inspections.

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

He commented regarding the current version of the Special Events Application form and recommended revisions to identify mobile food vendors and assure that all mobile food vendors obtain permits.

➤ **FIRE CHIEF** – Scott Kuhlmeier (Assistant 9-1)

He reported 31 calls this month and 247 calls year-to-date. This is an increase of 60 calls from last year.

The Lancaster Fire Department recently celebrated 150 years of service.

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

No report.

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

The tree dedication website page is now live for residents.

Kara Stock presented her Library history presentation again last week as part of the Speaker Series.

The next committee meeting is scheduled for July 30<sup>th</sup>.

Explore Buffalo will be providing walking tours of the Village of Lancaster next month.

The Renaissance Faire presented by the merchants' association is taking place on August 3<sup>rd</sup>.

➤ **SPECIAL EVENTS** – Nolin Jackson

He thanked the DPW for their assistance with events throughout the year.

The Garden Walk and 4<sup>th</sup> of July events were completed this past month.

He is going to work with code enforcement to discuss the future of the 4<sup>th</sup> of July event based on feedback from this year's event.

Fall Fest is being planned for September.

Mayor Ruda stated that there needs to be a debrief meeting for the 4<sup>th</sup> of July along with merchants and emergency services to discuss future events.

Trustee Mikoley noted that there are over 60 bands signed up for PorchFest in August.

➤ **HISTORIC PRESERVATION COMMISSION** – Emma Eckert

No report.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione

No report.

**MISCELLANEOUS:**

-None-

**ADJOURNMENT:**

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** to adjourn the meeting at 7:22 p.m.

Adopted Resolution: **209**

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

Respectfully submitted,

Michael E. Stegmeier  
Clerk – Treasurer

**ABSTRACT**

**August 12, 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

July 23, 2024 to August 12, 2024

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

GENERAL FUND -----in the amount of	\$ 347,893.26
SEWER FUND -----in the amount of	\$ 12,273.41
TRUST FUND -----in the amount of	\$
CAPITAL FUND -----in the amount of	\$ 98,297.82
EQUIPMENT RESERVE -----in the amount of	\$
COMMUNITY DEVELOPMENT -----in the amount of	\$
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$

**TOTAL 458,464.49**

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

**MAYOR’S CERTIFICATION:**

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

Total Claims.....	<u>83</u>
General Fund Ck#.....	<u>91890-91952</u>
Sewer Fund Ck#.....	<u>12127-12135</u>
Trust Fund Ck#.....	
Capital Fund Ck#.....	<u>1946-1947</u>
Community Development Fund Ck#	

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Mayor Lynne T. Ruda

# Abstract Summary of Funds

Board Meeting Date: August 12, 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)	\$ 10,618.44	\$ 1,220.25		\$ 98,297.82
2024-2025 Budget	\$ 241,136.36	\$ 4,693.64		
FICA Voucher 7/19/2024	\$ 6,415.20	\$ 451.93		
Payroll Voucher 7/19/24	\$ 82,938.26	\$ 5,907.59		
VFIS	\$ 6,785.00			
<b>TOTALS</b>	<b>\$ 347,893.26</b>	<b>\$ 12,273.41</b>	<b>\$ -</b>	<b>\$ 98,297.82</b>

**TOTAL ALL FUNDS** \$ 458,464.49



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	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
24-01692	05/31/24	CSENG005 C & S ENGINEERS, INC			3,200.00	H -0522-400-114		E EXPENSES - PLUMBOTTOM CULVERT REPAIRS	R	05/31/24	05/31/24	1124099	
		I SVCS 5/4/24-5/31/24											
24-01693	05/31/24	ECIDA005 ECIDA			1,917.50	A -1010-435-400		E BOARD OF TRUSTEES - GRANT WRITER	R	05/31/24	05/31/24	1215	
		I GRANT SUPPORT SVCS JAN-MAY											
24-01694	05/31/24	KSCON005 K & S CONTRACTORS SUPPLY INC.			840.00	A -8540-414-000		E DRAINAGE-MATERIALS & PIPE	R	05/31/24	05/31/24	24-5221	
		1 SEWER MAINT/REPLACE VENT COVER			200.00	G -8120-434-000		E SANITARY SEWERS-REPAIRS/MATERIALS DPW	R	05/31/24	05/31/24	24-6368	
		2 VENT COVER			1,040.00								
24-01695	05/31/24	NYSDE010 NYS DEPARTMENT OF LABOR			1,417.20	A -9050-800-000		E EMPLOYEE BENEFITS-UNEMPLOYMENT INSURANCE	R	05/31/24	05/31/24	2ND QTR 2024	
		1 UNEMPLOYMENT CHGS 4/24-6/24											
24-01696	05/31/24	NOCO005 NOCO ENERGY CORP- FUELS			166.15	A -5110-416-000		E STREETS MAINT-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2798506	
		1 UNLEADED FUEL AS REQUIRED			166.14	A -7110-416-000		E PARKS-GAS & OIL	R	05/31/24	05/31/24	SPL2798506	
		2 UNLEADED FUEL AS REQUIRED			166.14	A -8160-416-000		E REFUSE & GARBAGE-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2798506	
		3 UNLEADED FUEL AS REQUIRED			166.14	A -8170-416-000		E STREET CLEANING-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2798506	
		4 UNLEADED FUEL AS REQUIRED			166.14	A -8560-416-000		E SHADE TREES-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2798506	
		5 UNLEADED FUEL AS REQUIRED			166.15	G -8120-416-000		E SANITARY SEWERS-FUEL & LUBE	R	05/31/24	05/31/24	SPL2798506	
		6 UNLEADED FUEL AS REQUIRED			996.86								
24-01697	05/31/24	NOCO005 NOCO ENERGY CORP- FUELS			97.99	A -3411-416-000		E FIRE DEPT-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2823147	
		1 UNLEADED FUEL AS REQUIRED			410.63	A -5110-416-000		E STREETS MAINT-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2823147	
		2 UNLEADED FUEL AS REQUIRED			112.85	A -8160-416-000		E REFUSE & GARBAGE-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2823147	
		3 UNLEADED FUEL AS REQUIRED			109.98	A -8560-416-000		E SHADE TREES-GASOLINE & OIL	R	05/31/24	05/31/24	SPL2823147	
		4 UNLEADED FUEL AS REQUIRED			107.69	A -7110-416-000		E PARKS-GAS & OIL	R	05/31/24	05/31/24	SPL2823147	
		5 UNLEADED FUEL AS REQUIRED			210.10	G -8120-416-000		E SANITARY SEWERS-FUEL & LUBE	R	05/31/24	05/31/24	SPL2823147	
		6 UNLEADED FUEL AS REQUIRED			1,049.24								

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24-01698	05/31/24	NOCOE005	NOCO ENERGY CORP- FUELS								
1			DIESEL FUEL AS REQUIRED	91.23	A -3411-416-000	E FIRE DEPT-GASOLINE & OIL		R	05/31/24	05/31/24	SP12816536
2			DIESEL FUEL AS REQUIRED	256.36	A -5110-416-000	E STREETS MAINT-GASOLINE & OIL		R	05/31/24	05/31/24	SP12816536
3			DIESEL FUEL AS REQUIRED	173.86	A -8160-416-000	E REFUSE & GARBAGE-GASOLINE & OIL		R	05/31/24	05/31/24	SP12816536
4			DIESEL FUEL AS REQUIRED	160.25	A -8170-416-000	E STREET CLEANING-GASOLINE & OIL		R	05/31/24	05/31/24	SP12816536
5			DIESEL FUEL AS REQUIRED	136.59	A -8560-416-000	E SHADE TREES-GASOLINE & OIL		R	05/31/24	05/31/24	SP12816536
6			DIESEL FUEL AS REQUIRED	107.17	A -7110-416-000	E PARKS-GAS & OIL		R	05/31/24	05/31/24	SP12816536
7			DIESEL FUEL AS REQUIRED	114.21	G -8120-416-000	E SANITARY SEMERS-FUEL & LUBE		R	05/31/24	05/31/24	SP12816536
				1,039.67							
24-01699	05/31/24	PINTO005	PINTO CONSTRUCTION SVCS, INC.								
1			PROFESSIONAL SVCS THRU 5/31/24	95,097.82	H -0522-400-111	E EXPENSES - LFD PARK & CASCADE SYSTEM		R	05/31/24	05/31/24	APP. NO. 9
24-01700	05/31/24	TESH005	THE SHERWIN-WILLIAMS CO.								
1			PAINT FOR LMB REMODEL	139.85	A -1620-450-000	E SHARED SERVICES - BUILDING & GRDS MAINT		R	05/31/24	05/31/24	OE0208480Q70433
24-01701	05/31/24	BRENN005	BRENNTAG LUBRICANTS, LLC								
1			RESTOCK ON BULK OIL	529.80	A -5110-416-000	E STREETS MAINT-GASOLINE & OIL		R	05/31/24	05/31/24	BLN24-576743
2			RESTOCK ON BULK OIL	529.79	A -5132-416-000	E SNOW REMOVAL-GASOLINE & OIL		R	05/31/24	05/31/24	BLN24-576743
3			RESTOCK ON BULK OIL	529.80	A -7110-416-000	E PARKS-GAS & OIL		R	05/31/24	05/31/24	BLN24-576743
4			RESTOCK ON BULK OIL	529.80	A -8160-416-000	E REFUSE & GARBAGE-GASOLINE & OIL		R	05/31/24	05/31/24	BLN24-576743
5			RESTOCK ON BULK OIL	529.80	A -8170-416-000	E STREET CLEANING-GASOLINE & OIL		R	05/31/24	05/31/24	BLN24-576743
6			RESTOCK ON BULK OIL	529.79	A -8540-416-000	E DRAINAGE-GASOLINE & OIL		R	05/31/24	05/31/24	BLN24-576743
7			RESTOCK ON BULK OIL	529.80	A -8560-416-000	E SHADE TREES-GASOLINE & OIL		R	05/31/24	05/31/24	BLN24-576743
8			RESTOCK ON BULK OIL	529.79	G -8120-416-000	E SANITARY SEMERS-FUEL & LUBE		R	05/31/24	05/31/24	BLN24-576743
				4,238.37							
Total Purchase Orders:			10	Total P.O. Line Items:	34	Total List Amount:	110,136.51	Total Void Amount:	0.00		

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	4-A	10,618.44	0.00	0.00	10,618.44
	4-G	1,220.25	0.00	0.00	1,220.25
	4-H	98,297.82	0.00	0.00	98,297.82
Total of All Funds:		<u>110,136.51</u>	<u>0.00</u>	<u>0.00</u>	<u>110,136.51</u>

Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
	A	10,618.44	0.00	0.00	10,618.44
	G	1,220.25	0.00	0.00	1,220.25
	H	98,297.82	0.00	0.00	98,297.82
Total of All Funds:		<u>110,136.51</u>	<u>0.00</u>	<u>0.00</u>	<u>110,136.51</u>

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25-00123	07/18/24	NEWS005	1ST RESPONDER NEWSPAPER		85.00	A -3411-432-000		E FIRE DEPT-DUES & SUBSCRIPTIONS	R	07/18/24	07/18/24	07/18/24	547176
			1 ANNUAL SUBSCRIPTION										
25-00124	06/06/24	ADOLF005	CARL ADOLF		210.00	A -8010-434-000		E ZONING- PROF SERVICES ZBA MEMBERS	R	06/06/24	06/06/24	06/06/24	6/6/2024
			1 ZBA - 7 LOCATIONS										
25-00125	07/10/24	ALLEI005	JAMES ALLEIN		50.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	07/10/24	07/10/24	07/10/24	6/6/2024
			1 HPC PLANNING COMMISSION LIASON										
25-00126	07/18/24	AMAZO010	AMAZON CAPITAL SERVICES		114.98	A -3411-260-350		E FIRE DEPT-BATTERIES	R	07/18/24	07/18/24	07/18/24	130C-WW4K-RVK6
			1 SCBA BATTERIES 2X PER YEAR										
25-00127	07/19/24	BEEGR005	BEE GROUP PUBLICATIONS INC		274.26	A -8010-430-000		E ZONING-PRINTING & ADVERTISING	R	07/19/24	07/19/24	07/19/24	VARIOUS
			1 PH FIRE APPARATUS		92.95	A -1325-430-000		E FINANCE TREASURER - PRINTING & ADVERTISE	R	07/19/24	07/19/24	07/19/24	67366C99-0012
			2 ZBA NOTICES		367.21								
25-00128	07/17/24	BEYON005	BEYOND PRINT SOLUTIONS, LLC		290.00	A -3411-440-000		E FIRE DEPT-RECRUITMENT/RETENTION PROGRAM	R	07/17/24	07/17/24	07/17/24	INV-0024086
			1 LFD BANNER										
25-00129	06/06/24	BLAKE005	DAVID BLAKELEY		210.00	A -8010-434-000		E ZONING- PROF SERVICES ZBA MEMBERS	R	06/06/24	06/06/24	06/06/24	6/6/2024
			1 ZBA - 7 LOCATIONS										
25-00130	07/19/24	CJKRA005	C J KRANTZ TOPSOIL INC.		312.00	A -8560-475-000		E SHADE TREES-UNCLASSIFIED	R	07/19/24	07/19/24	07/19/24	14002
			1 TOPSOIL FOR STUMPS										
25-00131	07/17/24	CJKRA005	C J KRANTZ TOPSOIL INC.		234.00	A -5110-475-000		E STREETS MAINT-UNCLASSIFIED-PEST CONTROL	R	07/17/24	07/17/24	07/17/24	11974
			1 TOPSOIL R/T SNOW FLOW DAMAGE										
25-00132	07/10/24	CAMPB010	SHERRY CAMPBELL		90.00	A -7520-434-000		E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	07/10/24	07/10/24	07/10/24	7/10/2024
			1 HPC - MEMBER										

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25-00142	07/19/24	DIVAL005 DIVAL SAFETY EQUIP. INC.	2 SQUINCHER SQUEEZE/ALCOHOL WIPE	161.49	A -5010-442-000	E STREETS ADMINISTRATION-SAFETY & TRAINING R		07/19/24	07/19/24		3523395
				180.79							
25-00143	07/18/24	DIVAL005 DIVAL SAFETY EQUIP. INC.	1 YELLOW HELMET,HIVIZ JACKETS	345.00	A -3411-260-200	E FIRE DEPT-HELMETS/SUPPLIES R		07/18/24	07/18/24		3516168
			2 YELLOW HELMET,HIVIZ JACKETS	750.00	A -3411-260-300	E FIRE DEPT-FIRE COATS/SUPPLIES R		07/18/24	07/18/24		3516168
				1,095.00							
25-00144	07/10/24	ECKER005 EMMA ECKERT	1 MEMBER + SECRETARY DUTIES	265.00	A -7520-434-000	E HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS R		07/10/24	07/10/24		7/10/2024
25-00145	07/09/24	EMTLI005 MARTHA A. EMILIANI	1 COURT STENO SVCS	125.00	A -1110-435-000	E VILLAGE JUSTICE - CONTRACTUAL SERVICES R		07/09/24	07/09/24		7/9/2024
25-00146	07/19/24	FERRY005 FERRY INC	1 NEW FILLER HOSE FOR TRUCK 2	239.59	A -7110-453-000	E PARKS-REPAIRS TO EQUIPMENT R		07/19/24	07/19/24		54120
25-00147	07/19/24	FINGE005 FINGER LAKES / CASTLE	1 EZ BEAD BLK, BRAKE CLEANER ETC	95.54	A -5110-452-000	E STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP R		07/19/24	07/19/24		902878
			2 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	A -5132-452-000	E SNOW REMOVAL-REPAIRS/MAINT: TRUCKS/EQUIP R		07/19/24	07/19/24		902878
			3 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	A -7110-453-000	E PARKS-REPAIRS TO EQUIPMENT R		07/19/24	07/19/24		902878
			4 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	A -8160-453-000	E REFUSE & GARBAGE-EQUIPMENT REPAIR/MAINT R		07/19/24	07/19/24		902878
			5 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	A -8170-452-000	E ST CLEANING-REPAIR/MAINT TRUCKS/EQUIP R		07/19/24	07/19/24		902878
			6 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	A -8540-453-000	E DRAINAGE-EQUIPMENT REPAIR R		07/19/24	07/19/24		902878
			7 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	A -8560-452-000	E SHADE TREES-TRUCK REPAIR & MAINTENANCE R		07/19/24	07/19/24		902878
			8 EZ BEAD BLK, BRAKE CLEANER ETC	95.53	G -8120-453-000	E SANITARY SEWERS-REPAIRS & MAINT TO EQUIP R		07/19/24	07/19/24		902878
				764.25							
25-00148	07/18/24	GRAND005 GRAND JUDE INC	1 REPAIRED BACKFLO DEVICE NEFH	529.00	A -1621-435-000	E NORTH END FIRE HALL-CONTRACTUAL SERVICES R		07/18/24	07/18/24		61372
25-00149	07/19/24	GREEN010 GREEN MOUNTAIN ELECTRIC SUPPLY	1 PARTS EVENTS TRAILER REPAIRS	29.43	A -7550-420-000	E CELEBRATIONS-MISC OVERHEAD EXPENSES R		07/19/24	07/19/24		54905347.001
25-00150	07/18/24	GUTHR005 GUTHRIE HELI-ARC, INC.	1 BROOMS FOR SWEEPER	2,152.00	A -8170-452-000	E ST CLEANING-REPAIR/MAINT TRUCKS/EQUIP R		07/18/24	07/18/24		21429

