

**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: October 7 (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. – CDBG Application 2025-26 Program Year
- X 11. MISCELLANEOUS
- X 12. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING**

**MONDAY, NOVEMBER 25, 2024**

**NOTE – November 11th Meeting Cancelled Due to Veteran’s Day Holiday**

**VILLAGE OF LANCASTER  
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Board of Trustees passed a resolution at their September 23, 2024 Village Board meeting to conduct a public hearing in the Council Chambers of the Lancaster Municipal Building, 5423 Broadway, Lancaster, New York on Monday, October 28, 2024, at 7:15 p.m. regarding the use of Federal Community Development Funds in the Village of Lancaster.

The Village of Lancaster is eligible for a Federal Community Development grant under Title I of the Housing and Community Development Act of 1974, as amended.

The purpose of this hearing is to provide an opportunity for citizens to express community development and housing needs and to discuss possible projects which would benefit low and moderate income persons in the Village of Lancaster.

Citizens are urged to attend this meeting to make known their views and/or written proposals on the Village of Lancaster's selection of potential projects to be submitted for possible funding by the Federal Community Development Grant Program.

The hearing will also present a review of prior Community Development projects and expenditures and a discussion of eligible activities. The meeting room is wheelchair accessible. Those needing special arrangements should call the Village Clerk's office at 716-683-2105 by Wednesday, October 23rd.

Michael E. Stegmeier  
Village Clerk

**SUGGESTED RESOLUTION  
AUTHORIZING RESOLUTION**

At a meeting of the \_\_\_\_\_  
(Name of Municipality)

Board/Council held on \_\_\_\_\_, the Board/Council  
(Date)

authorized \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

to sign, submit and execute a contract with Erie County Community Development Block Grant (ECCDBG) program for the following project(s) upon approval of ECCDBG:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Town/City/ Village/ Clerk

\_\_\_\_\_  
Notary

**Please attach a copy of Public Hearing Notice**

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

Assistant Fire Chief Tom Kukoleca led the pledge to the flag.

<b>MEETINGS TO DATE</b>	<b>16</b>
<b>NO. OF REGULARS</b>	<b>13</b>
<b>NO. OF SPECIALS</b>	<b>3</b>

Attendance:		<u>Attended / Absent</u>
<b>Lynne T. Ruda</b>	<b>Mayor</b>	16 / 0
<b>Cynthia A. Maciejewski</b>	<b>Trustee/ Deputy Mayor</b>	15 / 1
<b>Tammie E. Malone Schaefer</b>	<b>Trustee</b>	16 / 0
<b>John Mikoley</b>	<b>Trustee</b>	16 / 0
<b>William C. Schroeder</b>	<b>Trustee</b>	14 / 0

Also Present:	
<b>Arthur A. Herdzyk</b>	<b>Village Attorney</b>
<b>Michael E. Stegmeier</b>	<b>Clerk-Treasurer</b>
<b>Wayne Cisco</b>	<b>Superintendent of Public Works</b>
<b>Thomas Kukoleca</b>	<b>Fire Chief – Assistant 9-2</b>
<b>Gavin O’Brien</b>	<b>175<sup>th</sup> Anniversary Committee Chairperson</b>
<b>Captain Jeff Smith</b>	<b>Town of Lancaster Police Department</b>

Mayor Ruda opened the meeting with comments regarding former Village of Depew Trustee Audrey Hamernik who passed away this weekend. Audrey served the local community in many ways over the years and was instrumental in the transformation and opening of the Depew Community Center. Her efforts and presence in the community will be sorely missed.

**ACCEPTANCE OF MINUTES**

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to accept the minutes of the September 23, 2024, regular meeting.

Adopted Resolution: **292**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to accept the minutes of the September 28, 2024, special meeting.

Adopted Resolution: **293**      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 9/24/2024 to 10/7/2024.

Further, that the report of the Finance Committee be accepted from the abstract of the audited vouchers, a total of 94 claims were approved, and that all claims were paid against the:

<b>GENERAL FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>155,054.55</b>
<b>SEWER FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>20,031.54</b>
<b>TRUST FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>1,345.99</b>
<b>CAPITAL FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>EQUIPMENT RESERVE -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>COMMUNITY DEVELOPMENT -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>SPECIAL REPAIR RESERVE FUND -----</b>	<b>in the amount of</b>	<b>\$</b>	<b>--</b>
<b>For the period from</b>		<b>9/10/2024</b>	<b>To 9/23/2024</b>

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

- General Fund checks # 92112 through # 92189
- Sewer Fund checks # 12156 through # 12161
- Trust Fund checks # 2587 through # 2588

Adopted Resolution: **294**      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, inspections, and open complaints that were filed for properties within the Village of Lancaster from September 13, 2024 – October 4, 2024.

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

Adopted Resolution: **295**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

2) Correspondence from Lancaster Fire Department Ladies Auxiliary providing a Special Events Application for its Children’s Halloween Parade and Party to be held on Wednesday, October 30, 2024, from 6:30 p.m. to 9:00 p.m.

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

Adopted Resolution: **296**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

3) Correspondence from Lancaster Fire Department providing a Special Events Application for its Fill the Boot event to be held on Saturday, October 12, 2024, from 9:00 a.m. to 1:00 p.m. at various intersections in the Village of Lancaster.

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

Adopted Resolution: **297**      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 4) Correspondence from Greater Lancaster Museum of Firefighting providing a Special Events Application for its 17<sup>th</sup> Annual Christmasville Fire Truck Parade to be held on Saturday, November 30, 2024, starting at 6:00 p.m. along Central Avenue and West Main Street.

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

Adopted Resolution:     **298**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 5) Correspondence from Ava Beckman and Bianca Kosmoski, Co-Chairs of the 43<sup>rd</sup> Annual Lancaster High School Motorcade, requesting permission to travel through the Village of Lancaster as part of its route on Friday, October 25, 2024, starting at 5:00 p.m.

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

Adopted Resolution:     **299**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 6) Correspondence from Wayne K. Cisco, Superintendent of Public Works, providing a Procurement Form with quotes for the purchase of attachments for the Sewer Vactor Truck and recommending approval of this purchase as beneficial for the Sewer Department.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to approve the purchase of nozzle attachments for the Sewer Vactor Truck from USB-USA, LLC in the amount of \$7,278.00 as the lowest price of three (3) quotes provided by DPW per the recommendation of Superintendent Cisco.

Adopted Resolution:     **300**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

- 7) Correspondence from Wayne K. Cisco, Superintendent of Public Works, providing a Procurement Form with quotes for the purchase of a replacement 12-foot Snow Pusher for the Loader and recommending approval of this purchase as necessary to handle day-to-day maintenance during snow events, and also recommending to designate the existing snow pusher as surplus for sale or disposal due to its current condition.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to approve the purchase of a replacement 12' Snow Pusher from Niagara Truck Equipment in the amount of \$7,620.76 as the lowest price of three (3) quotes provided by DPW per the recommendation of Superintendent Cisco.

Adopted Resolution:     **301**                   Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**RESOLUTIONS:**

Motion by **Trustee Maciejewski** and seconded by **Trustee Schroeder** to extend the 4-hour holiday pay benefit for part-time exempt employees to the titles of Deputy Clerk and Deputy Treasurer effective immediately retroactive to August 26, 2024, as the appointment date of the current employees in these positions.

Adopted Resolution: **302** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Schroeder** and seconded by **Trustee Maciejewski** authorizing Mayor Ruda to sign and execute a Purchase Agreement with Sutphen Corporation for the purchase of fire apparatus (custom pumper) in the amount of \$1,099,992.00 as provided in the bid proposal received on August 12, 2024.

Adopted Resolution: **303** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Maciejewski** authorizing Mayor Ruda to sign and submit the MS4 Interim Progress Report and Certification Form as prepared by William Schutt, Village Consultant Engineer.

Adopted Resolution: **304** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**AUDIENCE PARTICIPATION:**

-None-

**PUBLIC HEARING @ 7:15 PM LOCAL LAW – HANDICAPPED PARKING SPACES**

Mayor Ruda opened the public hearing at 7:15 p.m. and read the following notice that was published in the Lancaster Bee:

*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, NY on Monday, October 7, 2024 at 7:15 PM to consider a local law amending Village Code Ch. 325, Vehicles and Traffic. The local law, if adopted, would repeal Village Code §325-75 "Schedule XXIII: Handicapped and Disabled Parking" and amend Village Code § 325-31 "Handicapped and disabled parking", to accommodate the designation of handicapped and disabled parking spaces by Village Board resolution.*

*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, NY.*

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

*Michael E. Stegmeier  
Village Clerk*

Audience Participation: -None-

Motion by **Trustee Schroeder** and seconded by **Trustee Malone Schaefer** to close the public hearing at 7:16 p.m.

Adopted Resolution: **305** Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Trustee Mikoley explained the history of designating handicapped parking spaces within the Village Code versus this new process whereas they will be designated by Village Board resolution going forward which will be an easier process and allow changes in a timelier manner.

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to adopt the local law as presented.

Adopted Resolution: **306**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Motion by **Trustee Mikoley** and seconded by **Trustee Schroeder** to add handicapped parking spaces to the following municipal lots as stated to be marked by DPW upon the effective date of the adopted local law:

Music Store Parking Lot	Add 2 spaces
Clark Street Parking Lot	Add 4 spaces
North End Fire Hall Lot	Add 1 space

Adopted Resolution: **307**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

**COMMITTEE REPORTS & FOLLOW UPS:**

➤ **FINANCE & CLAIMS** – Trustee Schroeder

He is working with Hometown to get estimates for different benefit options for the LOSAP plan. The annual valuation report was just received recently from VFIS, and they need to complete their review of that report before they are able to provide any cost analysis for potential benefit enhancements.

➤ **PUBLIC WORKS** – Trustee Mikoley

During the work session, he reported that he is working with Attorney Herdzik on the procurement for a new chipper. After discussion, he indicated that he would work with DPW on putting together bid specifications for this purchase to be approved at a future meeting.

Handicapped spaces will be added in municipal lots after the local law becomes effective following approval at the public hearing during this meeting.

➤ **PUBLIC SAFETY** – Trustee Maciejewski

There have been concerns raised regarding truck traffic on Court Street, and she questioned if the Village of Lancaster has a designated truck route.

Superintendent Cisco stated that DPW has reviewed the weight limits for the Village and there is a 5-ton limit on all streets. Signs may be posted on streets but there must be County approval to post these signs.

She requested a report on progress regarding traffic concerns at the intersection of Richmond Avenue and Sixth Avenue. Captain Smith reported that the speed trailer was set up in the area last week and it was removed today to retrieve the data. There were also speed patrols assigned to the location. He will provide a report back to the Village Board once the data has been reviewed.

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

No report.



➤ **HUMAN RESOURCES** – Trustee Maciejewski

She noted that all part-time exempt employees are now in compliance regarding holiday pay with the resolution approved earlier in the meeting. She thanked the board members for approving this action.

➤ **COMMUNITY EVENTS** – Trustee Malone Schaefer

She reported that the merchant Halloween event was well attended this past weekend.

She thanked all of the departments, agencies, and volunteers who assisted with Fall Fest last month.

There is one more football viewing event being held by Fattey Beer on October 14<sup>th</sup>. They are keeping the same format as the last event, which received positive feedback regarding the setup.