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25-00151	07/19/24	GUTHR005 GUTHRIE HELI-ARC, INC.	1 SWEEPER REPAIR PARTS	268.20	A -8170-452-000		E ST	CLEANING-REPAIR/MAINT TRUCKS/EQUIP	R	07/19/24	07/19/24		21388
25-00152	07/18/24	BOILE005 HARTFORD STEAM BOILER	1 BOILER INSP @ LMB	440.00	A -1620-453-000		E SHARED	SERVICES-EQUIPMENT REPAIR & MAINT R	R	07/18/24	07/18/24		1306653
25-00153	07/19/24	SMITH005 JENNIE HAUSER	1 ZBA - 7 LOCATIONS	210.00	A -8010-434-000		E ZONING-	PROF SERVICES ZBA MEMBERS	R	07/19/24	07/19/24		6/6/2024
25-00154	07/18/24	HEALT015 HEALTHWORKS - WNY LLP	1 DRUG&ALCOHOL SCREEN 8 EMP.	500.00	A -5010-472-000		E STREETS	ADMIN-ALCOHOL & DRUG TESTING	R	07/18/24	07/18/24		521862
25-00155	07/19/24	HODGS010 HODGSON RUSS LLP	1 LABOR/EMP MATTERS MAY 2024	142.00	A -1010-435-300		E BOARD	OF TRUSTEES - SPECIAL COUNSEL	R	07/19/24	07/19/24		1252085
25-00156	07/19/24	HOPPY005 HOPPY, DEBORAH	1 OVERPAYMENT 2024 VILLAGE TAX	737.19	A -250-000		G TAXES	RECEIVABLE, CURRENT	R	07/19/24	07/19/24		2024
25-00157	07/18/24	HURTU010 HURTUBISE TRUCK TIRE LANCASTER	1 NEW TIRES FOR TRUCK 50	487.60	A -5110-417-000		E STREETS	MAINT-TIRES & BATTERIES	R	07/18/24	07/18/24		245187
25-00158	07/19/24	INDEP005 INDEPENDENT HEALTH	1 EMPLOYEE HEALTH INS AUGUST	2,172.65	A -9060-800-000		E EMPLOYEE	BENEFITS-HOSPITAL & MEDICAL INS R	R	07/19/24	07/19/24		AUGUST
			2 EMPLOYEE HEALTH INS AUGUST	173.69	G -9060-800-000		E EMPLOYEE	BENEFIT-HOSPITAL & MEDICAL INS R	R	07/19/24	07/19/24		AUGUST
				2,346.34									
25-00159	07/19/24	JACKS005 JACKSON, NOLIN	1 EVENTS SVCS JULY 2024	800.00	A -7550-435-000		E CELEBRATIONS-	EVENTS DIRECTOR CONTRACTUAL R	R	07/19/24	07/19/24		24-07
25-00160	07/10/24	MEYER005 MICHAEL MEYER	1 HPC MEETING - CHAIR	115.00	A -7520-434-000		E HIST	DIST-PROF SVC-HPC SECRETARY/MEMBERS R	R	07/10/24	07/10/24		7/10/2024
25-00161	07/19/24	MGLPR005 MGL PRINTING SOLUTIONS	1 PRINTING OF 2024-2025 SEWER	970.00	G -8115-430-020		E PRINTING	- CTO	R	07/19/24	07/19/24		207377
25-00162	07/18/24	NATIO015 NATIONAL FUEL	1 NEFH/DPW 6/10-7/2 & 6/10-7/10	29.44	A -1621-440-000		E NORTH	END FIRE HALL - GAS	R	07/18/24	07/18/24		3277322 03





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25-00170	07/18/24	N0000015 N Y S E G			Continued						
		2 34 CENTRAL & 5 AURORA		61.56	A -8510-438-000	E BEAUTIFICATION - CBD TREES / RECEPTACLES	R	07/18/24	07/18/24	07/18/24	1001-7803-635
				139.74							
25-00171	07/17/24	N0000015 N Y S E G									
		1 DPW & MONUMENT LIGHTING		21.71	A -1640-439-000	E DEPT PUBLIC WORKS - ELECTRIC	R	07/17/24	07/17/24	07/17/24	1001-0111-952
		2 DPW & MONUMENT LIGHTING		24.38	A -7110-438-000	E PARKS-ELECTRIC	R	07/17/24	07/17/24	07/17/24	1003-8596-887
				46.09							
25-00172	07/17/24	N0000015 N Y S E G									
		1 37CENTRAL/16WMAIN/ET AL		74.77	A -7550-400-000	E CELEBRATIONS-CONTRACTUAL EXPENSES	R	07/17/24	07/17/24	07/17/24	VARIOUS
		2 37CENTRAL/16WMAIN/ET AL		211.35	A -7110-441-000	E PARKS-WATER	R	07/17/24	07/17/24	07/17/24	VARIOUS
		3 37CENTRAL/16WMAIN/ET AL		4,777.78	A -1621-438-000	E NORTH END FIRE HALL - ELECTRIC	R	07/17/24	07/17/24	07/17/24	VARIOUS
		4 37CENTRAL/16WMAIN/ET AL		1,119.93	A -1620-438-000	E SHARED SERVICES - ELECTRIC	R	07/17/24	07/17/24	07/17/24	VARIOUS
				6,183.83							
25-00173	07/17/24	PARIS005 PARISE MECHANICAL, INC									
		1 SERVICE CALL - LMB		739.99	A -1620-450-000	E SHARED SERVICES - BUILDING & GRDS MAINT	R	07/17/24	07/17/24	07/17/24	524-366
25-00174	07/19/24	PENNP015 PENN POWER GROUP									
		1 GENERATOR/CABLE RENTAL 4TH		675.00	A -7550-402-000	E CELEBRATIONS-INDEPENDENCE DAYS	R	07/19/24	07/19/24	07/19/24	4628821
25-00175	07/19/24	ROMIG005 ROMIG, TARA									
		1 OVERPAYMENT 2024 VILLAGE TAX		10.00	A -250-000	G TAXES RECEIVABLE, CURRENT	R	07/19/24	07/19/24	07/19/24	2024
25-00176	07/19/24	SHERIDAN HR LLC									
		1 MONTHLY HR CONSULTING JULY		2,700.00	A -1010-435-600	E BOARD OF TRUSTEES - H/R CONSULTANT	R	07/19/24	07/19/24	07/19/24	1983
25-00177	07/17/24	SOUTH005 SOUTHWORTH-WILTON, INC.									
		1 REPAIRS TO BUCKET ON 126		280.58	A -5110-452-000	E STREETS MAINT-REPAIRS/MAINT:TRUCKS/EQUIP	R	07/17/24	07/17/24	07/17/24	INV3281038
25-00178	07/19/24	STAPL010 STAPLES BUSINESS CREDIT									
		1 PENS AND SMART CARD SD READER		7.54	A -5010-402-000	E STREETS ADMINISTRATION-OFFICE SUPPLIES	R	07/19/24	07/19/24	07/19/24	60053101
		2 PENS AND SMART CARD SD READER		29.99	A -7110-414-000	E PARKS-MATERIALS-OTHER	R	07/19/24	07/19/24	07/19/24	60053101
				37.53							
25-00179	07/17/24	STATE010 STATE INDUSTRIAL PRODUCTS									
		1 RESIDUE REMOVER & CLEANER		132.63	A -1640-402-000	E DEPT PUBLIC WORKS-JANITORIAL SUPPLIES	R	07/17/24	07/17/24	07/17/24	903396309

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25-00180	07/10/24	STONE010 STONEBRAKER, NANCY	1 HPC - ALTERNATE MEMBER	90.00	A -7520-434-000	E	HIST DIST-PROF SVC-HPC SECRETARY/MEMBERS	R	07/10/24 07/10/24	07/10/2024	
25-00181	07/18/24	TKELE005 TK Elevator Corp	1 FULL ELEVATOR MAINTENANCE	1,459.98	A -1620-431-000	E	SHARED SERVICES - ELEVATOR MAINTENANCE	R	07/18/24 07/18/24	3007970539	
25-00182	07/18/24	TROST005 TROST FIRE EQUIP.COM.,INC.	1 FIRE EXTINGUISHER MAINTENANCES	124.50	A -1620-437-000	E	SHARED SERVICES - FIRE ALARM MAINTENANCE	R	07/18/24 07/18/24	107929	
			2 FIRE EXTINGUISHER MAINTENANCES	53.75	A -1621-437-000	E	NORTH END FIRE HALL-FIRE ALARM MAINT	R	07/18/24 07/18/24	107929	
			3 FIRE EXTINGUISHER MAINTENANCES	124.75	A -1640-437-000	E	DEPT PUBLIC WORKS GRGE-FIRE ALARM MAINT	R	07/18/24 07/18/24	107929	
				303.00							
25-00183	07/18/24	ULLMA005 CATHEY ULLMAN	1 TRAVEL COSTS FOR NYSAFC	255.86	A -3411-470-000	E	FIRE DEPT-TRAINING	R	07/18/24 07/18/24	N/A	
25-00184	07/18/24	UNITE005 UNITED RENTALS NORTH AMERICA I	1 PORTABLE RESTROOM RENTALS	375.00	A -7110-414-000	E	PARKS-MATERIALS-OTHER	R	07/18/24 07/18/24	234134736-002	
25-00185	07/19/24	VENDI005 VENDITTI, FRANK	1 OVERPAYMENT 2024 TAXES	10.00	A -250-000	G	TAXES RECEIVABLE, CURRENT	R	07/19/24 07/19/24	2024	
25-00186	07/19/24	VERIZ010 VERIZON WIRELESS	1 PHONES - JULY 2024	51.27	A -1010-485-000	E	BOARD OF TRUSTEES - CELL PHONE	R	07/19/24 07/19/24	JULY	
			2 PHONES - JULY 2024	31.24	A -1210-485-000	E	EXECUTIVE MAYOR - CELL PHONE	R	07/19/24 07/19/24	JULY	
			3 PHONES - JULY 2024	31.24	A -7550-420-000	E	CELEBRATIONS-MISC OVERHEAD EXPENSES	R	07/19/24 07/19/24	JULY	
			4 PHONES - JULY 2024	31.24	A -1325-485-000	E	FINANCE TREASURER - CELL PHONE	R	07/19/24 07/19/24	JULY	
			5 PHONES - JULY 2024	31.24	A -1640-485-000	E	DEPT PUBLIC WORKS GARAGE-CELL PHONE	R	07/19/24 07/19/24	JULY	
			6 PHONES - JULY 2024	762.93	A -3990-476-000	E	DISASTER PREP-MOBILE PH & DATA CARD	R	07/19/24 07/19/24	JULY	
			7 PHONES - JULY 2024	37.99	A -3989-485-000	E	BUILDING INSPECTION-CELL PHONE	R	07/19/24 07/19/24	JULY	
			8 PHONES - JULY 2024	303.92	A -3411-485-000	E	FIRE DEPT - CELL PHONES / DATA PLANS	R	07/19/24 07/19/24	JULY	
			9 PHONES - JULY 2024	75.98	A -8560-475-000	E	SHADE TREES-UNCLASSIFIED	R	07/19/24 07/19/24	JULY	
			10 PHONES - JULY 2024	37.99	G -8115-485-000	E	ADMINISTRATION-CELL PHONE	R	07/19/24 07/19/24	JULY	
				1,395.04							
25-00187	06/06/24	VOLPE005 JAMES F. VOLPE	1 ZBA - 7 LOCATIONS	210.00	A -8010-434-000	E	ZONING- PROF SERVICES ZBA MEMBERS	R	06/06/24 06/06/24	6/6/2024	
25-00188	07/19/24	WMSCH005 WM SCHUTT & ASSOCIATES, PC	1 SVCS THRU 6/19/2024	3,972.43	A -1010-435-900	E	BOARD OF TRUSTEES - ENGINEERING	R	07/19/24 07/19/24	34225	

PO #	PO Date	Vendor	Item Description	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice
25-00189	07/19/24	WILDE005 WILDE ART CUSTOM VINYL GRAPHIC	1 REFLECTIVE VINYL NUMBERS FD	300.00	A -3411-456-000	E	FIRE DEPT-REPAIRS & MAINT BY DPW	R	07/19/24	07/19/24	07/19/24	4982
25-00190	07/17/24	WITZE005 WITZEND WILDLIFE SERVICES	1 6 WEEKS OF PIGEON TRAPPING DPW	990.00	A -1640-450-000	E	DEPT PUBLIC WORKS GRGE-BUILD/GRDS MAINT	R	07/17/24	07/17/24	07/17/24	7/15/2024
25-00191	07/19/24	VILLA040 VILLAGE OF LANCASTER SAT	1 2024 LENGTH OF SVCS AWARD	200,000.00	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	R	07/19/24	07/19/24	07/19/24	2024
25-00192	07/19/24	DELAG005 DELAGE LANDEN FINANCIAL SVC	1 FD COPIER LEASE AND DOCUWEAR	106.78	A -3411-260-100	E	FIRE DEPT-COPIER	R	07/19/24	07/19/24	07/19/24	82858974
			2 FD COPIER LEASE AND DOCUWEAR	710.00	A -1325-435-200	E	FINANCE TREASURER - SVC MAINT CONTRACTS	R	07/19/24	07/19/24	07/19/24	82857614
				816.78								

Total Purchase Orders: 70 Total P.O. Line Items: 114 Total List Amount: 245,830.00 Total Void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-A	240,379.17	0.00	757.19	241,136.36
	5-G	4,693.64	0.00	0.00	4,693.64
Total of All Funds:		<u>245,072.81</u>	<u>0.00</u>	<u>757.19</u>	<u>245,830.00</u>

Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Fund Description					
	A	240,379.17	0.00	757.19	241,136.36
	G	4,693.64	0.00	0.00	4,693.64
Total of All Funds:		<u>245,072.81</u>	<u>0.00</u>	<u>757.19</u>	<u>245,830.00</u>

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Batch Id: FICA      Batch Date: 07/19/24      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 7/19/2024	6,415.20		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY	Expenditure	Accrued FICA paydate 7/19/2024	451.93		2
Db: G -522-000 EXPENDITURE CONTROL		Cr: G -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,415.20	0.00	0.00	0.00	0.00	0.00
	G	451.93	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		6,867.13	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,867.13
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: 07/19/24 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 7/19/2024 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 7/19/2024 Cr: A -200-000 CASH	2,557.42		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 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 7/19/2024 Cr: A -200-000 CASH	6,145.93		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 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 7/19/2024 Cr: A -200-000 CASH	313.71		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	131.92		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	19,672.00		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 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 7/19/2024 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 7/19/2024 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 7/19/2024 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 7/19/2024 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 7/19/2024 Cr: A -200-000 CASH	7,093.41		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	9,849.30		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	250.84		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	19,104.09		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 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 7/19/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		21
A -8020-100-000 PLANNING-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	8,763.50		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	2,001.58		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -200-000 CASH	534.72		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 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 -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -522-000 EXPENDITURE CONTROL	920.60-		28
A -5010-405-000 STREETS ADMINISTRATION-MEAL ALLOWANCE Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 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 7/19/2024 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 7/19/2024 Cr: G -200-000 CASH	2,349.47		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 7/19/2024 Cr: G -200-000 CASH	3,558.12		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 Cr: G -522-000 EXPENDITURE CONTROL	0.00		33
A -3120-100-000 POLICE-PERSONAL SVCS-CROSSING GUARDS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 7/19/2024 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 7/19/2024 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 7/19/2024 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 7/19/2024 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 7/19/2024 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: 27,244.92-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	82,938.26	0.00	0.00	0.00	0.00	0.00
	G	5,907.59	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		88,845.85	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	88,845.85
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.