AM&A's Decorations – She is attending the Lancaster Industrial Development Agency (LIDA) meeting tomorrow morning to discuss the prior agreement that was in place and to receive direction from LIDA regarding transfer and/or sale of the decorations.

➤ **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

No report.

➤ **GRANTS** – Mayor Ruda

Plum Bottom Creek Culvert - PHASE 1 (BridgeNY Grant)

We are expecting this project to go out to bid this winter pending NYSDOT approval.

CDBG – Aurora Street Pedestrian Improvements

We are working to close out the project. The contractor will keep checking the seeding until the grass is established to the required coverage. There is still some ponding of water in areas. We have discussed having the DPW blacktop corners of intersections, but this cannot be done until after taking ownership of the project.

Municipal Planning Grant – Comprehensive Plan Updates

The Open House took place on September 26<sup>th</sup>. She thanked attendees for providing their feedback and vision for the community. The updated Comprehensive Plan document will be a guidebook for board members to follow in the coming years.

NY Forward – LMB Pocket Park & Small Project Fund

Responses have been received. The selection process will include interviews of consultants by a selection committee followed by a recommendation to the Village Board for approval.

TAP – Central Ave Streetscape Broadway to Walden

Responses have been received. The selection process will include interviews of consultants by a selection committee followed by a recommendation to the Village Board for approval.

CDBG Application – Submission Due By 11/4

We are looking into the possibility of a potential project for sidewalks on Palmer Place which is an opportunity for future expansion of the Central Business District with the relocation of a manufacturing business (Seibel Modern) that is moving out of the Village in the near future.

➤ **TECHNOLOGY & MARKETING** – Trustee Schroeder

No report.

➤ **CLIMATE SMART** – Mayor Ruda

A written report was provided by Amy Stypa in the board packets.

Gavin O'Brien commented on attendance at the One Region for Climate Action 2024 Symposium held on October 4<sup>th</sup> to highlight the County's efforts to reduce greenhouse gas emissions throughout the region.

The kickoff meeting with Davey Resource Group is scheduled for October 10<sup>th</sup> later this week to discuss implementation of the USDA Forest Service Tree Planting Grant Project.

October is National Energy Awareness Month.

**DEPARTMENT HEAD REPORTS & FOLLOW UPS:**

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

Audit field work has been completed. A draft report of the financial statements is expected by the end of next month or sooner.

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

He reported that 125 sewer inspections have been completed from the targeted list of properties. There have been 12 properties noted for re-inspection to address violations that were identified during the inspections.

The department is transitioning into leaf season which has now arrived.

Plows are being installed on trucks starting today to be ready for snow and any unexpected storms.

They have received the LED lights for installation that will take place during the winter. These lights are funded by a Clean Energy Community grant.

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

He has prepared a local law to address concerns from Matt Fischione regarding notice requirements for repeat offenders of code violations. The matter was placed into Building, Lights & Codes Committee to review and consider feedback from Mr. Fischione who was not present at this meeting.

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

The department responded to 41 calls during the month of September and 343 calls for the year-to-date.

Members have participated in over 2,300 hours of drills and training this year.

He thanked the Village Board for its approval of the Sutphen Purchase Agreement earlier this meeting to move forward with the purchase of the new custom pumper.

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

No report.

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

He thanked Mary Jo Monnin (Town Historian) who made a presentation as part of the Speaker Series to review the volunteer work being done to restore pioneer cemeteries throughout Lancaster.

He is collaborating with the Lancaster Fire Department to hold a pumpkin carving contest as part of its trick-or-treat event.

There will be a Holiday Home Decorating Contest with more details to come soon.

He commented on Audrey Hamernik and her service to the community including her participation as a member of the 175<sup>th</sup> Anniversary Committee.

➤ **TOWN BUILDING DEPARTMENT** – Matt Fischione (Absent)

It was noted that Mr. Fischione was not able to attend since the Town of Lancaster also had its board meeting on the same night. The Village Board had rescheduled its regular meeting to tonight due to the Indigenous People’s Day / Columbus Day holiday on Monday, October 14<sup>th</sup>.

**MISCELLANEOUS:**

-None-

**ADJOURNMENT:**

Motion by **Mayor Ruda** and seconded by **Trustee Maciejewski** to adjourn the meeting at 7:22 p.m. in memory of former Village of Depew Trustee Audrey Hamernik.

Adopted Resolution:      **308**                      Ayes: Mayor Ruda, Trustees Maciejewski, Malone Schaefer, Mikoley, and Schroeder

Respectfully submitted,

Michael E. Stegmeier  
Clerk – Treasurer

**ABSTRACT**

**October 28, 2024**

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

October 08, 2024 to October 28, 2024

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

GENERAL FUND -----in the amount of	\$ 478,424.14
SEWER FUND -----in the amount of	\$ 15,298.14
TRUST FUND -----in the amount of	\$ 275.75
CAPITAL FUND -----in the amount of	\$
EQUIPMENT RESERVE -----in the amount of	\$
COMMUNITY DEVELOPMENT -----in the amount of	\$
SPECIAL REPAIR RESERVE FUND ----in the amount of	\$
<b>TOTAL</b>	<b>493,998.03</b>

For the period from September 24, 2024 to October 7, 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>55</u>
General Fund Ck#.....	<u>92181-92218</u>
Sewer Fund Ck#.....	<u>12162-12168</u>
Trust Fund Ck#.....	<u>2589</u>
Capital Fund Ck#.....	_____
Community Development Fund Ck#	_____

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

# Abstract Summary of Funds

Board Meeting Date: *October 28, 2024*  
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	<u>General Fund (A)</u>	<u>Sewer Fund (G)</u>	<u>Capital Fund (H)</u>	<u>Trust Fund (T)</u>
Vouchers Paid by Check 2024-2025 Budget	\$ 365,756.20	\$ 2,538.24		\$ 275.75
Payroll Voucher 9/27/2024	\$ 70,972.01	\$ 9,753.12		
FICA Voucher 9/27/24	\$ 5,499.79	\$ 746.11		
M&T Credit Card August	\$ 2,708.75			
TASC - September	\$ 7,669.57			
PrePaid Vouchers	\$ 25,817.82	\$ 2,260.67		

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<b>TOTALS</b>	<b>\$ 478,424.14</b>	<b>\$ 15,298.14</b>	<b>\$ -</b>	<b>\$ 275.75</b>
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**TOTAL ALL FUNDS** **\$ 493,998.03**



LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

10/09/2024  
09:33 AM

PO # PO Date Vendor Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-00489		10/04/24 COREL010 COREOLOGIC REAL ESTATE TAX SVC		Account Continued				
1	764.69	A-250-000	G	TAXES RECEIVABLE, CURRENT	R	10/04/24	10/04/24	6/28/2024
25-00490		10/04/24 COREL010 COREOLOGIC REAL ESTATE TAX SVC						
1	511.87	A-250-000	G	TAXES RECEIVABLE, CURRENT	R	10/04/24	10/04/24	BILL NO. 1091
25-00491		10/03/24 ANDRE015 ANDREW DEBBINS						
1	60.00	A-8020-434-000	E	PLANNING-PROF SERVICES PC ME	R	10/03/24	10/03/24	10/3/2024
25-00492		10/04/24 DELAG005 DELAGE LANDEN FINANCIAL SVC						
1	96.85	A-1110-473-000	E	COURT,CLERK,CLIMATE SMART	R	10/04/24	10/04/24	COURT
2	303.05	A-1325-434-000	E	COURT,CLERK,CLIMATE SMART	R	10/04/24	10/04/24	CLERK
3	99.41	A-1325-435-000	E	COURT,CLERK,CLIMATE SMART	R	10/04/24	10/04/24	CLIMATE
	<u>499.31</u>							
25-00493		10/04/24 DELAG005 DELAGE LANDEN FINANCIAL SVC						
1	259.00	A-1640-435-000	E	DPW COPIER 10/15-11/14 2024	R	10/04/24	10/04/24	83104364
25-00494		10/04/24 DELFT005 DELFT PRINTING INC.						
1	140.00	A-1010-430-000	E	KISIEL/DEBBINS BUSINESS CARDS	R	10/04/24	10/04/24	24-40349
25-00495		10/04/24 DRESC005 DRESCHER & MALECKI, LLP						
1	18,000.00	A-1010-435-100	E	PROF SVCS NYS DOT/AUDIT	R	10/04/24	10/04/24	2409040
25-00496		10/03/24 ERIEC045 ERIE COUNTY WATER AUTHORITY						
1	106.05	A-5110-412-000	E	SIGN SHOP RESTOCK	R	10/03/24	10/03/24	632276
25-00497		10/04/24 FERRY005 FERRY INC						
1	28.65	A-3411-456-000	E	REPAIRS TO LFD LADDER 4	R	10/04/24	10/04/24	58248
25-00498		10/04/24 FERRY005 FERRY INC						
1	614.20	G-8120-453-000	E	HOSE ASSEMBLY SEWER JET 42	R	10/04/24	10/04/24	57752
25-00499		10/04/24 FLEET010 FLEETPRIDE INC.						
1	24.75	A-3411-456-000	E	REPAIR LFD LADDER TRUCK 4	R	10/04/24	10/04/24	120311767

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

10/09/2024  
09:33 AM

PO # PO Date Vendor

Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-00500								
1 ZBA - 2 LOCATIONS	60.00	A -8020-434-000	E	PLANNING-PROF SERVICES PC ME R		10/03/24	10/03/24	10/3/2024
25-00501								
1 DISMOUNT,MOUNT 41,47,12,38,39	451.34	A -5110-417-000	E	STREETS MAINT-TIRES & BATTERIE R		10/04/24	10/04/24	1057705
2 DISMOUNT,MOUNT 41,47,12,38,39	423.33	A -5132-417-000	E	SNOW REMOVAL-TIRES & BATTERII R		10/04/24	10/04/24	1057705
3 DISMOUNT,MOUNT 41,47,12,38,39	471.33	A -8160-417-000	E	REFUSE & GARBAGE-TIRES & BATTI R		10/04/24	10/04/24	1057705
	<b>1,346.00</b>							
25-00502								
1 STORM VENT COVER SEWER REPAIR	200.00	G -8120-434-000	E	SANITARY SEWERS-REPAIRS/MATE R		10/04/24	10/04/24	24-9478
25-00503								
1 MANHOLE COVER PARDEE/LAKE	1,180.00	G -8120-434-000	E	SANITARY SEWERS-REPAIRS/MATE R		10/03/24	10/03/24	24-9454
25-00504								
1 REPAIR PART - TRUCK 41	25.70	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT. R		10/04/24	10/04/24	BI468729
25-00505								
1 REPAIR PARTS - SWEEPER	424.50	A -8170-452-000	E	ST CLEANING-REPAIR/MAINT TRUC R		10/03/24	10/03/24	0420545-IN
25-00506								
1 TAX OVERPAYMENT 243 CENTRAL	16.70	A -250-000	G	TAXES RECEIVABLE, CURRENT R		10/04/24	10/04/24	9/27/2024
25-00507								
1 AP NEXTIVA CLOUD COMMUNICATION	280.00	A -1640-431-000	E	DEPT PUBLIC WORKS - TELEPHONI R		10/04/24	10/04/24	40003739186
2 AP NEXTIVA CLOUD COMMUNICATION	50.00	A -1621-439-000	E	NORTH END FIRE HALL - TELEPHOI R		10/04/24	10/04/24	40003739186
3 AP NEXTIVA CLOUD COMMUNICATION	374.74	A -1620-439-000	E	SHARED SERVICES - TELEPHONE R		10/04/24	10/04/24	40003739186
	<b>704.74</b>							
25-00508								
1 DIESEL FUEL 2024-2025	99.20	A -3411-416-000	E	FIRE DEPT-GASOLINE & OIL R		10/04/24	10/04/24	SP23889890
2 DIESEL FUEL 2024-2025	263.80	A -5110-416-000	E	STREETS MAINT-GASOLINE & OIL R		10/04/24	10/04/24	SP23889890





LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

10/09/2024

09:33 AM

PO # PO Date Vendor

Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00514 10/04/24 PARIS005 PARISE MECHANICAL, INC				Account Continued					
1 NO HEAT IN TAX OFFICE	405.00	A -1620-450-000	E	SHARED SERVICES - BUILDING & G R		10/04/24	10/04/24		S24-496
25-00515 10/04/24 RUSTK005 RUSTKOTE TOTAL CARE LLC									
1 UNDERCOAT ALL VEHICLES	520.00	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: T R		10/04/24	10/04/24		8754
25-00516 10/04/24 RUSTK005 RUSTKOTE TOTAL CARE LLC									
1 UNDERCOATING ALL VEHICLES	520.00	A -5132-452-000	E	SNOW REMOVAL-REPAIRS/MAINT: T R		10/04/24	10/04/24		8757
25-00517 10/04/24 SCRAN005 SCRANTON'S THRUWAY BUILDERS SU									
1 NEFH STRIPING PAINT	61.25	A -1621-453-000	E	NORTH END F.H-BUILD & GROUND R		10/04/24	10/04/24		124-108333
25-00518 10/04/24 TOWN005 TOWN OF LANCASTER									
1 TOWN SALES TAX 3RD QTR-2024	325,451.85	A -3120-475-000	E	POLICE-LANCASTER POLICE - SALI R		10/04/24	10/04/24		3RD QTR 2024
25-00519 10/04/24 TOWN005 TOWN OF LANCASTER									
1 VB REIMBURSEMENT 3RD QTR 2024	958.67	A -3120-435-000	E	POLICE - CONTRACTUAL SERVICE: R		10/04/24	10/04/24		10/7/2024
25-00520 10/04/24 TOWN005 TOWN OF LANCASTER									
1 VILLAGE CODE ENFORCEMENT 9/24	2,542.00	A -3989-435-000	E	BLDG INSPECTION-TOWN CONTRA R		10/04/24	10/04/24		CEMA # 4
25-00521 10/04/24 UDIGN005 UDIG-NY									
1 LATE + RESPONSES 7/8/9 2024	68.00	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL R		10/04/24	10/04/24		24090986
25-00522 10/04/24 UNITE005 UNITED RENTALS NORTH AMERICA I									
1 GENERATOR LHS FOOTBALL EVENT	698.70	A -7550-420-000	E	CELEBRATIONS-MISC OVERHEAD E R		10/04/24	10/04/24		239399837-001
25-00523 10/03/24 UNITE005 UNITED RENTALS NORTH AMERICA I									
1 HANDICAP RESTROOM/ADA SVC	375.00	A -7110-414-000	E	PARKS-MATERIALS-OTHER R		10/03/24	10/03/24		234134736-005
25-00524 10/03/24 VERIZ015 VERIZON									
1 FLEET TRACKING SOFTWARE	147.75	A -5110-435-000	E	STREETS MAINT-SERVICES MAINT R		10/03/24	10/03/24		623000065072
2 FLEET TRACKING SOFTWARE	147.75	A -5132-430-000	E	SNOW REMOVAL-CONTRACTUAL S R		10/03/24	10/03/24		623000065072
3 FLEET TRACKING SOFTWARE	147.75	A -7110-414-000	E	PARKS-MATERIALS-OTHER R		10/03/24	10/03/24		623000065072
4 FLEET TRACKING SOFTWARE	147.75	A -8560-476-000	E	SHADE TREES-CONTR REMOVAL B R		10/03/24	10/03/24		623000065072

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

10/09/2024

09:33 AM

PO # PO Date Vendor Contract PO Type

Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice
25-00524 10/03/24 VERIZO15 VERIZON				Account Continued				
5 FLEET TRACKING SOFTWARE	147.75	G -8120-435-000	E	SANITARY SEWERS-CONTRACTUAL	R	10/03/24	10/03/24	623000065072
	<u>738.75</u>							
25-00525 10/04/24 WMSCH005 WM SCHUTT & ASSOCIATES, PC								
1 PROFSVCS PERIOD ENDING 9/28/24	3,052.50	A -1010-435-900	E	BOARD OF TRUSTEES - ENGINEER	R	10/04/24	10/04/24	34416
25-00526 10/07/24 ADPIN005 ADP, INC.								
1 PAYROLL/TIME&ATTENDANCE	918.20	A -1325-435-300	E	FINANCE TREASURER - PAYROLL	S R	10/07/24	10/07/24	672022843
25-00527 10/07/24 DELFT005 DELFT PRINTING INC.								
1 CLIMATE SMART TRADE SHOW ITEMS	1,479.70	A -8090-435-000	E	ENVIRONMENTAL - CONTRACTUAL	R	10/07/24	10/07/24	24-40371
25-00528 10/07/24 EATON005 EATON OFFICE SUPPLY								
1 COPY PAPER + PAPER PADS	100.46	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	10/07/24	10/07/24	PINV1221714
25-00529 10/07/24 FULLE005 FULLER, JASON								
1 DECOR FOR FALL FEST	498.00	A -7550-413-000	E	CELEBRATIONS - FALL FEST	R	10/07/24	10/07/24	002
25-00530 10/07/24 PITNE010 PITNEY BOWES INC								
1 POSTAGE METER, RED INK EZSEAL	330.41	A -1325-401-000	E	FINANCE TREASURER - OFFICE SU	R	10/07/24	10/07/24	1026166271

Total Purchase Orders: 48 Total P.O. Line Items: 78 Total List Amount: 368,570.19 Total Void Amount: 0.00

Totals by Year-Fund				
Fund Description	Fund	Expend Total	Revenue Total	Total
	5-A	364,462.94	0.00	365,756.20
	5-G	2,538.24	0.00	2,538.24
	5-T	0.00	0.00	275.75
<b>Total Of All Funds:</b>		<b>367,001.18</b>	<b>0.00</b>	<b>368,570.19</b>

Totals by Fund				
Fund Description	Fund	Expend Total	Revenue Total	Total
	A	364,462.94	0.00	365,756.20
	G	2,538.24	0.00	2,538.24
	T	0.00	0.00	275.75
<b>Total Of All Funds:</b>		<b>367,001.18</b>	<b>0.00</b>	<b>368,570.19</b>

LANCASTER VILLAGE  
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	5-A	364,462.94	0.00	0.00	0.00	364,462.94
	5-G	2,538.24	0.00	0.00	0.00	2,538.24
<b>Total Of All Funds:</b>		<b>367,001.18</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>367,001.18</b>

Batch Id: PAYROLL Batch Date: 09/27/24 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 9/27/2024 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 9/27/2024 Cr: A -200-000 CASH	2,461.97		2
A -1210-100-000 EXECUTIVE MAYOR - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 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 9/27/2024 Cr: A -200-000 CASH	5,658.75		4
A -1420-100-000 LAW - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 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 9/27/2024 Cr: A -200-000 CASH	217.50		6
A -1621-100-000 NORTH END FIRE HALL - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	2,554.71		7
A -1640-100-000 DEPT PUBLIC WORKS -PERSONAL SERVICE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	6,979.01		8
A -3411-100-000 FIRE DEPARTMENT - PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/27/2024 Cr: A -200-000 CASH	180.95		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 9/27/2024 Cr: A -200-000 CASH	7,172.71		15
A -5110-100-000 STREETS MAINT-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	10,293.33		16
A -5132-100-000 SNOW REMOVAL-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	1,809.71		17
A -7110-100-000 PARKS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	1,470.48		18
A -7550-100-000 CELEBRATIONS-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	2,265.30		19
A -7550-102-000 DPW - Overtime Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 9/27/2024 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 9/27/2024 Cr: A -522-000 EXPENDITURE CONTROL	0.00		21
A -8020-100-000 PLANNING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	80.77		22
A -8160-100-000 REFUSE & GARBAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	7,673.26		23
A -8170-100-000 STREET CLEANING-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	1,682.36		24
A -8540-100-000 DRAINAGE-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	3,983.10		25
A -8560-100-000 SHADE TREES-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	5,988.00		26
A -8989-100-000 ECONOMIC DEV-PERSONAL SERVICES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/27/2024 Cr: G -200-000 CASH	3,160.09		31
G -8120-100-000 SANITARY SEWERS-PERSONAL SERVICES Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: G -200-000 CASH	6,593.03		32
G -8115-405-000 ADMINISTRATION-MEAL ALLOWANCE Db: G -200-000 CASH	Expenditure	Payroll charges for paydate 9/27/2024 Cr: G -522-000 EXPENDITURE CONTROL	0.00		33
A -3120-100-000 POLICE-PERSONAL SVCS-CROSSING GUARDS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Payroll charges for paydate 9/27/2024 Cr: A -200-000 CASH	3,588.75		35
A -1640-403-000 DEPT PUBLIC WORKS - UNIFORMS Db: A -200-000 CASH	Expenditure	Payroll charges for paydate 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/27/2024 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 9/13/2024 Cr: A -200-000 CASH	3,123.50		41

WARNING: This account would have a negative balance: A -7550-100-000. Balance would be: 35,770.62-.



Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	70,972.01	0.00	0.00	0.00	0.00	0.00
	G	9,753.12	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		80,725.13	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	39	80,725.13
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:	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: FICA      Batch Date: 09/27/24      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 Db: A -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 9/27/2024 Cr: A -200-000 CASH	5,499.79		1
G -9030-800-000 EMPLOYEE BENEFIT-SOCIAL SECURITY Db: G -522-000 EXPENDITURE CONTROL	Expenditure	Accrued FICA paydate 9/27/2024 Cr: G -200-000 CASH	746.11		2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	5,499.79	0.00	0.00	0.00	0.00	0.00
	G	746.11	0.00	0.00	0.00	0.00	0.00
Total Of All Funds:		6,245.90	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	2	6,245.90
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	0	0.00
YTD 1099:	0	0.00
Total:	2	

There are NO errors in this listing.