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Batch Id: VFIS      Batch Date: 07/18/24      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -1010-435-100 BOARD OF TRUSTEES - AUDITOR	Expenditure	ADMINISTRATIVE FEES GASB, TERM. FEE	6,785.00		1
Db: A -522-000 EXPENDITURE CONTROL		Cr: A -200-000 CASH			

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	6,785.00	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		6,785.00	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	6,785.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	1	

There are NO errors in this listing.

# LISTED CORRESPONDENCE

August 12, 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 July 19, 2024 – August 2, 2024.
	ACTION -	Rec File Refer to:	
2.	_____	_____	Correspondence from NYS Department of Transportation providing notice that the application for the Aurora Street – Central Avenue culvert over the Plum Bottom Creek restoration project was not selected for funding through the 2023 BRIDGE NY Program.
	ACTION -	Rec File Refer to:	
3.	_____	_____	Correspondence from NYS Department of State regarding the NY Forward list of selected projects for the Village of Lancaster and indicating that NYS Department of State representatives will be reaching out to schedule a meeting in the coming weeks to move these projects forward.
	ACTION -	Rec File Refer to:	
4.	_____	_____	Correspondence from Tommy R. Sweeney, Glassco Management, LLC, requesting for the Village of Lancaster to cover the costs of exposed aggregate sidewalks that will be located on Village property and installed as part of the Lancaster Village Center Phase 2 project at the quoted cost of \$17,383.00.
	ACTION -	Rec File Refer to:	
5.	_____	_____	Correspondence from Depew / Lancaster Moose Lodge #1605 providing a Special Events Application for its Drive-thru Chicken BBQ event to be held on Sunday, September 22, 2024, in the parking lot at 5437 Broadway from 12:00 p.m. to 4:00 p.m.
	ACTION -	Rec File Refer to:	
6.	_____	_____	Correspondence from Lancaster Village Merchants Association and Fattey Beer providing a Special Events Application for a Buffalo Football in the Village event to be held on Thursday, September 12, 2024, from 6:00 p.m. to 11:30 p.m. on West Main Street.
	ACTION -	Rec File Refer to:	
7.	_____	_____	Correspondence from Eric A. Meka, P.E., Regional Director, NYS Department of Transportation, providing notice regarding his recent appointment to the Regional Director position for Region 5 including Erie County.
	ACTION -	Rec File Refer to:	
8.	_____	_____	Correspondence from Michael Kenneally, Wright Risk Management, providing an updated Plan Document for the NYS Municipal Workers' Compensation Alliance plan for workers' compensation coverage as provided to the Village of Lancaster as a participating member.
	ACTION -	Rec File Refer to:	

LISTED # 1  
CORRESPONDENCE  
MEETING DATE 8/12/2024

## VILLAGE COVER SHEET

AUGUST 5, 2024 BOARD MEETING

PERMITS ISSUED **25**



## VILLAGE PERMIT TOTAL

ERECT FENCE	8
INSTALL ROOF	6
ERECT DECK	1
ERECT SHED	1
DUMPSTER	1
DEMOLITION OF BUILDING	1
POD STORAGE	1
ERECT PORCH/PORCH COVER	2
ERECT RESIDENTIAL ADD/ALT	2
INSTALL RESIDENTIAL PLUMBING	1
ERECT COMMERCIAL ADD/ALT	1
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>25</b>

Queen City Builders	20 St. Joseph St.	Porch
Gilds Bros. Craftsmen	57 Caswell St.	Residential Alt/Add
Mulvey Construction	1825 Como Park Blvd.	Commercial Add/Alt.
Stellar Roofing	0 Pleasant Ave. (St. Johns)	Roof
Buffalo's Best Roofing	82 Wilma	Deck
Stellar Roofing	108 Hinchey	Roof
Stellar Roofing	75 Holland Ave.	Roof
Catherine Aquino	38 Doris Ave.	Fence
Dalex Construction	23 Sherborne Ave.	Roof
Cameron Olejniczak	41 Grant St.	Fence
Nicholas Hirsch	66 Pleasant Ave.	Demo Bldg.
Nicholas Hirsch	64 Pleasant Ave.	Fence
Young Waterproofing	97 Livingston St.	Residential Plumbing
Rachel Neilans	86 Caswell St.	Fence
Christopher McLellan	281 Lake Ave.	Roof

## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 07/22/24</i>						
2024-0528	3589 Walden Ave	104.11-6-5	Unregistered Vehicle	Closed	Rodney McKeown	
						<b>Open Date: 07/22/24 Total #: 1</b>
<i>Open Date: 07/23/24</i>						
2024-0533	213 Aurora St	115.07-11-15	Misc	Open	Thomas Fries	
						<b>Open Date: 07/23/24 Total #: 1</b>
<i>Open Date: 07/24/24</i>						
2024-0535	3483 Walden Ave	104.11-2-2	Fire Call Out	Open	Patricia Krupski	
2024-0536	196 Saint Marys St	104.19-4-2	Exterior Property Maint	Closed	John Hayne	
2024-0537	5302 Broadway St	104.19-3-2	Exterior Property Maint	Open	Murray Towle	
						<b>Open Date: 07/24/24 Total #: 3</b>
<i>Open Date: 07/25/24</i>						
2024-0539	71 4th Ave	115.11-8-22	Unregistered Vehicle	Open	David Darnley	
						<b>Open Date: 07/25/24 Total #: 1</b>
<i>Open Date: 08/01/24</i>						
2024-0546	68 Pleasant Ave	104.75-1-17	Exterior Property Maint	Open	Kenneth Kornacki	
2024-0547	64 Garfield St	115.25-1-4	Misc	Open	Diane Kuznik	
						<b>Open Date: 08/01/24 Total #: 2</b>
<i>Open Date: 08/02/24</i>						
2024-0549	1817 Como Park Blvd	115.10-5-1	Misc	Open	W.K.J. Group, LLC	
						<b>Open Date: 08/02/24 Total #: 1</b>
<i>Open Date: 10/22/01</i>						
2017-00719	12 Cayuga Ave	115.26-3-15	Work w/out Permit	Closed	Heinl Robert & W Mika	
						<b>Open Date: 10/22/01 Total #: 1</b>
						<b>Grand Total: 10</b>

Town of Lancaster

# Inspections Report

Start Date: 07/19/2024 End Date: 08/02/2024

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

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
104.82-2-12.1	5448 Broadway St (Trinity Episcopal Church )	Trinity Episcopal Church	07/19/2024	Assembly- 1 yr	William T. Revelas	In Progress
104.82-4-9	5423 Broadway St	Britesmith Brewing, LLC 716-650-4080	07/23/2024	Special Use	Matt Fischione	In Progress
105.00-1-13	3987 Walden Ave (Two Guys Pizza)	Two Guys Pizza	07/23/2024	Assembly- 1 yr	William T. Revelas	In Progress
82.19-3-14	5389 Genesee St (Al-E-Oops Restaurant)	Al-E-Opps	07/26/2024	Assembly- 1 yr	William T. Revelas	In Progress
82.19-1-5.1	5354 Genesee St (Linguine's Restaurant)	Linguine's Restaurant	07/29/2024	Assembly- 1 yr	William T. Revelas	In Progress
104.82-4-9	5423 Broadway St	Village Of Lancaster	07/31/2024	Special Use	Matt Fischione	Pass
115.10-1-22.1	1799 Como Park Blvd	Wardens LLC	08/01/2024	Res Apartment- 3 yr	William T. Revelas	Pass
<b>Total Inspections:</b>					<b>7</b>	



**Department of  
Transportation**

LISTED # 2  
CORRESPONDENCE  
MEETING DATE 8/12/2024

**KATHY HOCHUL**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**GEORGE PARALEMOS**  
Chief of Staff

July 12, 2024

Mr. Michael Stegmeier  
Village Clerk and Treasurer  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

Dear Mr. Stegmeier:

The New York State Department of Transportation regrets to inform you that the Village of Lancaster application for the Aurora Street-Central Avenue culvert over the Plum Bottom Creek was not selected for funding through the 2023 BRIDGE NY Program.

Projects were selected based on a condition and need analysis along with consideration of available funds. Requests for funding exceeded the available funds, and thus, we were unable to fund all the projects submitted for consideration.

NYSDOT appreciates the effort put into your application and encourages your participation in future funding opportunities.

If you have any questions, please contact me at (518) 485-1382.

Sincerely,

Donald F. Mattimore, PE  
Director, Office of Regional Planning and Program Coordination

STATE OF NEW YORK  
DEPARTMENT OF STATE

ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001  
WWW.DOS.NY.GOV

LISTED # 3  
CORRESPONDENCE  
MEETING DATE 8/12/2024

KATHY HOCHUL  
GOVERNOR

WALTER T. MOSLEY  
SECRETARY OF STATE

July 23, 2024

Honorable Lynne Ruda  
Mayor  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

RECEIVED  
JUL 29 2024  
Village of Lancaster  
Clerk- Treasurers Office

RE: NY Forward Award

Dear Mayor Ruda,

I am delighted to share the enclosed press release for Lancaster's NY Forward that lists selected projects in your community and the amount of funding they will receive through the NY Forward. Each of these projects was proposed in the Strategic Investment Plan submitted by your community, as part of an overall strategy to transform your downtown into a vibrant neighborhood. The Strategic Investment Plan is now posted on the NY Forward website at <https://www.ny.gov/programs/ny-forward>.

In the coming weeks, staff from the New York State Department of State will contact you to arrange a meeting with key state and local partners who will move these projects forward.

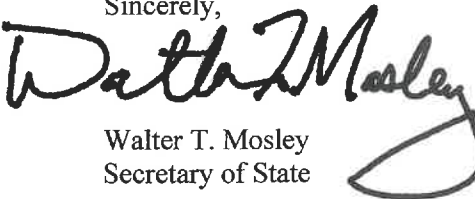
My sincerest congratulations on the successful completion of your NY Forward Strategic Investment Plan which guided these project awards. If you have any questions, please contact Amanda Bearcroft or Angela Keppel at the email addresses or numbers listed below.

[Amanda.Bearcroft@dos.ny.gov](mailto:Amanda.Bearcroft@dos.ny.gov) or 518-948-1986

[Angela.Keppel@dos.ny.gov](mailto:Angela.Keppel@dos.ny.gov) or 716-847-3069

We look forward to working with you to realize the vision articulated in the plan through implementation of these exciting projects.

Sincerely,



Walter T. Mosley  
Secretary of State



Department  
of State

**Mike Stegmeier**

---

**From:** Tom Sweeney <ashwoodllc@gmail.com>  
**Sent:** Monday, July 29, 2024 3:51 PM  
**To:** Lynne T. Ruda; Tammie Schaefer; John Mikoley; Cyndi Maciejewski; William Schroeder  
**Cc:** Mike Stegmeier  
**Subject:** Lancaster Village Center Phase 2 - Sidewalk Request  
**Attachments:** 3-10-2020 revision of Developer MOU FINAL.pdf; LVC Phase 2 Quote VisoneCo Exposed Aggregate 2024 06 18.pdf

Dear Honorable Mayor and Village Trustees,

We are well underway with the development of Lancaster Village Center Phase 2. We are excited about the progress and also excited about the economic growth and vibrancy this will bring to our downtown core.

Please find the attached documents for your review. As we did with phase 1 and keeping with the MOU signed in the beginning of the development, we are requesting to work with the Village to cover the costs of the exposed aggregate sidewalks for this project on the Village property. We have attached the quote that specifically covers the Village property and will facilitate the completion of this work as we did in 2022. The same submittals will be used to match the products that have been used previously.

Please let me know if you have any questions or concerns.

Thank you

TS

Thank you

My Best Regards,

Tommy R. Sweeney

--

Glassco Management, LLC  
PO Box 454, Amherst, NY 14226  
716-534-5160  
[Ashwoodllc@gmail.com](mailto:Ashwoodllc@gmail.com)

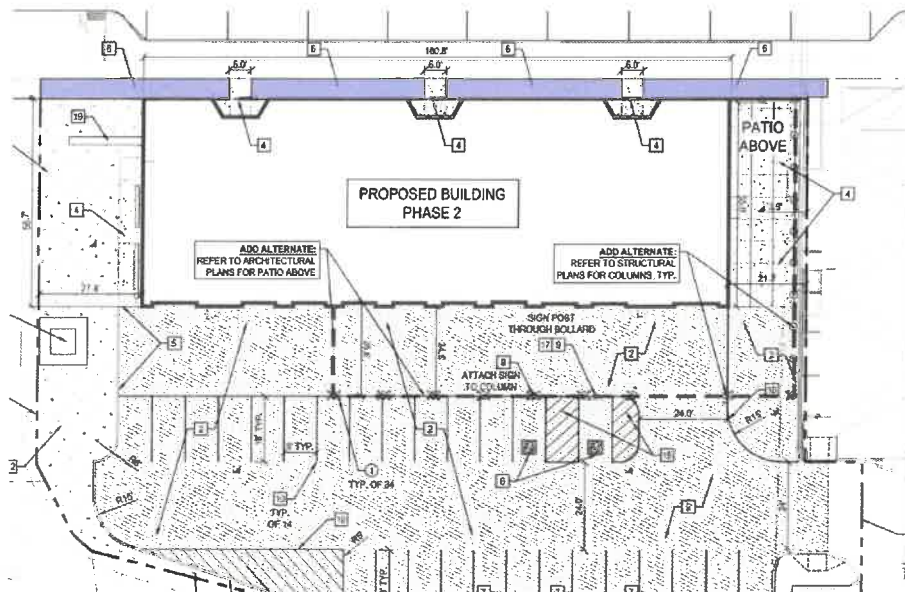
June 18, 2024

Andrew Kelkenberg  
Wendel Companies  
Centerpointe Corporate Park  
375 Essjay Road, Suite 200  
Williamsville, NY 14221

**RE: LANCASTER VILLAGE CENTER PHASE 2: EXPOSED AGGREGATES CONCRETE**

Per your request, please find below the cost to perform the proposed following work above:

The work includes prep, stone subbase, and place approx. 1,080SF of exposed aggregate concrete at the ROW as shown in the picture below highlighted in purple. Page C-202 Site Plan



**Grand total – Exposed Aggregate Concrete:**

**Seventeen Thousand Three Hundred Eighty-Three Dollars (\$17,383.00)**

Respectfully Submitted,

Brian Andrade  
Estimator / Project Manager  
VisoneCo Site Development



LISTED # 5  
CORRESPONDENCE  
MEETING DATE 8/12/2024

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

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

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

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

Event Name: Depew/Lancaster Moose Lodge #1605 Drive-thru Chicken BBQ	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): Drive-thru Chicken BBQ	
Event Date(s): September 22, 2024	Event Time(s): 12pm-4pm
Applicant Name: Depew/Lancaster Moose Lodge #1605	Event Location: 5437 Broadway, Lancaster NY
Individual/Group/Corporation Name Holding Event: Depew/Lancaster Moose Lodge #1605	Village Property Affected (If Applicable) Parking lot of 5437 Broadway
Applicant Address, City, State, Zip: 5437 Broadway Lancaster, NY 14086	Support Services Requested of the Village (If Applicable) Use of orange cones
Applicant Email: lodge1605@mooseunits.org	Applicant Phone 716-683-3920

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

"In charge person":	Contact cell and email:	Date & Time(s) On-Premise at Event:
Kimberly Taton	lodge1605@mooseunits.org	9/22/24 11am - 6pm
		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b>  AUG - 7 2024  Village of Lancaster  Clerk - Treasurers Office </div>

Anticipated Peak Attendance Number: 300 chicken dinners hope to be sold	Anticipated Age Range of those in Attendance: multiple
Will Alcohol be consumed? not applicable	Will there be Amplified Sound or Music? If so, provide particulars including hours: not applicable

Will Animals be part of the event? If so provide particulars.  
not applicable

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

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

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

(a) Location of Parking Facilities indicating number of parking spaces being provided for:  
5437 Broadway, Lancaster  
this is a "drive-thru" event

(b) Please explain Additional Traffic Control measures that will be undertaken to deal with traffic over/above the Parking Facilities explained in (a) above:  
orange cones being placed in the lot and someone directing cars where to go

(c) Location of Trash Facilities:  
behind Moose Lodge/back of parking lot

(d) Location of Water Facilities:  
side of Moose Lodge

(e) Location of Electrical Facilities:  
inside Moose Lodge. Electrical is not needed for this event

(f) Location of Toilet Facilities including location of Porta-Toilets:  
inside Moose Lodge should they be needed.No porta-toilets needed.