Batch Id: CREDITCD Batch Date: 08/31/24 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -3990-474-000 DISASTER PREP- WEBSITE & INFO TECHNOLOGY Db: A -522-000 EXPENDITURE CONTROL	Expenditure	KULMEY - BLUE DOCK MEDIA	64.00		1
		Cr: A -200-000 CASH			
A -3990-479-000 DISASTER PREPAREDNESS-PAGERS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	KULMEY - RAPID FAX	11.99		2
		Cr: A -200-000 CASH			
A -7550-420-000 CELEBRATIONS-MISC OVERHEAD EXPENSES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-APPLE-MUSIC FOR DOWNTOWN IPOD	10.99		3
		Cr: A -200-000 CASH			
A -1325-474-000 FINANCE TREASURER - WEB SITE & INTERNET Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-ADOBE-CTO-2ACCOUNTS	47.98		4
		Cr: A -200-000 CASH			
A -5010-403-000 STREETS ADMINISTRATION-COMPUTER SOFTWARE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-ADOBE-1 ACCOUNT	23.99		5
		Cr: A -200-000 CASH			
A -1380-435-000 FISCAL AGENT FEES - BANK CHARGES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	ANNUAL MEMBERSHIP FEES - EACH CARD	450.00		6
		Cr: A -200-000 CASH			
A -3411-470-000 FIRE DEPT-TRAINING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	FIRE-NYS ASSOC OF -RUDA,GAGLIONE,BURKE	757.05		7
		Cr: A -200-000 CASH			
A -1420-435-000 LAW - CONTRACTUAL SERVICES:LEASE Db: A -522-000 EXPENDITURE CONTROL	Expenditure	HERDZIK-SPEECH PROCESSING SOLUTIONS	34.36		8
		Cr: A -200-000 CASH			
A -5010-402-000 STREETS ADMINISTRATION-OFFICE SUPPLIES Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-EMPLOYEE BADGES	34.98		9
		Cr: A -200-000 CASH			
A -7110-416-000 PARKS-GAS & OIL Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-SPEEDWAY-GAS	93.52		10
		Cr: A -200-000 CASH			
A -5110-416-000 STREETS MAINT-GASOLINE & OIL Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-SPEEDWAY-GAS	202.88		11
		Cr: A -200-000 CASH			
A -8560-416-000 SHADE TREES-GASOLINE & OIL Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-GAS @ SUNOCO & SPEEDWAY	58.89		12
		Cr: A -200-000 CASH			
A -8090-402-000 ENVIRONMENTAL - MATERIALS OUTREACH Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-CSC EVENT MATERIALS	98.48		13
		Cr: A -200-000 CASH			

Account No. Account Description	Type	Entry Description	Amount	Tracking Id	Seq
A -7110-435-000 PARKS-MAINTENANCE LANDSCAPING MATERIALS Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-VINEGAR FOR WEED KILLER Cr: A -200-000 CASH	316.00		14
A -3411-456-000 FIRE DEPT-REPAIRS & MAINT BY DPW Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-VINYK DECALS CHIEF TRUCK Cr: A -200-000 CASH	12.00		15
A -8560-475-000 SHADE TREES-UNCLASSIFIED Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-BEE SUITS TREE CREW Cr: A -200-000 CASH	267.96		16
A -5010-442-000 STREETS ADMINISTRATION-SAFETY & TRAINING Db: A -522-000 EXPENDITURE CONTROL	Expenditure	DPW-AMAZON-GLOVES FOR TREE CREW Cr: A -200-000 CASH	31.68		17
A -3411-477-000 FIRE DEPT-RED ALERT PROG/INFO & TECH Db: A -522-000 EXPENDITURE CONTROL	Expenditure	FIRE-YODECK-DIGITAL SIGN BOARDS Cr: A -200-000 CASH	192.00		18

WARNING: This account would have a negative balance: A -7110-416-000. Balance would be: 1,347.69-

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	2,708.75	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		2,708.75	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	18	2,708.75
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:	18	

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

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	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	18	2,708.75
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	0	0.00
YTD 1099:	0	0.00

*Credit card  
August 2024*

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Batch: CREDITCD Updated Entries: 18 Updated Amount: 2,708.75 Ref Num: 815

---

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Batch Id: TASC    Batch Date: 10/07/24    Batch Type: Standard

---

Account No.	Type	Entry Description	Amount	Tracking Id	Seq
A -9060-800-000 EMPLOYEE BENEFITS-HOSPITAL & MEDICAL INS	Expenditure	HRS TRANSACTIONS PAID PREVIOUS 09/2024	7,669.57		1
Db: A -522-000 EXPENDITURE CONTROL					
		Cr: A -200-000 CASH			



Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	A	7,669.57	0.00	0.00	0.00	0.00	0.00
Total of All Funds:		7,669.57	0.00	0.00	0.00	0.00	0.00

	Entries	Amount
Expenditures:	1	7,669.57
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.

LANCASTER VILLAGE  
Purchase Order Listing By P.O. Number

09/27/2024

02:35 PM

**Ranges**      **Item Status**      **Purchase Types**      **Misc**

Range: First to Last  
Rcvd Batch Id Range: First to Last  
Encumbrance Date Range: First to 05/31/25

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

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

P.O. Type: All  
Format: Detail without Line Item Notes  
Include Non-Budgeted: Y  
Prior Year Only: N  
\* Means Prior Year Line:  
Vendors: All

PO #	PO Date	Vendor	Contract	PO Type	Amount	Charge Account	Acct Type	Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice
25-00479	09/27/24	HIGHM005	HIGHMARK	BCBSWNY									
1		EMPLOYEE HEALTH INS 10/2024			23,715.21	A -9060-800-000	E	EMPLOYEE BENEFITS-HOSPITAL & R		09/27/24	09/27/24		OCTOBER 2024
2		EMPLOYEE HEALTH INS 10/2024			2,260.67	G -9060-800-000	E	EMPLOYEE BENEFIT-HOSPITAL & M R		09/27/24	09/27/24		OCTOBER 2024
					<u>25,975.88</u>								
25-00480	09/27/24	CHART020	CHARTER	COMMUNICATION									
1		INTERNET&VOICE LMB,DPW,NEFH			548.87	A -1325-474-000	E	FINANCE TREASURER - WEB SITE : R		09/27/24	09/27/24		VARIOUS
25-00481	09/27/24	NEXT1005	NEXTIVA	INC									
1		AP&NEXTVA CLOUD COMM. 9/2024			280.00	A -1640-431-000	E	DEPT PUBLIC WORKS - TELEPHONI R		09/27/24	09/27/24		VARIOUS
2		AP&NEXTVA CLOUD COMM. 9/2024			50.00	A -1621-439-000	E	NORTH END FIRE HALL - TELEPHOI R		09/27/24	09/27/24		VARIOUS
3		AP&NEXTVA CLOUD COMM. 9/2024			373.74	A -1620-439-000	E	SHARED SERVICES - TELEPHONE R		09/27/24	09/27/24		VARIOUS
					<u>703.74</u>								
25-00482	09/27/24	NYSEC005	NYS ECON	DEVELOPMENT COUNCIL									
1		2024 MEMBERSHIP DUES			850.00	A -8989-432-000	E	ECONOMIC DEV-DUES & SUBSCRIF R		09/27/24	09/27/24		14943

**Total Purchase Orders: 4 Total P.O. Line Items: 7 Total List Amount: 28,078.49 Total Void Amount: 0.00**

LANCASTER VILLAGE  
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	5-A	25,817.82	0.00	0.00	0.00	25,817.82
	5-G	2,260.67	0.00	0.00	0.00	2,260.67
	<b>Total Of All Funds:</b>	<b>28,078.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>28,078.49</b>

	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, inspections, and open complaints that were filed for properties within the Village of Lancaster from October 4, 2024 – October 18, 2024.
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
2.			Correspondence from Kimberley A. Minkel, Executive Director for the Niagara Frontier Transportation Authority, requesting assistance with helping to keep bus stops and shelters in the Village of Lancaster clear of snow and to provide a path from the sidewalk to the street during the winter season.
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
3.			Correspondence from Erie County Water Authority providing information regarding its Lead Service Line Investigation and Replacement Program with work to begin in some areas as early as spring of 2025 and indicating that they will be reaching out in the near future to begin conversations on the process and discuss potential coordination with projects that may be planned in the Village of Lancaster.
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
4.			Correspondence from Watts Architects & Engineers providing a proposal (No. 24-673) for engineering, design, bid assistance, and construction support services related to the construction of a relief sewer on Pleasant Avenue to address an issue where the sewer laterals of seven (7) homes were routed through the sewer lines and are now broken and discharging sewage into the storm sewer system.
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
5.			
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
6.			
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
7.			
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
8.			
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
9.			
	<i>ACTION -</i>	<i>Rec File Refer to:</i>	
10.			

## VILLAGE COVER SHEET

OCTOBER 21, 2024 BOARD MEETING

PERMITS ISSUED 20

## VILLAGE PERMIT TOTAL

ERECT FENCE	1
INSTALL ROOF	7
ERECT SHED	2
ERECT GAZEBO	1
ERECT SIGN	2
INSTALL GENERATOR	1
INSTALL RESIDENTIAL PLUMBING	3
ERECT RESIDENTIAL ADD/ALT	3
<b>TOTAL PERMITS FOR THE VILLAGE</b>	<b>20</b>

Callin Wade	99 Erie St.	Residential add/alt
David Jackson LLC	17 St. Mary's St.	Residential add/alt
Franks Commercial & Home	32 Vandenberg Ave.	Residential add/alt
Colleen Williams	86 Garfield St.	Residential Plumbing
Five Star Roofing	73 Lombardy St.	Roof
Gen-Tech Power Systems LLC	28 Colonial Ave.	Generator
DGJ Brothers	15 Newell Ave.	Roof
Mark Gaglione	64 Erie St.	Gazebo
Sewer Pro Plumbing LLC	55 Banner Ave.	Residential Plumbing
VSP Marketing Graphic Group	43 Central Ave.	Sign
Kohler Awning Inc.	1825 Como Park Blvd.	Sign
AVA Roofing & Siding Inc.	11 W. Drullard Ave.	Roof
1352 Property, LLC	3100 Commerce Pkwy W.	Shed
Franks Commercial & Home	36 Vandenberg Ave.	Residential Plumbing
Jacob Grazen	123 Aurora St.	Fence
H. Youngs Home Improvements	16 Lake Ave.	Roof
Mary Ann Elliott	41 Veterans Dr.	Roof
Myra Bucklaew	67 Kelly Ct.	Shed
House Crafters LLC	41 Wayne St.	Roof
Buffalo's Best Roofing	5485 Broadway	Roof

# Inspections Report

Start Date: 10/04/2024 End Date: 10/18/2024

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

Identifier	Address	Primary Contact	Date	Type	Inspector	Result
115.10-5-4.2	1825 Como Park Blvd (Unit 1829)	High Tide 716-622-5466	10/09/2024	Business - 3 yr	Rob Rendon	Pass
93.14-1-29	16 Birchwood Cmn	Jeffrey Kirisits 716-225-7192	10/10/2024	Special Use	Matt Fischione	Pass
116.00-3-3.2	6114 Broadway St (Variety Club of Buffalo)	Variety Club of Buffalo	10/10/2024	Assembly- 1 yr	William T. Revelas	In Progress
82.03-1-58.11	2655 Wehrle Dr (The Learning Garden-West)	Learning Garden-West	10/11/2024	Assembly- 1 yr	William T. Revelas	Pass
82.04-1-1.11	338 Harris Hill Rd. Bldg 338, #210	Lady Bird Laser Spa, LLC 716-344-2656	10/15/2024	Business - 3 yr	Bryan Pokorski	Pass
95.00-4-37	4360 Walden Ave (E Tank Environmental Equip. Rentals)	E-Tank Environmental Equipment 888-703-8265	10/17/2024	Business - 3 yr	Bryan Pokorski	Fail
<b>Total Inspections:</b>					<b>6</b>	



## Complaint By Date

Complaint #	Location	Identifier	Complaint Type	Status	Owner	Complainant
<i>Open Date: 10/04/24</i>						
2024-0683	50 Pearl St	104.11-9-31.12	Exterior Property Maint	Closed	RMF Technologies Inc	Michael Hopkins
2024-0684	18 E Drullard Ave	104.50-4-24	Misc	Open	JUPA Development, LLC	
<b>Open Date: 10/04/24 Total #: 2</b>						
<i>Open Date: 10/07/24</i>						
2024-0685	14 Stephens Ct	115.36-1-12	Work w/out Permit	Open	Joseph Cartonia	
2024-0686	3 Oakwood Ave	115.26-4-4	Exterior Property Maint	Open	Shawn Fehr	
<b>Open Date: 10/07/24 Total #: 2</b>						
<i>Open Date: 10/08/24</i>						
2024-0688	34 Laverack Ave	104.15-13-2	Exterior Property Maint	Open	Robert Stutzman	
<b>Open Date: 10/08/24 Total #: 1</b>						
<i>Open Date: 10/09/24</i>						
2024-0691	12 Milton Dr	115.10-9-17	Exterior Property Maint	Open	Thaddeus Edwards	Pat Feuerstein
2024-0692	34 Central Ave., Lower	104.74-4-7	Work w/out Permit	Open		
<b>Open Date: 10/09/24 Total #: 2</b>						
<i>Open Date: 10/10/24</i>						
2024-0695	120 Pleasant Ave	104.75-2-13	Exterior Property Maint	Open	Gene Kennelley	
<b>Open Date: 10/10/24 Total #: 1</b>						
<i>Open Date: 10/11/24</i>						
2024-0696	68 Robert Dr	115.10-8-21	Exterior Property Maint	Open	Ryan Wertman	Kevin Godios
<b>Open Date: 10/11/24 Total #: 1</b>						
<i>Open Date: 10/15/24</i>						
2024-0697	266 Central Ave	104.50-2-3	Unregistered Vehicle	Closed	Richard Kolacz	
<b>Open Date: 10/15/24 Total #: 1</b>						
<i>Open Date: 10/16/24</i>						
2024-0701	217 Aurora St	115.07-11-16	Exterior Property Maint	Open	Andrew Tarasik	
2024-0702	221 Aurora St	115.07-11-17	Exterior Property Maint	Open	Steven Contrino	
<b>Open Date: 10/16/24 Total #: 2</b>						
<b>Grand Total: 12</b>						



Niagara Frontier Transportation Authority  
Serving Buffalo Niagara

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

LISTED # 2  
CORRESPONDENCE  
MEETING DATE 10/28/2024

October 16, 2024

Honorable Lynne T. Ruda, Mayor  
Village of Lancaster  
5423 Broadway  
Lancaster, New York 14086

Dear Mayor Ruda:

It's that time of the year again when it snows regularly in Buffalo Niagara, thus presenting multiple challenges of removing snow from sidewalks, Metro bus stops, and shelters. The snow that accumulates at bus stops in and around bus shelters can be an almost impossible barrier to using public transit, especially for seniors and the disabled.

I am asking for your assistance this year to keep bus stops and shelters in the Village of Lancaster clear of snow to provide a path from the sidewalk to the street.

With over 3,500 stops throughout our service area, we still must rely on the efforts of property owners and municipal governments to enforce local snow removal ordinances. I appreciate all the help you provided in the past with this massive undertaking and look forward to your support this winter.

Enclosed, please find a Metro Winter Rider's Guide that we provide to our customers. Also, it directs people to our website to find a reference for municipalities and telephone numbers to call if they find a stop or shelter inaccessible.

Thank you for your assistance in ensuring that this winter, sidewalks, shelters, and stops are clear and safe for all to use. I truly appreciate your commitment to helping to keep our community as safe as possible.

Sincerely,

Kimberley A. Minkel  
Executive Director



## ERIE COUNTY WATER AUTHORITY

3030 Union Road • Cheektowaga, New York 14227-1097  
716-684-1510 • FAX 716-684-3937

October 15, 2024

Mr. Wayne Cisco  
Superintendent of Public Works  
Village of Lancaster  
5200 Broadway  
Lancaster, New York 14086

Re: Lead Service Line Investigation and  
Replacement Program  
ECWA Project No. 202500008

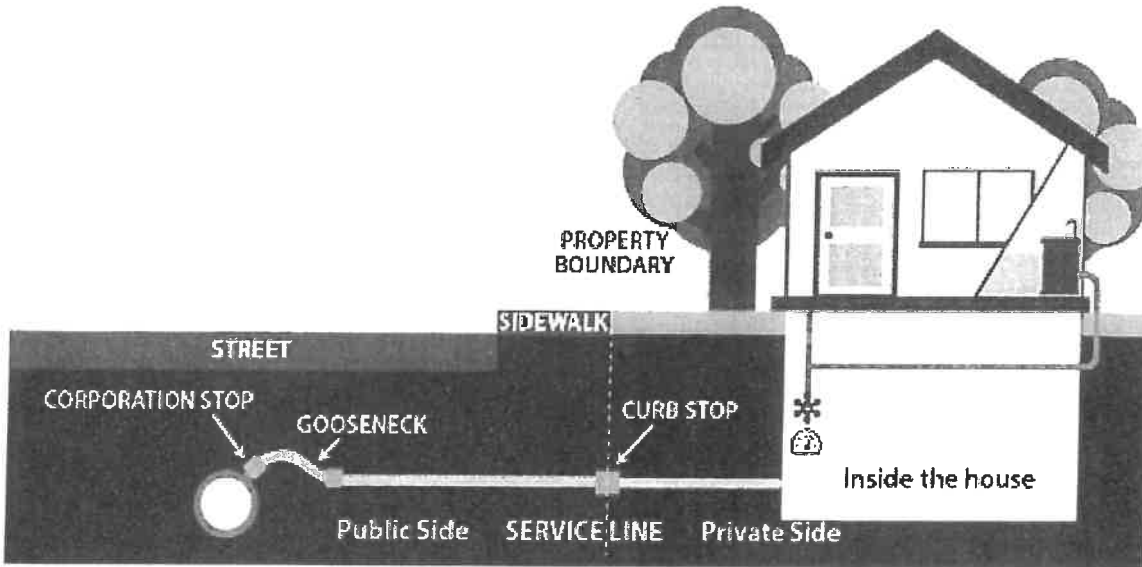
Dear Mr. Cisco:

As you may be aware, the United States Environmental Protection Agency is in the process of enacting new regulations that are intended to reduce the levels of lead in drinking water. Studies show that lead service lines can be a major contributing factor to lead in drinking water. As such, the new regulations will require that all lead service lines be removed within the next decade. This will be a massive undertaking for many water utilities including the Erie County Water Authority (ECWA).

While all capital improvements to the water distribution system in the Village of Lancaster are the responsibility of the ECWA, this program may have a large impact on municipally owned infrastructure and, in particular, streets and sidewalks. The figure below shows the configuration of a typical water service in the ECWA system. Ultimately, the new regulations will require the removal and replacement of every service line that contains lead. Our records show that there may be a significant number of lead services throughout your community, many of which are installed beneath streets and sidewalks. Our records include such things as tap cards, as-built drawings and repair information. These records are comprehensive; however, some areas of the system lack reliable information on service line materials. In an attempt to fill the data gaps, over the last several months the ECWA has completed a modeling effort that uses the above information along with additional records related to the construction of the residences, which will predict the likelihood of a lead service on an individual property. While the modeling efforts were thorough, there remain thousands of unknowns throughout the system. Based on the location of many of the mains in your community, as well as the methods of replacement, work at many of the properties will require excavation of the pavement in the street as well as potentially sidewalks. After October 16<sup>th</sup>, an interactive map showing the locations of both known and predicted lead services throughout the system will be available on the ECWA website at [www.ecwa.org/CommunityLeadResponse](http://www.ecwa.org/CommunityLeadResponse). Since many neighborhoods are similar in age, there is a potential that on any given street several services will require replacement resulting in the potential for significant disturbance to the pavement. Note that in many areas this disturbance will be minimal, in other areas, most of the street may be impacted.

Mr. Wayne Cisco  
Superintendent of Public Works  
Village of Lancaster

October 15, 2024



While a detailed schedule for work has yet to be determined, the program will begin in some areas as early as the spring of 2025 and as such, we would like to begin conversations on the process including any capital improvements being planned so that our work can potentially be coordinated. In the near future, Michael J. Quinn, PE, Senior Distribution Engineer will be contacting you directly to start the process. In the meantime, please do not hesitate to contact us if you have any questions. We look forward to working with you so that this effort can be as seamless as possible.

Sincerely yours,

ERIE COUNTY WATER AUTHORITY

Leonard F. Kowalski, PE  
Executive Engineer

LFK:MJQ:jmf

cc: The Honorable Lynne T. Ruda, Mayor of the Village of Lancaster ✓  
Michael J. Quinn, PE, Erie County Water Authority  
Vincent Gugliuzza, Erie County Water Authority



Transmitted via email: [mstegmeier@lancastervillage.org](mailto:mstegmeier@lancastervillage.org)

October 18, 2024

Michael E. Stegmeier  
Clerk - Treasurer  
Village of Lancaster  
5423 Broadway  
Lancaster, NY 14086

**Re: Proposal for Professional Engineering Services  
Site Specific Storm Sewer Investigations  
Watts Proposal No. 24-673**

Dear Mr. Stegmeier:

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

#### **BACKGROUND**

Through the Village of Lancaster's (the Village) coordinated effort to determine the source of stormwater infiltration into the sanitary sewer system, it was found that the sewer laterals of seven (7) homes were routed through the sanitary sewer. Over the years, the laterals have become broken and are now discharging sanitary sewage into the storm sewer. This is resulting in a potential water quality violation. The sewage discharges into Spring Creek and downstream to Cayuga Creek.

Watts has created a concept plan for a relief sewer to remediate this issue by providing a secondary sewer line that would intercept the house services. A new sewer line would be installed beneath the existing sidewalk and connected to an existing manhole at the intersection of Holland Avenue and Pleasant Avenue. An additional sewer line would be installed near Pleasant Avenue and Elm Place. The construction cost, with contingency, is estimated at approximately \$255,000.

This proposal includes design, preparation of construction documents, bidding, construction administration and resident inspection services for a relief sewer on Pleasant Avenue between Elm Place and Holland Avenue. Design and construction documents are scheduled for the fall of 2024 and winter of 2025. The project will be advertised for bidding in early spring 2025 and construction would be completed in the 2025 construction season.

#### **BASE SCOPE OF SERVICES**

Watts will provide the following base scope of services:

##### **A. Engineering Survey and Base Mapping:**

1. We will conduct a limited field engineering survey of the proposed project site to gather field data to create an electronic "cadd" topographic and utility base map suitable for design and construction documents. Project base mapping will be supplemented with available NYSGIS digital ortho-imagery. Underground utility information will be based on publicly available record documents and Dig-Safely-New-York "design ticket".
2. We anticipate a two (2) man crew will spend one full day in the field. Field wages will be assumed paid under New York State Prevailing Wage Rates.