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

(h) Location of Vendor Facilities including booths and food service:  
chicken will be cooked on premises by Weidners BBQ, on left side of Moose Lodge. They will not be in the public parking lot

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:  


Date:  
8-5-2024

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

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# Depew-Lancaster Moose #1605



July 23, 2024

Michael E. Stegmeier, Clerk-Treasurer  
Village of Lancaster  
Municipal Building  
5423 Broadway  
Lancaster, New York 14086

Re: Depew Lancaster Moose Lodge #1605  
Permission to Use Parking Lot 9/22/2024

To Whom It May Concern:

I am writing to request permission for our Lodge to use the parking lot located between the Depew Lancaster Moose Lodge and the Village of Lancaster Municipal Building on September 22, 2024. We are having our annual Chicken Barbecue Dinner from 12:00 p.m. to 4:00 p.m. We would like to cordon off a portion of the parking lot to act as a drive-thru for customers to pick up their chicken dinners. We would also like to request use of several orange cones to block off the portion of the parking lot for the cars to drive through to get their dinners.

Thank you in advance for your anticipated cooperation in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Kimberly Taton". The signature is written in a cursive, flowing style.

Kimberly Taton, As Treasurer for  
Depew Lancaster Moose Lodge #1605

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

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

LISTED # 6  
 CORRESPONDENCE  
 DATE 8/12/2024

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

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

Event Name: <p style="text-align: center; font-size: 1.2em;">BUFFALO FOOTBALL IN THE VILLAGE</p>	
Type of Event (Race/Walk, Festival, Concert, Neighborhood Celebration, Parade/Motorcade, Other, etc.): <p style="text-align: center;">WATCH PARTY / neighborhood Get-together</p>	
Event Date(s): <u>Thurs. Sept. 12<sup>th</sup></u>	Event Time(s): <u>6 pm - 11:30 pm</u>
Applicant Name: <p style="text-align: center;">Greg DAY</p>	Event Location: <p style="text-align: center;">W. MAIN ST</p>
Individual/Group/Corporation Name Holding Event: <p style="text-align: center;">LANCASTER VILLAGE / FATTEY MERCHANTS ASSOC. / BEER</p>	Village Property Affected (If Applicable) <p style="text-align: center;">closure of W-Main St.</p>
Applicant Address, City, State, Zip: <p style="text-align: center;">1 W. Main St Lancaster, NY 14086</p>	Support Services Requested of the Village (If Applicable) <p style="text-align: center;">- barricades for street closure</p>
Applicant Email: <u>greg@fattybeer.com</u>	Applicant Phone <u>716 861 1775</u>

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

"In charge person": <p style="text-align: center;">Greg DAY</p>	Contact cell and email: <p style="text-align: center;">716-861-1775 greg@fattybeer.com</p>	Date & Time(s) On-Premise at Event: <p style="text-align: center;">Thursday Sept. 12<sup>th</sup> 6pm-11:30 pm</p>
		RECEIVED
		AUG - 7 2024
		Village of Lancaster Clerk- Treasurers Office

Anticipated Peak Attendance Number: <p style="text-align: center;">300-400</p>	Anticipated Age Range of those in Attendance: <p style="text-align: center;">Young child through Adult</p>
Will Alcohol be consumed? <p style="text-align: center;">Yes, from brick &amp; mortar Establishments</p>	Will there be Amplified Sound or Music? If so, provide particulars including hours: <p style="text-align: center;">Yes, during the game 8:15 - 11:15 approx.</p>

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

No.

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

Yes, 2-3 trucks should be in attendance

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

No objections

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

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

—

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

—

(c) Location of Trash Facilities:

All along w. Main in addition to village receptacles

(d) Location of Water Facilities:

N/A

(e) Location of Electrical Facilities:

N/A

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

No Porta-Toilets, bathrooms will be in brick + mortar

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

sidewalks of each end of w. Main St.

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

Parked in parking spots along side w. Main St.

(If Applicable) Organization providing Security:

(If Applicable) Number of Security Personnel:

Signature of Applicant:

Date:

8/7/2024

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

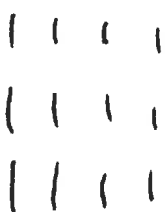
Central Ave

GARDEN



↑ Projector

W. Main



↑ ↑ ↑  
SEATING

FRONT

FRONT

GARDEN

FRONT

FRONT

FATTER BEER



# Department of Transportation

LISTED # 7  
CORRESPONDENCE  
MEETING DATE 8/12/2024  
KATHY HOCHUL  
Governor  
MARIE THERESE DOMINGUEZ  
Commissioner

ERIC MEKA, P.E.  
Regional Director

July 31, 2024

Village Mayor  
Lynne Ruda  
5423 Broadway  
Lancaster, NY 14086

Dear Lynne Ruda:

I am writing to introduce myself as the new New York State Department of Transportation (NYSDOT) Regional Director for Region 5. My predecessor, Frank Cirillo has retired.

Prior to being appointed to the Regional Director position, I spent the majority of my almost 30-year NYSDOT career as the Resident Engineer in Chautauqua County. Before that assignment, I lived and worked throughout WNY within NYSDOT and have thoroughly enjoyed our varied communities and regional values. I am proud to serve the people of NYS in my new role, and to partner with you and others to support our local communities.

I look forward to working with you and your staff to address any questions or concerns you may have regarding the transportation system in the counties served by Region 5: Cattaraugus, Chautauqua, Erie, and Niagara. If you need anything, please contact me or my staff at (716) 847-3238.

Sincerely,

Eric A. Meka, P.E.  
Regional Director – Region 5  
New York Department of Transportation  
100 Seneca St, Buffalo NY, 14203

LISTED # 8  
CORRESPONDENCE  
MEETING DATE 8/12/2024Michael E. Kenneally  
Executive Director

July 25, 2024

Mike Stegmeier  
Clerk/Treasurer  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086**Re: Revised Plan Document**

Dear Mr. Stegmeier:

Recently the Board of Trustees of the Comp Alliance adopted, and the New York State Workers' Compensation Board (WCB) approved, changes to the Plan Document for the New York State Municipal Workers' Compensation Alliance. The revisions to the Plan Document were necessitated to make it consistent with recent changes in law applicable to public group self-insurers. The Board of Trustees also took the opportunity to clarify and clean up any redundant or obsolete references. A copy of the revised Plan Document is enclosed.

In summary, the revised Plan Document:

- Clarifies that the Comp Alliance provides coverage for Volunteer Firefighters Benefit Law (VFBL) and Volunteer Ambulance Workers' Benefit Law (VAWBL) and includes references to VFBL/VAWBL payments for members as necessary throughout the document. Reflected in Article I, II, and IV.
- Specifies that Comp Alliance will operate as a "Public Group Self-Insurer" and possess all of the powers and authorities conferred on the same by New York State Law, consistent with the changes made to Workers' Compensation Law §50. Reflected in Article I.
- Replaces references to "Municipal Corporation" with "Public Entity" for consistency with Workers' Compensation Law § 50. Reflected in Article II and IV.
- Eliminates references to a "Group Administrator" as that provision is no longer required for Public Group Self-insurers by the Workers' Compensation Law.
- Authorizes the Board of Trustees to adopt short-rate penalties in the event of early termination of membership. Reflected in Article VI.
- Shortens the reservation-of-rights notice period from 60 days to 30 days prior to expiration of the membership period, consistent with our historical practice. Reflected in Article V.

Enclosed please find a copy of the new Plan Document. We expect that the changes to the plan document will be mostly imperceptible to you as a member, as the everyday relationship between you and the Comp Alliance remains unaffected. Please note that no action is required of you or your board at this time, although we recommend that you review the attached documents. Should you have any questions, please contact your agent or Aaron Reader, VP of Member Services at (315) 725-8077 or by email: areader@wrightinsurance.com. As always, we strive to provide you the best service and continued stable pricing for your workers' compensation needs. Please let us know if you have any questions.

Sincerely,

*Michael E. Kenneally*Michael Kenneally  
Executive Director



**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE  
PLAN DOCUMENT**

**Article I. Purpose**

- a. Purpose: The purpose of the Plan is to provide for the efficient and economical evaluation, processing, administration, defense and payment of claims against Plan members for workers' compensation payments, employers' liability payments, and Volunteer Firefighter and Ambulance benefits, through self-insurance as a Public Group Self-Insurer; to effect cost savings insofar as may be possible in Plan members' expenses for such claims and services; to provide for centralized administration, funding, and disbursements for such services; and to provide for risk management to reduce future liability for workers' compensation payments and employers' liability payments. The Plan will function in compliance with the Workers' Compensation Law of the State of New York and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.
- b. Authorizations: The Comp Alliance shall possess all of the powers and authority conferred upon Public Group Self-Insurers under New York State Law.
- c. Fund Year: The Plan shall operate on a July 1 to June 30 fiscal year. The Plan shall continue from year to year until and unless terminated in the manner set forth herein.

**Article II. Definitions**

- a. "Plan" or "the Comp Alliance" shall mean the New York State Municipal Workers' Compensation Alliance Plan for Workers' Compensation, as provided for herein or as may hereafter be provided for by amendment.
- b. "Public Entity" shall mean all public corporations and other public employers authorized to participate in a Public Group Self Insurer pursuant to Workers' Compensation Law section 50(3-a)(2)(a-1), as it currently exists and as hereafter may be amended.
- c. "Plan member" or "member" shall mean a public entity that has elected to join the New York State Municipal Workers' Compensation Alliance Plan for group self-insurance.
- d. "Board of Trustees" or "Trustees" means the body that shall act as the fiduciary for the benefit of the members and is ultimately responsible for the overall governance of the Plan.
- e. "Plan-member Trustee" means a member of the Board of Trustees that is a public officer of a member public entity.
- f. "At-large trustee" means a member of the Board of Trustees who is not a Plan-member trustee.
- g. "Key agent" means any person, firm or corporation hired by the Board of Trustees to serve as the third party administrator, accountant, auditor, investment manager or actuary of the Plan.
- h. "Third Party Administrator" or "Claims Administrator" means an individual or entity licensed by the Workers' Compensation Board pursuant to the Workers' Compensation Law which is responsible for the administration and defense of workers' compensation claims of members.

**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE  
PLAN DOCUMENT**

- i. "Workers' compensation payments" shall mean all payments which a Plan member may become obligated to make directly to, or for the benefit of, an employee of the Plan member by operation of the Workers' Compensation Law of the State of New York.
- j. "Volunteer Firefighter and Ambulance benefits" shall mean such payments a Plan member may become obligated to make pursuant to the Volunteer Firefighter Benefits Law and/or the Volunteer Ambulance Workers Benefits Law of the State of New York.
- k. "Employers' liability payments" shall mean all payments which a Plan member may become obligated to make to third-parties by reason of such third-parties' liability to an employee of a Plan member by reason of acts or events which also give rise to compensable claims under the Workers' Compensation Law of the State of New York.
- l. "Opening fund balance" shall mean unspent moneys held by the Plan as of the first day of any fiscal year, but shall not include funds which have been reserved or otherwise set aside as against previously reported claims, whether or not formally asserted, for workers' compensation payments or employers' liability payments.
- m. "Plan Sponsor" shall mean the Association of Towns of the State of New York.

**Article III. Trustees**

- a. Number of Trustees: The Plan shall be governed in all respects by the Board of Trustees. The Board of Trustees shall consist of at least seven (7) trustees. A majority of trustees shall be public officers of Plan Members. No person who is a key agent shall serve on the Board of Trustees.
- b. Trustee Responsibilities: Trustees shall be responsible for the governance of the Plan, including oversight of all monies collected or disbursed by the Plan, engaging and coordinating any and all key agents, maintaining the integrity of the Plan's investments, and taking all necessary actions to ensure that the Plan complies with the Workers Compensation Law and all applicable rules and regulations. The Board of Trustees shall cause a certified financial statement to be prepared at the end of each fiscal year by an independent certified public accountant approved by the Board of Trustees, which shall be furnished to all trustees and made available to all Plan Members.
- c. Trustees Held Harmless: No trustee or former trustee shall be liable to any other trustee or Plan member for actions taken in good faith and within the scope of such trustee's authority; and the Plan shall indemnify, save and hold harmless each trustee or former trustee from any liability arising from any claim, judgment, lawsuit, action or other proceeding, by virtue of their capacity as trustee or in connection with actions taken in good faith and within the scope of such trustee's authority, including reasonable and necessary attorneys' fees and disbursements incurred in connection therewith.
- d. Bylaws: Except as set forth herein, the operations of the Board of Trustees shall be governed by bylaws adopted by it, as amended from time to time.

**Article IV. Members**

- a. Eligibility: Membership in the Plan is limited to public entities.

**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE  
PLAN DOCUMENT**

- b. Admission of New Members: Each prospective member of the Plan must execute a Participation Agreement for the group acknowledging that the member understands and agrees to the requirements, obligations and responsibilities associated with membership in the Plan, including, but not limited to joint and several liability and the obligation to pay all funding contributions, WCB assessments and supplemental assessments. The Participation Agreement shall take such form and contain such information as determined by the Board of Trustees. The Board of Trustees shall be under no obligation to admit new members to the Plan.
- c. Member Responsibilities: Members shall comply with all of the responsibilities set forth in the Plan Document and the Participation Agreement.

**Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers Compensation Law and all rules and regulations enacted pursuant thereto during its respective period of membership.**

- d. Terms and Conditions of Membership: Public entities may be permitted to join the Plan at such times and on such terms as may be approved by a majority vote of the Board of Trustees; provided, however, that the Board of Trustees shall be under no obligation to admit new members to the Plan. The Board of Trustees may require applicants for Plan membership to furnish fiscal and loss information, to submit to examinations of their records and operations, and to bear the reasonable expense of such examination. All members must enter into a Participation Agreement, and it is expressly understood and agreed by each Plan member that:
- i. each member understands and accepts that it is responsible pursuant to the Laws of the State of New York for workers' compensation payments to employees, volunteer firefighter and ambulance worker benefits, and employers' liability payments to third-parties, and the existence of this Plan shall not relieve or displace any such liability; provided, however, that the Plan shall be liable to its members, and the members shall be liable to the Plan and each other, for the obligations set forth herein.
  - ii. each member will appear before the Workers' Compensation Board, and before any other tribunal having jurisdiction over workers' compensation or employers' liability claims, in the name of the Plan and, further, that the Plan shall furnish representation as provided herein.
  - iii. each member agrees that it will adhere to the requirements of the Plan, will cooperate in such inquiries and furnish such information as may be necessary or appropriate for Plan purposes, and will promptly pay such initial assessments, continuing assessments, and supplementary assessments, as may properly be made pursuant to the Plan.
  - iv. each member consents that the Plan may, in its own name, commence such legal or equitable actions or proceedings in the Supreme Court of the State of New York or in any other competent tribunal having jurisdiction against any member to enforce the obligations of such member pursuant to the Plan.