##### **B. Preliminary Design:**

1. Preliminary Plans: We will utilize the prepared base mapping to create preliminary (70%) contract drawings including alignments and details of the required sewer repairs, replacements, and restoration, and assemble the plans into a drawing set consisting of the following:

- i. Cover Sheet
  - ii. Index Sheet
  - iii. Plan and Profile Sheets
  - iv. Standard Detail Sheets
  - v. Design and plans will be in conformance with NYSDEC 2014 Intermediate Design Standards and “Ten States Standards” as appropriate.
2. Cost Estimate: We will prepare a quantity take-off and preliminary opinion of probable construction cost.
3. Project Manual: We will prepare the preliminary project manual consisting of the following:
  - i. Contract Documents: Notice to Bidders, Invitation to Bid, Bid Forms, Agreement, General Conditions, Supplementary Conditions, Addenda.
  - ii. Technical Specifications: General Requirements and detailed technical specifications.
  - iii. Contract documents will utilize EJCDC Contract Documents system (Engineering Joint Contract Document Committee) and/or CSI Masterspec specification system.
4. We will meet with involved agencies to review the project and permitting requirements.
5. We will submit preliminary drawings, and project manual to the Lancaster DPW and reviewing agencies as necessary for comment. Reviewing agencies are anticipated to include the following: NYSDEC, Environmental Facilities Corp., Erie County DPW Highway Division, and NYSDOT.
6. We will advise the Village if additional reports, data, information, or services are necessary and assist the Village in obtaining the same.

**C. Final Design and Permitting:**

1. Based on the written acceptance of the Village and agency review comments we will finalize the plans for final review and approval. Plans will indicate the scope, extent, and character of the work to be performed and furnished by the Contractor.
2. We will prepare a final opinion of probable cost.
3. We will submit final drawings to the Lancaster DPW and reviewing agencies for approval.
4. Based on final review comments from reviewing agencies we will finalize the contract documents (drawings and project manual) for bidding.

**D. Bidding and Award:**

After acceptance by the Village of the final bid documents and opinion of probable construction cost, we shall provide the following services:

1. Assist the Village in advertisement of the project for bidding in local newspaper (Buffalo News) and register the project on a web based “plan room” room service (Avalon).
2. Contractors will purchase sets of Bid Documents directly from Avalon Plan room for actual cost.
3. Provide up to five (5) printed sets of final bid documents for bid review and construction.
4. Assist the Village in conducting a pre-bid conference for prospective bidders at Village offices. Prepare meeting minutes for the pre-bid conference and issue these by addenda.
5. Prepare supplemental documents as necessary in response and clarification to pre-bid “requests for information” and issue by addenda.

6. Attend a public bid opening at Village offices, assist the Village in tabulation and analysis of the bids for content and compliance with the bidding requirements.
7. Consult with the Village as to the acceptability of the Contractor and make recommendation on award of contract.
8. Assist the Village in issuing a Notice of Award letter and prepare the agreement for execution. Upon execution of the agreement, we will prepare a Notice to Proceed to be issued by the Village.

**E. Construction Support Services:**

Upon successful completion of the bidding and issuance of the Notice to Proceed we shall provide the following services:

1. General Administration of Construction Contract: Give consultation and advice to the Village during construction and act as the Owner's Representative with the authority to act on behalf of the Village in dealings with the Contractor.
2. Conduct a pre-work conference prior to commencement of work at the site.
3. Schedules: Review and determine acceptability of the Contractor schedules including work schedules and submittals.
4. Site Visits: Make periodic visits to the site at appropriate intervals to observe the general quality and progress of the Contractors work to determine if the work is proceeding in accordance with the contract documents.
5. Shop Drawings: Review, approve and/or take other appropriate action on shop drawings, product data, samples and other data which the Contractor is required to submit.
6. Clarifications and Interpretations: Issue necessary clarifications and interpretations of the contract documents as appropriate to ensure compliance. Issue Field Orders authorizing minor variations in the work.
7. Change Orders and Work Change Directives: Recommend and prepare change orders and work change directives as appropriate.
8. Inspections and Tests: Require special inspections or tests on the Contractors work as required by Laws and Regulations, or the contract documents, or as deemed reasonably necessary. Select and engage a qualified testing agency to perform and certify such inspections and tests. Review all certificates of inspections and tests to determine if the results indicate compliance with the contract documents.
9. Defective Work: Based on tests and observations we will advise Owner of omissions or defective work and recommend rejection and corrections if work will not produce a completed project in compliance with the contract documents.
10. Applications for Payment: Review, recommend, and process Contractor Applications for Payment.
11. Substantial Completion: After notice from the Contractor that they consider the entire work to be ready for its intended use, conduct an inspection to determine if the work is substantially complete. Prepare and deliver certificate of substantial completion to Village and Contractor.
12. Final Notice of Acceptability of the Work: Perform a final inspection to determine if the completed work is acceptable in its entirety and recommend final acceptance and payment and release of retained amounts, if any.



**F. Post Construction Services:**

1. Record Drawings: Prepare and furnish project record drawings of the installed works based on annotated record drawings received from the Contractor and information from daily reports of the Resident Construction Representative showing deviations from the contract drawings, changes, deletions, and additions. Record drawings will be furnished in one printed "hard copy" set and electronic PDF file format.

**G. Resident Construction Field Representative:**

1. Provide one (1) resident construction field representative to provide technical observation of the quality, quantity and progress of the contractor's work and act as the engineer's agent at the site, keeping the Owner advised as necessary under the direction of the engineer.
2. Serve as engineers and owners' liaison with the contractor, working principally through the contractor's superintendent, and assist in providing information regarding the intent of the contract documents.
3. Conduct on-site observations of contractor's work in progress to assist the engineer in determining if the work is proceeding in accordance with the contract documents. Report to engineer when the field representative believed that any part of the contractor's work in progress will not produce a completed project that conforms generally to the contract documents.
4. Maintain daily diary reports recording contractor's hours on the site, employee work force and equipment, weather conditions, data on the work completed, daily activities, changed conditions affecting the progress of the work, site visitors, specific observations of tests and test results, and observations in general. Daily reports will be delivered to the engineer weekly for review.
5. Record and maintain records of minor deviations and as-built conditions for use in preparing project record documents.
6. Schedule and coordinate major inspections and tests with the engineer, testing agency, and contractor. Witness testing and report on test results.
7. Review applications for payment with the contractor for compliance with the established procedure for submission to the engineer. Report to engineer the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered to the site but not yet incorporated into the work.
8. Participate in inspections at substantial completion and final completion. Prepare lists of items to be completed or corrected for final completion. Observe whether all items have been completed or corrected and make recommendation to the engineer on final completion and acceptance of the work.

**H. Special Services:**

As the design is advanced it may be necessary to arrange for and assist in obtaining one or more of the following special services in carrying out the project. It is not possible to determine in advance the need for or the cost of such services. Therefore, these are noted below as separate elements of cost which will be negotiated as needed when more information is known, and/or included as fee allowances:

1. Geotechnical Services: Soils investigations, test borings, pavement cores and related analysis.
2. Property surveys, maps, easements.
3. Additional copies of reports or contract documents.
4. NYS SEQRL Type I or unlisted actions.



- 5. Environmental Services: Air, water and/or soil sampling, testing and analysis. Contaminated or hazardous material testing and assessment. Wetlands investigations and permitting.

**TECHNICAL ASSUMPTIONS**

- A. All Village owned sanitary sewers for construction are located in the public right-of-way. The limits of the public right-of-way will be depicted on the contract drawings as “approximate” based on public records of right-of-way widths. No temporary or permanent easements are required.
- B. The project is fully funded by the Village and the design and construction will generally progress in a timely manner and not be significantly delayed (i.e. six months or more).
- C. Construction period is anticipated to run in 2025 season for no more than eight (8) weeks from Notice to Proceed to Final Acceptance:
  - a. Six week (30 working days) from Notice to Proceed to Substantial Completion, with full-time Inspection.
  - b. Two weeks (10 working days) from Substantial Completion to Final Acceptance, with part-time Inspection.
- D. Village DPW is responsible for making formal submissions and attending meetings with the DEC and other public agencies. Watts’ staff will attend meetings as requested and invoice meetings on a time and expense basis. Watts’ staff will be available to participate in conference calls as necessary.
- E. Services associated with the following are not included in the base scope: environmental services/engineering, surveys, testing and verification unless specifically included above.

**COMPENSATION**

Compensation required for the Scope of Services indicated above will be in accordance with the following fees, and the attached Appendix A: General Conditions for Professional Services. Our invoices will be submitted on a monthly basis with terms of net, 10 days. The fees in this proposal are firm for 30 days, but thereafter are subject to change without notice. These services are to be provided for the following fees:

**Professional Fees**

- A. Engineering Survey and Base Mapping (Lump Sum, including Prevailing Wages)..... \$7,800.00
- B. Civil Design/Bid/Construction Administration Services (Lump Sum)..... \$30,500.00
- C. Resident Construction Field Representative (TIME & MATERIALS NOT-TO-EXCEED)..... \$34,160.00

**Fee Allowances:**

Special Services (estimated, actual cost) ..... \$7,000.00

Normal printing, delivery and travel expenses (mileage) are included in the above fees. Additional services required beyond the above-described Scope of Services will be invoiced on a time-and-expense basis in accordance with the attached Schedule of Professional Fees and Reimbursable Expenses. Your written consent will be obtained prior to the commencement of any additional or out-of-scope work.

**Watts  
Architects  
&Engineers**

Proposal for Professional Engineering Services  
Pleasant Avenue Sewer Rehabilitation  
Watts Proposal No. 24-673

**SCHEDULE**

We are prepared to start work upon receipt of your written authorization to proceed. We advise that authorization to proceed should be provided no later than November 30, 2024, in order for fieldwork to be completed in winter of 2024/2025 and design and construction documents to be completed in time for bidding by March 2025. This would allow for capital improvements to be constructed in late spring and summer of 2025.

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

Sincerely,

**WATTS ARCHITECTS & ENGINEERS**



Shawn M. Marshall  
Civil Project Manager

Attachments:

Appendix A  
Exhibit 1 - Concept Work  
Estimated Construction Cost

**PROPOSAL ACCEPTANCE**

The attached Base Scope of Services, Technical Assumptions, Compensation, Schedule, Professional Fee and Reimbursable Expenses and Appendix A are acceptable for Watts Proposal No. 24-673, Proposal for Professional Engineering Services, Pleasant Avenue Sewer Rehabilitation Project for the Village of Lancaster (CLIENT).