**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE  
PLAN DOCUMENT**

- v. as a condition precedent to membership to the Plan, each Plan member represents and warrants to the Plan and to every other member that it has in all respects the power and authority to participate in the Plan as a member; and that it has lawfully and properly taken all steps and performed all acts which may be required to participate in the Plan pursuant to the Plan itself and all applicable laws.
- vi. it is understood and agreed by each Plan member that the funding contributions received from each member will be commingled, and that funds received from one member may, in accordance with Plan criteria, be disbursed for the benefit of other members.
- vii. member obligations: All members shall be responsible for:
  - 1. the prompt payment of all funding contributions and assessments;
  - 2. the maintenance of accurate books and records with respect to workers' compensation and employers' liability claims;
  - 3. the prompt furnishing of information regarding actual and anticipated workers' compensation and employers' liability claims, and with respect to matters likely to give rise to such claims;
  - 4. cooperation with and facilitation of all reasonable inquiries which may be made by the Board of Trustees or Key Agents with respect to specific claims and with respect to loss experience in general; and
  - 5. cooperation with all risk management and loss control programs which may be instituted by the Board of Trustees.
- viii. no public entity shall be admitted to plan membership until its governing body, or its duly authorized executive officer, has accepted the terms of this Plan Document and entered into a Participation Agreement. Sample enabling resolutions in the forms set forth in Appendices A & B hereto, or in such other forms as may from time to time be prescribed by the Board of Trustees.
- ix. Once admitted to plan membership, each member shall be obligated to cooperate in the administration of the plan and to perform all requirements of continuing membership set forth in the Participation Agreement.
- x. The Board of Trustees may decide to pay, compromise or contest any claim. A decision by the Board of Trustees to pay, compromise, or contest any claim shall be final and binding.

**Article V. Revocation and Termination of Membership**

- a. Any member which fails to pay a required fund contribution, WCB assessment or supplemental assessment within 90 days after the date on which such fund contribution or supplemental assessment was payable will be deemed to have given notice of withdrawal from the Plan, effective at the end of the policy year following the 90-day period. The withdrawal of a member for the failure to pay a required funding contribution or supplemental assessment shall not relieve the member of any

**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE  
PLAN DOCUMENT**

funding contribution or supplemental assessment due to the Plan for the full policy year. No forbearance with respect to any Plan member or any payment will be deemed to create a waiver with respect to subsequent defaults by the same or any other member.

- b. The Board of Trustees may terminate the membership of any Plan member with not less than 90 days notice, as follows:
  - i. By majority vote, for failure to comply with any of the provisions of the Plan Document or Participation Agreement; or
  - ii. By two-thirds vote, for any other reason.
- c. A plan member reserves the right to revoke this agreement upon thirty (30) days written notice to the Plan. The effective date of termination will be the end of the member's policy year following the thirtieth day from the mailing of such written notification. Any plan member who withdraws or is terminated pursuant to this paragraph from membership will assume sole responsibility as of the effective date of termination for all workers' compensation and employers' liability claims against it which relate to occurrences which take place after the termination date. As of such termination date, the withdrawing or terminated member shall cease to have any liability with respect to any occurrences which took place prior to the termination date regardless of when the claim is submitted, except that such withdrawing or terminated member shall be responsible for any supplemental assessment resulting from a plan shortfall for those claims which arose prior to the date of such termination or withdrawal, as set forth in Article VI of the Plan Document.
- d. It is expressly understood that any notice to revoke, notice to withdraw, or termination as set forth above shall in effect release the Plan and each of the remaining Plan members from any liability to the withdrawing or expelled member, except as expressly provided herein.

**Article VI. Fund Contributions and Supplemental Assessments**

- a. Annual Fund Contribution: Upon joining the Comp Alliance, and in each year thereafter that the member remains in the plan, the member shall make a fund contribution in exchange for the coverage for workers' compensation payments and employers' liability payments provided by the Plan. Each members fund contribution shall reflect the: a) exposure and loss experience of the member; b) services to be rendered to the member; and c) any other equitable factor. The Board of Trustees reserves the right to adjust the annual fund contribution of any particular member in the event the initial fund contribution calculation was the result of a material error, omission or misstatement of loss data or any other information necessary to arrive at the appropriate funding level that is furnished by the member, its agents or representatives.
- b. Short Rate Penalty: In the event that a plan member decides to withdraw from the Plan prior to the expiration of its agreed upon membership period, it may be subject to short rate penalties as adopted and amended by the Board of Trustees from time-to-time.

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- c. Supplemental assessments: As set forth herein, the Board of Trustees may cause to be levied supplemental assessments against its members. Supplemental assessments shall be determined by the ratio that each individual members fund contribution bears to the aggregate fund contribution for the plan fiscal year or years to which the supplemental assessment applies. The Board of Trustees may levy supplemental assessments in the following circumstances:
- i. upon winding up or termination of the plan; or
  - ii. where there exists a deficiency in the overall funding of the plan, as determined by the audited financial statements for that year or years; or
  - iii. where otherwise required by law.

Members who leave the plan shall remain liable any such supplemental assessments levied for the years during which they were a member of the plan. Prior to levying a supplemental assessment, the Board of Trustees shall develop a plan to ensure that such supplemental assessments are charged in a fair and equitable manner, and shall give notice to members and former members of the plan as soon as practicable prior to levying such assessment. The failure to receive such notice shall not relieve the member or former member of their obligation to pay such supplemental assessment.

**Article VII. Administration**

- a. The Board of Trustees shall at all times be responsible for the governance of the Plan. Day-to-day administration of the Plan may be vested in an Executive Director, third-party administrators and other key agents as determined by the Board of Trustees. The Board of Trustees may contract with a third party administrator, and such other persons, firms or corporations as it deems necessary to perform the day-to-day administration of the Plan.
- b. The engagement of a Third-Party Administrator shall be effected by a written contract, approved by the Board of Trustees and Executed by the Chair. All such contracts shall be for a term not to exceed five years. Such contract(s) shall provide, at a minimum, for:
  - i. investigation, processing and filing of claims with the Workers' Compensation Board;
  - ii. representation, whether directly or through counsel, of Plan members before the Workers' Compensation Board and other appropriate administrative and judicial tribunals;
  - iii. making recommendations for the payment or compromise of claims;
  - iv. making recommendations for the procuring of insurance to effectuate the purposes and preserve the financial stability of the Plan;
  - v. making recommendations with respect to the administrative and fiscal management of the Plan;
  - vi. reviewing and making recommendations with respect to the funding of the Plan from year to year;

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- vii. conducting surveys and studies with respect to individual Plan members and otherwise, and making recommendations with respect to risk management and loss control programs;
  - viii. evaluating new applicants for Plan membership and making recommendations with respect to such applications;
  - ix. performing such other functions as may properly be delegated by the Board of Trustees.
- c. Such third-party administrator shall be responsible for assisting the Plan in coordinating the services and management of the Plan's affairs, determining and collection of annual fund contributions and supplemental assessments, loss-control, independent medical examinations, claims processing, legal, accounting and bookkeeping services.
- d. Notwithstanding paragraphs a-c of this section, the Board of Trustees may hire and employ such key agents and employees as they deem necessary for the efficient and effective administration of the Plan.
- e. Plan Sponsor: The plan sponsor shall serve as custodian of the funds of the Plan, and at all times have custody of the Plan's funds. The plan sponsor shall:
- i. maintain a separate fund for workers' compensation and, if authorized by the Board of Trustees and shall maintain separate workers' compensation reserve funds.
  - ii. be bonded in an appropriate amount as approved by the Board of Trustees.
  - iii. maintain complete and accurate books of account for all funds in its custody in accordance with generally accepted accounting principles applicable to public bodies in general and Municipal corporations in particular.
  - iv. invest any Plan funds not needed for current operating expenses in accordance with the investment policy adopted by the Board of Trustees.
  - v. designate a depository for the Plan, which will be reviewed from time to time by the Board of Trustees.
  - vi. undertake to accomplish those tasks or assignments received from the Board of Trustees as they relate to the administration or implementation of the Plan.
  - vii. report to the Board of Trustees with respect to the source and application of funds.
- f. The Plan shall indemnify, save and hold harmless the Plan Sponsor from any liability arising from any claim, lawsuit, action or other proceeding, in connection with actions taken in good faith and within the scope of the plan sponsor's authority, including reasonable and necessary attorneys' fees and disbursements incurred in connection therewith.

**Article VIII. Investments**

- a. The Board of Trustees shall contract with an investment manager for the investment of funds not needed for current operating expenses in accordance with the investment policy established by the Board of Trustees. The investment policy shall be formally approved

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and adopted by the Board of Trustees of the Comp Alliance and reviewed annually by the audit and finance committee or its successor, on an annual basis. All amendments to the policy shall be effective upon adoption by the Board of Trustees by resolution.

- b. The Comp Alliance's investment program will be consistent with its overall financial needs and results in the prudent management of invested funds, the availability of operating funds when needed to pay claims, operating and administrative expenses, and to provide an acceptable market-based investment return. The Comp Alliance investment program shall be operated in conformance with all applicable federal and state laws and regulations, and in accordance with the Plan Document.
- c. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Comp Alliance. The "prudent investor" standard of care shall apply to the management of the Comp Alliance portfolio.
- d. The audit and finance committee shall, in advance of the regularly scheduled board meeting, meet with the investment manager, and report to the board on the investments of the Plan.

**Article IX. Amendment And Termination Of Plan**

- a. The Plan may be amended by a two-thirds vote of the Board of Trustees. Copies of amendments will be filed with the Workers' Compensation Board.
- b. The Plan may be terminated by a two-thirds vote of the Board of Trustees, effective at the end of the then-current fiscal year; provided, however, that the Plan shall remain in existence for the winding up of its affairs as provided in this Article.
- c. In the event that the Plan be terminated, the Board of Trustees shall, no later than the effective date of termination, cause to be prepared a dissolution plan that includes schedules of the Plan's assets and the Plan's current and future liabilities, including all liquidated, contingent and disputed liabilities. The Plan's liabilities shall not include any obligation for workers' compensation or employers' liability claims against Plan members, except for those by members that have arisen prior to the termination date of Plan.
- d. The dissolution plan shall provide for:
  - 1. the payment of all current and acknowledged liabilities;
  - 2. the establishment a reserve fund for the payment of all future and contingent liabilities, as such liabilities are determined by the plan's actuary;
  - 3. the administration and run-off of future and contingent liabilities;
  - 4. the return to members of any funds deemed to be in excess of those necessary to run off future and contingent liabilities within a reasonable period of time. The return of funds



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to members shall be subject to a finding by the Workers' Compensation Board that, with the understanding that such funds are to be returned to the public fisc of the member, such excess amounts are not necessary for the payment of future or contingent liabilities;

5. the levying of a special assessment in the event the Plan's assets are insufficient to pay all of the Plan's current and future liabilities.
- e. Supplemental assessments levied against, or distribution of surplus funds to, Comp Alliance members as a result of the dissolution of the Plan shall be determined in a fair and equitable manner and may consider each members longevity with the Comp Alliance, its proportionate share of funding contributions and its proportionate share of liabilities.
- f. Funds in excess of what is necessary to pay for the liabilities of the plan shall be returned to members within a reasonable period of time following the dissolution of the Plan, subject to:
  1. a determination by the Workers' Compensation Board that such funds are no longer necessary to pay for the liabilities of the Plan;
  2. each then-current Plan member executing a release in suitable form relieving the Plan, and each other then-current member from any liability arising from the Plan.

**Article X. Reformation & Supervening Law**

To the extent that any provision of the Plan be determined by a court of competent jurisdiction to be invalid in whole or in part under existing or hereafter-enacted law, the remaining provisions of this instrument shall remain in full force and effect, and any disputed provision shall, to the extent possible, be interpreted in such manner as to conform to applicable legal requirements. In the event that the Board of Trustees determines that the complete or partial invalidity of any provision of this instrument would materially prevent or impede the accomplishment of the essential purposes of the Plan, then the Plan shall be terminated in accordance with the Plan.

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**APPENDIX A**

WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter "the Plan"); and

WHEREAS the *(Municipality)* is eligible for membership in the Plan; and

WHEREAS the *(Municipality)* has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interests of the *(Municipality)* to participate therein; now, therefore, be it

RESOLVED that the *(Municipality)* enter into membership in the Plan pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED, that *(Signature Authority)* be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the *(Municipality)*; and be it further

RESOLVED, that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved.

A MOTION was made by *(Name)* and seconded by *(Name)* to adopt the above resolution by the *(Governing Board)* of the *(Municipality)* at its *(Date)* meeting.

S \_\_\_\_\_ (signature)  
E \_\_\_\_\_ (name/title)  
A \_\_\_\_\_ (date)  
L

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**APPENDIX B**

EXTRACT OF MINUTES

The following is an exact copy of a portion of the Minutes of the  
(*Governing Board*) meeting dated (*Date*) .

"WORKERS' COMPENSATION - SELF INSURANCE"

"A MOTION was made by (*Name*) and seconded by (*Name*) to  
adopt the following resolution:

"RESOLVED, that the (*Municipality*) hereby elects, pursuant to  
Subdivision 3-a of Section 50 of the Workers' Compensation Law, to  
become a self-insurer as to Workers' Compensation claims against  
this Municipality; and be it further

"RESOLVED, that pursuant to Section 50 Subdivision 3-a of said  
Workers' Compensation Law, notice of such election shall be filed  
forthwith with the Chairman of the Workers' Compensation Board,  
Self-Insurance Section; and be it further

"RESOLVED, that this election shall become effective on (*Date*) .

"MOTION carried".

S \_\_\_\_\_ (signature)

E \_\_\_\_\_ (name/title)

A \_\_\_\_\_ (date)

L

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APPENDIX C

(TO BE TYPED ON MUNICIPALITY LETTERHEAD)  
(SEND REGISTERED MALL RETURN RECEIPT)

TO: Present Insurance Carrier

RE: Name of Municipality  
Policy No.  
Policy No. -for *Volunteer Fire Fighters (if different from above, if applicable)* Policy No. -for *Volunteer Ambulance Corps (if different from above, if applicable)*

Sir or Madam:

This letter is to advise you that the *(Name of Municipality)* has elected to become self-insured, effective *(Effective Date)*, in accordance with Subdivision 3-a of Section 50 of the Workers' Compensation Law.

Notice is hereby given of this Municipality's intention to cancel the subject policy with *(Name of Insurance Carrier)* as of *(Effective Date)* . This notice is timely in accordance with the notice of cancellation requirement.

We wish to thank you for your efforts and services during the term of this policy.