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

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

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

**Appendix A**  
**GENERAL CONDITIONS FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

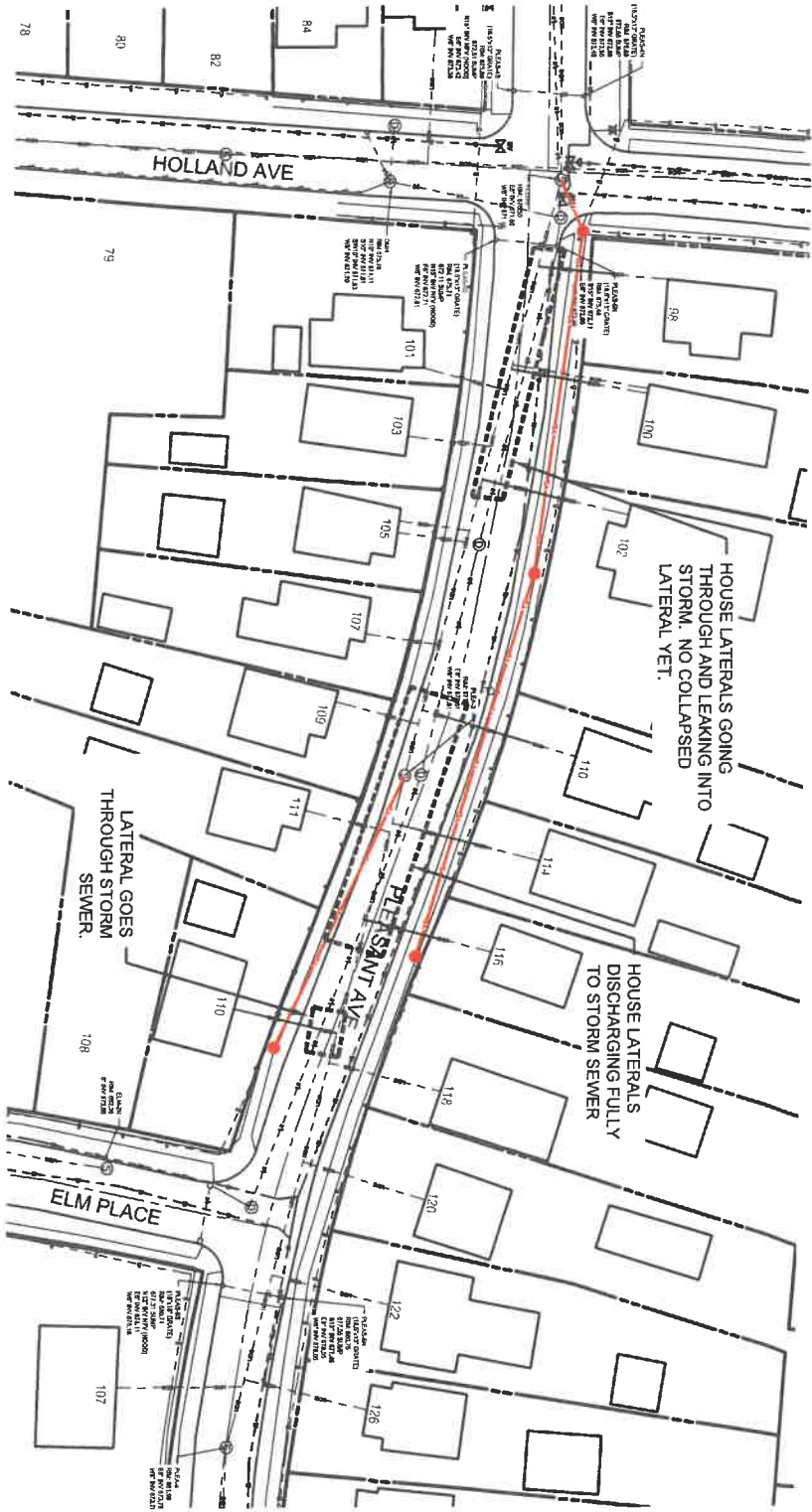
Village of Lancaster  
2024 Sewer Lateral Abatement Projects Estimate

Date Revised: 10/15/2024  
C  
Today's Date Tuesday, October 15, 2024

Shaded Items are Allowances

Item No.	Drawing No.		Units	Unit Price	Quan	Cost
	Item Description					
1a	8" Dia. Sewer Repair (Open Cut)		LF	\$200.00	458	\$91,600.00
1c	Lateral Connection		EA	\$2,000.00	7	\$14,000.00
2a	Pavement Top Course		SY	\$20.35	20	\$407.00
2b	Pavement Binder Course		SY	\$24.00	20	\$480.00
2c	Concrete Road Base - Allowance		SY	\$150.00	20	\$3,000.00
2d	Granular Sub-Base Course		CY	\$75.00	2	\$150.00
2e	Concrete Sidewalk/Driveway Restoration		SF	\$20.00	2400	\$48,000.00
2f	Asphalt Driveway Restoration - Allowance		SF	\$20.00	500	\$10,000.00
2g	Turf Restoration		SF	\$3.00	1500	\$4,500.00
2h	Concrete curbing restoration		LF	\$75.00	15	\$1,125.00
3	4' Dia Manhole		EA	\$10,000.00	4	\$40,000.00
4	Abandon connection to Storm		EA	\$1,500.00	7	\$10,500.00
5	Rock Excavation - Allowance		CY	\$300.00	5	\$1,500.00
<b>SUBTOTAL BASE ITEMS COST</b>						
6	Work Zone Traffic Control		LS	3.00%	\$ 225,262.00	\$6,757.86
<b>SUBTOTAL w/ WZTC</b>						
7	FO/CO Contingency Allowance		LS	10.00%	\$ 225,262.00	\$22,526.20
<b>TOTAL Base Scope Cost</b>						
						\$254,546.06

\*\* Pricing is based on Village of Lancaster NWMCC 2022 project



**1**  
**PLEASANT AVE - SEWER LATERAL REHABILITATION**  
 SCALE: 1" = 50'



**LEGEND**

	PROPERTY LINE
	PROPOSED SANITARY SEWER
	PROPOSED SANITARY MANHOLE
	EXISTING WATER SERVICE
	EXISTING U/G ELEC. SERVICE
	EXISTING GAS SERVICE
	EXISTING GRADE BREAK

project number: 20240314  
 drawn by: JAB  
 checked by: SMM  
 date: JUNE 2024  
 scale: AS NOTED

drawing history			
number	date	description	by

proprietary notes:  
 THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF WATTS ARCHITECTURE & ENGINEERING AND ITS CONSULTANTS, AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WATTS ARCHITECTURE & ENGINEERING. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY, DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

project  
**VILLAGE OF LANCASTER STORMWATER INVESTIGATION**



sheet title  
**PLEASANT AVE STORMWATER INVESTIGATION**

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sheet number  
**Ex 1**

	1 <sup>st</sup> Motion	2 <sup>nd</sup> Motion	
1.	_____	_____	Resolution to authorize the Clerk-Treasurer to prepare and file a certified list of unpaid village taxes as of November 1st with the County of Erie no later than November 15, 2024.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
2.	_____	_____	Resolution to accept and approve the following membership change for the Lancaster Fire Department as approved by the Department at its October 8, 2024 meeting:  - John Snyder, Citizens Hose Company, change from Active to Inactive Life status.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
3.	_____	_____	Resolution to schedule a public hearing in Council Chambers on Monday, November 25, 2024, at 7:15 p.m. for the purpose to obtain citizens' views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative for the rehabilitation and adaptive reuse of the Masonic Temple Building located at 5497 Broadway.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
4.	_____	_____	Resolution authorizing Mayor Ruda to sign and approve the Title VI / Non-Discrimination Assurances document as required as a condition to receiving Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, and which applies to the Transportation Alternatives Program (TAP) grant funding awarded for the Central Avenue Pedestrian Improvements Streetscape Project.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
5.	_____	_____	Resolution authorizing Mayor Ruda to sign and approve an engagement letter for auditing services with Drescher & Malecki LLP updated to include an audit of the Village's compliance with laws and regulations related to federal awards as required per the Single Audit Act, and an audit of the Village's compliance with laws and regulations related to State transportation assistance program awards as required by the NYS Department of Transportation.
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
6.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	
7.	_____	_____	
	<i>ACTION -</i>	<i>Approved Denied Refer to:</i>	



# County of Erie

## DEPARTMENT OF REAL PROPERTY TAX SERVICES

**SCOTT A. BYLEWSKI**  
DIRECTOR REAL PROPERTY  
Email: [Scott.Bylewski@erie.gov](mailto:Scott.Bylewski@erie.gov)

Office 716-858-2716  
Fax 716-858-8602

## MEMORANDUM

---

TO: VILLAGE CLERKS/TREASURERS  
FROM: SCOTT A. BYLEWSKI, REAL PROPERTY TAX SERVICES DIRECTOR  
SUBJECT: 2025 TOWN/COUNTY TAXES – RETURN OF UNPAID VILLAGE TAXES  
DATE: OCTOBER 16, 2024

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In accordance with the Erie County Tax Act, a transcript of unpaid village taxes shall be prepared and provided to the County of Erie after the warrant for such collection of village taxes has expired. Please send the **delinquent file and signed unpaid list** *no later than November 15, 2024*.

Options for submission of unpaid village tax file:

1. Email your electronic file as well as a copy of the reports generated from your collection system to [Return.TaxFileErie@erie.gov](mailto:Return.TaxFileErie@erie.gov).
2. If your collection system is unable to generate an electronic file, then email your list of unpaid tax in an excel spreadsheet to [Return.TaxFileErie@erie.gov](mailto:Return.TaxFileErie@erie.gov).

If you have any questions, please contact Stephanie D'Amato at (716) 858-7747.



# Lancaster Fire Department



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

Office: 716.683.1901  
Fax: 716.683.1903  
Email: [info@lancasterfd.org](mailto:info@lancasterfd.org)

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## Lancaster Fire Department Memorandum

**DATE:** October 15, 2024

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

**FROM:** Department Secretary Aaron Ruda

**RE:** Lancaster Fire Department Roster Change for October 28, 2024 LVB Meeting

The following roster change was approved at the October 8, 2024 Fire Department Meeting:

The individual below requested and was granted a change in his membership status from Active to Inactive Life.

**John Snyder – Citizens Hose Company**

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

Sincerely,

*Aaron Ruda*

Aaron Ruda  
Lancaster Fire Department Secretary

**Restore  
New York**

## Sample Language for Required Documents

\*This language is for reference and is in no way required for documentation. Please feel free to use as much or as little of this as you like\*

### **Property Assessment List Public Posting:**

Must be published for three consecutive days and must include the information from the Property Assessment list. This does NOT need to be in chart form. You may write the information out, much like below.

*The [MUNICIPALITY] intends to seek grant funding under the Restore NY Communities Initiative to facilitate revitalizing urban and rural areas, disadvantaged communities, and stabilizing neighborhoods. Pursuant to the requirement of the grant application, a description of the location, size, and nature of each property, whether the property is proposed to be demolished, deconstructed, rehabilitated, or reconstructed, and the status of the property is as follows: [PROPERTY ASSESSMENT LIST INFO – ex. “101 Main St, 70,000 square feet, vacant commercial property, proposed for demolition”] (Repeat for each property included in the application)*

### **Public Hearing Public Posting:**

Must be published for one day and include all relevant information on where/when/how to access the meeting. It must also state that the meeting will discuss the Restore NY application.

*The Common Council of [MUNICIPALITY] has scheduled a public hearing for [DATE] at [TIME] in [LOCATION]. The purpose of the hearing is to obtain citizens’ views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative. This project includes [PROJECT DESCRIPTION, ETC.]*

### **Public Hearing + Property Assessment List Combo Public Posting:**

You MAY do the public hearing and property assessment public posting in ONE posting. It would then need to run for three consecutive days. If combined, it would look something like the below.

*The Common Council of [MUNICIPALITY] has scheduled a public hearing for [DATE] at [TIME] in [LOCATION]. The purpose of the hearing is to obtain citizens’ views and comments relative to the submission of an application to Empire State Development for financial assistance under the Restore NY Communities Initiative. This project includes [PROJECT DESCRIPTION, ETC.]. The following properties will be submitted for consideration: [PROPERTY ASSESSMENT LIST INFO – ex. “101 Main St, 70,000 square feet, vacant commercial property, proposed for demolition”] (Repeat for each property included in the application)*



# Empire State Development

## Intent to Apply for Restore NY Funding

If a Municipality is intending to apply for Restore NY funding, this form must be submitted by the leading municipal official. Please submit this form by Wednesday October 23rd at 5pm. All municipalities are eligible to submit two letters of intent for normal projects. Eligible municipalities can also submit one additional letter of intent for a special project as defined in Section 7 of the guidelines. Please document on the Intent to Apply forms if it is for a special project or not.