Very truly yours,

*(Please send us a copy of this letter when mailed.)*

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.			Resolution to hire and appoint Elliot Lear as Clerk-PT for the Climate Smart / Sustainability Office through the NYSERDA Clean Energy Internship Program at a wage rate of \$17.00 per hour with a start date of August 26, 2024.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.			Resolution to authorize sending out a Request for Proposals (RFP) for the Tree Planting and Community Forest Management Plan Update project for the purpose of selecting a certified arborist consultant to assist with this project as proposed and funded through a subaward grant agreement between American Forests and the Village of Lancaster for the Inflation Reduction Act Urban and Community Forestry Initiative.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.			Resolution authorizing Mayor Ruda to sign and execute a Client Services Agreement with Arthur J. Gallagher Risk Management Services, LLC, for loss control consultation services with the Village of Lancaster Safety Committee at an annual cost of \$8,250.00 for the period from September 1, 2024 through August 31, 2025.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.			Resolution authorizing Mayor Ruda to submit a letter to the NYS Department of Health Bureau of Emergency Services to provide notice that the Village of Lancaster Board of Trustees hereby grants authority to the Lancaster Fire Department to provide emergency medical care and that such response will be on a regular and ongoing basis with dispatch provided by Lancaster Fire Control that is operated by the Town of Lancaster Police Department, and further that the Village of Lancaster Board of Trustees understands that it assumes all liability, to the extent permissible by law, for granting operational authority for such EMS response within its jurisdiction, and thereby it is requested that the NYS Department of Health issue an EMS Agency ID Code to the Lancaster Fire Department.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.			Resolution authorizing Mayor Ruda to sign and approve an Agreement between University Emergency Medical Services and the Village of Lancaster Fire Department to obtain the services of a physician to provide Medical Director services for its emergency medical services (EMS) program at the cost of \$2,000 / year with an effective start date on August 15, 2024.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
6.			
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	

RESOLUTION # 1  
MEETING DATE 8/12/2024



# Village of Lancaster

**Municipal Building**  
**5423 Broadway**  
**Lancaster, NY 14086**  
Telephone: (716) 683-2105  
Facsimile: (716) 684-4830  
[www.lancastervillage.org](http://www.lancastervillage.org)

Dear Village Board Members,

I am writing to formally request the hiring of Elliot Lear as a Part Time Clerk as part of the NYSERDA Clean Energy Internship program. Mr. Lear is currently studying for a Master of Urban Planning at the University of Buffalo.

The intern would be paid an hourly wage of \$17. The New York State Energy Research and Development Authority (NYSERDA) offers the Clean Energy Internship Program under PON 4000, which provides reimbursement of 90% of the intern's wages. The remaining 10% of the intern's wages has already been allocated in our current fiscal year's budget.

The final work schedule will be coordinated with the Sustainability and Community Climate Energy Coordinator, when the student receives his class schedule. The estimated start date is August 26<sup>th</sup>. A student can work a maximum of 18 hours per week while class is in session and 40 hours per week during breaks.

I kindly request your approval to hire Elliot Lear.

Sincerely,

Amy Stypa  
Sustainability and Community Climate Energy Coordinator

## REQUEST FOR PROPOSALS

### Tree Planting and Update Community Forest Management Plan Village of Lancaster

**Proposals due August 30, 2024 at 4:00 PM**

#### **PURPOSE**

The Village of Lancaster (the Village) seeks proposals from qualified consultants who will use ISA-certified arborists to provide guidance and coordination of annual tree plantings and update the Village's Tree Management Plan, as part of the subaward grant agreement between American Forests and the Village for Inflation Reduction Act Urban and Community Forestry Initiative.

The overall goal of the Village is to address deficiencies in tree canopy coverage through the planting of high-quality native trees in the public right of way under the supervision of a certified arborist. The village with support of a certified arborist will coordinate annual tree plantings and selection of tree species for each planting site. The consultant will also update the Village's Tree Management Plan at the end of the project to account for the completed work and how it impacts future plans for the Village. The proposed tree planting project will be implemented over four years

The proposed project will protect, enhance, and expand equitable tree canopy cover in communities in the Village that currently have low tree canopy cover due to weather, disease, or age. The results of this project will help the Village better understand its urban forest's composition, structure, and tree maintenance needs; plan for short-term and long-term resource allocation; develop risk management strategies; and enable the Village to promote the economic, environmental, and social benefits its trees provide to the community.

#### **BACKGROUND**

The Village of Lancaster has an area of 2.7 square miles and is home to 10,027 residents. 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 designation as a Bronze Climate Smart Community.

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 two-star NYSERDA Clean Energy Community.

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. 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.

### **PROJECT OBJECTIVES/ GENERAL SCOPE**

This proposal's intent is to provide the Village of Lancaster with consultant services necessary to provide guidance and coordination of planting of 799 trees and update the Village's Tree Management Plan at the end of the project to account for the completed work and to help protect and enhance the Village's urban forest resources.

### **III. SCOPE OF SERVICES**

#### ***Objective 1: Tree Planting***

##### *Task 1.1: Kick-Off Meeting*

The consultant(s) shall hold an initial meeting with Village representatives to discuss project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) that would assist in completion of the project.

##### *Deliverable:*

Meeting minutes detailing project requirements, site conditions, roles and responsibilities, identified information needs, and next steps.

##### *Task 1.2: Planning/Coordination of Sites and Tree Species*

The consultant(s) will work with Village representatives to identify suitable planting sites and appropriate tree species, considering site conditions, biodiversity goals, community preferences, and grant guidelines for 799 trees. The consultant should also prepare a contingency plan for alternative sites or species in case of unforeseen issues with the primary selections.



*Deliverable:*

Detailed site and species selection plan, including maps of planting sites in TreeKeeper and a list of recommended tree species with justifications for each selection.

*Task 1.3: Preparation of Bid Package for Purchasing Trees*

The consultant(s) will prepare a comprehensive bid package for the procurement of trees. This will include specifications for tree species, sizes, and quality, and instructions for bid submission and evaluation criteria.

*Deliverable:*

Complete bid package document, including tree specifications, bid submission instructions, and evaluation criteria.

*Task 1.4: Weekly Inspections During Tree Planting*

The consultant(s) will conduct weekly inspections during the tree planting process to ensure compliance with project specifications and address any issues that arise.

*Deliverable:*

Weekly inspection reports detailing planting progress, compliance with specifications, and any issues or recommendations for adjustments.

*Task 1.5: Next Year Warranty Inspections*

The consultant(s) will perform inspections of the planted trees the following year to assess their health and ensure warranty compliance. Any necessary actions for tree replacement or maintenance will be identified.

*Deliverable:*

Annual inspection report, including the health assessment of planted trees, warranty compliance status, and recommendations for replacements or maintenance.

## ***Objective 2: Update Urban Forestry Tree Management Plan***

### *Task 2.1: Initial Assessment and Review*

The consultant(s) will conduct an initial assessment and review of the current Urban Forestry Tree Management Plan. This will include evaluating existing data, policies, and practices

#### *Deliverable:*

Assessment report summarizing the current state of the Urban Forestry Tree Management Plan, including strengths, weaknesses, and areas for improvement.

### *Task 2.2: Data Collection and Analysis*

The consultant(s) will collect and analyze new data on the urban forest, including tree inventory, health assessments, and environmental benefits.

#### *Deliverable:*

Data collection and analysis report, including updated tree inventory, health assessments, and analysis of environmental benefits.

### *Task 2.3: Development of Updated Plan*

Based on the assessment, stakeholder feedback, and data analysis, the consultant(s) will develop an updated Urban Forestry Tree Management Plan. The plan will include new goals, strategies, and actions for managing the urban forest and risk management and mitigation strategies. This could address potential challenges such as weather impacts, disease outbreaks, or other unforeseen issues that might affect the tree planting and maintenance process. In addition, there should be a clear plan for long-term maintenance and sustainability beyond the initial project period.

#### *Deliverable:*

Draft updated Urban Forestry Tree Management Plan, including new goals, strategies, and actions.

### *Task 2.4: Review and Refinement of Updated Plan*

The consultant(s) will present the draft updated plan to stakeholders for review and feedback. The Arborist will summarize data into a “State of the Forest” tree management plan and create charts and graphs to present to Village Forest Advisory Board and Village Board, including tree specifics, areas to focus on, and future planting sites. The Arborist will work with the Village Forest Advisory Board to

develop goals for the future of the “Community Forest” in the short, medium, and long-term. Based on this feedback, the consultant(s) will refine and finalize the plan.

*Deliverable:*

Final updated Urban Forestry Tree Management Plan, incorporating stakeholder feedback and refinements.

*Task 2.5 – Approval of Community Forest Management Plan*

Incorporating recommendations from Village representatives, the Consultant will create a complete Community Forest Management Plan that details the recommended processes and activities to conduct a multi-year tree management program. This plan will include, at a minimum, the following items:

- Executive Summary
- Tree Inventory analysis identifying management needs (i.e., pruning rotations, removal implementation, prioritization of workload)
- Planting plan to address the unique characteristics of the project location, including species diversity, erosion control, and other areas that could be impacted with planting and address local needs
- Budgets and work plans, including timelines and tasks, for long-term community forest care
- Recommendations for use of a community tree board and designation of activities
- List of reference materials used
- Glossary of terms used in the plan
- Relevant Appendices, such as species recommended for future planning

*Deliverable: Final Community Forest Management Plan*

Arborist will complete final edits and send to Village Forest Advisory Board and Village Board for their final revisions. After final edits, Community Forest Management Plan will be digitized by software used by the Arborist. The completed and approved Community Forest Management Plan, along with a report summarizing scope of work, determinations, and next steps, will be sent as part of grant reporting.

All work products including digital forms produced or created by the vendor due to or related to the performance of work or services under this solicitation will be property of the Village of Lancaster.

**TIMELINE**

The project timeline presented below will be refined with the selected consultant upon execution of contract.

August 30, 2024	4:00 P.M. deadline for proposal submission
Week of Sept 9, 2024	Selection and Notification of Consultant
Week of Sept 30, 2024	Kick-off meeting between Village and Consultant
November 30, 2024	Completion of Plan for Tree Sites and Species
Spring 2025	Season 1 Planting
Fall 2025	Season 2 Planting
Spring 2026	Season 3 Planting
Fall 2026	Season 4 Planting
Spring 2027	Season 5 Planting
Fall 2027	Season 6 Planting
Spring 2028	Season 7 Planting
March 2028	Submission of Draft Tree Management Plan to Village Board
April 2028	Submission of Final Tree Management Plan
May 30, 2028	Deadline for Project Completion

**PROPOSAL REQUIREMENTS**

The Consultant will demonstrate that the firm has relevant experience in performing projects of comparable value and scope to the type described in this RFP. Proposals for consideration must include the following information and documentation:

1. Overall firm profile(s) of the Consultant and any Subconsultant(s), including full contact information.
2. Identification of all team members who will be assigned to the project, their titles, applicable licenses and certifications, and resumes. *Consultant MUST submit proof of ISA certification for at least one arborist designated for on-the-ground participation in the project.* Include an organizational chart showing how the project team will operate internally and how it will liaise with the Village.
3. An overall description of the Consultant’s approach to meet the overall objectives of the Project, generally organized according to the format included in the Scope of Services. Include a description of any unique qualities your firm will employ while completing the project, as well as a proposed number of meetings with Village stakeholders to complete the required tasks.

4. A detailed timetable for the Project identifying completion of tasks, deliverables, and project milestones. Describe how the timely completion of tasks will be achieved. Final submission of approved documents is scheduled to occur no later than October 2024.

5. Descriptions of the firm’s projects in which they (a) managed a tree planting and maintenance project and/or (b) Updated and/or prepared community forestry management plan. Descriptions should include project locations, budget information, and completion dates.

6. References, including full contact information, from a minimum of three clients with similar projects.

7. A detailed schedule of fee estimates for each identified deliverable. The total project budget for all deliverables in this RFP has been set at \$46,754.

<b>Item for Bid</b>	<b>Cost per Hour (Rate)</b>	<b># of Hours</b>	<b>Total Bid (Rate x # of Hours)</b>
<b>Planning/Coordination of Sites and Tree Species</b>			
<b>Preparation of Bid Package for Purchasing Trees</b>			
<b>Weekly Inspections During Tree Planting</b>			
<b>Next Year Warranty Inspections</b>			
<b>Community Forest Management Plan</b>			
<b>Consultant in-person meetings</b> (kick off, interim, Village Board presentation)			
<b>CONTRACT TOTAL (MAX)</b>	n/a		

8. Proof that the Consultant is licensed to conduct business in the State of New York or a statement that the Consultant will take the necessary steps to achieve such certification.

9. Proof that the Consultant has the necessary workers' compensation and insurance certificates.

## **EVALUATION AND SELECTION CRITERIA**

All submitted proposals will be reviewed for the experience, qualifications, and completeness of proposal requirements identified in this solicitation. The selection and retention of a Consultant will be based on an evaluation of their ability to meet the following requirements for the services requested:

### **Project Understanding and Proposed Approach (40%)**

- Quality and comprehensiveness shown in the Consultant's proposed approach (15%).
- Extent of Consultant's demonstrated understanding of the project scope and objectives (15%).
- Creativity and originality of Consultant's proposal (10%).

### **Experience and Qualifications of the Project Team (45%)**

- Education, training, and experience of assigned personnel, including project manager (15%).
- Experience and quality of the team's relevant experience in completing similar projects (15%).
- Feedback of recent clients and the quality of Consultant references (10%).
- Extent to which Consultant has the personnel, equipment, and facilities to provide the requested services (5%).

### **Total Project Cost (15%)**

- Detail of budget (5%)
- Reasonableness of itemized and overall costs (10%).

## **PROPOSAL SUBMISSION**

Complete proposals, containing the respondent's name and return address, are **due by 4:00 PM local time on August 30, 2024.**

Proposals shall be delivered to:

**Michael E. Stegmeier  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086  
716-683-2105**

**From:** Thomas Marino (Buffalo) <Thomas\_Marino@ajg.com>  
**Sent:** Monday, July 22, 2024 3:22 PM  
**To:** Cyndi Maciejewski; Lynne T. Ruda; Mike Stegmeier  
**Cc:** Christine Wiktor  
**Subject:** Safety Committee Assistance Service Contract.  
**Attachments:** Client Services Agreement 2024-25.docx; Village of Lancaster CLIENT SERVICE AGREEMENT EXHIBIT A\_2024-25.pdf

Hello Cyndi,

As we discussed our service contract for assisting The Village of Lancaster's Safety Committee will expire at the end of next month. I think my work with the safety committee has been going well. If the village is interested in renewing the contract I have attached it for approval.

If you have any questions let me know,  
Tom

**Thomas Marino, CSP, ARM**  
Risk Control Specialist - Safety



Insurance | Risk Management | Consulting

D 716.651.4876  
thomas\_marino@ajg.com

**Gallagher**  
285 Delaware Avenue, Suite 4000  
Buffalo, NY 14202  
[www.ajg.com](http://www.ajg.com)

Arthur J. Gallagher Risk Management Services LLC.

## **CLIENT SERVICES AGREEMENT**

This Client Services Agreement (this “**Agreement**”) is made and entered into as of the first day of September, 2024 (the “**Effective Date**”) by and between Village of Lancaster, a New York municipality (“**Client**”), and Arthur J. Gallagher Risk Management Services, LLC, a Delaware limited liability company, and its licensed brokerage affiliates (“**Gallagher**”). Client and Gallagher shall each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the “**Services**”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

### **I. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and continue for a term of one (1) year (the “Initial Term”). This Agreement shall automatically renew on the first anniversary of the Effective Date and annually thereafter for consecutive additional periods of one (1) year each (each a “Renewal Term”). This Agreement may be terminated by either Party at any time upon thirty (30) days’ prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

### **II. SERVICES**

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client’s insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client’s failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client’s insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client’s risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client’s behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client’s policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client’s policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

D. Client has no obligation to purchase an insurance product through Gallagher.

### **III. COMPENSATION, TAXES AND FEES**

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives



fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Based on market increases including, but not limited to, inflation, labor, overhead, and other good faith increases in the cost to Gallagher to provide the Services, the fees for the Services shall be adjusted on the first day for each Renewal Term. For each Renewal Term, provided the Services remain substantially similar to those provided in this Initial Term, the fees for the Services shall be increased zero (0%) percent over the prior year.

C. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

D. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

#### **IV. ADDITIONAL COMPENSATION AND FEES**

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher may receive additional compensation from insurance carriers in the form of contingent and supplemental commissions, bonus commissions, overrides or expense reimbursements. Any such fees or commission will not constitute compensation to Gallagher per Section III above.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

#### **V. CONFIDENTIALITY & DATA PRIVACY**

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees

that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

## **VI. DISPUTE RESOLUTION**

A. In the event a dispute between the Parties arising out of or relating to this Agreement or the relationship created by this Agreement ("**Dispute**"), the Parties agree to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, the Parties agree to binding arbitration. The Parties waive any and all rights they may have to commence litigation in court to resolve a Dispute, and specifically waive any and all rights to pursue relief by class action or mass action in court or through arbitration. For the avoidance of doubt, consistent with the provisions that follow, the Parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by this Agreement.

B. A Party wishing to assert a Dispute shall do so by providing a written notice ("**Notice**") of the claim to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures, unless specifically excluded under Section VI.A of this Agreement. All Dispute resolutions shall take place in Chicago, IL, unless otherwise agreed by the Parties. The Parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorney fees. All matters will be before neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes, which may be based in legal practice, insurance company or insurance brokerage practice, or a combination thereof.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a Memorandum of Understanding signed by both Parties and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either Party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) shall be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither a Party nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both Parties.

## **VII. LIABILITY LIMITATIONS**

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, punitive damages or for any attorneys' fees other than as described in Section VIII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

## **VIII. MISCELLANEOUS**

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on

the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in Cook County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ARTHUR J. GALLAGHER RISK  
MANAGEMENT SERVICES, LLC**

**VILLAGE OF LANCASTER**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## EXHIBIT A

The following outlines Services provided by Gallagher over the term of this Agreement:

- Use its best efforts to secure the following lines of insurance coverage on Client's behalf:
  - List of Insurance Placements & Fees:
    - Cyber N/A \_\_\_\_\_
    - D&O N/A \_\_\_\_\_
    - Property N/A \_\_\_\_\_
- Work with Client to prepare comprehensive underwriting data and criteria for insurance carrier negotiations.
- Formally present coverage submissions to agreed upon insurance carrier(s) and negotiate terms on behalf of Client.
- Summarize the results of executing the marketing strategy developed with Client and communicate program recommendations.
- Provide consultation to Client on exposures, existing coverage, and the desirability and/or feasibility of potential program changes, retention and data analysis as recommended by Gallagher.
- Request change endorsements, when requested by the Client or when otherwise necessary, ensuring accuracy and delivery in a timely manner.
- Administration of insurance program (only if applicable), including policy review and issuance, invoicing, coordination and/or issuance of required documentation, i.e., automobile identification cards, certificates of insurance, and other program administration, as required by the Client.
- Review accounting and billing data; audit information from insurance carriers to ensure accuracy.
- Other Services:
  - Risk Control Services Fee \$8250.00 9/1/2024-8/30/2025
    - Loss control consultation with Village of Lancaster Safety Committee
  - Certificate Tracking Fee N/A

RESOLUTION # 4  
MEETING DATE 8/12/2024



# Village of Lancaster

**Municipal Building**  
**5423 Broadway**  
**Lancaster, NY 14086**  
Telephone: (716) 683-2105  
Facsimile: (716) 684-4830  
[www.lancastervillage.org](http://www.lancastervillage.org)

August 12, 2024

To: NYS Dept of Health  
Bureau of Emergency Medical Services

Re: Statement of authority to provide public EMS

This is to serve notice that the Village of Lancaster Board of Trustees has granted authority to the Lancaster Fire Department to provide emergency medical care, as defined by Article 30 of NYS Public Health Law, to the Village of Lancaster. Response is on a regular and ongoing basis and is dispatched by Lancaster Fire Control that is operated by the Town of Lancaster Police Department.

The Village of Lancaster Board of Trustees understands it assumes all liability, to the extent permissible by law, for granting operational authority for such EMS response within its jurisdiction and requests the issuance by NYS Department of Health an EMS Agency ID code to the Lancaster Fire Department.

Signed,

Lynne T. Ruda  
Mayor

AGREEMENT BETWEEN  
University Emergency Medical Services  
AND  
~~Lancaster Village~~

This Agreement is made and entered into at Buffalo, New York, as of August 15, 2024 (“Effective Date”), by and University Emergency Medical Services, Inc., d/b/a UB|MD Emergency Medicine, 77 Goodell Street – Suite 340 Buffalo NY 14203 hereinafter referred to as “UB|MD”, and Lancaster ~~Village~~ Fire Department, 5423 Broadway Lancaster, NY 14086 hereinafter referred to as “THE AGENCY”.

WHEREAS, THE AGENCY desires to obtain the services of a physician to provide Medical Director services for its emergency medical services (EMS) program; and

WHEREAS, UB|MD agrees to provide these professional services upon and subject to the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, THE AGENCY and UB|MD do hereby agree as follows:

1. **Physician Coverage.**

a. **Professional Medical Services** – UB|MD agrees to provide THE AGENCY with the medical oversight services of a qualified physician employee of UB|MD, hereinafter referred to as “Physician” or “Medical Director”, to serve as the EMS medical director for THE AGENCY. The Physician serving as Medical Director will be jointly agreed upon by THE AGENCY and UB|MD, and it is hereby agreed that the Physician providing such services for THE AGENCY shall be Andrew R Poreda, MD. The Physician shall have those duties as outlined on Attachment A, attached hereto and incorporated by reference to this Agreement. Any modifications or additions to the duties defined in Attachment A must be set forth in an amendment and signed by both parties. The duties of Physician shall commence on the Effective Date. In the event Physician is unavailable due to illness, vacation or an emergency, UB|MD shall substitute the Physician with the services of another qualified physician. Should the Physician be unable to serve as Medical Director of the Agency for any reason for a period of thirty (30) days or more, UB|MD shall provide a substitute physician on a temporary or permanent basis to serve as Medical Director, and the selection of such physician shall be mutually agreed upon by UB|MD and THE AGENCY.

b. **Relationship of the Parties and Their Employees** – UB|MD shall, in carrying out the responsibilities and obligations of this Agreement, be and perform at all times, and in all respects, as an independent contractor providing Medical Director services. This Agreement is not intended to create any partnership, joint venture or agency relationship between THE AGENCY and UB|MD. Furthermore, except as provided herein and to the extent that UB|MD and Physician are governed by THE AGENCY’s bylaws, rules, regulations, policies and procedures, UB|MD and Physician shall not be under the direction or supervision of THE AGENCY in the performance of their professional responsibilities. Nothing herein shall be construed to create an employer/employee relationship between THE AGENCY and Physician or between THE AGENCY and UB|MD or UB|MD’s employees or professional subcontractors. Physician, UB|MD and UB|MD’s employees or professional subcontractors shall not be eligible for any employee benefit programs of THE AGENCY nor shall they have any claim under this Agreement or otherwise against THE AGENCY for vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation, disability or unemployment insurance benefits, or any other employee benefits of any kind.

c. Nothing in this Agreement will be construed to (i) require THE AGENCY to refer patients to or otherwise generate business for UB|MD or Physician; or (ii) to require THE AGENCY to refer patients to or otherwise generate business for UB|MD or Physician. THE AGENCY, UB|MD and the Physician will at all times comply with all applicable state and federal laws relating to healthcare practitioner referrals and the generation of business by and between them.

d. Physician, as Medical Director for THE AGENCY, shall not provide direct clinical services for THE AGENCY or its employees, agents or representatives. The Medical Director duties, as set forth in Attachment A, are limited to administrative rather than clinical duties.

2. THE AGENCY shall have those duties as outlined in Attachment B, attached hereto and incorporated by reference.

3. Compensation. THE AGENCY shall compensate UB|MD annually for the services of Physician as agreed to in Attachment C, attached hereto and incorporated by reference.

4. Ultimate Responsibility of THE AGENCY for Compliance with State, Local, and Federal guidelines in accordance with HIPPA practices.

- a. Notwithstanding any other provision in this Agreement, THE AGENCY remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local statutes, rules, and regulations.
- b. THE AGENCY shall ensure adherence by THE AGENCY's employees to the directives of Physician as Medical Director.
- c. THE AGENCY shall notify UB|MD and Physician of any federal, state or accrediting organization's investigation of THE AGENCY that may involve UB|MD or Physician, and shall provide UB|MD and Physician an opportunity to participate and approve of any responses to such investigation.

5. Term of Agreement. This Agreement shall become effective on the Effective Date and shall continue in effect for a period of one year. This Agreement may be renewed upon such terms as mutually agreed upon in writing.

6. Termination.

- a. This Agreement may be terminated at any time upon the mutual written consent of the parties.
- b. Either party may terminate this Agreement without cause upon 90 days prior written notice.
- c. UB|MD may, at its option, terminate this Agreement immediately in the event of the loss, suspension or non-renewal of any license or other certificates held by THE AGENCY or upon notice that THE AGENCY is not in compliance with applicable laws and regulations. Any egregious action will cause this agreement to terminate upon 10 days' written notice.
- e. Either party may terminate this Agreement for cause upon 60 days prior written notice. Cause is hereby defined as the failure by a party to fulfill its obligations and responsibilities under this Agreement, thereby resulting in a substantial breach of the Agreement. The termination notice shall include specific details outlining the other's party's failure to fulfill its obligations and responsibilities under this Agreement and shall include the proposed termination date. Failure to cure such breach within the 60-day notice period shall result in an automatic termination of this Agreement. A cure of such breach within the 60-day notice period shall cancel the termination notice and this Agreement shall continue in effect.
- f. Upon termination, THE AGENCY's liability for payment to UB|MD for Physician's contracted services shall cease, except that THE AGENCY shall compensate UB|MD for all services provided prior to the effective date of termination of this Agreement.

7. Insurance. During the term of this Agreement, UB|MD shall cause Physician to maintain professional liability coverage in the amount of not less than \$1.3 million for each claim and \$3.9 million for the aggregate. In addition, during the term of this Agreement, THE AGENCY agrees to name UB|MD and Physician on any general liability insurance policy and/or self-insurance program that THE AGENCY maintains.

8. Indemnification.

a. THE AGENCY shall indemnify, defend (at UB|MD request), and hold harmless the Physician and UB|MD, its employees, and agents at all times during and after the terms of this Agreement, against each and every claim, demand, loss, liability, damage or expense (including without limitation, any settlement payment, reasonable legal fees and other expenses incurred in litigation or settlement of any claims) of whatever nature, arising from or in any way connected with a breach by THE AGENCY of any term or condition contained in this Agreement or the negligent or intentional acts of THE AGENCY, its directors, officers, employees, agents, or independent contractors acting on its behalf, including but not limited to any actions involving the termination, suspension, or discipline of any employee of THE AGENCY.

b. UB|MD shall indemnify, defend (at THE AGENCY's request), and hold harmless THE AGENCY, its employees and agents, at all times during and after the term of this Agreement, against each and every claim, demand, loss, liability, damage or expense (including without limitation, any settlement payment, reasonable legal fees and other expenses incurred in litigation or settlement of any claims) of whatever nature, arising from or in any way connected with a breach by UB|MD or Physician of any term or condition contained in this Agreement or the negligent or intentional acts of Physician or UB|MD, its directors, officers, employees, agents, or independent contractors acting on its/their behalf, including but not limited to any actions involving the termination, suspensions, or discipline of any UB|MD employee. Notwithstanding the above, UB|MD's obligation to indemnify, defend and hold THE AGENCY harmless shall not extend to any claim, demand, loss, liability, damage or expense arising from or in any way connected with the administrative services provided by Physician.

9. Patient/Insurance Billing. As none of the medical director activities are billable in UB|MD's or the Physician's name, neither UB|MD nor Physician shall be entitled to bill or collect for the medical director services provided herein.

10. Notices. All notices, requests, demands and other communications that are required or may be given under this Agreement shall be in writing and delivered by personal delivery, or sent by certified mail and shall be addressed in the case of UB|MD to Jeremy Juliano, Administrator, UB|MD Emergency Medicine, 77 Goodell Street – Suite 340 Buffalo NY 14203 and in the case of THE AGENCY to Scott Kuhlmeier, Lancaster Village Fire Department, 5423 Broadway, Lancaster NY 142086.

11. Records/Confidentiality.

a. Maintenance of Records. The parties shall maintain complete and accurate books and records concerning the medical director services provided hereunder. All business and administrative files, notes and records created by Physician in the performance of his/her medical director services shall belong to and remain the property of THE AGENCY and remain the property of THE AGENCY throughout the term of, and following termination of, this Agreement. All patient medical records, case histories, films, files and other patient notes and records created or reviewed by Physician in the performance of his/her medical



director services (“Patient Records”) shall belong to and remain the property of THE AGENCY and remain the property of THE AGENCY throughout the term of, and following termination of, this Agreement.

b. Access to Records. During the term of and following termination of this Agreement, UB|MD and THE AGENCY shall, to the extent permitted under applicable laws governing the confidentiality of Patient Records, have access to the other’s Patient Records upon reasonable prior written notice to the other party and may request a copy (to be made at the requesting party’s sole expense) of such Patient Records.

c. Confidentiality. The parties agree to maintain the privacy, security and confidentiality of all information, including all patient medical records, charts, and related information, transmitted, received through or maintained in connection with the services provided pursuant to this Agreement, in accordance with (i) all applicable statutes and regulations, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title II, Subtitle F, and regulations from time to time promulgated thereunder (“HIPAA”), and (ii) the protocols, rules, policies and other requirements of THE AGENCY and any accrediting agencies, licensors and authorities that are applicable to the parties.

d. Business Associate Agreement. The parties shall execute the Business Associate Agreement attached hereto as Attachment D regarding the use and disclosure of Protected Health Information as defined in HIPAA.

## 12. Miscellaneous Provisions.

a. Assignment. Neither THE AGENCY nor UB|MD shall have the right to assign their respective rights and obligations hereunder without the written consent of the other party. Any attempt to assign this Agreement without the appropriate written consent shall be immediately void. Notwithstanding the above, this Agreement shall be binding upon and inure to the benefit of UB|MD and THE AGENCY and their respective legal representatives, successors, and assigns.

b. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other Agreements, either oral or in writing, among the parties with respect to the subject matter hereof. No change or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

c. Waiver of Provisions. Any waiver of any term or condition hereof must be in writing and signed by the parties hereto. The waiver of any term or condition of this Agreement shall not be construed as a future waiver of such term or condition or as a waiver of any other term or condition hereof.

d. Governing Law; Venue. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Any such action arising hereunder shall be venued in the Supreme Court of the State of New York, County of Erie.

e. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

f. Contract Modifications for Prospective Legal Events. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel of THE AGENCY and UB|MD in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or

regulations, THE AGENCY and UB|MD shall amend this Agreement as necessary so as to fully comply with such state or federal laws or regulations as so interpreted.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.

h. Authority to act as Agent. Neither THE AGENCY nor UB|MD are authorized to act as agent for the other or incur any liability or dispose of any assets in the name of or on behalf of the other unless provided in this Agreement or specifically authorized by the party which would be responsible for the obligation.

i. Execution of Agreement. The undersigned represent that they have executed this Agreement with the full authority of their respective governing bodies, and nothing contained herein shall cause any of the parties to be in violation of other pre-existing agreements, federal or state laws or regulations.

j. Force Majeure. UB|MD shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond UB|MD's control, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotion's, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

k. Headings. The paragraph headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

l. UB|MD is not a New York State agency. THE AGENCY hereby acknowledges that UB|MD is not a New York State agency and neither UB Associates, Inc. nor The State University of New York is liable for any of UB|MD's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year noted above.