Applications from municipalities that do not submit this form will not be accepted.

The contact person listed below will receive two emails after submitting this form:

1. A confirmation email, including a link to upload additional properties, if applicable.
2. An email from DocuSign with a link to electronically sign this completed form.

It is the responsibility of the municipality to ensure that the Letter of Intent has been received by ESD. If an e-mail confirmation notice is not received via email, please contact ESD at (518) 292-5200.

### MUNICIPALITY INFORMATION

Municipality Name:	VILLAGE OF LANCASTER				
Street Address: (not PO Box)	5423 Broadway				
Apt/Suite/Office:					
City:	Lancaster	State:	NY	Zip:	14086
County:	Erie				
Type of Municipality:	<input type="radio"/> County	<input type="radio"/> City	<input type="radio"/> Town	<input checked="" type="radio"/> Village	

### PRIMARY CONTACT INFORMATION (Officer with legal authority to represent the municipality)

First Name:	Lynne	Last Name:	Ruda
Title:	Mayor	Phone:	716-683-2105
Email:	lruda@lancastervillageny.gov		

### ELECTED OFFICIAL INFORMATION (This person will be required to DocuSign this document)

First Name:	Lynne	Last Name:	Ruda
Title:	Mayor	Phone:	716-683-2105
Email:	lruda@lancastervillageny.gov		

How many letters of intent are you submitting for REGULAR PROJECTS?	<input type="radio"/> 0	<input checked="" type="radio"/> 1	<input type="radio"/> 2
How many letters of intent are you submitting for SPECIAL PROJECTS?	<input checked="" type="radio"/> 0	<input type="radio"/> 1	

In the section below, provide a brief project description that includes how the project meets Restore NY goals (e.g., that the project will demolish/deconstruct and/or rehabilitate/reconstruct vacant, abandoned, surplus and/or condemned residential, commercial and/or mixed-use buildings). The description should include the size of the project (e.g., number of and square feet of building(s) in the project). It should also include the intended reuse of the properties and other salient information such as its location in a target area of the community, or that it is part of a local revitalization or urban development plan. The description should not exceed 150 words. **Please see below to enter information for the project and included properties that will be the subject of the application. If the project has more than five properties, please fill out the first five. The contact entered above will be prompted via email to submit the remaining properties following submission of this form. You may not submit an application for a project that was not the subject of an approved letter of intent.**

**PROJECT INFORMATION**

Is this a special project?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Name of Project:	<b>Adaptive Reuse of Masonic Temple</b>	Number of Properties: <b>1</b>
Estimated Project Cost:	<b>\$ 1706600</b>	Estimated Restore NY Request: <b>\$ 725000</b>
Development Company:	<b>5497 Village Place, LLC</b>	
Brief Project Description		
<p>The former Masonic Lodge is a 3-story stone neo-classical structure listed on the National Register of Historic Places. Completed in 1919, the property was designed by Mann &amp; Cook of Buffalo, NY and boasts a monumental portico with Doric columns and an elaborate cornice and entablature. Original wood doors and 6 over 6 wood windows remain. The interior remains with significant details from its original use. However, the building is not handicapped accessible from either the exterior or throughout the interior spaces. This has made it challenging for owners / tenants to provide a sustainable use for the building, and the former Masonic Lodge has now sat idle and vacant for a number of years. It is hoped that we will see new life for this property through this rehabilitation project and adaptive reuse of the building. This is the only facility of its kind in the Village of Lancaster and this project will truly restore a historic property within our community.</p>		

**PROPERTY 1**

Street Address: (not PO Box)	<b>5497 Broadway</b>		
Suite/Office:			
City:	<b>Lancaster</b>	State:	<b>NY</b>
		Zip:	<b>14086</b>
Current Zoning:	<b>Mixed Use</b>	Future Zoning:	<b>Mixed Use</b>
Project Type:	<b>Rehabilitation</b>	Square Footage:	<b>12084</b>
		Number of Units:	<b>1</b>

**PROPERTY 2**

Street Address: (not PO Box)			
Suite/Office:			
City:		State:	
		Zip:	
Current Zoning:		Future Zoning:	
Project Type:		Square Footage:	
		Number of Units:	

PROPERTY 3

Street Address: (not PO Box)			
Suite/Office:			
City:	State:	Zip:	
Current Zoning:		Future Zoning:	
Project Type:	Square Footage:	Number of Units:	

PROPERTY 4

Street Address: (not PO Box)			
Suite/Office:			
City:	State:	Zip:	
Current Zoning:		Future Zoning:	
Project Type:	Square Footage:	Number of Units:	

PROPERTY 5

Street Address: (not PO Box)			
Suite/Office:			
City:	State:	Zip:	
Current Zoning:		Future Zoning:	
Project Type:	Square Footage:	Number of Units:	

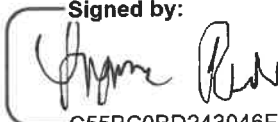
Note: If more than 5 properties are included in this project, you will receive an email to enter additional information once this form is submitted.

SIGNATURES

Name:	Lynne Ruda
Signature:	
Title:	Mayor
Date:	

By clicking on the "Submit" button you are affirming your legal authority to represent the municipality referenced in this application seeking funding. If your municipality is awarded any such funds through this process, you agree to the terms and conditions outlined in this application and its guidelines for acceptance and use of these funds.

Signed by:



C55BC0BD243046F...

10/23/2024

## Standard Title VI/Non-Discrimination Assurances and Appendices

### DOT Order No. 1050.2A

Village of Lancaster referred to as the Department, **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Department hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Department receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-- discrimination statutes and requirements to include all programs and activities of the Department, so long as any portion of the program is Federally assisted.

### Specific Assurances

More specifically, and without limiting the above general Assurance, the Department agrees with and gives the following Assurances with respect to its Federally assisted Transportation Program:

1. The Department that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Department will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Transportation Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Department Village of Lancaster in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Department will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Department will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the Department.
5. That where the Department receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Department receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Department will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Department with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Department for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Department, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Department retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other Departments, sub- Departments, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Department agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Village of Lancaster also agrees to comply (and require any sub- Departments, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Village of Lancaster access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to the USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.



The Village of Lancaster gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the Departments by the U.S. Department of Transportation under the NEW YORK State Department of Transportation. This ASSURANCE is binding on New York, other Departments, sub-Departments, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Transportation Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Department.

Village of Lancaster

---

Signature of Authorize Official

---

Date

## Appendices

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **New York State Department of Transportation** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **New York State Department of Transportation** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Village of Lancaster will accept title to the lands and maintain the project constructed thereon in accordance with the Village of Lancaster Board of Trustees, the Regulations for the Administration of Department of Public Works and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Village of Lancaster all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto Village of Lancaster and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are

used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Village of Lancaster, its successors and assigns.

The Village of Lancaster, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that ( 1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Village of Lancaster will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Village of Lancaster pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color,

or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Village of Lancaster will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Village of Lancaster will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Village of Lancaster and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

#### APPENDIX D

##### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Village of Lancaster pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that ( 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, Village of Lancaster will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities

thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Village of Lancaster will there upon revert to and vest in and become the absolute property of Village of Lancaster and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 47123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).





**DRESCHER & MALECKI LLP**

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

RESOLUTION # 5  
MEETING DATE 10/28/2024



July 1, 2024

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

Dear Mayor Ruda:

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

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

In addition, we will audit the Village's compliance over major federal award and state transportation assistance programs for the period ended May 31, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS") and in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States of America, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audits are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to U.S. GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB"), require that supplementary information, such as management's discussion and analysis, the schedule of the local government's proportionate share of the net pension liability, the schedule of the local government's contributions, the schedule of changes in the Village's total OPEB liability and related ratios, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of

financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (“RSI”) in accordance with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Schedule of the Village’s Proportionate Share of the Net Pension Liability/(Asset)—Retirement Systems
- Schedule of the Village’s Contributions—Retirement Systems
- Schedule of Changes in the Village’s Total OPEB Liability and Related Ratios
- Schedule of Revenues, Expenditures, and Changes in Fund Balance—Budget and Actual—General Fund

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

- Supplementary Information, as listed in the table of contents

#### **Schedules of Expenditures of Federal Awards and New York State Department of Transportation Assistance Expended**

We will subject the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedules to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on whether the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended are presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal

cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the audit requirements of Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). As part of an audit of financial statements in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

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

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

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

We also will issue a written report on the Village's Schedule of Expenditures of Federal Awards and its Statement of Changes in Cash Balances and Statement of Cash Receipts and Cash Disbursements for the Village Justices upon completion of the audit.

### **Audit of Major Program Compliance**

Our audit of the Village's major federal award and state transportation assistance programs compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Draft Part 43 of the NYCRR, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and Draft Part 43 of the NYCRR, and other procedures we consider necessary to enable us to express such an opinion on major federal award and state transportation assistance program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and Draft Part 43 of the NYCRR require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award and state transportation assistance programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audits. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance and Draft Part 43 of the NYCRR will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal award and state transportation assistance programs as a whole.

As part of a compliance audit in accordance with U.S. GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal award and state transportation assistance programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and Draft Part 43 of the NYCRR for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Draft Part 43 of the NYCRR.

Also, as required by the Uniform Guidance and Draft Part 43 of the NYCRR, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award and state transportation assistance programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award and state transportation assistance programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and those charged with governance of the Village acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedules of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended in accordance with the Uniform Guidance and Draft Part 43 of NYCRR, respectively, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended, (c) to include our report on the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended in any document that contains the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended that indicates that we have reported on such schedules, and (d) to present the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended with the audited financial statements, or if the schedules will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the Schedule of Expenditures of Federal Awards and the Schedule of New York State Department of Transportation Assistance Expended no later than the date of issuance by you of the schedules and our report thereon.

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

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

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

**Nonattest Services**

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

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

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

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

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

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

**Other**

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

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

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

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

Our fees are based on the amount of time required at various levels of responsibility. Invoices will be payable upon presentation. Our fees (inclusive of expenses) will not exceed \$22,000 for the year ended May 31, 2024. In addition, for the year ended May 31, 2024 the Village Justice audit will be \$1,650. In addition, we will audit the Village's compliance with laws and regulations related to federal awards and report on the Village's Schedule of Expenditures of Federal Awards in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance. The estimated fee for such service is \$3,500. Finally, we will audit the Village's compliance with laws and regulations related to state transportation assistance programs awards and report on the Village's Schedule of New York State Department of Transportation Assistance Expended in accordance with the requirements of the Draft Part 43 of NYCRR. The estimated fee for such service is \$3,500. To the extent that certain circumstances, as listed in Appendix A, arise during the engagement, our fee estimate may be affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

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

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

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

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



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

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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

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

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

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

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

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

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

Respectfully,

*Drescher & Malecki LLP*

Drescher & Malecki LLP

\* \* \* \* \*

RESPONSE:

This letter correctly sets forth our understanding.

Village of Lancaster, New York

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

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

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

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

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

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

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