UB|MD

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Robert McCormack, MD  
Title: President, UB|MD Emergency Medicine

~~Lancaster Village~~

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Lynne Ruda  
Title: Mayor

## ATTACHMENT A

Professional Services as Medical Director – UB|MD hereby agrees to provide THE AGENCY with the professional services of a qualified Emergency Medicine physician (hereinafter referred to as “Medical Director”) to act as medical director for THE AGENCY. The Medical Director hereby shall:

- Provide medical direction as outlined in the current DOH Bureau of Emergency Services Policy Statement and oversight of THE AGENCY’s emergency medical services, hereinafter referred to as “EMS.”
- Be Medical Director of record for THE AGENCY as required by 10 NYCRR Part 800.5(a) (1) and Part 80.136(a)(2) and perform duties associated therewith and as required by New York law.
- Be Medical Director of record for THE AGENCY as required by accreditation authorities, if applicable.
- Monitor quality of care through oversight of and participation in THE AGENCY’s Quality Assurance Program and provide recommendations to THE AGENCY management to improve the Quality Assurance Program.
- Oversee the clinical care of special operations units and teams.
- Provide input and review of all approved clinical policies.
- Review and evaluate, as appropriate, the clinical practice of EMS providers.
- Per NYS regulations, review and approve EMS providers participating in the New York State Continuing Medical Education Recertification Program.
- Recommend topics for EMS provider medical training and education.
- Supervise compliance to EMS standards for THE AGENCY’s EMS training programs
- Maintain liaison with the medical community including, but not limited to, hospitals, emergency departments, physicians, out-of-hospital providers, and nurses.
- Medical director, on behalf of THE AGENCY will have authority to:
  - Recommend certification, recertification, and decertification of non-physician out-of-hospital personnel to the appropriate certifying agency.
  - Establish, implement, revise, and authorize the use of system-wide protocols, policies, and procedures for all patient care activities from dispatch through triage, treatment, transport, and/or non-transport.
  - Establish criteria for level of minimal initial emergency response.
  - Establish the procedures or protocols under which non-transport of patients may occur.
  - Require education and testing to the level of proficiency approved for all active department Emergency Medical Technicians
  - Remove a provider from medical care duties for due cause, using an appropriate review and appeals mechanism.
  - Set or approve standards for equipment used in patient care.

## ATTACHMENT B

THE AGENCY hereby agrees to assume the following obligations and responsibilities to enable the Medical Director to accomplish his / her duties. THE AGENCY shall:

- Comply with all state, federal, and local regulations and laws pertaining to the delivery of EMS care, including but not limited to: 1) 10 NYCRR Part 800; 2) 10 NYCRR Part 80.136; 3) 10 NYCRR Part 18; 4) Article 30 of the Public Health Law; 5) policies and protocols of the Wyoming-Erie Regional EMS Council and Regional EMS Advisory Committee.
- Notwithstanding any other provision in this Agreement, THE AGENCY remains responsible for ensuring that any service it provides complies with all pertinent provisions of federal, state, and local statutes, rules, and regulations.
- Forward immediately to the Medical Director for information copies of any and all complaints, notifications, summons, subpoenas, letters and communications of any nature received which in any way bears upon the clinical competence of any EMS provider in THE AGENCY.
- Provide the Medical Director with a copy of all reports concerning quality of medical care as it relates specifically to the services provided by Medical Director.
- Provide the Medical Director with a copy of all reports concerning dispatch of emergency services, medical complaints, dispatch times as related to the compliance and adherence to THE AGENCY's contracts for private ambulance service.
- Notify the Medical Director of any federal, state or accrediting agency or organization's investigation of THE AGENCY that may involve the Medical Director and provide the Medical Director an opportunity to participate and review any responses to such investigation.
- Maintain a patient care record (PCR) for each patient receiving care and submit each record as required for use in regional quality assurance programs; make these records available to the medical director when requested.
- Monitor the activities of each provider and keep accurate certification, training, and quality assurance records, which shall be made available to the Medical Director upon request.
- Ensure compliance with all standards and protocols and other requirements of THE AGENCY and initiate appropriate disciplinary action for any provider of THE AGENCY who fails to adhere to THE AGENCY's clinical standards, policies, and protocols.
- Be responsible for the transmission of all communications from the Medical Director to all providers of THE AGENCY.
- Retain responsibility for implementation of the Medical Director's recommendations regarding quality assurance.
- Retain responsibility for all provider's training and education and employee-related actions such as suspensions, terminations or reprimands.

## ATTACHMENT C

THE AGENCY hereby agrees to compensate UB|MD for the services described and provided by the Medical Director as outlined in Attachment A. THE AGENCY shall:

- Pay UB|MD an annual amount of \$2000
  - To be paid in one equal installments of \$2000(USD). With the first invoice on the effective date and every 12 months thereafter.
  - Invoice to be sent on August 15, 2024.

## ATTACHMENT D

### HIPAA Business Associate Agreement

This Business Associate Agreement (“Agreement”) is effective as of August 15, 2024 between University Emergency Medical Services, Inc. (“Covered Entity”) and Lancaster Village Fire Department (“Business Associate”).

#### RECITALS

- I. Covered Entity is a New York not-for-profit corporation with a principal place of business at 77 Goodell Street, Suite 340, NY 14203.
- II. Business Associate is a volunteer fire/EMS company located at 5423 Broadway, Lancaster NY 14086
- III. Covered Entity, as a Covered Entity under the Health Information Portability and Accountability Act of 1996 (“HIPAA”) is required to enter into this Agreement to obtain satisfactory assurances that Business Associate, a Business Associate under HIPAA, will appropriately safeguard all Protected Health Information (“PHI”) as defined herein, disclosed, created or received by Business Associate on behalf of Covered Entity.
- IV. Covered Entity desires to engage Business Associate to perform certain functions for, or on behalf of, Covered Entity involving the disclosure of PHI by Covered Entity to Business Associate, or the creation or use of PHI by Business Associate on behalf of Covered Entity, and Business Associate desires to perform such functions.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

- A. Definition of Terms.
  1. Agreement means this Business Associate Agreement.
  2. Business Associate shall have the meaning given to such term in 45 C.F.R. Section 160.103.
  3. C.F.R. shall mean the Code of Federal Regulations.
  4. Designated Record Set shall have the meaning given to such term in 45 C.F.R. Section 164.501.
  5. Covered Entity shall have the meaning given to such term in 45 C.F.R. Section 160.103.
  6. Privacy Laws shall mean HIPAA and any applicable state laws affecting or regulating the privacy of health information.
  7. Protected Health Information “PHI” shall have the meaning given to such term in 45 C.F.R. Section 164.501.

Capitalized terms used in this Agreement but not otherwise defined herein shall have the same meaning as ascribed to them in HIPAA.

B. Obligations of Business Associate.

1. Permitted Uses and Disclosures. Business Associate may not use or disclose PHI received or created pursuant to this Agreement except as set forth in Exhibit A to the Agreement.
2. Business Associate's Operations – Permitted Uses of PHI. Business Associate may use the PHI it receives in its capacity as a Business Associate for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities.
3. Business Associate's Operations – Permitted Disclosures of PHI. Business Associate may disclose the PHI it obtains in its capacity as a Business Associate if such disclosure is necessary for the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, and:
  - a. The disclosure is required by law; or
  - b. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate (and Business Associate in turn notifies Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached; and
  - c. Except for treatment disclosures, the Business Associate and its agents disclose only the amount of PHI reasonably necessary to achieve the purpose of the disclosure
4. Access to PHI by Individuals. Business Associate shall cooperate with Covered Entity to fulfill all requests by individuals for access to the individual's PHI that are approved by Covered Entity. Business Associate shall cooperate with Covered Entity in all respects necessary for Covered Entity to comply with 45 C.F.R. Section 164.524. If Business Associate receives a request from an individual for access to PHI, Business Associate immediately shall forward such request to Covered Entity. Covered Entity shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an individual for access to PHI. If Business Associate maintains PHI in a Designated Record Set on behalf of Covered Entity, Business Associate shall permit any individual, upon notice by Covered Entity, to access and obtain copies of the individual's PHI in accordance with 45 C.F.R. Section 164.524. Business Associate shall make the PHI available in the format requested by the individual and approved by Covered Entity, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format. Business Associate may not charge the individual any fees for such access to PHI. Covered Entity shall reimburse Business Associate a portion of the fee charged by Covered Entity to the individual that is proportional to the amount of PHI produced by Business Associate in relation to the amount of PHI produced by Covered Entity.
5. Access to Business Associate's Books and Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with the HIPAA laws and regulations. Upon reasonable notice to Business Associate and during Business Associate's normal business hours, Business Associate shall make such internal practices, books and records available to Covered Entity to inspect for purposes of determining compliance with this Agreement. Additionally, Business Associate shall be subject to audits by the Secretary to ensure they comply with Subtitle D (Privacy) of Pub.L. 111-5 as well as 45 CFR 164 subparts C and E.
6. Amendment of PHI. As directed and in accordance with the time frames specified by Covered Entity, Business Associate shall incorporate all amendments to PHI received from Covered Entity. Within five (5) business days following Business Associate's amendment of PHI as directed by Covered Entity, Business Associate shall provide written notice to Covered Entity confirming that Business Associate has made the amendments to PHI as directed by Covered Entity and containing any other information as may be

necessary for Covered Entity to provide adequate notice to the individual in accordance with 45 C.F.R. Section 164.526.

7. Disclosure Accounting. In the event that Business Associate makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. Section 164.528, Business Associate promptly shall report such disclosures to Covered Entity. The notice by Business Associate to Covered Entity of the disclosure shall include the name of the individual and Covered Entity affiliation to whom the PHI was disclosed and the date of the disclosure. Business Associate shall maintain a record of each such disclosure, including the date of the disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. Business Associate shall maintain this record for a period of six (6) years and make available to Covered Entity upon request in an electronic format so that Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. Section 164.528.
8. Security Safeguards. Business Associate shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI. The following sections of title 45 of the Code of Federal Regulations (“HIPAA Security Standards”) shall also apply to Business Associate in its capacity as a business associate:
  - 45 CFR 164.308 (Administrative Safeguards); 45 CFR 164.310 (Physical Safeguards); 45 CFR 164.312 (Technical Safeguards); and 45 CFR 164.316 (Policies and Procedures and Documentation Requirements).
9. Reporting and Mitigating Unauthorized Uses and Disclosures of PHI.
  - a. Immediately upon notice to Business Associate, Business Associate shall report to Covered Entity any breaches of unsecured PHI as well as any uses or disclosures of PHI not authorized by this Agreement. The report shall include the name of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach. Such reports shall be submitted within two (2) business days of when Business Associate becomes aware of such breach and shall contain such information as Business Associate reasonably believes is required for Covered Entity to further investigate.
  - b. If Business Associate knows of a pattern of activity or practice that constitutes a material breach or violation of Business Associate’s obligations under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable. If Business Associate is unable to cure the breach or end the violation, Business Associate shall inform Covered Entity, and Covered Entity shall either: (i) terminate the contract or arrangement, if feasible; or (ii) if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services.
  - c. Business Associate shall also provide such assistance and further information as reasonably requested by Covered Entity. Business Associate shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.
10. Affiliates, Agents, Subsidiaries and Subcontractors. Business Associate shall require that any agents, affiliates, subsidiaries or subcontractors, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agree in writing to the same use and disclosure restrictions imposed on Business Associate by this Agreement.
11. Ownership of Information. All PHI shall be deemed owned by the Covered Entity unless otherwise agreed in writing. During the term of this Agreement, Business Associate and any authorized subBusiness Associates shall have the right to use the PHI solely for the purposes of this Agreement. Business Associate and its agents shall not have the right to de-identify the PHI unless agreed in writing.



12. **Sale of PHI.** Unless approved by Covered Entity, consistent with the exceptions set forth in Pub.L. 111-5 Section 13405(d)(2), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless Covered Entity has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual.
13. **Marketing.** Unless approved in writing, in advance, by Covered Entity, Business Associate shall not directly or indirectly perform marketing to Covered Entity patients using PHI that was either provided by Covered Entity, or created or otherwise acquired by Business Associate on behalf of Covered Entity.

C. Obligations of Covered Entity.

1. Covered Entity shall inform Business Associate of any of the following changes which affect Business Associate: changes to its Notice of Privacy Practices that affect Business Associate, new or changed authorizations, restrictions on use of PHI agreed to by the Covered Entity.

D. Term and Termination.

1. **Term.** This Agreement shall be for a term of one year, commencing on August 15, 2024 and ending on August 15, 2025 (the "Initial Term"). This Agreement shall automatically renew for successive one year periods ("Renewal Term") unless one party notifies the other party of its intent not to renew in writing within sixty (60) days prior to the end of the Initial Term or any Renewal Term.
2. **Termination by Breach.** Covered Entity, at its sole option and without an opportunity to cure, immediately may terminate this Agreement without further liability if Covered Entity determines that Business Associate has violated a material term of this Agreement related to the protection or security of the PHI.
3. **Termination Without Cause.** Either party to this Agreement may terminate the Agreement upon provision of ninety (90) days prior written notice.
4. **Termination With Cause.** Either party may terminate this Agreement if the other has a receiver or trustee appointed for any or all of its property, becomes insolvent or otherwise is unable to pay its debts as they mature, makes an assignment for benefit of creditors, becomes subject to bankruptcy proceedings or is dissolved or liquidated.
5. **Effects of Termination; Disposal of PHI.** Upon termination of this Agreement, all service agreements in effect between Business Associate and Covered Entity shall immediately terminate and Business Associate shall recover all PHI that is in the possession of Business Associate's agents, affiliates, subsidiaries or subBusiness Associates. Business Associate shall return to Covered Entity or destroy all PHI that Business Associate obtained or maintained pursuant to this Agreement on behalf of Covered Entity. If the parties agree at that time that the return or destruction of PHI is not feasible, Business Associate shall extend the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Business Associate to recover all PHI in the possession of Business Associate's agents, affiliates, subsidiaries or subBusiness Associates, Business Associate shall provide written notice to Covered Entity regarding the nature of the unfeasibility and Business Associate shall require that its agents, affiliates, subsidiaries and subBusiness Associates agree to the extension of all protections, limitations and restrictions required of Business Associate hereunder.
6. **Mitigating Effects of Termination.** In the event of termination of this Agreement, the parties agree to work together to effectuate a smooth transition for both parties and continuous protection of the PHI disclosed to or maintained by Business Associate.

E. Miscellaneous.

1. **Business Associate's Compliance with HIPAA.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA regulations will be

adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

2. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Services, return receipt requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

Covered Entity: University Emergency Medical Services, Inc.  
77 Goodell Street Suite 340  
Buffalo, NY 14203  
Attention: Jeremy Juliano, Administrator

Business Associate: Lancaster Village Fire Department  
5423 Broadway  
Lancaster, NY 14086  
Attention: ~~Scott Kuhlmeier~~

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

3. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to Agreement, Covered Entity shall notify Business Associate of any actions it reasonably deems are necessary to comply with such changes, and Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, either party may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.
4. Amendments. By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing and such written modifications signed by the parties shall be attached to and become part of this Agreement.
5. Severability and Survival. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. The obligations of the parties to the PHI shall survive the termination of this Agreement.
6. Counterparts. This Agreement may be executed in counterparts, any of which is considered to be an original agreement.
7. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the HIPAA laws and regulations. All other aspects of this Agreement shall be governed under the laws of the State of New York and venue for any actions relating to this Agreement shall be proper in Erie County, New York.
8. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.

9. Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Assistance in Litigation or Administrative Proceedings.
  - a. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.
  - b. If a disclosure of PHI is required by law, Business Associate shall notify Covered Entity in advance to provide the Practice an opportunity to intervene and object (unless such notice is itself prohibited by law).
12. Insurance. Business Associate shall maintain a minimum of one million dollars (\$1,000,000) of general liability insurance to cover the risks related to this Agreement and shall, upon request, provide a copy of such policy to the Covered Entity.
13. Injunction. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof by Business Associate, without any bond or other security being required and without the necessity of demonstrating actual damages.
14. Indemnification. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement.
15. Intent to Comply with Laws. This Agreement shall be construed consistently with all Privacy Laws and in favor of the protection of PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of September 1, 2021

COVERED ENTITY

BUSINESS ASSOCIATE

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: Jeremy Juliano  
 Title: Administrator

By: \_\_\_\_\_  
 Printed Name: Lynne Ruda  
 Title: Mayor

